

# PUTNAM COUNTY BOARD OF COMMISSIONERS



117 Putnam Drive, Suite A ♦ Eatonton, GA 31024

## Agenda

Friday, February 7, 2025 ♦ 10:00 AM

*Putnam County Administration Building – Room 203*

### Opening

1. Welcome-Call to Order
2. Approval of Agenda
3. Invocation
4. Pledge of Allegiance (TM)

### Regular Business Meeting

5. Public Comments
6. Consent Agenda
  - a. Approval of Minutes - January 3, 2025 Regular Business Meeting (staff-CC)
  - b. Approval of Minutes - January 24, 2025 Called Meeting (staff-CC)
  - c. Approval of Minutes - January 29, 2025 Called Meeting (staff-CC)
  - d. Approval of 2025 Alcohol Licenses (staff-CC)
7. Appeal by Ann Foster of the Planning & Zoning Commission decision to grant sideline setback at 407 E. Riverbend Drive (staff-P&D)
8. Authorization for Chairman to sign Acknowledgment of Memorandum of Understanding between the Putnam Development Authority and Harmony Road GA, LLC (BS)
9. Authorization for Chairman to sign Resolution to Transfer Surplus Property to the Eatonton-Putnam Water and Sewer Authority (staff-CM)
10. Submission of Names for Appointment to the Hospital Authority-Post 4 (staff-CC)

### Reports/Announcements

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

### Closing

14. Adjournment

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

**File Attachments for Item:**

## 6. Consent Agenda

- a. Approval of Minutes - January 3, 2025 Regular Business Meeting (staff-CC)
- b. Approval of Minutes - January 24, 2025 Called Meeting (staff-CC)
- c. Approval of Minutes - January 29, 2025 Called Meeting (staff-CC)
- d. Approval of 2025 Alcohol Licenses (staff-CC)

# PUTNAM COUNTY BOARD OF COMMISSIONERS



117 Putnam Drive, Suite A ♦ Eatonton, GA 31024

## Minutes

Friday, January 3, 2025 ♦ 10:00 AM

Putnam County Administration Building – Room 203

The Putnam County Board of Commissioners met on Friday, January 3, 2025 at approximately 10:00 AM in the Putnam County Administration Building, 117 Putnam Drive, Room 203, Eatonton, Georgia.

### *PRESENT*

- Chairman Bill Sharp
- Commissioner Tom McElhenney
- Commissioner Richard Garrett
- Commissioner Steve Hersey

### *ABSENT*

- Commissioner Jeff Wooten

### *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 10:00 a.m.  
 (Copy of agenda made a part of the minutes on minute book page \_\_\_\_\_.)

2. Approval of Agenda

**Motion to approve the agenda with the removal of Item #7 – “Appeal by Ann Foster of the Planning & Zoning Commission decision to grant sideline setback at 407 E. Riverbend Drive.”**

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

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

Chairman Sharp welcomed Commissioner Garrett to his first meeting and reported that Commissioner Wooten couldn't be here today.

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3. Invocation

Planning and Development Director Lisa Jackson gave the invocation.

4. Pledge of Allegiance (staff)

County Manager Van Haute led the Pledge of Allegiance.

**Regular Business Meeting**

5. Public Comments

Mr. Bill Vargo commented on misinformation on websites.

Ms. Jennifer Ray commented on the December 17, 2024 meeting and the Chamber of Commerce Contract.

Mr. Billy Webster commented on the distribution percentages in the new contract with the Chamber of Commerce.

6. Consent Agenda

- a. Approval of Minutes - December 17, 2024 Regular Meeting

**Motion to approve the Consent Agenda.**

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

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

7. Appeal by Ann Foster of the Planning & Zoning Commission decision to grant sideline setback at 407 E. Riverbend Drive (staff-P&D)

This item was removed from the agenda and will be heard at the February 7, 2025 BOC meeting.

8. Request from LA Development LLC for Revised Final Plat Subdivision Approval for Overlook at Pea Ridge (staff-P&D)

Mr. Lowell White III spoke in support. This is a 14-lot subdivision, and the current residents want entrance gates. No one signed in to speak against this item.

Planning and Development staff recommendation was for approval.

**Motion to approve the Request from LA Development LLC for Revised Final Plat Subdivision Approval for Overlook at Pea Ridge to add gates.**

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

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

9. Report from Putnam Development Authority

Economic Development Director Matt Poyner gave an overview of the activities of the Putnam Development Authority.

- Presented marketing videos for Cosmo Cabinets and Manley Metalworks, and explained they will be doing more videos this year since they are amazing marketing tools
- Industry update - three planned expansions
- Project update - 10 acre tract selling to ER Snell - trying to wrap up by mid January; additional 10 acres of land to sell; expect increase at Tech Park due to Rivian
- Holy Cow was named one of seven small businesses to be featured by the Georgia Department of Economic Development during the Holidays
- Marble Works was named Family-Owned Small Business of the Year by the University of Georgia Small Business Development Center

10. Authorization for Chairman to sign Resolutions for the Tax Commissioner's office (staff-Tax Comm)

- Resolution for Authority for the Tax Commissioner to Receive Funds
- Resolution for Establishing Tax Due Date
- Resolution for the Waiver of Penalties and Interest on Unpaid Ad Valorem Taxes

Tax Commissioner Terrell Abernathy reviewed each resolution and explained that these resolutions are renewed and refreshed at the beginning of every term.

**Motion to authorize Chairman to sign Resolutions for the Tax Commissioner's office:**

- Resolution for Authority for the Tax Commissioner to Receive Funds**
- Resolution for Establishing Tax Due Date**
- Resolution for the Waiver of Penalties and Interest on Unpaid Ad Valorem Taxes**

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

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

11. Authorization for Chairman to sign ACCG Defined Benefit Plan Resolution (staff-CM)  
County Manager Van Haute explained that the resolution allows Putnam to use accumulated contributions to partially or fully offset a required contribution in any year.

**Motion to authorize Chairman to sign ACCG Defined Benefit Plan Resolution.**

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

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

12. Discussion and possible action regarding the creation of a Recreation Authority (staff-CM)  
County Manager Van Haute explained creating a Recreation Authority could help with competing for grants for the county’s recreation facilities, including Jimmy Davis Park, the swimming pool, Oconee Springs Park, and Uncle Remus Golf Course. He also suggested a 501c3 option that might be better than setting up an authority.

County Attorney Nelson explained the following options: 1. Recreation Authority through Local Legislation; 2. Under state law create authority at county level, County Ordinance Section 2-51 allows establishment of committees (advisory only); 3. Ordinance change - displayed Henry County's ordinance establishing recreation commission as an example.

Chairman Sharp proposed that the staff create a proposal(s) and have a work session to discuss further.

**Motion to have County Manager and County Attorney offer examples of alternative proposals for a Recreation Advisory and/or Authority/Board and to have a Work Session on such proposals on February 5, 2025 at 10:00 a.m.**

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

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

13. Approval of Certification of Road Abandonment for a portion of Napier Mill Road (staff-CC)

**Motion to Approve Certification of Road Abandonment for a portion of Napier Mill Road.**

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

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

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

14. Appointment to the Eatonton-Putnam County Library Board (staff-CC)

**Motion to appoint Mr. Rex Bishop to the Eatonton-Putnam County Library Board.**

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

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

15. Discussion and possible action regarding Facebook Live Streaming of BOC Meetings (staff-CM)

Mr. Bill Vargo commented on continuing the BOC meeting live-streaming.

Ms. Jennifer Ray commented on the wording of the agenda item, the Facebook views on today's meeting, and taxpayer representation.

County Manager Van Haute explained that there has been a significant increase in comments made on the Putnam County Facebook Page that have outstripped its usefulness. Over the past couple of years the platform has become something else including being used to solicit members for other Facebook groups and other inappropriate uses. Streaming of Commission meetings is not required by law. County Manager Van Haute proposed to eliminate Facebook live-streaming of BOC meetings.

County Attorney Nelson advised that Putnam County is allowed to turn off comments on social media but cannot pick and choose which ones to turn off; there are no legal requirements to live-stream meetings.

**Motion to continue Facebook live-streaming of BOC Meetings when possible and turn off comments.**

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

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

**Reports/Announcements**

16. County Manager Report

No report.

17. County Attorney Report

No report but congratulated Commissioner Garrett on his first meeting as Commissioner.

18. Commissioner Announcements

Commissioner McElhenney: none

Commissioner Garrett: commented on the Jimmy Davis Park Partnership Advisory Council and some possible changes such as instituting public comments, publishing full and timely minutes, and continuing the council beyond the sunset date; also thanked County Clerk Butterworth and Chairman Sharp for welcoming him and getting him up to speed.

Commissioner Hersey: wished a Happy New Year to all and sympathized with Bulldogs fans in their recent loss.

Chairman Sharp: announced Commissioner McElhenney was sworn in December 23, 2024 for the term beginning January 1, 2025, and wished everyone a Happy New Year and thanked everyone for being here.

**Closing**

19. Adjournment

**Motion to adjourn the meeting.**

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

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

Meeting adjourned at approximately 11:51 a.m.

ATTEST:

Lynn Butterworth  
County Clerk

B. W. "Bill" Sharp  
Chairman

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# PUTNAM COUNTY BOARD OF COMMISSIONERS



117 Putnam Drive, Suite A ♦ Eatonton, GA 31024

## Called Meeting

### Minutes

Friday, January 24, 2025 ♦ 11:00 AM

Putnam County Administration Building – Room 203

The Putnam County Board of Commissioners met for a called meeting on Friday, January 24, 2025 at approximately 11:00 AM in the Putnam County Administration Building, 117 Putnam Drive, Room 203, Eatonton, Georgia.

#### *PRESENT*

- Chairman Bill Sharp
- Commissioner Tom McElhenney
- Commissioner Richard Garrett
- Commissioner Steve Hersey
- Commissioner Jeff Wooten

#### *STAFF PRESENT*

- County Attorney Adam Nelson
- County Clerk Lynn Butterworth
- Deputy County Clerk Mercy Fluker

#### *STAFF ABSENT*

- County Manager Paul Van Haute

### **Opening**

1. Call to Order

Chairman Sharp called the meeting to order at approximately 11:00 a.m.  
(Copy of agenda made a part of the minutes on minute book page\_\_\_\_\_.)

2. Approval of Agenda

**Motion to approve the Agenda.**

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

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

3. Pledge of Allegiance (staff)

County Clerk Lynn Butterworth led the Pledge of Allegiance.

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**Called Meeting**

4. Authorization for Chairman to sign GDOT LMIG Grant Application for FY2025 (staff-CM)

**Motion to Authorize Chairman to sign GDOT LMIG Grant Application for FY2025 with the removal of Long Shoals Avenue in District 4 and addition of Lakeview Drive from entrance to end in District 3, approximately .5 miles.**

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

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

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

5. Discussion and possible action on House Bill 581 (SH)

Mr. Charles Gray commented on both options of opting in or out of House Bill 581.

Ms. Barbara Vargo commented on the election results of the bill.

Mr. William Vargo supplied a handout to the Board and commented on the bill, tax payer relief, county accounts, and voters.

Mr. Jeremy Dignan signed in to speak but was not present when his name was called.

Chairman Sharp explained the basics of House Bill 581 and read the election results from the Board of Elections and Registration.

**Motion to authorize staff to schedule three Public Hearings on the Intent of the Putnam County Board of Commissioners to opt out of statewide adjusted base year ad valorem homestead exemption and advertise the Intent as prescribed in House Bill 581.**

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

Chief Appraiser Chuck Anglin and Tax Commissioner Terrell Abernathy discussed the pros and cons of House Bill 581 and the changes that it will bring.

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

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

**Motion fails, which means the county will opt in.**

**Closing**

6. Adjournment

**Motion to adjourn the meeting.**

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

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

**Voting Nay: Commissioner Hersey**

Meeting adjourned at approximately 12:34 p.m.

ATTEST:

Lynn Butterworth  
County Clerk

B. W. "Bill" Sharp  
Chairman

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# PUTNAM COUNTY BOARD OF COMMISSIONERS



117 Putnam Drive, Suite A ♦ Eatonton, GA 31024

## Called Meeting

### Minutes

Wednesday, January 29, 2025 ♦ 10:00 AM

Putnam County Administration Building – Room 204

The Putnam County Board of Commissioners met for a called meeting on Wednesday, January 29, 2025 at approximately 10:00 AM in the Putnam County Administration Building, 117 Putnam Drive, Room 204, Eatonton, Georgia.

#### *PRESENT*

- Chairman Bill Sharp
- Commissioner Tom McElhenney
- Commissioner Richard Garrett
- Commissioner Steve Hersey
- Commissioner Jeff Wooten

#### *STAFF PRESENT*

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

#### **Opening**

1. Call to Order

Chairman Sharp called the meeting to order at approximately 10:00 a.m.  
(Copy of agenda made a part of the minutes on minute book page \_\_\_\_\_.)

2. Approval of Agenda

#### **Motion to approve the Agenda.**

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

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

3. Pledge of Allegiance (staff)

County Manager Van Haute led the Pledge of Allegiance.

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**Called Meeting**

4. Authorization for the Chairman to sign Resolution Authorizing Participation in the ACCG - Interlocal Risk Management Agency Supplemental Medical, Accident, and Disability Fund: First Responder PTSD Program (staff-HR)

**Motion to authorize the Chairman to sign the Resolution Authorizing Participation in the ACCG – Interlocal Risk Management Agency Supplemental Medical, Accident, and Disability Fund: First Responder PTSD Program.**

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

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

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

5. Appointments to the Planning & Zoning Commission (staff-CC/P&D)

Chairman Sharp announced that appointments would be effective February 7, 2025 and that new members must attend training before being eligible to vote; training will be held in February.

Commissioner McElhenney, seconded by Commissioner Hersey, nominated William Cooper Rainey, Jr. for appointment to the District One seat on the Planning & Zoning Commission.

**Chairman Sharp called for the vote. Commissioner McElhenney voted for William Cooper Rainey, Jr. Commissioner Garrett voted for William Cooper Rainey, Jr. Commissioner Hersey voted for William Cooper Rainey, Jr. Commissioner Wooten voted for William Cooper Rainey, Jr.**

Commissioner Garrett, seconded by Commissioner Hersey, nominated David L. Erickson for appointment to the District Two seat on the Planning & Zoning Commission.

**Chairman Sharp called for the vote. Commissioner McElhenney voted for David L. Erickson. Commissioner Garrett voted for David L. Erickson. Commissioner Hersey voted for David L. Erickson. Commissioner Wooten voted for David L. Erickson.**

Commissioner Hersey, seconded by Commissioner Garrett, nominated Harold Jones for appointment to the District Three seat on the Planning & Zoning Commission.

Commissioner Wooten, seconded by Commissioner McElhenney, nominated Nicholas Marine for appointment to the District Three seat on the Planning & Zoning Commission.

Commissioner Garrett, seconded by Commissioner McElhenney, nominated William Vargo for appointment to the District Three seat on the Planning & Zoning Commission.

**Chairman Sharp called for the vote. Commissioner McElhenney voted for Nicholas Marine. Commissioner Garrett voted for William Vargo. Commissioner Hersey voted for Harold Jones. Commissioner Wooten voted for Nicholas Marine.**

**Chairman Sharp called for the second round of voting due to no majority vote.**

**Commissioner McElhenney voted for Nicholas Marine. Commissioner Garrett voted for Harold Jones. Commissioner Hersey voted for Harold Jones. Commissioner Wooten voted for Nicholas Marine. Chairman Sharp voted for Harold Jones.**

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Commissioner Wooten, seconded by Commissioner Garrett, nominated Shad Atkinson for appointment to the District Four seat on the Planning & Zoning Commission.

**Chairman Sharp called for the vote. Commissioner McElhenney voted for Shad Atkinson. Commissioner Garrett voted for Shad Atkinson. Commissioner Hersey voted for Shad Atkinson. Commissioner Wooten voted for Shad Atkinson.**

Commissioner Wooten, seconded by Commissioner McElhenney, nominated Charles Gray for appointment as the Chairman on the Planning & Zoning Commission.

**Chairman Sharp called for the vote. Commissioner McElhenney voted for Charles Gray. Commissioner Garrett voted for Charles Gray. Commissioner Hersey voted for Charles Gray. Commissioner Wooten voted for Charles Gray.**

**Closing**

6. Adjournment

**Motion to adjourn the meeting.**

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

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

Meeting adjourned at approximately 10:15 a.m.

ATTEST:

Lynn Butterworth  
County Clerk

B. W. "Bill" Sharp  
Chairman



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 2025 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:

<b>Individual Name</b>	<b>Business Name</b>	<b>Address</b>	<b>License Type</b>
Sandeep Dahiya	S9 Enterprises dba/Lakeside Bait and Tackle	1065 Milledgeville Highway Milledgeville, GA 31061	Retail Package: Malt Beverages and Wine
Natalie Jones	Convenience Stores Inc. dba/Oconee Outdoors	891 Greensboro Highway Eatonton, GA 31024	Retail Package: Malt Beverages and Wine
Ginger Ryser	Silver Moon Inc. dba/The Silver Moon	1077 Lake Oconee Parkway Eatonton, GA 31024	Retail Consumption on Premises: Malt Beverages and/or Wine and Distilled Spirits
Miaoying Wu	Inaho Yakata LLC dba/Inaho Japanese Steak & Sushi	103 Harmony Crossing, Suite 6 Eatonton, GA 31024	Retail Consumption on Premises: Malt Beverages and/or Wine and Distilled Spirits
Javier Medina	El Manquillo, Inc. dba/El Agave	960 Greensboro Road Eatonton, GA 31024	Retail Consumption on Premises: Malt Beverages and/or Wine and Distilled Spirits
Hassan Fallah	AHA Enterprises Inc. dba/BP Hwy 11	1660 Madison Road Madison, GA 30650	Retail Package: Malt Beverages and Wine
Jarrold Clark	Seed Orchard, LLC dba/Cuscowilla on Lake Oconee	126 Cuscowilla Drive Eatonton, GA 31024	Retail Package: Malt Beverages and Wine
Jarrold Clark	Seed Orchard, LLC dba/Cuscowilla Clubhouse	465 Cuscowilla Drive Eatonton, GA 31024	Retail Consumption on Premises: Malt Beverages and/or Wine and Distilled Spirits
Jarrold Clark	Seed Orchard, LLC dba/The Turn	463 Cuscowilla Drive Eatonton, GA 31024	Retail Consumption on Premises: Malt Beverages and/or Wine and Distilled Spirits

Gary Sofen	Lake Oconee Bistro Inc.	1130 Lake Oconee Parkway Eatonton, GA 31024	Retail Consumption on Premises: Malt Beverages and/or Wine and Distilled Spirits
John David Hudson	Bogey-Free Enterprises, LLC. Dba/Mellow Mushroom	105 Harmony Crossing Eatonton, GA 31024	Retail Consumption on Premises: Malt Beverages and/or Wine and Distilled Spirits
Tommie Hitt Vereen	Sav A Lot 958 Inc.	958 Greensboro Road Eatonton, GA 31024	Retail Package: Malt Beverages and Wine
Kaitlyn J. Thornton	Go Outdoors Oconee TRS, LLC dba/Ship Store	144 Collis Marina Road NE Eatonton, GA 31024	Retail Package: Malt Beverages
John White	Lake Oconee Elks Lodge #2849	871 Harmony Road Eatonton, GA 31024	Retail Consumption on Premises: Malt Beverages and/or Wine and Distilled Spirits
Mohammad Nazrul Islam	Sean Eatonton Management LLC dba/Kwik Stop	947 Gray Road Eatonton, GA 31024	Retail Package: Malt Beverages and Wine
William Clark Jr.	Sugar Creek Marina	353 Parks Mill Road Buckhead, GA 30625	Retail Package: Malt Beverages and Wine

**File Attachments for Item:**

- 7. Appeal by Ann Foster of the Planning & Zoning Commission decision to grant sideline setback at 407 E. Riverbend Drive (staff-P&D)





# PUTNAM COUNTY PLANNING & DEVELOPMENT

117 Putnam Drive, Suite B ♦ Eatonton, GA 31024

Tel: 706-485-2776 ♦ 706-485-0552 fax ♦ www.putnamcountyga.us

City of Eatonton   
Putnam County

*[Handwritten signature]*

DEC 13 2024 PM 4:17

## APPEAL APPLICATION

THE UNDERSIGNED HEREBY REQUESTS AN APPEAL BEFORE THE:

PUTNAM COUNTY BOARD OF COMMISSIONERS  
 EATONTON CITY COUNCIL

APPLICANT: Ann Foster  
ADDRESS: 409 E Riverbend Dr Eatonton, Ga. 31024  
APPLICANT: \_\_\_\_\_

APPEAL IS AGAINST DECISION MADE BY: (check one of the following)

- The Director or Building official of Planning & Development
- The Planning & Zoning Commission
- The Technical Review Committee

### DOCUMENTS NEEDED:

- Documentation of Action(s) taken
- Detailed letter stating the reason for the appeal of action taken
- All supporting documents

FILING FEE (\$125 - CHECK NO. 2557 CASH \_\_\_\_\_ C.C. \_\_\_\_\_)

SIGNATURE OF APPLICANT: Ann Foster DATE: 12/13/24

\* ALL APPEALS MUST BE FILED WITHIN TEN DAYS OF SAID DECISIONS PER THE PUTNAM COUNTY CODE OF ORDINANCES,

- CHAPTER 66 – ZONING, SEC. 66-157(d)(1) AND SEC. 66-158 (c)(1),,
- Chapter 28 – Development Regulation – Sec. 28-101.
- City-Chapter 75-44

RCVD 2024 DEC 13

*[Handwritten signature]*

OFFICE USE: DATE FILED: <u>12-13-2024</u> RECEIVED BY: <u>DE</u>
DATE OF DECISION MADE BY DIRECTOR OF PLANNING & DEVELOPMENT: _____
DATE HEARD BEFORE PLANNING & ZONING COMMISSION: _____

Ann Foster  
409 E. Riverbend Dr.  
Eatonton, Georgia 31024

Dec. 13, 2024

To: Putnam County Board of Commissioners

From: Ann Foster

RE: Appeal of Zoning Boards Decision to Grant Sideline setback at 407 E. Riverbend Dr., Eatonton, GA 31024

After we alerted the Planning and Zoning office in May of 2024, the owner of the property at 407 E. Riverbend was given a notice of violation that the pool structure was being built within the 15ft required setback, thus purposefully violating the ordinance. It's actually, 2 feet, 8 inches from the property line on one end and a little over 11ft at the other. The owner attached the pool to the retaining wall hence making it all one structure. Putnam County Planning and Zoning has approved the owner's request for a variance of 3.75 ft, allowing them to leave the entire structure and just put a few plants on it. This does not remedy the violation of the setback requirement of 15 ft as required by the current code. The 3.75 ft variance approved by the Zoning Commission does not correct the violation as the entire structure is still 2ft. 8in. in one place to 5ft. 3in. to 6ft. 3in. in another place.

Attached:

- Exhibit A: Documentation of action taken by zoning commission, pages 2-4
- Exhibit B: Copy of original plan submitted to P & Z (retaining wall not attached), pages 5-6
- Exhibit C: Sec. 66-132, List of uses and performance standards, Put. Co. Zoning Ordinance, page 7
- Exhibit D: Photos of original retaining wall, when it was attached and what is there now, page 8
- Exhibit E: A timeline of events, page 9
- Exhibit F: Additional photos of violation, pages 10-11
- Exhibit G: Plan approved by zoning commission, page 12
- Exhibit H: Additional photos, pages 13-14


RCVD 2024 DEC 15 

Exhibit A  
(3 pages)



# PUTNAM COUNTY PLANNING & DEVELOPMENT

117 Putnam Drive, Suite B ♦ Eatonton, GA 31024

Tel: 706-485-2776 ♦ 706-485-0552 fax ♦ www.putnamcountyga.us

### Agenda

Thursday, December 05, 2024 ♦ 6:30 PM

Putnam County Administration Building – Room 203

The Putnam County Planning & Zoning Commission will conduct a public hearing meeting on December 5, 2024 at 6:30 PM in the Putnam County Administration Building, 117 Putnam Drive, Room 203, Eatonton, GA. The following agenda will be considered:

#### Opening

1. Call to Order
2. Attendance
3. Rules of Procedures

#### Minutes

4. Approval of Minutes

#### Requests

5. Request by **Trevor J. Addison** for a left-side setback variance at 101 Emory Drive. Presently zoned R-2 [Map 111A, Parcel 007, District 3].

**Staff recommendation was for approval of an 14-foot side yard setback variance, being 16.5 feet from the left side property line at 101 Emory Drive [Map 111A, Parcel 007, District 3].**

**Motion: Member Jones** made the motion to approve the 14-foot side yard setback variance, being 16 feet from the left side property line at 101 Emory Drive. [Map 111A, Parcel 007, District 3].

**Second: Member Atkinson**

**Voting Yea: Member Hurt, Member Jones, Member Atkinson, Chairman Mitchell**

**The motion was approved by a vote of 4.**

6. Request by **William R. Jeries Jr., agent for Danny Copelan, Uyvonna Copelan, and Drew Copelan** to rezone 150 acres at 612 Sparta Hwy from AG to C-2. [Map 092, Part of Parcel 017, District 2].\*

**Staff Recommendation was for approval to rezone 150 acres from AG to C-2 at 612 Sparta Hwy [Map 092, Part of Parcel 017, District 2].\*with the following conditions:**

1. Use of the property shall be limited to a utility facility, which shall conform to the applicant’s submitted concept plan.
2. All utility vehicles and equipment must be stored in an enclosed building or a designated screened parking lot.
3. This rezoning approval shall be conditioned upon the resurveying and recordation in the Superior Court of Putnam County of an accurate plat within 60 days of the approval by the board of commissioners. A copy of the recorded plat shall be filed with the planning and development director. Failure to file a plat pursuant to this subsection shall have the effect of

**invalidating the rezoning action as stated in Section 66-165(e)(3) of the Putnam County Code of Ordinances.**

Motion: **Member Hurt** made the motion to approve the request to rezone 150 acres at 612 Sparta Hwy from AG to C-2 [Map 092, Part of Parcel 017, District2].\* with the following conditions:

- 1. Use of the property shall be limited to a utility facility, which shall conform to the applicant’s submitted concept plan.**
- 2. All utility vehicles and equipment must be stored in an enclosed building or a designated screened parking lot.**
- 3. This rezoning approval shall be conditioned upon the resurveying and recordation in the Superior Court of Putnam County of an accurate plat within 60 days of the approval by the board of commissioners. A copy of the recorded plat shall be filed with the planning and development director. Failure to file a plat pursuant to this subsection shall have the effect of invalidating the rezoning action as stated in Section 66-165(e)(3) of the Putnam County Code of Ordinances.**

Second: **Member Jones**

Voting Yea: **Member Hurt, Member Jones, Member Atkinson, Chairman Mitchell**

**The motion was approved by a vote of 4.**

**Old Business**

Request by **Jennifer Bass and James Walker Jr.** for a rear and side yard setback variance at 407 East River Bend Drive. Presently zoned R-1R. [Map 120B, Parcel 004, District 3].\* Mrs. Jennifer Bass represented this request.

**Staff Recommendation was for approval of a 4-foot rear yard setback variance, being 61 feet from the nearest point to the lake on the lower right-hand corner specially as shown on the attached site plan and a 3.75-foot side yard setback variance, being 11.75 feet from the right rear corner specially as shown on the attached site plan, when facing the lake at 407 East River Bend Drive [Map 120B, Parcel 004, District 3].**

Motion: **Member Jones** made the motion to deny the 4-foot rear yard setback variance, being 61 feet from the nearest point to the lake on the lower right-hand corner specially as shown on the attached site plan and a 3.75-foot side yard setback variance, being 11.75 feet from the right rear corner specially as shown on the attached site plan, when facing the lake at 407 East River Bend Drive [Map 120B, Parcel 004, District 3].

Second: **None.**

**The motion died for lack of a second.**

Motion: **Member Atkinson** made the motion to grant a 4-foot rear yard setback variance, being 61 feet from the nearest point to the lake on the lower right-hand corner and a 3.75-foot side yard setback variance, being 11.75 feet from the right rear corner, as shown on the site plan submitted with the application for variance, on condition that the improvements within and adjacent to the side setback depicted on the submitted site plan strictly comply with the actual improvements on the property [Map 120B, Parcel 004, District 3].

Second: **Chairman Mitchell**

Voting Yea: **Member Hurt, Member Atkinson, Chairman Mitchell**  
Voting Nay: **Member Jones**

**The motion was approved by a vote of 3 to 1.**

**Adjournment**

Meeting adjourned at 7:15 PM

The Planning & Zoning Commission meeting will be conducted pursuant and in accordance with O.C.G.A. Chapter 36-66.

**Notice:** All opponents to any rezoning request on the Planning & Zoning Commission and the Board of Commissioners agendas must file a disclosure of campaign contributions with the Planning & Development Department within five calendar days prior to public hearings if you have contributed \$250.00 or more to an elected official in Putnam County within the last five years.

\*The Putnam County Board of Commissioners will hear these agenda items on December 17, 2024 at 6:00 P.M., in the Putnam County Administration Building, 117 Putnam Drive, Room 203, Eatonton, GA 31024.

The full meeting package can be reviewed in the Planning & Development office upon request.

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 Board of Commissioners' hearing will be conducted pursuant to O.C.G.A. 50-14-1 and Section 66-159 of the Putnam County Code of Ordinances and meets the requirements of the Zoning Procedures Laws established in O.C.G.A 36-66.

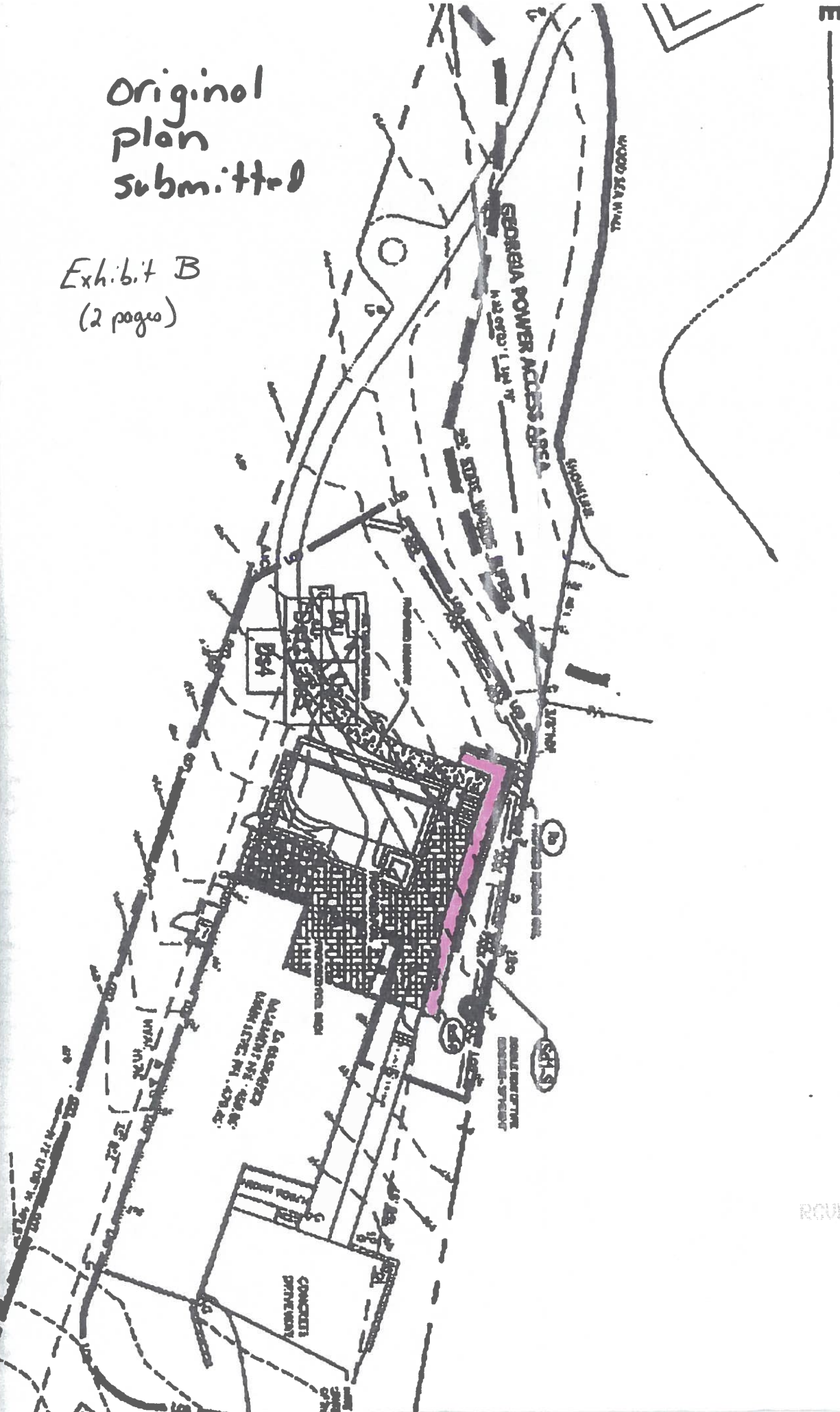
Individuals with disabilities who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting or the facilities are required to contact the ADA Compliance Officer, at least three business days in advance of the meeting at 706-485-2776 to allow the County to make reasonable accommodations for those persons.

RCVD 2024 DEC 13



Original  
plan  
submitted

Exhibit B  
(2 pages)



RCVD 2024DEC 18

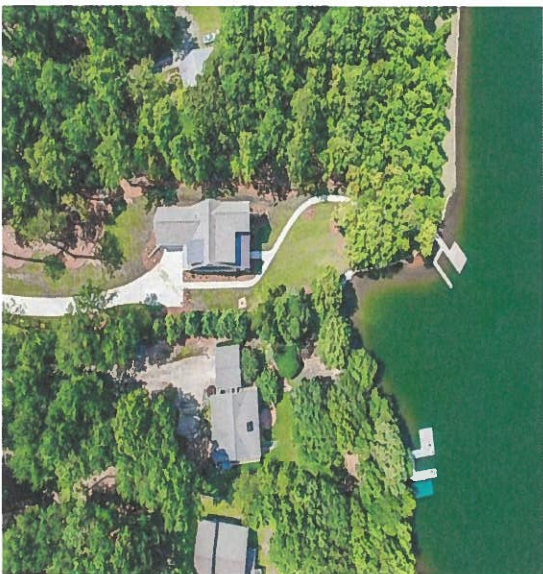
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B



RCUD 2024 DEC 18

*Handwritten signature*



Sec. 66-132. - List of uses and performance standards.

Exhibit C

(a) *Accessory uses and structures.*

(1) *Accessory uses and structures customarily incidental to any allowed use.*

- a. An accessory structure shall be located on the same lot and within the same zoning boundary as the principal building/use to which it is accessory.
- b. No accessory structure shall be constructed upon a lot until construction of the principal building has commenced. If the principal building has not been completed within 12 months of the issuance of a building permit, then the accessory use shall be continued only with express permission of the director of the planning and development department based upon unusual circumstances or hardship. Under no circumstances shall the accessory structure or use continue for more than 24 months if the principal structure/use has not been completed.
- c. An accessory structure, with the exception of garages and carports, shall be permitted in the side or rear yard of any R, RM or R-PUD district.
- d. Setback use for waterfront lots on Lakes Oconee and Sinclair. A detached accessory structure may be located in the portion of the setback between the house on the property and the street. Setbacks for the district must be followed.
- e. No accessory structure in a nonresidential district shall be used by other than employees or relatives of the owner unless otherwise allowed by provisions of this chapter.
- f. Accessory structures shall not exceed two stories in height and may not cover more than 30 percent of the rear yard.
- g. Where a corner lot in a residential district adjoins another lot, no accessory structure shall be located closer to the side street right-of-way line than the principal building or closer than 25 feet to the rear property line. The setback of 25 feet will not be required when the adjoining yard is a rear yard.
- h. When an accessory structure is attached to the principal building by a breezeway, passageway or similar means, the accessory structure shall comply with the setback requirements of the principal building to which it is accessory.
- i. Private accessory structures such as swimming pools in a residential district shall comply with the minimum side and rear setback requirements of that district. Setback minimums shall be measured from the decking or closest part of the pool structure to the applicable property line. Accessory swimming pools shall be permitted only upon written approval by the director of planning and development department.
- j. Accessory uses in a multi-family development or manufactured home park may include laundry facilities and must be housed in a separate area for the convenience of residents.



PCOD 2024 DEC 13

*Handwritten signature in blue ink.*



# Exhibit D



11 feet, 2 inches from property line



6 feet, 3 inches from property line



5 feet, 3 inches from property line

RCVD 2024 DEC 13

5/23/2024 Retaining wall to close to property line

5/25/2024 Alan sent email with photos to Lisa

5/28/2024 P& Z acknowledged receipt of our complaint

5/30/2024 Alan send email w/ photos to Adam Nelson, said he'd look into it

June 2024 Ms. Jackson came out the first week of June, she indicated the "retaining" was not a violation. She was informed by Alan that we were concerned it was part of the pool structure. She said it was not.

8/26/2024 Filled in between pool deck and "retaining wall/fence" with concrete. I sent text to Lisa w/ photos

8/27/2024 (per the NOV) contractor to meet w/ P & Z

9/5/2024 (per the NOV) P & Z met w/ developers to discuss "violation". See NOV

9/5/2024 Alan talked to Lisa on site. She stopped by after meeting w/ contractor.

9/6/2024 ? date, believe this is the date the NOV was issued

9/10/2024 Developer give new date of 10/18/24 to submit revision of plans

9/19/2024 I sent Ms. Jackson a text with photos showing the project and how close to the property line, an they were still working on it. They were adding a column and a gate to the existing structure.

10/9/2024 Property owners submitted a request for variance on 10/9/2024. By this point all work had been completed, without approval. The entire project encroaches on the setback. Still working on the project by adding a fence/railing to the outside corner

10/19/2024 I submitted an open records request for the revision that contractor was to hand in by 10/18/24, the message was there were no documents.

10/22/24 Contractor installed Emerald arborvitae's on the tall north facing wall. These plants require full sun.

RCVD 2024 DEC 13



Exhibit F  
(2 pages)



2 feet, 8 inches from the property line



I'm standing just behind my property line.  
Note that the side wall is not even the  
shape of the original plan submitted.

RCVD 2024 DEC 13

F



11 feet, 2 inches from property line



6 feet, 3 inches from property line

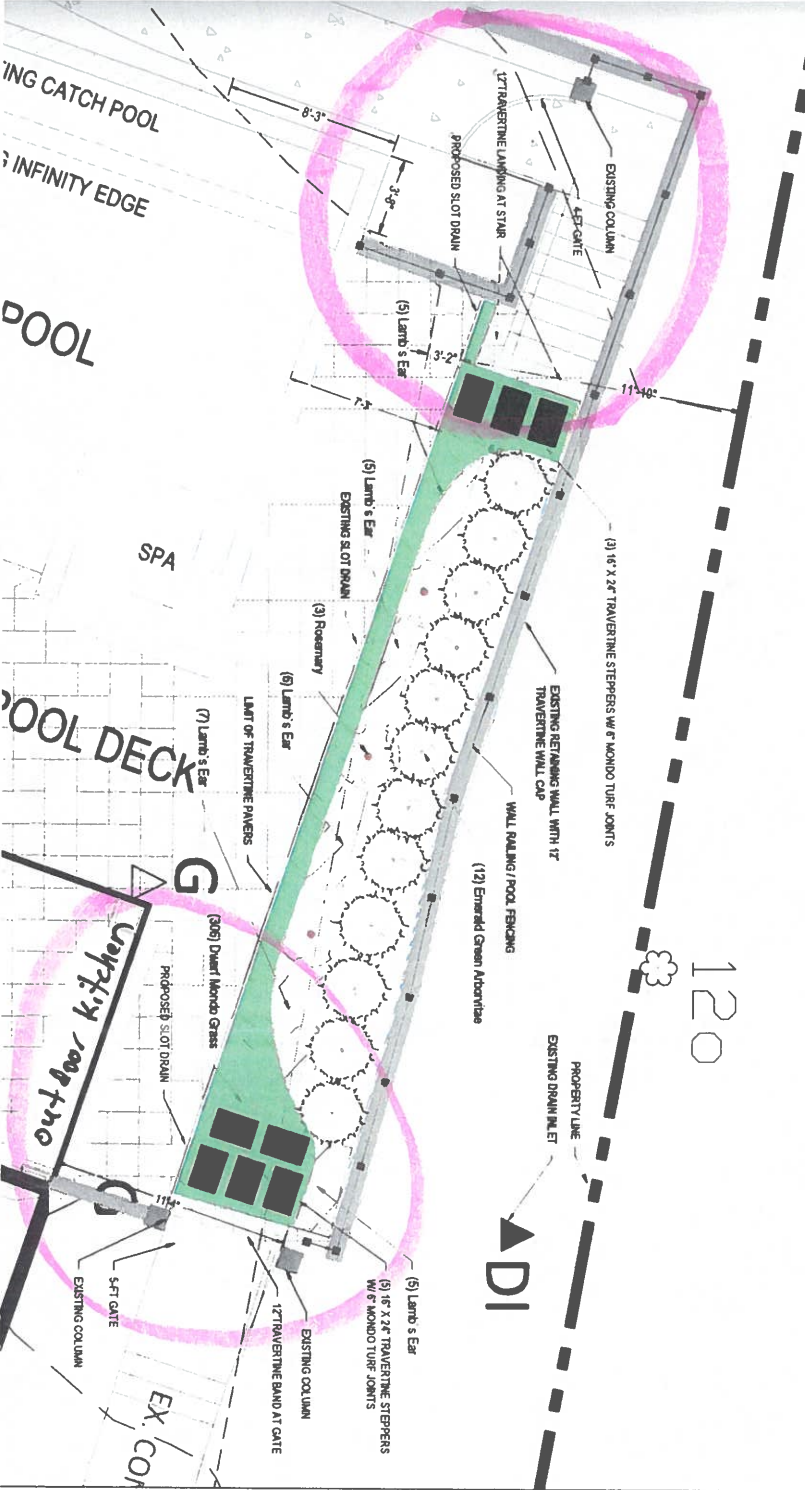


5 feet, 3 inches from property line

RCUD 2024 DEC 13

*Handwritten signature*

# Exhibit G



RCVD 2024 DEC 13

Exhibit H  
(2 pages)

Concrete cut out for plants, but still attached to the wall and is part of the structure. This structure is not 11.25 inches from the property line.



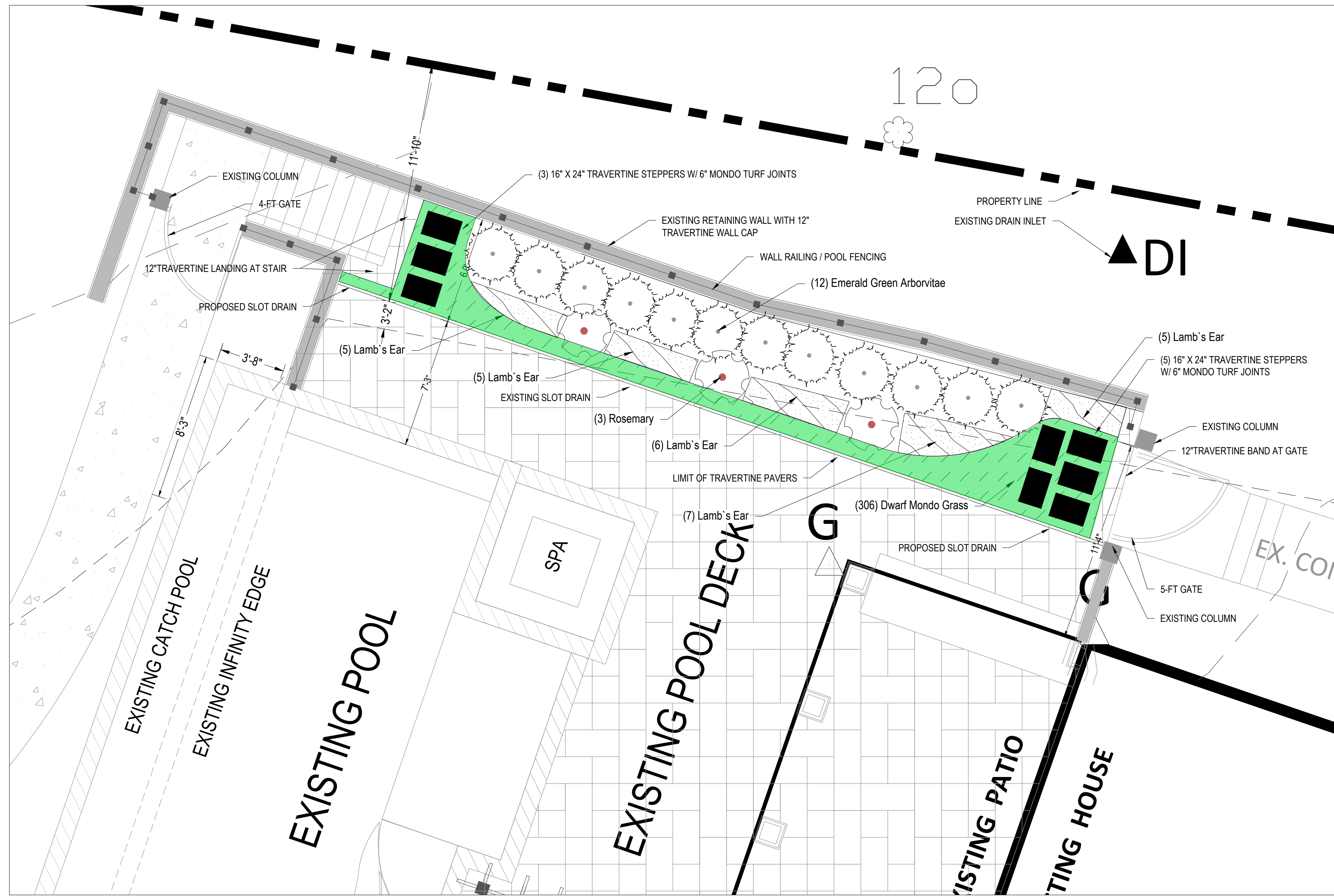
RCVD 2024 DEC 13



H

Stairs and wall are part of the pool structure, and were not intended to be attached per the original drawing filed with Building Dept.

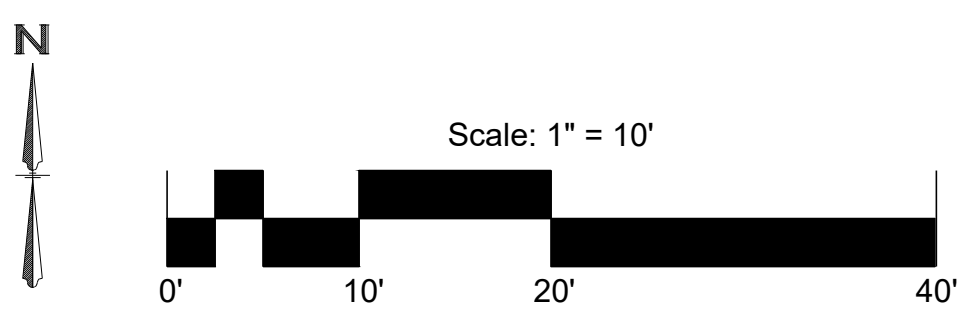
RCVD 2024 DEC 13  
*DL*



DETAIL VIEW  
SCALE: 1" = 10'

**PLANT SCHEDULE**

SYMBOL	QTY	BOTANICAL / COMMON NAME	SIZE	REMARKS
<b>TREES</b>				
	12	Thuja occidentalis 'Smaragd' / Emerald Green Arborvitae	10 gal.	
<b>SHRUBS</b>				
	3	Rosmarinus officinalis / Rosemary	1 gal.	36" o.c.
<b>GROUND COVERS</b>				
	306	Ophiopogon japonicus 'Nanust' / Dwarf Mondo Grass	4" pot	6" o.c.
	28	Stachys byzantina 'Silky Fleece' / Lamb's Ear	1 qt.	18" o.c.



©2024, BUTLER LANDSCAPE & DESIGN  
Any other use of this drawing including any reproduction or alteration of this drawing without the prior written approval of Butler Landscape & Design is prohibited.

JENNIFER BASS &  
JAMES WALKER, JR  
RESIDENCE  
407 EAST RIVER BEND DRIVE  
EATONTON, GEORGIA 31024

**REVISIONS**

#	DATE	REV. REF.
1	10/3/2024	PER PUTNAM CO
2	10/9/2024	PER PUTNAM CO
3	11/14/2024	PER OWNER

DRAWN BY:	STATUS:
SCALE:	ISSUE
SEE DRAWING	DATE:
	11/14/2024

**SHEET TITLE**

SITE PLAN  
ENLARGEMENT

**SHEET NUMBER**  
L-101

NOT FOR CONSTRUCTION  
THESE PLANS HAVE NOT BEEN APPROVED  
BY THE GOVERNING AGENCY  
AND ARE SUBJECT TO CHANGE.



**File Attachments for Item:**

8. Authorization for Chairman to sign Acknowledgment of Memorandum of Understanding between the Putnam Development Authority and Harmony Road GA, LLC (BS)

## MEMORANDUM OF UNDERSTANDING

**THIS MEMORANDUM OF UNDERSTANDING** (this “**Agreement**”) is entered into as of the Effective Date set forth below by and between the **PUTNAM DEVELOPMENT AUTHORITY** (the “**Authority**”), a development authority and public body corporate and politic duly created by local amendment to the Georgia Constitution, 1968 Ga. L. p. 1860, continued by 1985 Ga. L. p. 3955 (collectively, the “**Act**”), and **HARMONY ROAD GA, LLC**, a Georgia limited liability company (the “**Company**”), each a “**Party**” and collectively the “**Parties.**” **PUTNAM COUNTY** (the “**County**”), a county and political subdivision of the State of Georgia (the “**State**”), the **PUTNAM COUNTY SCHOOL DISTRICT** (the “**District**”), the **BOARD OF TAX ASSESSORS OF PUTNAM COUNTY** (the “**Board of Assessors**”) and the **TAX COMMISSIONER OF PUTNAM COUNTY** (the “**Tax Commissioner**”) are each executing an Acknowledgement hereof attached to this Agreement in order to acknowledge their respective agreements to the provisions hereof which are applicable to them, but are not considered to be Parties.

### 1. THE PROJECT.

1.1. Description of the Project. The “**Project**” shall be a mixed-use market-rate residential rental community, which is currently estimated to consist of approximately 275 units, including 27 units reserved (i) first for applicants with a member of the household that is employed or has accepted an offer of employment from a department or office with the County and its departments (including constitutional officers like Sheriff, Clerk of Court, etc.) and the Board of Education, then (ii) (x) to first responders, such as firefighters, paramedics, emergency medical technicians, nurses, and other emergency medical personnel without a medical doctorate, and (y) to hospitality and retail workers. The Project shall consist of (i) multiple buildings in a variety of styles, building fixtures, building equipment, and other related improvements (the “**Improvements**”), to be constructed and installed by the Company on the below-defined Site; and (ii) the Site described in Section 1.4 below on which the Improvements are to be constructed. The Project is more particularly described on Schedule 1.1 attached hereto and incorporated herein by reference.

1.2. Total Project Costs. “**Total Project Costs**” include all reasonable costs, fees and expenses incurred by the Company in connection with the Project and the issuance of the Bond (defined below). The Company will be responsible for any costs of or related to the Project (including, without limitation, those related to any change orders or cost overruns) to the extent that proceeds of the Bond are not available or are not sufficient to pay such costs.

1.3. Closing. As used herein, the “**Closing**” is the event at which the Bond is issued. References herein to a “**Closing Condition**” are to the optional right of a Party hereto, based on a Closing Condition, to exercise a right provided herein in its favor and to avoid the Closing and terminate this Agreement as provided in Sections 5.4 and 5.5, respectively, below. In connection with the issuance of the Bond, the signatories hereto will also enter into an Economic Development Agreement (the “**EDA**”) to reflect any amendments hereto agreed to prior to the Closing (or to reflect that there are no such amendments).

1.4. The Site. The Company has acquired or will acquire prior to the Closing all or a portion of the site more particularly described on Schedule 1.4 attached hereto and incorporated herein by reference (the “**Site**”).

1.5. Release of Parcels of the Site. The Authority agrees to convey any portion of the Project at the request of the Company, with or without consideration (other than the consideration for this Project recited in the EDA); provided, however, (1) except for any such conveyance in connection with any Superior Security Documents, any proceeds from any such sale, assignment, transfer or conveyance shall be used to prepay or redeem the principal of the Bond or an equivalent principal amount of the Bond shall be cancelled, (2) the remaining portion of the Project shall remain qualified as a “project” under the Act and shall continue to qualify as the Project for which the Bond was judicially validated, (3) the conveyed portion shall be released from the Bond Lease and the other Bond Documents (as defined in the Bond Lease), (4) such conveyance must be made in compliance with all applicable laws, Superior Security Documents, and other agreements and encumbrances affecting such portion, and (5) the Project may not be conveyed as an entirety unless (a) the Bond Lease has been or contemporaneously with such conveyance will be, terminated and the Bond paid in full or cancelled; or (b) such conveyance is otherwise permitted pursuant to the terms and conditions of the Bond Lease. The conveyance or release of any portion of the Project pursuant to this Section 1.5 shall not reduce or otherwise affect the Community Investment Goal (as defined below) and the capital investments made in such portion of the Project so released shall count toward the Company’s satisfaction of the Community Investment Goal. In connection therewith, the Company shall provide the Authority with:

A written request for the transaction, certifying that the indemnities contained in the Bond Lease apply to such transaction, as well as certifying such other matters as the Authority may reasonably request, and agreeing to pay all reasonable costs incurred by the Authority in connection therewith, such as reasonable legal fees and disbursements,

1.5.1. A consent of the Bondholder (as defined in the Bond Lease),

1.5.2. Consents from all Lenders,

1.5.3. In matters involving real estate, real estate descriptions and such other supporting documentation as the Authority may reasonably request, and

1.5.4. the PILOT Payment provided in Schedule 3.2 shall be reduced beginning Year 3 based on equivalent principal reduction in the Bond as provided above.

1.6. Environmental Phase I and Phase II. At or prior to the Closing, the Company shall provide to the Authority, at the Company’s expense, an environmental site assessment report (the “**Phase I Report**”) that summarizes the results of an environmental site assessment (the “**Phase I Assessment**”) of the Site. The Phase I Assessment shall have been conducted by an environmental engineering or consulting firm reasonably acceptable to the Authority and shall be dated less than 180 days prior to the Closing. In addition, the Phase I Report and the Phase I Assessment shall comply with ASTM International Designation E1527-21, “Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process,” as the

same may be amended, modified or supplemented from time to time. The Phase I Report (within the body of the Phase I Report) shall expressly authorize reliance on its contents, including its conclusions and any recommendations for further assessment, by the Company and the Authority. If the Phase I Report contains a recommendation for further assessment, the Company shall, at its own expense, commission such further assessment (the “**Phase II Assessment**”). Any Phase II Assessment shall be performed by an environmental engineering or consulting firm reasonably acceptable to the Authority, be conducted and provided to the Authority less than 180 days prior to the Closing, and comply with ASTM International Designation E1903-19, “Standard Practice for Environmental Site Assessments: Phase II Environmental Site Assessment Process,” as the same may be amended, modified or supplemented from time to time (the “**ASTM Phase II Standard**”). Any report prepared to summarize the results of such Phase II Assessment shall be prepared in accordance with the ASTM Phase II Standard, be dated less than 180 days prior to the Closing, and expressly authorize (within the body of such report) the Company and the Authority to equally rely on its contents, including its conclusions. The Authority’s and the Company’s satisfaction with the Phase I Assessment (which shall be deemed satisfied if the Phase I Assessment does not contain a recommendation for further assessment) and any Phase II Assessment conducted pursuant to this Section 1.6, together with the Authority’s and the Company’s satisfaction with the environmental condition of the Site, shall be Closing Conditions in favor of the Authority and the Company.

1.7. Development of the Project.

1.7.1. Utilities. The Company shall be responsible for the delivery of water, sewer, natural gas, telecommunications and electricity to the Site that are adequate for the Project. The Company’s ability to acquire governmental approvals or permits to allow for delivery of adequate water, sewer facilities, natural gas telecommunications and electricity by acceptable providers, and to obtain such utilities in quantities and at pressures which are adequate for the Project and acceptable to the Company in its sole discretion, shall each be a Closing Condition in favor of the Company. All tap fees for utilities shall be the responsibility of the Company. The Parties hereto acknowledge that all water components must meet the County specifications.

1.7.2. Design. The Company shall be responsible for the design of the Improvements. The Project will contain certain distinctive features (“**Distinctive Features**”) (i) to develop and provide the type of high-quality market-rate rental residential and mixed-use development that is needed within the County, (ii) that will promote other commercial activity within the County, and (iii) that will complement the operation of other businesses located within the County. The Distinctive Features are described on Schedule 1.6.2 attached hereto and incorporated herein by reference.

1.7.3. Construction, Generally. The Company will be responsible for the construction of the Improvements. Without limitation, the Company may be the contractor, acting as principal for its own account and not as agent of the Authority, or will select the contractor (“**Contractor**”) for such construction and enter into an agreement, as principal and not as agent of the Authority, with the Contractor (if the Company is not the Contractor) or any subcontractor for such construction. The Improvements shall be constructed and installed in compliance with all applicable laws, including, without

limitation, applicable zoning laws, building codes, environmental laws and other restrictions.

1.7.4. Permitted Encumbrances. Without limitation, the Company shall keep the Project free and clear of all liens and encumbrances attributable to the Company, except for Permitted Encumbrances (defined below), and shall in any event indemnify, hold harmless and defend the Authority and its members, officers, employees and representatives from and against any claim, liability or loss arising out of or related to any such lien or encumbrance, including, without limitation, Permitted Encumbrances, provided that if a court of competent jurisdiction determines that any of the provisions of this Section violate O.C.G.A. § 13-8-2, the indemnity contained in this Section shall not extend to any matter for which indemnification is prohibited by O.C.G.A. § 13-8-2. Said indemnity shall survive the Closing and the expiration or earlier termination of this Agreement or the Bond Lease. As used herein, “**Permitted Encumbrances**” shall be defined as any Permitted Exceptions, the Definitive Documents (defined below), and any mortgages, liens, encumbrances or exceptions otherwise specified in this Agreement as being acceptable, or permitted by the Bond Lease. As used herein, “Permitted Exceptions” means, as of any particular time, (i) liens for ad valorem taxes and special assessments not then delinquent or permitted to exist as provided in the Bond Lease, (ii) utility, access or other easements and rights of way, restrictions, reservations, reversions and exceptions in the nature of easements that will not materially interfere with or impair the operations or activities being conducted at the Project, (iii) unfiled and inchoate mechanics’ and materialmen’s liens for construction work in progress, (iv) architects’, contractors’, subcontractors’, mechanics’, materialmen’s, suppliers’, laborers’ and vendors’ liens or other similar liens not then payable or permitted to exist as provided in the Bond Lease, (v) such minor defects, irregularities, encumbrances, easements, rights of way and clouds on title that do not, in the aggregate, materially impair the property affected thereby for the purpose for which it was acquired or is held by the Authority, (vi) exceptions described in any owner’s policy of title insurance that may be procured by the Authority at the request and with the consent of the Company or any leasehold policy of title insurance procured by the Company, and (vii) a Superior Security Document or a Leasehold Mortgage (as both are defined in Section 2.10 below).

1.8. Indemnity by the Company. The Company shall indemnify, hold harmless and defend the Authority and its officials, members, officers, employees and representatives from and against any and all loss, liabilities and claims (including, without limitation, liens and encumbrances resulting from construction and installation activities) that may arise out of or relate to: (a) any act or omission by or attributable to the Company or its vendors, contractors or subcontractors, agents, employees or representatives, related to the Project; or (b) this transaction, including the Bond or the issuance thereof, or the ownership or operation of the Project, provided that if a court of competent jurisdiction determines that any of the provisions of this Section violate O.C.G.A. § 13-8-2, the indemnity contained in this Section shall not extend to any matter for which indemnification which is prohibited by O.C.G.A. § 13-8-2. The indemnities set forth above specifically extend to, but are in no way limited to, governmental or other claims relating to any actual or alleged violation of any federal, state or local environmental laws, rules, or regulations, whether or not any such violation relates to any period prior to the acquisition of the Project by the Authority or its acquisition theretofore by the Company, provided, that such indemnification shall not extend to any claim, liability or loss

resulting from any act of gross negligence or intentional misconduct on the part of or attributable to the particular indemnitee. Said indemnity shall survive the Closing and the expiration or earlier termination of this Agreement and the Bond Lease and the commencement or abandonment of the Project.

1.9. Force Majeure; Year 1; Construction Period.

1.9.1. The term “**Force Majeure**” as used in this Agreement shall mean the following: a general banking moratorium shall have been declared by federal or Georgia authorities, or a major financial crisis or a material disruption in commercial banking shall have occurred (but Force Majeure does not include a mere inability to obtain financing); acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders of any kind of the government of the United States of America or of the State of Georgia or any of their departments, agencies, political subdivisions or officials, or any civil or military authority; insurrections; riots; epidemics; landslides; lightning; earthquakes; fires; hurricanes; storms; floods; tornadoes; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accident to machinery, transmission pipes or canals; partial or entire failure of utilities; extraordinary regulatory delays or any other event not within the control of the Party claiming Force Majeure. The Party claiming Force Majeure agrees, however, to use its reasonable efforts to remedy with all reasonable dispatch the cause or causes preventing the Party from carrying out its agreements; provided, that the settlement of strikes, lockouts and other industrial disturbances shall be entirely within the discretion of the Party, and the Party shall not be required to make settlement of strikes, lockouts and other industrial disturbances by acceding to the demands of the opposing party or parties when such course is, in the judgment of the Party, unfavorable to the Party. For the avoidance of doubt, to the extent that the Governor of the State of Georgia at any time or from time to time hereafter issues an Executive Order declaring there to be in effect a (1) State of Emergency relating to unlawful assemblage and violence, or (2) Public Health State of Emergency relating to pandemics, and the same leads to the impossibility to perform any obligation under this Agreement that is expressly stated to be subject to Force Majeure, then riots and pandemic may be asserted as Force Majeure events.

1.9.2. It shall be conditions to a Party claiming the benefit of Force Majeure that, (a) the Party promptly certifies to the other Party in writing, (1) what the event of Force Majeure is, (2) the date of the commencement and, when the event of Force Majeure has abated, the date of the abatement, of such event of Force Majeure, (3) for what obligation the benefit of Force Majeure is claimed, and (b) Force Majeure shall be the proximate cause of the non-performance of such obligation. For the avoidance of doubt, either the Authority or the Company may claim Force Majeure on the terms and conditions hereof. The foregoing notwithstanding, however, (1) a Party may not claim the benefit of Force Majeure more than twice in the aggregate, (2) in no event shall Force Majeure excuse or postpone a payment obligation, and (3) in no event shall a Party claim Force Majeure in order to protect such Party against the normal risks of contracting.

1.9.3. The effect of Force Majeure for purposes of this Agreement shall be as specified in connection with designating an obligation herein as being subject to Force

Majeure. For the avoidance of doubt, the benefit of Force Majeure may not be claimed with respect to an obligation unless this Agreement expressly designates that such obligation as being subject to Force Majeure.

1.9.4. As used herein, “**Year 1**” for the Project is the first calendar year after the Project has obtained certificates of occupancy for 100 or more units, but such Year 1 shall not be later than as required by Section 1.9.6, below.

1.9.5. For the avoidance of doubt, for the “**construction period**” for the Project, there shall be no property taxes or payments in lieu of taxes for the Project until the construction period for the Project has ended. The construction period for the Project shall be limited to calendar years, if any, that are both after the Closing and before any part of the Project is placed in service, but ending no later than the year before the Year 1 for the Project. “**Years**”, as used herein, refers to years following Year 1, in sequence as appropriate.

1.9.6. The Company agrees that it shall, (a) start physical work of a significant nature towards constructing the Project by December 31, 2027, and (b) make continuous progress towards completion once construction has begun, and, (c) begin Year 1 no later than 2029. The attainment of each such event, respectively, by such respective outside dates, is each hereby designated as being subject to Force Majeure. If Force Majeure is claimed as provided herein, then each such outside date shall be extended by the period of the event of Force Majeure, but, regardless of the cumulative effect of Force Majeure, Year 1 shall occur no later than the end of 2030.

**2. FINANCING OF THE PROJECT.**

2.1. Bond. In order to establish the bond-financed sale-leaseback structure that is necessary for the provision of certain of the incentives contemplated herein, including, without limitation, ad valorem property tax savings for the Project, the Authority will issue its revenue bond (the “**Bond**”) to the Company and pursuant thereto acquire the Project as it then exists. The Bond will be authorized by a resolution adopted by the Authority, as and if supplemented (the “**Bond Resolution**”). The Authority will hold legal title to all of the Project. The Bond Lease and related nominal purchase option will evidence the Company’s beneficial ownership of the Project. The Company may acquire legal title to the Project upon expiration or termination of the Bond Lease as provided herein.

2.2 Maximum Principal Amount of Bond. Without limitation, the maximum principal amount of the Bond shall in the aggregate accommodate Total Project Costs for the Project. Such accommodation shall be made through structuring the Bond as a single draw-down bond in an appropriate maximum principal amount, now estimated at \$100 million.

2.3. Transaction Costs. The Company shall be responsible for all transactional costs of the issuance of the Bond. Such transactional costs include, without limitation: (i) the reasonable legal fees and disbursements of Bond Counsel related to the preparation and distribution of this Agreement and the issuance of the Bond and preparation of transcripts; (ii) the reasonable fees and disbursements of the Authority’s Issuer’s Counsel, including the validation of the Bond and

the closing of the issuance of the Bond; (iii) the reasonable legal fees and disbursements of the Company’s own counsel relating to the transaction; (iv) the court costs relating to validation of the Bond and recording and filing fees; (v) the Authority’s administrative fee for the issuance of the Bond equal to one-eighth (1/8) of one percent (1%) of the Maximum Principal Amount of the Bond, which shall be payable in full to the Authority at Closing; and (vi) the Authority’s annual fees payable beginning Year 1 and as provided in Schedule 2.3 attached hereto and incorporated by reference. In addition, the Company shall pay for the costs of issuance of the Bond and other transaction costs, promptly upon being invoiced therefor, including following the occurrence of any of the following events: (x) execution of this Agreement (which shall only include the payment of Seyfarth Shaw LLP’s fees incurred to date as of the execution of this Agreement), (y) validation of the Bond, and (z) the Closing.

2.4. Tax Status of the Bond. The interest on the Bond issued to the Company will not be exempt from federal income taxation.

2.5. Roles of Counsel. The law firm of Seyfarth Shaw LLP, Atlanta, Georgia, Bond Counsel to the Authority, shall serve as Bond Counsel and as the Authority’s Issuer’s Counsel in connection with the Project, the issuance of the Bond and this Agreement. The law firm of Arnall Golden Gregory LLP shall serve as the Company’s Counsel in connection with the Project, the issuance of the Bond and this Agreement.

2.6. Repayment of the Bond. The Company shall be responsible for the repayment of the Bond. Without limitation, the Bond shall not be a general obligation of the Authority, but shall be a special and limited obligation payable solely from the payments received under the Bond Lease and other pledged security. Neither the Authority, the County, the City of Eatonton (the “City”), the State of Georgia (the “State”) nor any other public body shall have any obligation or liability for repayment of the Bond.

2.7. The Bond Lease. The Authority and the Company shall enter into a lease agreement in connection with the Bond (the “**Bond Lease**”) at the Closing. Pursuant to the Bond Lease, the Authority will lease the Project to the Company. The Bond Lease shall contain terms and provisions substantially of the type normally included in bond leases between governmental “conduit” bond issuers and users of bond-financed property. The Bond Lease shall provide for the Company to pay “**Basic Rent**,”*i.e.*, rent equal to debt service on the Bond, which shall be applied to such payment. If permitted by the “**Bond Purchase Loan Agreement**” to be entered into by the Parties, the Bond Lease shall grant to the Company the option, at any time, to prepay Basic Rent in the amount needed to retire the Bond. The Bond Lease will be a triple net type lease. Pursuant to the Bond Lease, without limitation, the Company will be responsible, during the Term, for all of the Project’s costs of operation and maintenance, insurance (as provided in Section 1.2 hereof), and (subject to Section 2.4 hereof) taxes. The Bond Lease shall provide customary and reasonable requirements for indemnification of the Authority, its directors, members, officers, employees and representatives, against any claims, liabilities or losses relating to the Bond or the Project, or the Company’s operations thereof, or environmental claims relating to the Project (to the extent that any environmental claim is based on facts or circumstances first existing after the effective date of the Bond Lease), such requirement for indemnification to be consistent with the provisions of Section 1.8 hereto. Said indemnity shall survive the Closing and the expiration or earlier termination of this Agreement and the Bond



Lease. The Bond Lease will contain provisions reasonably satisfactory to the Company and the Authority limiting the transfer by the Authority of items of property comprising the Project. The Bond Lease shall have a term (“**Term**”) sufficient to accommodate the Savings Schedule (defined below) and to accommodate the possibility of a Force Majeure extension of the outside date for Year 1, provided, that the Term shall be structured to be comprised of intervals, each of less than five (5) years, and each of which shall automatically renew for the next interval unless notice of non-renewal is given by the Company. The Bond Lease will contain provisions which recite the property tax or *ad valorem* exempt nature of the Authority’s interest in the Project so as to specify that there shall be no such taxes or payments in lieu of taxes, except as specified herein and in the Definitive Documents for the Project.

2.8. Purchase Option. The Authority, by a separate instrument (the “**Option Agreement**”), which is one of the Definitive Documents, shall grant the option to purchase the Project or from time to time any portion thereof (the “**Purchase Option**”), to the Company, as contemplated in Section 2.1, above, to the extent that the Authority holds title thereto at the time, exercisable for (i) an option exercise price of \$10; (ii) plus any other amounts due to the Authority that must be paid at such time by the Company, including, without limitation, any Community Recovery Payments (defined below ) then past due, if any; and (iii) if the Bond has not theretofore been retired, the Company shall cause the Bond to be retired or cancelled. The Company may not exercise its Purchase Option under this Section if at the time of the attempted exercise of such Purchase Option, the Company is materially in default under the Bond Lease, unless it simultaneously cures such material default.

2.9. Definitive Documents. The term, “**Definitive Documents**,” means and includes the Bond, the Bond Lease, the Option Agreement, the EDA, the Bond Purchase Loan Agreement, and any other related documents necessary to implement the transactions described herein. The Definitive Documents shall be prepared by Bond Counsel and shall be subject to the approval of the Authority, the Company, and the legal counsel thereof. The Parties agree to negotiate in good faith to establish the terms and conditions to be included in the Definitive Documents. It shall be a Closing Condition in favor of each of the Company and the Authority that they reach an agreement on such terms and conditions that are applicable to each of them.

2.10. Other Forms of Financing. The Authority, at the written request of the Company with the written consent of the Holder (as defined below) of the Bond, shall execute and deliver to a Lender (as defined below), or shall join the Company in the execution and delivery to a Lender, of a Superior Security Document (as defined below) in favor of such Lender with respect to the Project which encumbers the Authority’s fee interest and execute any related documents in connection with the Company’s financing or refinancing of the Project. At the Company’s written request, and with the prior written consent of the Holder, the Authority shall, by a subordination agreement, subordinate its fee simple interest and estate in the Project (not including its “Unassigned Rights” as defined in the Bond Lease) to a Leasehold Mortgage (as defined below) or otherwise to the holder of a Superior Security Document, and shall execute and deliver such further instruments, subordinations, joinders, amendments, or other agreements reasonably requested by the Company in order to effect such subordination and to evidence the first lien priority of a Superior Security Document. Without in any way limiting the foregoing, a Lender shall have the right at its option, whether before or after completion of the Project, to foreclose upon the leasehold estate under the Bond Lease pursuant to the terms of a Superior

Security Document or Leasehold Mortgage, and, if the Lender, the Lender’s designee or another third party (“**Lease Acquiring Party**”) acquires title to any leasehold estate pursuant to a foreclosure sale or a conveyance in lieu of foreclosure of the Superior Security Document or Leasehold Mortgage, said Lease Acquiring Party, its successor and assigns, shall be recognized and considered as the lessee or tenant under the Bond Lease and the Company under this Agreement and the Definitive Documents and shall have all of the obligations, responsibilities, rights and benefits of the within-named Company thereunder. Upon any transfer or assignment of the Bond Lease by the Lease Acquiring Party and the express assumption thereby of all prospective obligations, responsibilities, warranties and covenants of the Company under the Bond Lease, the Lease Acquiring Party shall be released and discharged from all liability thereafter accruing under the Bond Lease, the other Definitive Documents and this Agreement. “Holder” means the Person in whose name the Bond is registered on the registration books of the Authority and initially means the Company. “Person” means a natural person, business organization, public body, or other legal entity. “Lender” means any financial institution which has advanced credit to the Company with respect to the Project. “Superior Security Document” means any deed to secure debt or similar instrument or instruments in which the Company or the Authority (at the request of the Company), or both, pledges the Project or its interest in the Bond Lease to a Lender; the Authority may be a grantor or debtor thereunder, but the Authority’s obligations thereunder shall be non-recourse, except that recourse may be had against the Authority’s interest in the collateral pledged under such instrument. “Leasehold Mortgage” means any leasehold mortgage or leasehold deed to secure debt pursuant to which the Company pledges its interest in the Bond Lease to a Lender. As a condition precedent to Lender’s and Lease Acquiring Party’s rights contained herein, Lender shall be required to give the Authority the same advanced notice of default required under any applicable loan documents, the same statutory notice required by law for foreclosure, and the same rights to cure, as Company.

2.11. Transfers.

2.11.1. The rights and benefits of the Company under this Agreement may not be transferred and assigned by the Company, in whole or in part, prior to Closing, except to an Affiliate (defined below) of the Company.

2.11.2. Except as expressly provided in this Section or elsewhere in this Agreement or in the Bond Lease or other Definitive Documents, after the Closing the Company may not, without the prior written consent of the Authority, which may not be unreasonably withheld, conditioned or delayed, (a) transfer its interest in the Project, or (b) assign its interests and rights under the Bond Lease or other Definitive Documents. The foregoing shall not be construed to impose any restriction on the transfer of equity interests in the Company.

2.11.3. The Company, as the tenant under the Bond Lease, may sublease (or lease, to the extent that a leasing continues beyond the Term) the Project as a whole or in part, provided, that (a) any such transaction outside of the ordinary course of the Company’s business shall be subject to prior approval by the Authority, as the landlord under the Bond Lease, which may not unreasonably be withheld, conditioned or delayed, and (b) in the case of all transactions, the sublease is expressly subject and subordinate to the Bond Lease, and that the Company is not released from its obligations under the Bond Lease.

2.11.4. The Company may assign the Bond Lease and the other Definitive Documents without the consent of the Authority, but upon prior or contemporaneous notice to the Authority, in the event that, (a) (i) the Company expressly agrees, by written instrument in form and substance reasonably satisfactory to the Authority, to remain obligated for all obligations and liabilities thereunder, whether incurred before, as of, or after such assignment, and to maintain its legal existence and solvency, provided that clause (b) of Section 2.11.5, below must be satisfied, and, (ii) the assignee is solvent, after giving effect to such transaction, and expressly assumes in writing and agrees to pay and to perform all of the Company's obligations and liabilities thereunder, whether incurred before, as of, or after such assignment, or (b) the Company consolidates with or merges into another domestic entity or permits one or more domestic legal entities to consolidate with or merge into it or the Company transfers or conveys all or substantially all of its assets to another domestic legal entity, but only on the condition that, either, (i) if the Company is the transferee or surviving entity, then the Company expressly agrees, by written instrument in form and substance reasonably satisfactory to the Authority, to remain obligated for all obligations and liabilities thereunder, whether incurred before, as of, or after such assignment, and is solvent, after giving effect to such transaction, and agrees to maintain its legal existence and solvency, and, (ii) if the Company is not the transferee or surviving entity, then the transferee or surviving entity shall be solvent, after giving effect to the transaction, and shall expressly assume in writing and agree to pay and to perform all of the Company's obligations and liabilities thereunder, whether incurred before, as of, or after such transaction.

2.11.5. The Company may assign its interest in the Project, and the Bond Lease and the other Definitive Documents, pursuant to an Exempt Assignment (as defined in the Bond Lease) without the approval of the Authority, but upon prior or contemporaneous notice to the Authority; provided that, (a) any assignee of the Company shall agree to fully and unconditionally assume all obligations of the Company arising under the Bond Lease and such other Definitive Documents, including, without limitation, all indemnity provisions contained in the Bond Lease and the other Definitive Documents, and (b) the assignor and assignee must first receive prior written confirmation from the Authority that the Authority is satisfied that the Company will have the financial capability thereafter to satisfy, and will continue to satisfy, any continuing indemnification and other obligations; without limitation, the Authority may condition its satisfaction with such financial capability upon the Company providing surety satisfactory to the Authority.

2.11.6. Any provision hereof to the contrary notwithstanding, any assignment by the Company of any interest in this Agreement, the Project, the Bond Lease or the other Definitive Documents shall be further subject to the following conditions:

2.11.6.1. If the Authority should, in a writing approved by a resolution of the Authority, consent to an assignment, then the Authority in such consent may agree to release the assignor from all liabilities and obligations accruing under the assigned documents or instruments after the effective date of such assignment;

2.11.6.2. The assignor shall, within fifteen (15) days after the

delivery thereof, furnish or cause to be furnished to the Authority and (after the issuance of the Bond) to the holder of the Bond a true and complete copy of each such assignment, together with any instrument of assumption; and

2.11.6.3. An assignee of the interest of the Company under the Bond Lease must also be the holder of the Bond and the assignee of the Company’s interest under the other Definitive Documents. A pledgee of the interest of the Company under the Bond Lease must also be the pledgee of the Bond and the pledgee of the Company’s interest under the other Definitive Documents. An assignee must assume all obligations of the Company under the assigned instruments and documents. In the event a pledgee shall ever become the owner of the rights and interests of the Company under the pledged instruments and documents by reason of judicial foreclosure, nonjudicial sale under power or other proceedings brought by the pledgee to enforce its rights thereunder, or through any other means or manner in connection therewith, the pledgee shall assume all obligations and responsibilities of the Company thereunder arising from and after the date it becomes the owner.

2.11.7. As used herein, “**Affiliate**” means any person or entity (as used herein “entity” includes, without limitation, any public body) that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with, a specified person or entity. Without limitation, “control” of the other person or entity is deemed to exist if a person or entity possesses, directly or indirectly, the power: (A) to vote more than 50% of the voting securities of such other person or entity (on a fully diluted basis) having ordinary power to vote in the election of the governing body of such other person or entity, or (B) to direct or cause the direction of the management or policies of the other person or entity, whether through the ownership of voting securities, by contract or otherwise.

2.11.8. The Bond Lease will provide that the permitted uses of the Project are restricted to those that are described in the Project description provided for on Schedule 1.1 hereto.

**3. INCENTIVES TO BE PROVIDED.**

3.1. Purpose of Incentives. In order to induce the Company to locate the Project at the Site, the following economic inducements will be provided for the Project by the Authority and other entities, as applicable.

3.2. Ad Valorem Tax Savings.

3.2.1. Basis for Savings. Under the Act, under which the Authority was created and exists, and provided the effect and operation of the provisions of said Act and related laws are in no way impaired or limited by legislative or judicial act after the date of this Agreement, all property owned by the Authority is exempt from *ad valorem* property tax. As the title to the Project transferred by the Company to the Authority by bill of sale will be vested in the Authority during the term of the Bond Lease, the Authority’s interest in the Project, as well as the Company’s leasehold interest therein, will be exempt from *ad*

*valorem* taxes during the term of the Bond Lease. See *McMillan v. Jacobs*, 249 Ga. 117, 288 S.E.2d 211 (1982) and *Hart County Board of Assessors v. Dunlop Tire & Rubber Corporation*, 252 Ga. 479, 314 S.E.2d 188 (1984). In addition, the Parties also intend that the Bond Lease shall be structured, and shall incorporate the restrictions on use set forth in this Agreement and to be set forth in the Bond Lease, so that the Company’s leasehold interest in the Project will be a mere usufruct, or, as to personal property, a nontaxable bailment for hire, and not a taxable estate for years, with similar provisions to the sub-lessee identified under and pursuant to the holding of the Georgia Supreme Court in *Macon-Bibb County Board of Tax Assessors v. Atlantic Southeast Airlines, Inc.*, 262 Ga. 119, 414 S.E.2d 635 (1992), and the Georgia Court of Appeals in *Joint Development Authority Of Jasper County v. McKenzie*, 367 Ga. App. 514 (2023). Thus, while the Bond Lease is in effect, the Company shall pay no actual taxes on its leasehold interest in the Project irrespective of the Authority’s exemption. However, notwithstanding the foregoing, the Company agrees that in consideration of the Bond Lease structure and other benefits accruing thereunder, so as not to deprive the taxing authorities of revenues which may otherwise flow from the Project, the Company shall make payments in lieu of taxes (each a “**PILOT Payment**,” and collectively the “**PILOT Payments**”) as provided in Schedule 3.2 (the “**Savings Schedule**”) attached hereto and incorporated herein by reference. The Company shall pay normal *ad valorem* property taxes with respect to property it owns which is not titled to the Authority in connection with the issuance of the Bond. In the event that the Company is required to pay any *ad valorem* taxes on any property interests in the Project held by the Authority, such amount of *ad valorem* taxes paid by the Company shall be deducted from the PILOT Payments due from the Company.

3.2.2. Reversion to Normal Taxability. If the option to purchase the Project to the extent it is owned by the Authority is exercised upon termination of the Bond Lease or earlier, in whole or in part, or if the Bond Lease is otherwise terminated or expires, the Project will be taxable according to normal *ad valorem* property taxation rules that are applicable to privately-owned property.

3.2.3. Procedures.

(a) Each year, on or before March 1, the Company will deliver to the Authority a report (the “**Property Report**”). The Property Report shall be used by the Authority to assign the valuation of the portion of the Project titled to the Authority. The Property Report shall detail the following:

- (i) each item of property which has become part of the Project as of January 1 of the same year;
- (ii) each item of property which has become part of the Project in all prior tax years;
- (iii) the tax year in which each item of the property became part of the Project;
- (iv) the original cost of each item of property;

(v) a statement of cumulative capital investment; and

(vi) a statement of the cumulative amount of the assumed annual appreciation (1.00% annually) of each item of property; and

(b) Items (i) through (vi) of subsection (a) above shall be satisfied by the Company’s submission by March 1 of (1) a proforma Georgia personal property tax return (Form PT-50P) for all personal property constituting a part of the Project reflecting the appropriate depreciation group classification for such personal property as set forth on the Form PT-50P; and (2) a proforma Georgia real property tax return (Form PT-50R) for all real property and improvements constituting a part of the Project, but in each case, indicating that such property is owned by the Authority and is exempt from ad valorem taxation.

(c) Billing and Dates for PILOT Payments. The Authority shall bill and collect annually PILOT Payments (as defined in Schedule 3.2 attached hereto) and any applicable Community Recovery Payments due from the Company under these methodologies. At the time tax bills are mailed by the County for the Year or at such other reasonable time as the Authority may determine following the submission of the Community Investment Report (but no earlier than July 1 of any Year) and assigning of a value as set forth above, the Authority will provide the Company an invoice for the amount equal to the PILOT Payment and applicable Community Recovery Payment, if any, due for such Year (each a “**PILOT Invoice**”). The Company may object to a valuation in any Year which the Company reasonably understands to be inconsistent with the value of the Project or procedures set forth in this Agreement, and the Authority and the Company may utilize such reasonable methods to resolve any objection, including mediation, third-party determination, or judicial review, as may be more fully set forth in the Bond Lease. Subject to the negotiated rights between the Company and the Authority to object to the valuation of the Project, the Company will be required to pay the PILOT Invoice in full, by a separate check to the Authority or its designee on or before October 15 of each Year, or within thirty (30) days after such PILOT Invoice is sent, whichever is later. All PILOT Payments and Community Recovery Payments collected by the Authority will be retained, used, and disbursed by the Authority in its discretion in consultation with local taxing authorities. At the time tax bills are mailed by the County for the Year or at such other reasonable time as the Authority may determine following the submission of the Community Investment Report and assigning of a value as set forth above, the Authority will provide the Company an invoice for the amount equal to the PILOT Payment due for such Year. Subject to its rights to appeal as set forth hereinabove, the Company shall pay the invoice in full, by a separate check to the Authority or its designee on or before October 15 of each year, or within 30 days after the invoice is sent, whichever is later.

(d) Should the Company fail to make payments in lieu of taxes required by this Agreement at the times and in the manner provided for in this Agreement, and such failure continues for a period of thirty (30) days following the Company’s receipt of written notice from the Authority, then the Company shall be obligated to pay to the Authority, in addition to such payment in lieu of taxes, an amount that shall be equal to the penalties and interest that would be assessed against the Company if such payment in lieu of taxes were delinquent ad valorem taxes.

The Authority shall notify the Company of any such penalties and interest. The Company hereby agrees that the Authority shall have all of the rights and remedies (including, without limitation, audit rights) related to payments in lieu of taxes, interest and penalties, as the Board of Assessors and the Tax Commissioner would have in the case of ad valorem taxes (including, without limitation, delinquent ad valorem taxes), and the Company agrees upon request of the Authority to grant any security lien or security interest necessary such that the Authority has the equivalent of tax liens for such purposes, subordinate to any prior security titles or security interests permitted elsewhere herein, provided that such subordinate lien or security interest is allowed by the terms of the instruments governing such prior security titles or security interests. Likewise, the Authority hereby agrees that the Company shall have all of the same rights and remedies as it would have in the case of a dispute over ad valorem property taxes, including, without limitation, the right to dispute the valuation used by the Authority. The obligation to make payments in lieu of taxes, and any related interest and penalties, shall be obligations to the Authority, who upon receipt shall disburse them to the applicable public bodies as though they were payments of normal taxes, or any related interest and penalties, as appropriate.

**4. JOBS AND INVESTMENT GOALS.**

4.1. Inducement. The Company has agreed to construct and locate the Project in the County at the Site, provided, that nothing herein contained shall obligate the Company to make any particular level of investment or create any particular level of jobs. Rather, the Company’s responsibilities regarding such matters shall be governed exclusively by the provisions hereof relating to Community Recovery Payments (provided for in Section 4.9, below). The Company’s foregoing agreement to locate and construct the Project at the Site is based, in part, on the incentives being provided by the Authority in connection with the Bond Lease, this Agreement and the EDA. Such incentives are being provided to induce the Company to locate the Project at the Site, with attendant job creation and investment on the part of the Company, all of which constitutes valuable, non-cash consideration to the Authority and the citizens of the County and of the State. The Parties acknowledge that the incentives provided for in this Agreement serve a public purpose through the job creation and investment generation and provision of Essential Housing represented by the Project. The Parties further acknowledge that the cost/benefit requirements applicable to the Authority in the course of providing such incentives dictate that some measure of recovery must be applied in the event that the anticipated jobs, investment and Essential Housing do not for any reason fully materialize. The Company represents to the Authority that the Site is currently the only location in Georgia that the Company is considering for the Project.

4.2. Community Jobs Goal. For the Performance Period, as provided on the Community Goals Table (“**Community Goals Table**”) included on the “**Community Incentives Schedule**” attached as Schedule 4 hereto and incorporated herein by reference (such period, the “**Performance Period**”) and with respect to the incentives covered by the Incentives Table, the Company shall have the goal of providing not fewer than the number of new full-time jobs at the Project specified on the Community Goals Table as the applicable Community Jobs Goal (the goal applicable in any particular year being the “**Community Jobs Goal**” for such year). For purposes of this Agreement, the number of new “full-time jobs” shall be defined and determined, from time to time, as provided on Schedule 4.2 attached hereto and incorporated herein by reference. Schedule 4.2 also determines how the number of full-time jobs shall be calculated.

4.3. Community Jobs Shortfall Percentage. If, for any year in the Performance Period, the number of full-time jobs at the Project is less than the Community Jobs Goal that is applicable to such year, the actual number of such full-time jobs shall be subtracted from the applicable Community Jobs Goal to obtain the “**Community Jobs Shortfall.**” The number of jobs constituting the Community Jobs Shortfall shall be divided by the applicable Community Jobs Goal and converted to a percentage to determine the “**Community Jobs Shortfall Percentage**” for such year. If there is no shortfall, such percentage shall be 0%.

4.4. Community Investment Goal. For purposes of the incentives covered by the Incentives Table, the Company shall have a “**Community Investment Goal**” of its having invested, in the aggregate, in the Project in each year of the Performance Period the amount for such year specified on the Community Goals Table as the applicable Community Investment Goal (the goal applicable in any particular year, the “**Community Investment Goal**”). For purposes of the Community Investment Goal the investment at the Project shall be calculated on a cumulative basis from the date hereof to the end of each year of the Performance Period. Schedule 4.4 attached hereto and incorporated herein by reference provides rules that shall apply to satisfying the Community Investment Goal. Once the Company meets the Community Investment Goal of \$60,000,000, the Community Investment Goal shall be deemed to have been met for all future years under this Agreement.

4.5. Community Investment Shortfall Percentage. If, for any year in the Performance Period, the cumulative amount of capital investment by the Company in the Project is less than the Community Investment Goal that is applicable to such year, the actual amount of such investment shall be subtracted from the applicable Community Investment Goal to obtain the “**Community Investment Shortfall.**” The amount of investment constituting the Community Investment Shortfall shall be divided by the applicable Community Investment Goal and converted to a percentage to determine the “**Community Investment Shortfall Percentage.**” If there is no shortfall, such percentage shall be 0%.

4.6. Community Housing Goal. For purposes of the incentives covered by the Incentives Table, the Company’s “**Community Housing Goal**” at the Project, is to reserve 27 units in the Project, first for (i) applicants with a member of the household who are employed or have accepted an offer of employment from a department or office with the County and its departments (including constitutional officers like Sheriff, Clerk of Court, etc.) and the Board of Education, and then to (ii) (x) first responders, such as firefighters, paramedics, emergency medical technicians, nurses, and other emergency medical personnel without a medical doctorate, and (y) hospitality and retail workers (the “**Essential Housing**”) in each year of the Performance Period the amount for such year specified on the Community Goals Table as the applicable Community Housing Goal (the goal applicable in any particular year, the “**Community Housing Goal**”). The Company shall not be obligated to reserve any particular unit for Essential Housing for any period once the initial reservation of 27 units has been satisfied with Essential Housing qualified residents. However, the Company will be obligated to backfill units for Essential Housing until the 27 units are occupied for Essential Housing. The Authority reserves the right to waive, upon written request by the Company, the application of the Essential Housing requirements upon a showing of the Company’s inability to obtain qualified applicants: (i) initially after one year, and (ii) thereafter, over a 6 month period. The performance of such agreement between the Authority and the Company is hereby designated as



being subject to Force Majeure being claimed by the Authority on behalf of itself and the Company, and therefore the time for the performance thereof shall be subject to extension on a day for day basis as the result of Force Majeure.

4.7. Community Housing Shortfall Percentage. If, for any year in the Performance Period, the units occupied or reserved for Essential Housing by the Company in the Project is less than the Community Housing Goal that is applicable to such year, the actual amount of such units shall be subtracted from the applicable Community Housing Goal to obtain the “**Community Housing Shortfall.**” The amount of units constituting the Community Housing Shortfall shall be divided by the applicable Community Housing Goal and converted to a percentage to determine the “**Community Housing Shortfall Percentage.**” If there is no shortfall, such percentage shall be 0%.

4.8. Annual Report. On or before February 1 of each year following a calendar year that is in the Performance Period, the Company shall provide to the Authority an annual report for the preceding calendar year which shall include a Community Jobs Report, a Community Investment Report, and a Community Housing Report as described below (each an “**Annual Report**”). For years subsequent to the year in which the Community Investment Goal is met, no further Community Investment Reports shall be required and the Community Investment Shortfall Percentage shall be 0% for such years for purposes of calculating the Project Shortfall Percentage. Each Annual Report shall be in substantially the form of Schedule 4.8 attached hereto and incorporated herein by reference, as revised for the matters being reported.

4.8.1. Community Jobs Report. The Community Jobs Report shall contain a statement as to the full-time jobs at the Project for the immediately preceding year (each, an “**Annual Report Year**”) using the methodology provided above, and shall provide such supporting extracts from the Company’s employment records (consistent with the privacy rights of its employees) as the Authority shall reasonably request.

4.8.2. Community Investment Report. The Community Investment Report shall contain a statement as to the Company’s investment in the Project for the subject Annual Report Year, using the methodology prescribed herein, subject to the provisions of Section 4.4 above, relating to the Company’s satisfaction of the Community Investment Goal.

4.8.3. Community Housing Report. The Community Housing Report shall contain a statement as to the Company’s achievement of the Community Housing Goal for the Project for the subject Annual Report Year and shall provide such supporting extracts from the Company’s leasing records (consistent with the privacy rights of housing applicants) as the Authority shall reasonably request.

4.8.4. Inspection Rights. No more often than once per year during the Performance Period, the Authority and its agents shall be permitted to inspect employment and investment records of the Company, specifically related to the Project, to verify such information during normal business hours and upon reasonable notice. The Company may reasonably redact such records to protect the confidentiality of the Company and its employees or its customers.

4.8.5. Project Shortfall Percentages. The Annual Report shall calculate any Community Jobs Shortfall Percentage, any Community Investment Shortfall Percentage, and any Community Housing Shortfall Percentage. The average of the Community Jobs Shortfall Percentage, the Community Investment Shortfall Percentage and the Community Housing Shortfall Percentage shall be the “**Project Shortfall Percentage,**” which shall also be calculated and stated in the Annual Report.

4.9. Community Recovery Payments. If an Annual Report shows that, for the immediately preceding Annual Report Year, there is a Project Shortfall Percentage, then, the Company, in such Annual Report, shall calculate the amount of the “**Community Recovery Payments,**” and shall pay the same, all pursuant to and as defined in the Community Incentives Schedule.

4.10. Failure to File Report and Make Required Payments. If the Company fails to pay any PILOT Invoice or Community Recovery Payment when due, and such failure continues for a period of ten (10) days following receipt of written notice from the Authority, then interest shall be paid by the Company thereon at the rate of 7% per annum (or such lesser rate as may be allowed by law) until paid. If there has been a failure which is not cured within thirty (30) days following a written notice from the Authority that it be cured, the Authority shall be entitled to enforce its rights under this Section 4.10 and the Company shall indemnify the Authority for all costs of enforcement, including any court costs and reasonable and actual attorneys’ fees and court costs. The Company shall be liable for the payment of any such interest, fees and costs. Notwithstanding the foregoing, the Company shall be responsible for all reasonable costs actually incurred by the Authority in connection with any non-compliance by the Company with this Agreement, including, without limitation, Annual Report errors, omissions and discrepancies, and the Authority shall provide the Company itemized invoices documenting any costs so incurred. Such costs may include, but are not limited to, reasonable fees and disbursements of attorneys actually incurred by the Authority.

4.11. Substantial Failure; Distinctive Features.

4.11.1. Each of the following shall be a “**Substantial Failure**”:

4.11.1.1. The Company fails to operate the Project in any material respect for use as a mixed used, market-rate residential rental community.

4.11.1.2. The Company fails to start physical work of a significant nature towards constructing the Project by December 31, 2027, subject to Force Majeure, in accordance with Section 1.9.6 hereof.

4.11.1.3. The failure of the Company to achieve Year 1 by 2029 in accordance with Section 1.9.6 hereof, subject to Force Majeure, in accordance with Section 1.9.6 hereof.

4.11.1.4. The failure of the Company to design, construct, equip, install and maintain the Project in compliance in all material respects with the Distinctive Features.

4.11.2. The occurrence of a Substantial Failure will constitute sufficient basis for the Authority, in its sole discretion, to increase the amounts payable by the Company (which the Company agrees to pay) under the Savings Schedule from time to time, in any increment that the Authority sees fit in its sole discretion, up to 100% of normal taxes on the Project for the remaining term of the Bond Lease, provided that the Authority likewise may, in its sole discretion, from time to time, in any increment that the Authority sees fit, rescind any such increase. The increase in the amount payable shall constitute payments in lieu of taxes. When applicable, the Authority shall calculate and invoice the Company (with a copy to the Tax Commissioner) for the amount of such payment due, and the Company shall pay the amount due to the Tax Commissioner within thirty (30) days of its receipt of such invoice. Such payment obligation shall be owed by the Company to the Tax Commissioner and if not timely paid, the Company agrees that the Tax Commissioner shall have all rights and remedies with respect thereto, including without limitation, the collection of penalties and interest, and the filing of a tax lien, the same as in the case of unpaid normal taxes.

**5. TERMINATION OF AGREEMENT.**

5.1. Delay. If, despite the good faith efforts of the Parties, this Agreement is not fully executed on or before February 28, 2025 and validation of the Bond has not occurred by April 30, 2025, or the Closing has not occurred by June 30, 2025, then the Authority or the Company may terminate this Agreement by written notice to the other Party, without any further liability except as otherwise expressly provided in this Agreement.

5.2. Approval by Governing Bodies. Upon its execution of this Agreement, each Party hereto represents and warrants that its governing body or other authorized committee or official thereof has approved and authorized its entry into such Agreement.

5.3. Closing Conditions. Any Party shall have the right to terminate this Agreement prior to the Closing, without any further liability except as otherwise expressly provided in this Agreement, effective immediately upon giving written notice to the other Party, if:

5.3.1. The other Party is in breach of this Agreement.

5.3.2. There has been commenced or threatened against the Authority, the Company, or any Affiliate of the Company, any proceeding (a) involving any challenge to, or seeking damages or other relief in connection with, any of the matters that are the subjects of this Agreement, or (b) that may have the effect of preventing, delaying, making illegal, imposing limitations or conditions on, or otherwise interfering with, any of such matters. An uncontested validation proceeding for the Bond shall not be considered a proceeding within the meaning of this Section.

5.4. The Authority’s Termination Rights. The Authority shall have the right to terminate this Agreement, without any further liability except as otherwise expressly provided in this Agreement, effective immediately upon giving written notice thereof to the other Party, pursuant to any provision allowing it to do so contained elsewhere in this Agreement. Without limitation, the Authority shall have the right to terminate this Agreement, effective immediately

upon giving written notice to the other Party if, by the Closing (or if this Agreement specifies another time therefor, then by such time) each Closing Condition set forth herein in favor of the Authority has not been satisfied. If the Authority does not exercise any such right to terminate by the Closing (or by such other time specified), then, as of the Closing, such right shall be deemed waived with respect to the subject thereof.

5.5. The Company’s Termination Rights. The Company shall have the right to terminate this Agreement prior to Closing, without any further liability except as otherwise expressly provided in this Agreement, effective immediately upon giving written notice thereof to the other Party, for its convenience for any reason or no reason at all, and also pursuant to any provision allowing it to do so contained elsewhere in this Agreement. Without limitation, the Company shall have the right to terminate this Agreement, effective immediately upon giving written notice to the other Party if, by the Closing (or if this Agreement specifies another time therefor, then by such time) each Closing Condition set forth herein in favor of the Company has not been satisfied. If the Company does not exercise any such right to terminate by the Closing (or by such other time specified), then, as of the Closing, such right shall be deemed waived with respect to the subject thereof.

5.6. Effect of Termination. If any Party terminates this Agreement pursuant to a right provided herein or if this Agreement expires, this Agreement shall terminate or expire as to all Parties without any further liability on the part of any Party, except as may theretofore have accrued, or except as otherwise expressly provided in this Agreement, or shall exist as a result of any prior breach hereof.

**6. MISCELLANEOUS.**

6.1. Notices. Any notice required to be given by any Party pursuant to this Agreement, shall be in writing and shall be deemed to have been properly given, rendered or made only if either (i) delivered personally to the Party or, if such Party is not an individual, to an officer or other legal representative of the Party to whom the same is directed, or (ii) mailed by registered or certified mail, return receipt requested, postage prepaid, or (iii) sent via nationally recognized overnight courier for next business day delivery, addressed to each other Party at the addresses set forth below (or to such other address as any particular Party may designate for notices to it to each other Party from time to time by written notice), and shall be deemed to have been given, rendered or made on the day so delivered or on the date of personal delivery, the first business day after having been deposited with the courier service or the United States Postal Service:

If to the Authority: Putnam Development Authority  
107 S Jefferson Avenue  
Eatonton, Georgia 31024  
Attn: Walt Rocker III, Chairman

with a copy to: Seyfarth Shaw LLP  
1075 Peachtree Street NE - Suite 2500  
Atlanta, Georgia 30309  
Attn: Kevin T. Brown, Esq.

If to the Company: Harmony Road GA, LLC  
c/o Southeastern Real Estate Group  
2743 Perimeter Pkwy, Bldg 100  
Suite 370  
Augusta, Georgia 30909  
Attn: Matt Mills, Executive Vice President

with a copy to: Arnall Golden Gregory LLP  
171 17th Street NW  
Suite 2100  
Atlanta, GA 30363  
Attn: Andrew J. Schutt, Esq.

6.2. Confidential Information. All confidential information acquired by the Authority relating to the Company shall be held in confidence by it, subject to its legal obligations as a public body, including, without limitation O.C.G.A. § 50-18-70 *et seq.* and § 50-14-1 *et seq.* The Company and its advisors shall, prior to the execution and delivery hereof, treat the contents of this Agreement as confidential, and, without limitation, shall not disclose such contents to competing communities or states.

6.3. No Partnership or Agency. No partnership or agency relationship between or among the Parties shall be created as a result of this Agreement.

6.4. Survival of MOU. This Agreement shall survive the Closing and the expiration or termination of the Bond Lease, but may be superseded in whole or in part by the EDA to the extent that the EDA expressly so provides.

6.5. Governing Law. The transactions contemplated hereunder and the validity and effect of this Agreement are exclusively governed by, and shall be exclusively construed and enforced in accordance with, the laws of the State of Georgia, except for the State’s conflicts of law rules.

6.6. Intergovernmental Agreement. This Agreement shall also constitute an intergovernmental agreement under Georgia Constitution Art. IX, Sec. III, Para. I between and among the Authority and the County, acknowledged by the District, the Board of Assessors, and the Tax Commissioner. Such intergovernmental agreement is subject to the 50-year term limit contained in such provision of the Georgia Constitution but shall expire earlier upon its complete performance.

6.7. Amendments. Any amendments, deletions, additions, changes or corrections hereto must be in writing executed by the Parties hereto. This Agreement does not confer any rights or remedies upon any person or entity (including, without limitation, any public body), other than the Parties to this Agreement and their respective permitted successors and assigns. Without limitation, a writing executed only by the Parties hereto or their respective permitted successors and assigns shall be effective to amend or terminate this Agreement.

6.8. Entire Agreement. This Agreement, together with the Definitive Documents (when executed), constitutes the entire agreement between the Parties with respect to the subject matter hereof.

6.9. Severability. In the event any provision of this 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.

6.10. Counterparts. This Agreement may be signed in counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

6.11. No Personal Liability of Representatives of Authority. No official, member, director, officer, agent, or employee of the Authority shall have any personal liability under or relating to this Agreement. Rather, the agreements, undertakings, representations, and warranties contained herein are and shall be construed only as corporate agreements, undertakings, representations, and warranties, as appropriate, of such public bodies. Without limitation, and without implication to the contrary, all Parties hereto waive and release any and all claims against each such official, member, director, officer, agent, or employee, personally, under or relating to this Agreement, in consideration of the entry of the Authority into this Agreement.

6.12. No Personal Liability of Representatives of Company. No official, member, manager, director, officer, agent, or employee of the Company shall have any personal liability under or relating to this Agreement. Rather, the agreements, undertakings, representations, and warranties contained herein are and shall be construed only as corporate agreements, undertakings, representations, and warranties, as appropriate, of such entity. Without limitation, and without implication to the contrary, all Parties hereto waive and release any and all claims against each such official, member, manager, director, officer, agent, or employee, personally, under or relating to this Agreement, in consideration of the entry of such entity into this Agreement.

6.13. Legal Compliance. The Company agrees that it and its officers and employees acting for it in matters relating to this Agreement shall comply with all applicable provisions of law, including, without limitation, O.C.G.A. § 50-36-1 relating, in part, to public benefits.

6.14. Business Days. References herein to a “business day” are to a day on which the offices of the Authority are open for business.

6.15. Effective Date. This Agreement shall not be effective until it has been fully executed by all Parties hereto.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

**IN WITNESS WHEREOF**, the Parties have executed this Memorandum of Understanding and caused it to be delivered as of the following **“Effective Date”**: \_\_\_\_\_, 2025.

**The “Authority”:**

**PUTNAM DEVELOPMENT AUTHORITY**

By: \_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Secretary

[SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

**The “Company”:**

**Harmony Road GA, LLC,**  
a Georgia limited liability company

By: \_\_\_\_\_(SEAL)  
Name:  
Title:

[SIGNATURES CONTINUE ON FOLLOWING PAGE]



**ACKNOWLEDGED**

The undersigned acknowledges this Agreement and agrees to the provisions hereof that are applicable to the County.

**PUTNAM COUNTY**

By: \_\_\_\_\_  
Chairman, Board of Commissioners

Attest:

\_\_\_\_\_  
Clerk, Board of Commissioners

[COUNTY SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

**ACKNOWLEDGED**

The undersigned acknowledges this Agreement and agrees to the provisions hereof that are applicable to the Putnam County School District.

**PUTNAM COUNTY SCHOOL DISTRICT**

By: \_\_\_\_\_  
Chairman, Board of Education

Attest:

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

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

[SIGNATURE PAGE TO MEMORANDUM OF UNDERSTANDING]

**ACKNOWLEDGED**

The undersigned acknowledges this Agreement and agrees to the provisions hereof that are applicable to the Board of Assessors.

**BOARD OF TAX ASSESSORS  
OF PUTNAM COUNTY**

By: \_\_\_\_\_  
Chairman

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

**ACKNOWLEDGED**

The undersigned acknowledges this Agreement and agrees to the provisions hereof that are applicable to the Tax Commissioner.

**TAX COMMISSIONER OF  
OF PUTNAM COUNTY**

By: \_\_\_\_\_  
Terrell E. Abernathy, Tax Commissioner

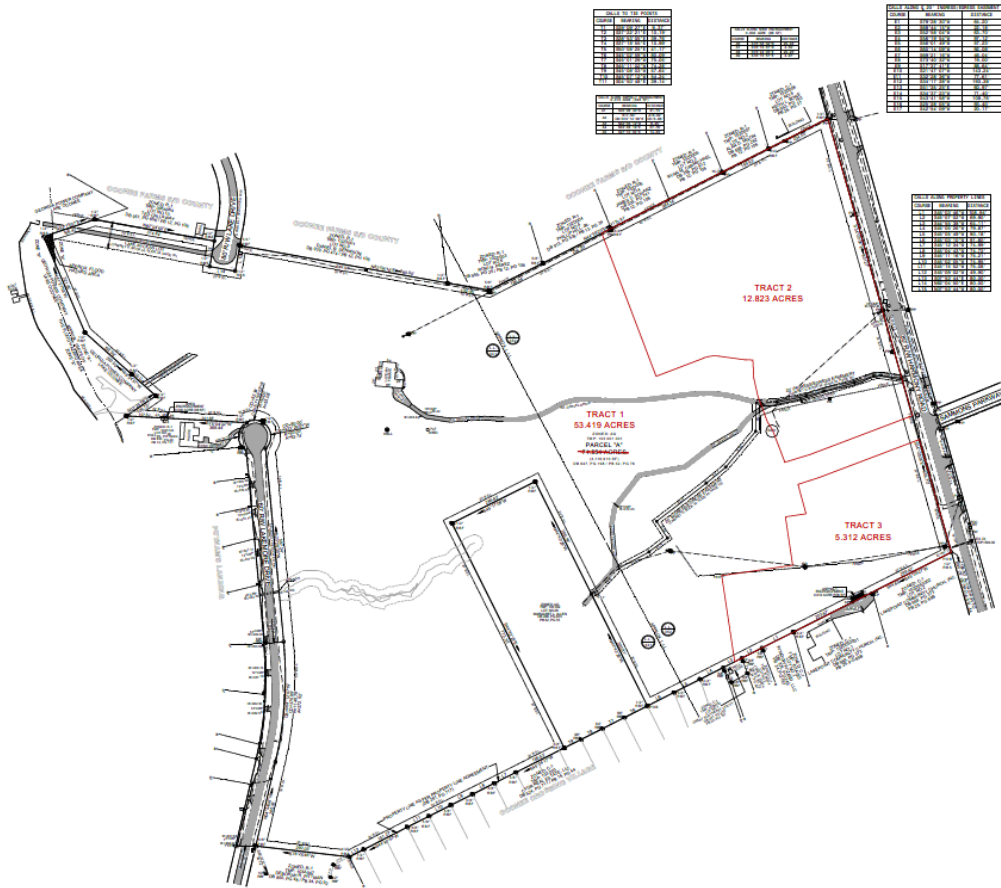
## SCHEDULE 1.1

### **Project Description**

The Cottages at Helms Farm is an upscale 275-unit residential community on Lake Oconee in Putnam County, designed to offer both rental and for-sale options. With a focus on luxurious and comfortable living, the community includes a range of modern amenities and scenic lake views, catering to both long-term residents and seasonal guests. Of these 275 units, 27 are specifically reserved for Putnam County employees, first responders, medical providers, hospitality workers, and retail workers, helping address vital local workforce housing needs. The property combines tranquil lakeside living with accessibility to nearby urban conveniences, making it a desirable option for a diverse array of residents in the area.

### SCHEDULE 1.4

## PRELIMINARY DEPICTION OF THE SITE



**SCHEDULE 1.6.2**

**DISTINCTIVE FEATURES**

The Project shall include these Distinctive Features:

- 1) Structure exterior materials will be brick, stucco, stone or Hardie board. Not vinyl exterior except for windows and soffit.
- 2) Amenity package that includes a dock, dog washing station, clubhouse, greenspace.

The Distinctive Features include the further requirements that:

- (i) The size of rental units and mix of rental units shall be within the parameters set forth on Attachment (i) attached to this Schedule 1.6.2 and incorporated herein by reference.
- (ii) The Project shall be constructed to the level of quality of the similar developments listed on Attachment (ii) attached to this Schedule 1.6.2 and incorporated herein by reference, and shall be maintained at such level of quality.
- (iii) The Company shall include reasonable maximum occupancy requirements in its leases for any of the residential rental units comprising the Project, provided that such requirements shall not be construed to require any occupancy limit if such limit would be in violation of any federal or state law or regulation, or ordinance of the City or County, now or hereinafter in effect.
- (iv) The Company shall only request building permits from the County that conform to the above Distinctive Features. Without limitation, the Authority may conclusively rely on the County’s records or notice to it or the Company from the County that the Company has failed to comply with such requirement, or failed to construct the Project in compliance with building permits as issued, in determining that there has been a Substantial Failure.

**ATTACHMENT (i)**  
**PARAMETERS FOR RENTAL UNITS**

The Project will contain a mix of Duplexes, Townhomes, and Single Family Homes that will be at least 500 square feet and contain a mixture of studio units, 1-bedrooms, 2-bedrooms, 3-bedrooms, and, if the market supports it, 4-bedrooms and up.



**ATTACHMENT (ii)**  
**SIMILAR DEVELOPMENTS**

- 1) The Ansley Cottages, Augusta, Georgia.

**SCHEDULE 2.3**

**AUTHORITY ANNUAL FEE**

<b>YEAR</b>	<b>ANNUAL FEE</b>
1-10	\$25,000.00
11-20	\$35,000.00

## SCHEDULE 3.2

### SAVINGS SCHEDULE

1. As provided in Section 1.9 regarding Year 1 and other matters, Section 3.2 regarding the Savings Schedule, and elsewhere in this Agreement, there is a schedule of payments in lieu of taxes (the “**PILOTS**”) relating to the Project. The Project will receive a property tax savings incentive correlating to the difference between: (i) what the Company normally would pay in *ad valorem* taxes if the Project were titled in the name of the Company as of January 1 of any Year; and (ii) the PILOT required for the applicable Year as provided in the table in Attachment (i) attached to this Schedule 3.2. However, there are no tax savings with respect to special district levies of assessments or fees for any tax year.
2. The Company agrees to make PILOTS with respect to the Project as set forth herein.
3. There shall be no property taxes or PILOTS for the Project’s Construction Period as provided in Section 1.9.5, above.
4. As provided in the table in Attachment (i) attached to this Schedule 3.2, the Company agrees to pay the PILOTS for the Project which are a percentage (*i.e.*, the Payment Percentage) of the normal *ad valorem* property taxes that would be payable if legal title to the Project were vested in the Company instead of the Authority on January 1 of such Year.
5. As provided in Section 1.5.4, the PILOT Payment provided in Schedule 3.2 shall be reduced beginning Year 3 based on equivalent principal reduction in the Bond as provided in Section 1.5.
6. The PILOT required for any Year is in lieu of all *ad valorem* property taxes (School, County, State and other) with respect to items of property comprising the Project titled to the Authority in connection with the issuance of the Bond. The Company shall pay normal property taxes with respect to property not so titled to the Authority.
7. The savings applies to all *ad valorem* property taxes (school, county, state and other) with respect to property comprising part of the Project titled to the Authority in connection with the issuance of the Bond. The Company shall pay normal property taxes with respect to property not so titled to the Authority. There are no property tax savings for special assessments.
8. In the event that the Company is required to pay any *ad valorem* taxes on any property interests in the Project held by the Authority, such amount of *ad valorem* taxes paid by the Company shall be deducted from the PILOTS due from the Company.



**SCHEDULE 4**

**COMMUNITY INCENTIVES SCHEDULE**

1. The recovery value (“**Recovery Value**”) of each of the incentives provided pursuant to the Sections of this Agreement identified below shall be as specified in the rows of the table set forth below (the “**Incentives Table**”), with any payments to be made as provided in this Community Incentives Schedule to the payees indicated as follows:

**INCENTIVES TABLE**

<b>SECTION</b>	<b>INCENTIVE</b>	<b>RECOVERY VALUE</b>	<b>RECOVERY FACTOR</b>	<b>RECOVERY PAID TO*</b>
3.2	Property Tax Savings on Project	Actual amount of <i>ad valorem</i> property taxes on Project saved each year	100%	Appropriate Taxing Authorities, Pro Rata in Proportion to Applicable Millage Rates

2. The Company shall make a payment with respect to each incentive listed in the Incentives Table above (each payment, a “**Community Recovery Payment**,” and collectively, the “**Community Recovery Payments**”) to the respective payees so specified based on the Recovery Value as so determined for each year included in the Performance Period in which a Project Shortfall Percentage is determined as provided in this Agreement. If the Project Shortfall Percentage is 0% or less, there shall be no Community Recovery Payment due.
3. The table (“**Community Goals Table**”) set forth below sets forth the Community Jobs Goal and Community Investment Goal for the Project. For all purposes of this Agreement, the “**Performance Period**” is the years included in the Savings Schedule, beginning with its Year 1. The Community Goals Table applies to incentives covered by the above Incentives Table.

<b>COMMUNITY GOALS TABLE</b>			
<b>PERFORMANCE PERIOD (INCLUDES ALL YEARS SCHEDULED BELOW, AND ANY YEAR THROUGH WHICH THE PERFORMANCE PERIOD IS EXTENDED)</b>	<b>COMMUNITY JOBS GOAL (CUMULATIVE)</b>	<b>COMMUNITY INVESTMENT GOAL (CUMULATIVE)</b>	<b>COMMUNITY HOUSING GOAL (CUMULATIVE)</b>
Year 1 and thereafter through Year 3	2	\$30 million	10 units

Year 3 and thereafter through and including Year 20	3	\$60 million	27 units
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4. The Community Jobs Goal, the Community Housing Goal, and the Community Investment Goal in any Year are each subject to the effect of Force Majeure. The effect of Force Majeure for such purposes shall be that for any Year in which the Company is entitled to claim, and does claim, the benefit of such provision, the Company shall be considered in compliance with its Community Jobs Goal, the Community Housing Goal, and/or Community Investment Goal, as applicable, provided that, in no event shall Force Majeure extend the Savings Schedule or the Term.
  
5. For each year for which a Project Shortfall Percentage is determined as provided in this Agreement, in order to determine the Community Recovery Payment for each incentive in the Incentives Table, such Project Shortfall Percentage shall be multiplied times the Recovery Value, the result shall be multiplied times the corresponding Recovery Factor, the result shall be the Community Recovery Payment, and the Company shall pay the amount thereof to the party or parties specified above simultaneously with its delivery of the Annual Report for the subject Year as required by this Agreement.
  
6. (a) Each of the following shall be a “**Trigger Event**” hereunder:
  - (i) The expiration or termination of the Bond Lease at a time when any part of the Project is subject to a Payment Percentage less than 100%, including, without limitation, expiration or termination in connection with the exercise of the Purchase Option provided for in Section 2.8 of this Agreement; and/or
  
  - (ii) A “**Project Closing**.” A Project Closing is defined as the permanent or temporary shutdown of the complete Project. An action that results in the effective cessation of the operation of the complete Project is a shutdown. A “temporary shutdown” is a Trigger Event only if it continues for a period of ninety (90) consecutive days or exists for a total of one hundred and twenty (120) days in a calendar year, whether or not such days are consecutive.
  
- (b) Upon the occurrence of a Trigger Event, the Payment Percentage provided in the Savings Schedule shall become 100% (and the Savings Percentage shall become 0%) for each subsequent year, any provision hereof to the contrary notwithstanding.
  
- (c) As soon as reasonably possible after it is aware of (but no later than immediately after the occurrence of) a Trigger Event, the Company shall file with the Authority a special Annual Report that shall comply as appropriate with Section 4.8 of this Agreement and shall also calculate what the Community Recovery Payments would be in the aggregate for each subsequent Year through the end of the period for which any part of the Project would be subject to a Payment Percentage less than 100%, ignoring any Force Majeure, using the actual investment amount through the date of the calculation, and assuming that jobs for each year after the year of calculation amount to zero. In the calculation of the Special Recovery Payment, the Company may exclude as a Recovery Value any property tax savings for years

after the Project reverts to normal property taxation or the Payment Percentage for all of the Project becomes 100%. The amount so calculated shall be subject to audit by the Authority, and upon acceptance by the Authority, such amount shall constitute a “**Special Recovery Payment.**” The Company shall pay the amount of the Special Recovery Payment to the Authority promptly upon being invoiced therefor and shall pay any past due normal Community Recovery Payments in arrears. The Authority shall have the same rights and remedies with respect to such Special Recovery Payment as with normal Community Recovery Payments, including, but not limited to, the Company’s liability for the payment of any interest, fees and costs (including, without limitation, attorneys’ fees incurred by the Authority), as provided in Section 4.10 hereto. For purposes of clarity, failure to pay any Special Recovery Payment payable under this Agreement when due shall result in the accrual of interest thereon in the same manner as for any failure to pay normal Community Recovery Payments. Any provision of this Agreement to the contrary notwithstanding, the Authority shall be under no obligation to perform under the Purchase Option provided for in Section 2.8 hereof until it has received payment of the Special Recovery Payment and any normal Community Recovery Payments that are past due.

**SCHEDULE 4.2**

**RULES FOR SATISFYING THE COMMUNITY JOBS GOAL**

1. For purposes of this Agreement, the number of new “full-time jobs” shall be defined and determined, from time to time, as provided follows:
  - a) Direct employees of the Company or an Affiliate of the Company created after Year 1 shall be counted.
  - b) Employees of the Company’s direct contractor(s) who are paid by the Company’s direct contractor(s) for working at the Site or on behalf of the Company.
  - c) In determining the number of full time jobs a portion of the definition of “full-time job” from the job tax credit regulations of the Georgia Department of Community Affairs, which portion is set forth below, shall be used, but shall be modified as follows: “In no event shall any temporary employee or leased employee be counted as occupying a full-time job, regardless of whether or not such person is employed by the Company or any other person or entity.”
  - d) Subject to such modification, “**full-time job**” means the following: “a job with no predetermined end date (other than a retirement date), with a regular work week of 35 hours or more on average for the entire normal year of local Company operations, and with benefits provided to other regular employees of the local Company, but does not mean a job classified for federal tax purposes as an independent contractor.”
  
2. The number of full-time jobs shall be calculated as provided below.
  - a) The number of jobs shall be determined based on the monthly average number of full-time employees subject to Georgia income tax withholding for the taxable year.
  - b) The monthly average number of full-time employees in a taxable year shall be determined by the following method:
    - (i) for each month of the taxable year, count the total number of full-time employees of the business enterprise that are subject to Georgia income tax withholding as of the last payroll period of the month or as of the payroll period during each month used for the purpose of reports to the Georgia Department of Labor;
    - (ii) add the monthly totals of full-time employees; and
    - (iii) divide the result by the number of months the business enterprise was in operation during the taxable year. Transferred jobs, except for jobs transferred to the Project from outside the State of Georgia, and replacement jobs may not be included in the monthly totals.



**SCHEDULE 4.4**

**RULES FOR SATISFYING THE COMMUNITY INVESTMENT GOAL**

1. Only capital investments in the Project by the Company, including those made on its behalf, such as by developers, contractors, or Affiliates, shall be counted regardless of whether such capital investment is subject to tax abatement, except as provided in 5 below.
2. Original cost, without regard to depreciation, shall be used in calculating whether the Community Investment Goal is met.
3. Both direct and indirect costs that are incurred to build and market the Project shall be counted and used in calculating whether the Community Investment Goal is met.
4. Capital investment in the Project for any portions subsequently conveyed or released in accordance with Section 1.5 shall be counted and used in calculating whether the Community Investment Goal is met.
5. Transferred equipment relocated by the Company to the Project shall not be included as part of the Project, and neither the cost nor value thereof shall be counted in calculating whether the Community Investment Goal is met.
6. Machinery and equipment leased to the Company under an operating lease (even though such property is not titled to the Authority and is not leased to the Company under the Bond Lease) and other machinery and equipment owned or beneficially owned by the Company but not leased to it under the Bond Lease, shall be counted. The Parties understand that personal property will not be financed through the Bond and will not benefit from the Savings Schedule.

SCHEDULE 4.8

FORM OF ANNUAL REPORT

[DATE]

[AUTHORITY]

**Re: Memorandum of Understanding (“MOU”) and Economic Development Agreement (“EDA”) between the Putnam Development Authority (“Authority”) and Harmony Road GA, LLC (“Company”) regarding the capital project located in Putnam County, Georgia (the “Project”) – 20\_\_ Annual Report**

Dear \_\_\_\_\_:

This letter shall serve as the 20\_\_ Annual Report, as required under the MOU and EDA.

1. Community Jobs Report

As of December 31, 20\_\_, the total number of full-time jobs located at the Project was \_\_\_\_\_. We have enclosed \_\_\_\_\_, as evidence of such job creation.

The Community Jobs Goal for \_\_\_\_\_ was \_\_\_\_\_ jobs. The Community Jobs Shortfall for the year \_\_\_\_\_ is \_\_\_\_\_ jobs. The Community Jobs Shortfall Percentage is \_\_\_\_\_% (\_\_\_\_ ÷ \_\_\_\_).

2. Community Investment Report

As of December 31, 20\_\_, the Company has invested \$\_\_\_\_\_ in the Project.

The Community Investment Goal for 20\_\_ was \$\_\_\_\_\_. Therefore, the Community Investment Shortfall Percentage is \_\_\_\_%.

3. Community Housing Report

As of December 31, 20\_\_, the Company has reserved \_\_\_\_\_ units in the Project.

The Community Housing Goal for 20\_\_ was 27 units. Therefore, the Community Housing Shortfall Percentage is \_\_\_\_%.

4. Community Recovery Payments

The Project Shortfall Percentage for 20\_\_ is \_\_\_\_\_% ((\_\_\_\_% + \_\_\_\_% + \_\_\_\_%) ÷ 3). [IF A COMMUNITY RECOVERY PAYMENT IS DUE, THAT PAYMENT SHOULD BE CALCULATED HERE BASED ON THE RECOVERY SCHEDULE IN THE MOU.]

5. Outstanding Bond Balance

As of December 31, 20\_\_\_, the outstanding balance on the Bond was \$\_\_\_\_\_.

5. Payments in Lieu of Taxes

For the prior tax year ending December 31, 20\_\_\_, the normal ad valorem taxes which would have been otherwise due on the Project but for the MOU and the Bond would have been approximately \$\_\_\_\_\_, the tax savings to the Company for the Project were approximately \$\_\_\_\_\_, and the payments in lieu of taxes paid under the MOU and EDA were \$\_\_\_\_\_.

Please do not hesitate to let us know if you require any additional information.

Sincerely,

Enclosures



# HELMS FARM

EATONTON, GEORGIA

- ① AMENITIES
- ② FARM
- ③ RETAIL
- ④ BAKERY
- ⑤ SALES CENTER
- ⑥ COLLEGE
- ⑦ COLLEGE EXPANSION
- ⑧ MARKET
- ⑨ GOODWILL
- ⑩ OVERFLOW PARKING



**3** Architecture & Neighborhood Design

*Witmer Jones Keefe*  
Ltd.  
landscape architecture  
land planning

© 2015 WJKLD  
PLAN IS CONCEPTUAL IN NATURE  
AND IS SUBJECT TO CHANGE  
THIS SHEET TO SCALE AT 3/8"=1'

# Helms Farm Fact Sheet

**1. The Project includes the following residential type structures:**

- a. Townhomes
- b. Duplexes
- c. Mansion Flats
- d. Cottages
- e. Single Family Residential Homes

**NOTE**

All residential buildings will be built with hardi-board siding and other high-quality materials such as stone and brick (i.e. no vinyl siding)

**2. The Project includes For Sale and For Rent products**

- a. Single Family for sale product would be over \$500,000 - \$1,000,000. For Sale product would be adjacent to Lakemore Drive.
- b. For Rent Product
  - Exteriors and Landscaping will be maintained in first class manner by the owner
  - Any rental prospect will go through a vetting process including background and credit checks
  - Majority of rental product would be priced at market rates consistent with Class A rental product

**3. Attainable Rents for Essential Workers**

The Residential Project includes housing product that is attainable for essential members of the workforce, including, but not limited to, Putnam County employees, teachers, health care workers, and those in the retail and hospitality sectors.

**4. The Project has the following amenities:**

- a. Neighborhood pool
- b. Multiple parks
- c. Waterfront community clubhouse/meeting space

**5. The Project includes the following commercial structures**

- a. New Goodwill store with Farm style architecture
- b. Bakery / Café
- c. Farmers Market Event Pavilion
- d. Future Helms College campus
- e. Career Center
- f. Agri-Tourism Venue with barns and greenhouses

# Helms Farm Fact Sheet

## 6. Necessity of Residential Project

- a. The owner of the residential portion of the project will invest over 60 million in the project, including at least \$20,000,000.00 of its own cash.
- b. The commercial portion of the project is not financially feasible without residential development. Proceeds from the sale of the residential tract will be used to fund the new Goodwill Store and the Career Center building
- c. Residential developer will lay the necessary groundwork to make the commercial project financially feasible. Residential development will bear the cost to bring utilities to the commercial project, improve Harmony Road and install the spine road for the commercial development. The residential project will perform grading and other site preparation work for the commercial parcel and build the 5,000 square foot farmers market pavilion.

## 7. Bond For Title

- a. The county is not responsible for the bond. It is simply a vehicle to limit new taxes on the residential project that would otherwise be incurred due to the value created by the developer. Putnam County has no financial liability thereunder.
- b. The minimum tax payment prescribed in the Bond for Title structure is still significantly above the amount currently being paid on the subject parcel and all For Sale Properties will go directly to the tax digest and reduce the amount of the bond. (current tax estimation \$14,378 vs. estimated Year 1 fees and payments in lieu of taxes \$127,744)
- c. Bond is needed to offset costs incurred to deliver a higher quality housing development with units set aside with attainable rents for the workforce of Putnam County.

## 8. Project Job Creation

- a. During Construction
  - Direct Jobs (374) / Indirect Jobs (178) = Total Jobs 552
  - Direct Payroll (\$30.4MM) / Indirect Payroll (\$10.3MM) = Total Payroll \$40,700,000
- b. Upon Completion
  - Direct Permanent Jobs (69) / Indirect Permanent Jobs (9) = Total Permanent Jobs 78
  - Direct Annual Payroll (\$2.6MM) / Indirect Annual Payroll (\$.5MM) = Total Annual Payroll \$3,200,000

**COMMERCIAL AREA (9.31 +/- Acres)**  
 Event Center  
 Clubhouse  
 Hotel Cottages (31 Units)

**RESIDENTIAL AREA**  
 Single Family Lots (90 Units)  
 Paired Homes (66 Units)  
 Mansion Flats (28 Units)  
 Total Units= 256  
 Density= 5.89 Unit per Acre  
 (43.48 +/- Acres)

**AGRICULTURAL AREA**  
 Agricultural Buildings  
 Greenhouses  
 Crop Fields  
 (9.45 +/- Acres)

**ZONING CONDITIONS**  
 At their August 17, 2021 board meeting, the Putnam County Board of Commissioners considered your request to rezone 66.36 acres at 916 Harmony Road from AG to C-UD and 5 acres at 516 Harmony Road from AG to C-RUD. Their decision was for approval with the following conditions:  
 (1) The developer shall construct a deceleration lane and turn lane in accordance with the Georgia Department of Transportation Regulations for Driveway & Encroachment Control to service the two main entrances on Harmony Road. Additional right-of-way to accommodate the deceleration lane and a ten-foot shoulder shall be dedicated by the developer to the county. It shall be completed by the developer prior to the completion of phase one.  
 (2) The developer shall direct construction traffic through the second main entrance located the farthest away from the intersection of Harmony Road and Hwy 64.  
 (3) There shall be no car or truck entrance/exist located on Lakemore Road.  
 (4) Only a gated and locked Emergency Exit shall be located on Lake Drive.  
 This plan is conceptual in nature and is an approximate representation of potential land uses, sizes, locations and circulation patterns. The plan is intended to be developed over a period of time and should maintain flexibility to accommodate specific soil conditions, environmental concerns, physical constraints, market conditions and design parameters.

**SUBJECT PROPERTY INFORMATION:**  
 PROPOSED NAME OF DEVELOPMENT:  
 ALTERNATE 1: HELMS FARM  
 ALTERNATE 2:  
 OWNER:  
 GOODWILL INDUSTRIES OF MIDDLE GEORGIA, INC.  
 5171 Eisenhower Parkway  
 Macon, Georgia 31206  
 (478)471-4803  
 DEVELOPER:  
 SOUTHEASTERN DEVELOPMENT  
 2743 Perimeter Parkway  
 Augusta, Georgia 30909  
 (706)373-9007  
 PRELIMINARY PLAT PREPARED BY:  
 McAllister Site Consulting, LLC  
 1341 Beverly Drive  
 Athens, GA 30606  
 706-206-5030  
 PROPERTY LOCATION: Parcel  
 103-001 916 HARMONY ROAD  
 EATONTON, GEORGIA 31024  
 PROPERTY SUMMARY:  
 Zoning - C-UD 71.554 Acres  
 UTILITY PROVIDERS:  
 Power: Tri County EMC  
 Water: Piedmont Water Company  
 Sewer: Piedmont Water Company  
 BOUNDARY / SURVEY INFORMATION BY:  
 GEORGIA CIVIL  
 311 NORTH MAIN STREET  
 Madison, Georgia 30650  
 (706) 342-1104  
 PROPOSED ROAD:  
 Public and Private Roads to meet local and alley road classification.  
 EXISTING UTILITY NOTE:  
 Existing utilities include Low pressure sewer, Gravity Sewer and water provided by Piedmont Water Company. Power and street lights provided by Tri-County EMC.  
 APPLICANT / OWNERSHIP STATEMENT:  
 Owner owns all land included in Preliminary Plat. No adjacent parcels are owned by applicant / owner at time of preliminary plat submittal.

**LAND USE SUMMARY**

DESCRIPTION	AREA IN ACRES	% LAND USE
<b>AREA COMMERCIAL USE</b>		
Colleges, Farmers Market	9.31	
Bar/ky, Cafe, Career Center, Offices		
Greenhouses, Agricultural Buildings / Fields		
Retail, Specialty Commercial / Retail	9.314	
Clubhouse / Event Center		
Hotel Cottages		
<b>Sub-Total Area</b>	<b>18.624</b>	<b>26.03%</b>
<b>AREA RESIDENTIAL USE</b>		
Single Family Lots	43.48	
Single Family Attached Homes		
Multi-Family Flats		
<b>Sub-Total Area</b>	<b>43.48</b>	<b>60.77%</b>
<b>AREA AGRICULTURAL USE</b>		
Greenhouses, Agricultural Buildings / Fields	9.45	
<b>Sub-Total Area</b>	<b>9.45</b>	<b>13.21%</b>
<b>GRAND TOTAL LAND USE</b>	<b>71.554</b>	<b>100.00%</b>

**OWNERS CERTIFICATION**  
 THE OWNER OF THIS LAND, AS SHOWN ON THIS PLAT, OR HIS AGENT, CERTIFIES THAT HE IS THE OWNER OF THE PROPERTY CONTAINED WITHIN THIS PLAT AND THAT THE PLAT WAS MADE FROM AN ACTUAL SURVEY, AND ACCURATELY PORTRAYS THE EXISTING LAND AND ITS FEATURES AND THE PROPOSED DEVELOPMENTS AND IMPROVEMENTS THEREON.  
 OWNER / AGENT: \_\_\_\_\_ DATE: \_\_\_\_\_  
**SUBDIVISION CERTIFICATION**  
 I HEREBY CERTIFY THAT ALL PROPOSED LOTS OF THIS SUBDIVISION MEET THE REQUIREMENTS OF PIEDMONT WATER RESOURCES AND GEORGIA DEPARTMENT OF NATURAL RESOURCES - ENVIRONMENTAL PROTECTION DIVISION FOR GRAVITY SEWER SYSTEM.  
 Brent Kluntz 12/30/2024  
 SUBDIVISION: \_\_\_\_\_ DATE: \_\_\_\_\_  
**CERTIFICATION OF PRELIMINARY PLAT**  
 NOT FOR RECORDING  
 I HEREBY CERTIFY THAT THIS PRELIMINARY PLAT WAS FOUND TO COMPLY WITH THE REQUIREMENTS OF ALL PUTNAM COUNTY ORDINANCES AND REGULATIONS AND CONDITIONS OF ZONING APPROVAL APPLICABLE AT THE TIME OF THIS APPROVAL BY THE DIRECTOR OF THE PLANNING AND DEVELOPMENT DEPARTMENT.  
 DIRECTOR OF THE PLANNING AND DEVELOPMENT: \_\_\_\_\_ DATE: \_\_\_\_\_  
**PUBLIC WORKS**  
 I HEREBY CERTIFY THAT THE CONSTRUCTION PLANS FOR ALL PROPOSED ROADS MEET THE REQUIREMENTS OF THE PUTNAM COUNTY DEVELOPMENT REGULATIONS.  
 PUBLIC WORKS DIRECTOR: \_\_\_\_\_ DATE: \_\_\_\_\_  
**WATER CERTIFICATION**  
 I HEREBY CERTIFY THAT ALL PROPOSED LOTS OF THIS SUBDIVISION MEET THE REQUIREMENTS OF PIEDMONT WATER RESOURCES AND GEORGIA DEPARTMENT OF NATURAL RESOURCES - ENVIRONMENTAL PROTECTION DIVISION FOR INSTALLATION OF WATER SYSTEM.  
 Brent Kluntz 12/30/2024  
 WATER PROVIDER: \_\_\_\_\_  
**PUTNAM COUNTY FIRE RESCUE CHIEF**  
 I HEREBY CERTIFY THAT THE PRELIMINARY PLAT WAS FOUND TO COMPLY WITH THE REQUIREMENTS OF CHAPTER 32 OF THE PUTNAM COUNTY CODE OF ORDINANCES.  
 PUTNAM COUNTY FIRE RESCUE CHIEF: \_\_\_\_\_ DATE: \_\_\_\_\_  
**COUNTY ENGINEER**  
 I HEREBY CERTIFY THAT THE PRELIMINARY PLAT WAS FOUND TO COMPLY WITH THE REQUIREMENTS OF THE PUTNAM COUNTY DEVELOPMENT REGULATIONS.  
 COUNTY ENGINEER: \_\_\_\_\_ DATE: \_\_\_\_\_



**COMMERCIAL DEVELOPMENT SUMMARY**

DESCRIPTION	UNITS / SIZE IN SQUARE FEET OR ACRES
PROPOSED USE	
Career Center	3000
College	11000
Farmers Market	3500
Goodwill Retail	15100
Bakery / Cafe	6000
Specialty Commercial	6250
Outdoor Farmers Market	8000
Club House	3900
Event Center	3900
<b>Total SF Commercial Use</b>	<b>60650</b>
	Square Feet
<b>TOTAL COTTAGES</b>	
Cottage A	22
Cottage B	9
<b>Total Cottages</b>	<b>31</b>
	Units

**AGRICULTURAL DEVELOPMENT SUMMARY**

DESCRIPTION	UNITS / SIZE IN SQUARE FEET OR ACRES
PROPOSED USE	
Agricultural Buildings	9000
Agricultural Greenhouses	9360
<b>Total SF Agricultural Use</b>	<b>18360</b>
	Square Feet
Crop only Yielding fields	7.45
	Acres
<b>Total Acres Crop yielding fields</b>	<b>7.45</b>
	Acres

**RESIDENTIAL DEVELOPMENT SUMMARY**

DESCRIPTION	UNITS
<b>SINGLE FAMILY LOTS</b>	
50' X 100'	69
45' X 110'	21
<b>Sub-Total SF Lots</b>	<b>90</b>
<b>PAIRED HOMES</b>	
Paired Home (Large)	50
Paired Home (Small)	22
<b>Sub-Total Paired Homes</b>	<b>72</b>
<b>ATTACHED HOMES</b>	
Town House (Large)	40
Town House ( Small)	26
Mansion Flats	28
<b>Sub-Total Attached Homes</b>	<b>94</b>
<b>GRAND TOTAL RESIDENTIAL UNITS</b>	<b>256</b>
<b>UNITS PER RESIDENTIAL ACRE</b>	<b>5.89</b>
	256 Units / 43.48 Acres

**MISIC**  
 McAllister Site Consulting, LLC  
 1341 Beverly Drive, Athens, Georgia, 30606  
 (706) 206-5030  
 Contact person: Bill McAllister

**REGISTERED PROFESSIONAL ENGINEER**  
 No. 987  
 BRUCE B. MCALLISTER

**PRELIMINARY PLAT SITE PLAN**

**HELMS FARM**  
 Eatonton - Putnam County, Georgia  
 PARCEL # 103 - 001

Rev | Description | Date  
 0 | Initial Issue | 12/15/24  
 1 | Adjust road classification - add street lights | 12/28/24

Sheet No.  
 1 of 4

**PROPOSED PHASE 1A**  
Subject to adjustment for infrastructure and building requirements

**PROPOSED PHASE 2B**  
Subject to adjustment for infrastructure and building requirements

**PROPOSED PHASE 4**  
Subject to adjustment for infrastructure and building requirements

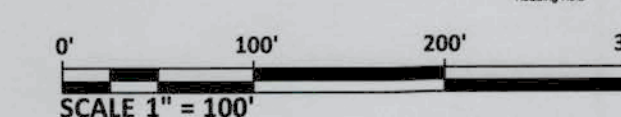
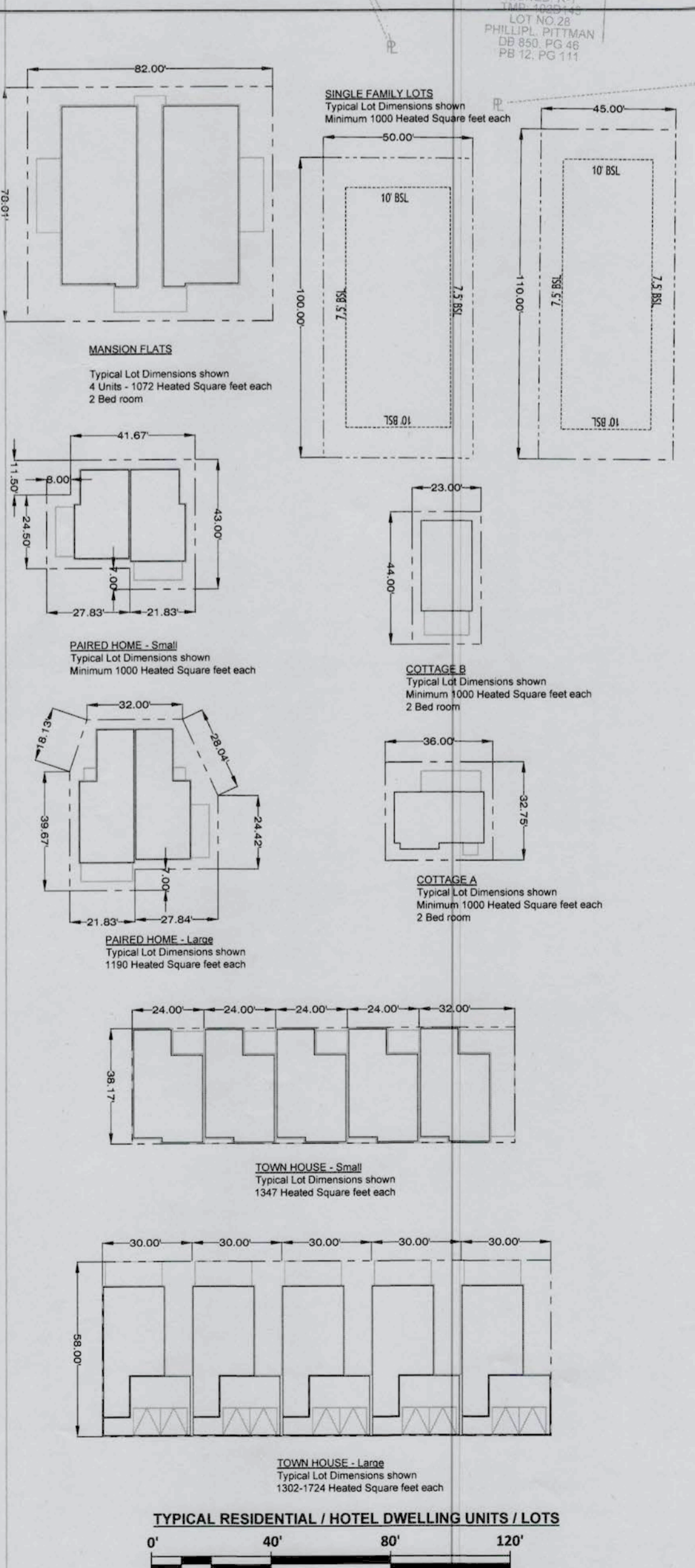
**PROPOSED PHASE 1B**  
Subject to adjustment for infrastructure and building requirements

**PROPOSED PHASE 2A**  
Subject to adjustment for infrastructure and building requirements

**PROPOSED PHASE 2A**  
Subject to adjustment for infrastructure and building requirements

**PROPOSED PHASE 3B**  
Subject to adjustment for infrastructure and building requirements

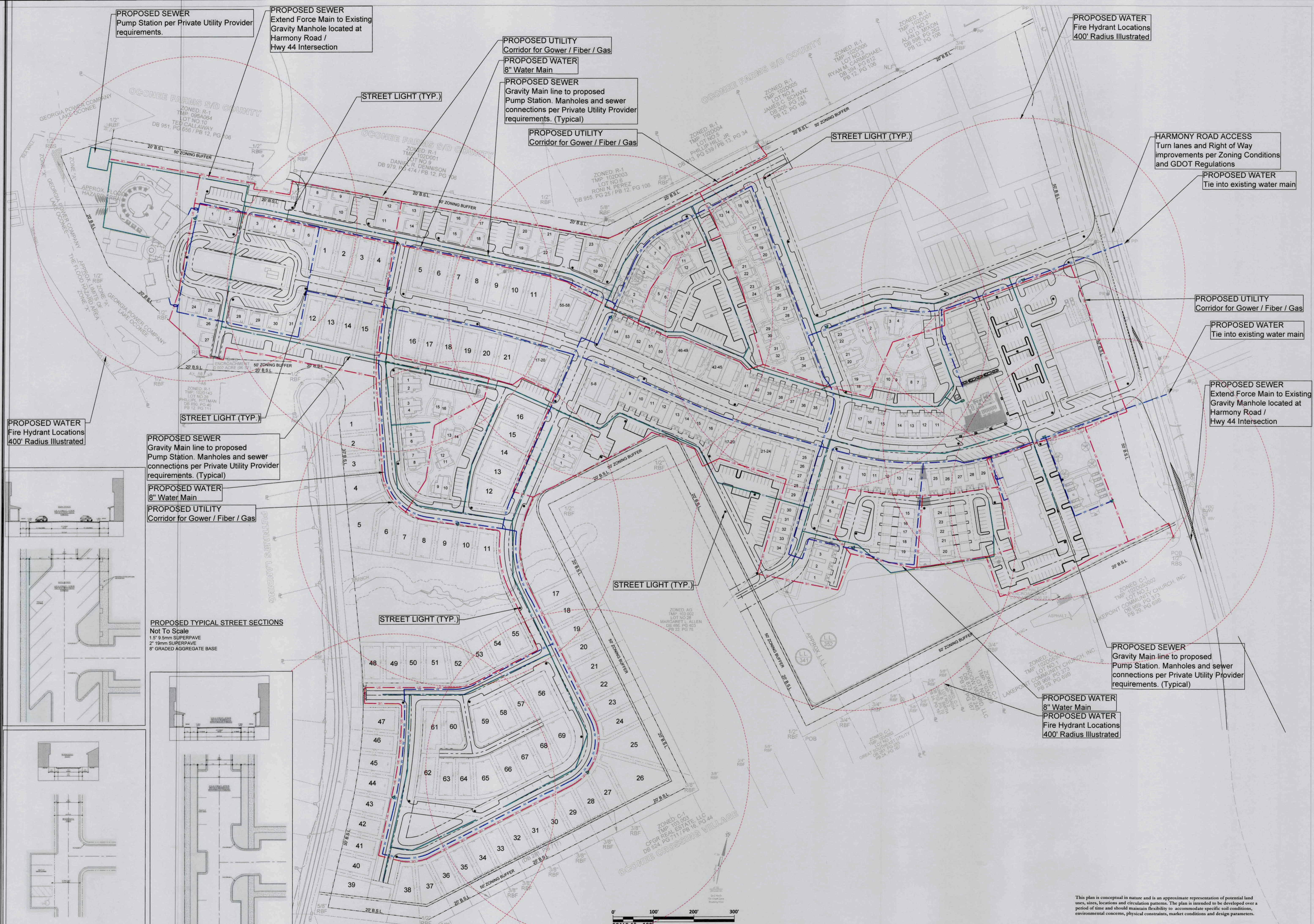
**PROPOSED PHASE 3A**  
Subject to adjustment for infrastructure and building requirements



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Rev	Revision Description	Date
0	Initial Issue	12/15/24
1	Adjust road classification - add street lights	12/28/24





**PROPOSED SEWER**  
Pump Station per Private Utility Provider requirements.

**PROPOSED SEWER**  
Extend Force Main to Existing Gravity Manhole located at Harmony Road / Hwy 44 Intersection

**PROPOSED UTILITY**  
Corridor for Gower / Fiber / Gas

**PROPOSED WATER**  
8" Water Main

**PROPOSED SEWER**  
Gravity Main line to proposed Pump Station. Manholes and sewer connections per Private Utility Provider requirements. (Typical)

**PROPOSED UTILITY**  
Corridor for Gower / Fiber / Gas

**PROPOSED WATER**  
Fire Hydrant Locations  
400' Radius Illustrated

**HARMONY ROAD ACCESS**  
Turn lanes and Right of Way improvements per Zoning Conditions and GDOT Regulations

**PROPOSED WATER**  
Tie into existing water main

**PROPOSED UTILITY**  
Corridor for Gower / Fiber / Gas

**PROPOSED WATER**  
Tie into existing water main

**PROPOSED SEWER**  
Extend Force Main to Existing Gravity Manhole located at Harmony Road / Hwy 44 Intersection

**PROPOSED SEWER**  
Gravity Main line to proposed Pump Station. Manholes and sewer connections per Private Utility Provider requirements. (Typical)

**PROPOSED WATER**  
8" Water Main  
**PROPOSED WATER**  
Fire Hydrant Locations  
400' Radius Illustrated

**PROPOSED SEWER**  
Gravity Main line to proposed Pump Station. Manholes and sewer connections per Private Utility Provider requirements. (Typical)

**PROPOSED WATER**  
8" Water Main

**PROPOSED UTILITY**  
Corridor for Gower / Fiber / Gas

**PROPOSED TYPICAL STREET SECTIONS**  
Not To Scale  
1.5" 9.5mm SUPERPAVE  
2" 19mm SUPERPAVE  
8" GRADED AGGREGATE BASE

**PROPOSED WATER**  
Fire Hydrant Locations  
400' Radius Illustrated

**STREET LIGHT (TYP.)**

**STREET LIGHT (TYP.)**

**STREET LIGHT (TYP.)**

**STREET LIGHT (TYP.)**

**STREET LIGHT (TYP.)**

SCALE 1" = 100'

**MISIC**  
McAllister Site Consulting, LLC  
1-706-906-3009  
1841 Beverly Road, Suite 3000  
Atlanta, GA 30329  
Contact Person: BRUCE WALLINPETER



**PRELIMINARY PLAT**  
**SITE IMPROVEMENTS**

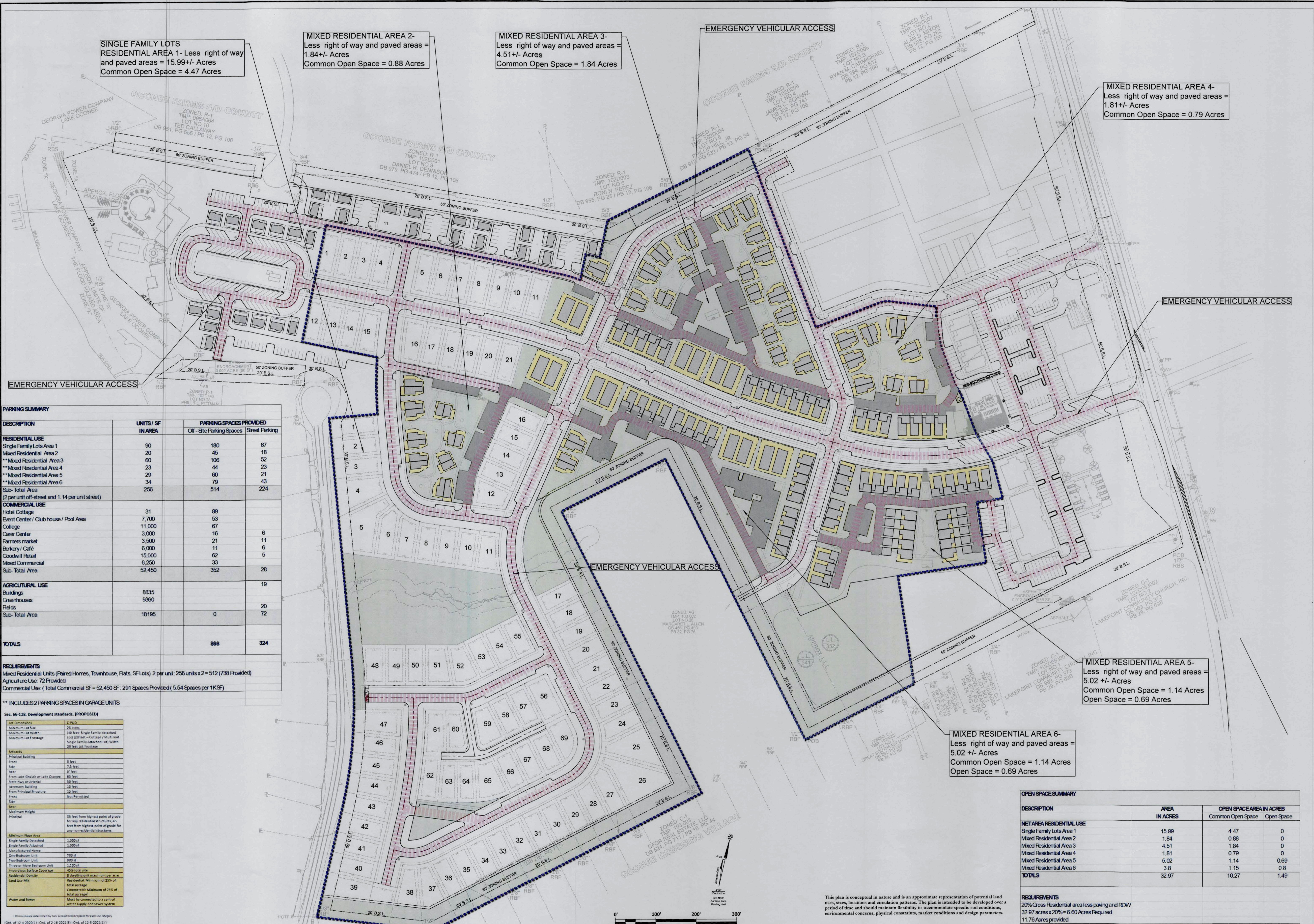
**HELMS FARM**  
Eatonton - Putnam County, Georgia  
PARCEL # 103 - 001

Rev	Revision Description	Date
0	Initial Issue	12/15/24
1	Adjust road classification - add street lights	12/29/24

Sheet No.

This plan is conceptual in nature and is an approximate representation of potential land uses, sizes, locations and circulation patterns. The plan is intended to be developed over a period of time and should maintain flexibility to accommodate specific soil conditions, environmental concerns, physical constraints, market conditions and design parameters.

Rev	Revision Description	Date
0	Initial Issue	12/15/24
1	Adjust road classification - add street lights	12/28/24



**SINGLE FAMILY LOTS  
RESIDENTIAL AREA 1-** Less right of way and paved areas = 15.99+/- Acres  
Common Open Space = 4.47 Acres

**MIXED RESIDENTIAL AREA 2-** Less right of way and paved areas = 1.84+/- Acres  
Common Open Space = 0.88 Acres

**MIXED RESIDENTIAL AREA 3-** Less right of way and paved areas = 4.51+/- Acres  
Common Open Space = 1.84 Acres

**MIXED RESIDENTIAL AREA 4-** Less right of way and paved areas = 1.81+/- Acres  
Common Open Space = 0.79 Acres

**MIXED RESIDENTIAL AREA 5-** Less right of way and paved areas = 5.02 +/- Acres  
Common Open Space = 1.14 Acres  
Open Space = 0.69 Acres

**MIXED RESIDENTIAL AREA 6-** Less right of way and paved areas = 5.02 +/- Acres  
Common Open Space = 1.14 Acres  
Open Space = 0.69 Acres

**PARKING SUMMARY**

DESCRIPTION	UNITS/ SF IN AREA	PARKING SPACES PROVIDED	
		Off - Site Parking Spaces	Street Parking
<b>RESIDENTIAL USE</b>			
Single Family Lots Area 1	90	180	67
Mixed Residential Area 2	20	45	18
**Mixed Residential Area 3	60	106	52
**Mixed Residential Area 4	23	44	23
**Mixed Residential Area 5	29	60	21
**Mixed Residential Area 6	34	79	43
Sub-Total Area	256	514	224
(2 per unit off-street and 1.14 per unit street)			
<b>COMMERCIAL USE</b>			
Hotel Cottage	31	89	
Event Center / Clubhouse / Pool Area	7,700	53	
College	11,000	67	
Career Center	3,000	16	6
Farmers market	3,500	21	11
Bar/ky / Cafe	6,000	11	6
Goodwill Retail	15,000	62	5
Mixed Commercial	6,250	33	
Sub-Total Area	52,450	352	28
<b>AGRICULTURAL USE</b>			
Buildings	8835		19
Greenhouses	9360		
Fields			20
Sub-Total Area	18195	0	72
<b>TOTALS</b>		<b>866</b>	<b>324</b>

**REQUIREMENTS**  
Mixed Residential Units (Paired Homes, Townhouse, Flats, SF Lots) 2 per unit: 256 units x 2 = 512 (738 Provided)  
Agriculture Use: 72 Provided  
Commercial Use: (Total Commercial SF = 52,450 SF: 291 Spaces Provided) (5.54 Spaces per 1KSF)

\*\*\* INCLUDES 2 PARKING SPACES IN GARAGE UNITS

Sec. 66-318, Development standards. (PROPOSED)

Use Dimension	C-PLD
Minimum Lot Size	25 acres
Minimum Lot Width	100 feet Single Family detached Lot 100 feet-Cottage / Multi and Single Family Attached Lot Width 20 feet lot frontage
<b>Setbacks</b>	
Principal Building	0 feet
Front	7.5 feet
Side	0 feet
Rear	0 feet
From Lake / Stream / or Lake / Stream	65 feet
State Way or Arterial	50 feet
Accessory Building	15 feet
From Principal Structure	15 feet
Event	Not Permitted
Side	
Rear	
Maximum height	
Principal	35 feet from highest point of grade for any residential structures, 45 feet from highest point of grade for any non-residential structures.
<b>Minimum Floor Area</b>	
Single Family Detached	1,200 sf
Single Family Attached	1,200 sf
Manufactured Home	1,200 sf
One-Bedroom Unit	700 sf
Two-Bedroom Unit	900 sf
Three or More Bedroom Unit	1,100 sf
<b>Impervious Surface Coverage</b>	45% total site
Residential Density	8 dwelling units maximum per acre
Land Use Mix	Residential: Minimum of 25% of total acreage Commercial: Minimum of 25% of total acreage
Water and Sewer	Must be connected to a central water supply and sewer system

**OPEN SPACES SUMMARY**

DESCRIPTION	AREA IN ACRES	OPEN SPACE AREA IN ACRES	
		Common Open Space	Open Space
<b>NET AREA RESIDENTIAL USE</b>			
Single Family Lots Area 1	15.99	4.47	0
Mixed Residential Area 2	1.84	0.88	0
Mixed Residential Area 3	4.51	1.84	0
Mixed Residential Area 4	1.81	0.79	0
Mixed Residential Area 5	5.02	1.14	0.69
Mixed Residential Area 6	3.8	1.15	0.8
<b>TOTALS</b>	<b>32.97</b>	<b>10.27</b>	<b>1.49</b>

**REQUIREMENTS**  
20% Gross Residential area less paving and ROW  
32.97 acres x 20% = 6.60 Acres Required  
11.76 Acres provided

This plan is conceptual in nature and is an approximate representation of potential land uses, sizes, locations and circulation patterns. The plan is intended to be developed over a period of time and should maintain flexibility to accommodate specific soil conditions, environmental concerns, physical constraints, market conditions and design parameters.



Whenever an applicant is required to file a plat or map with the county clerk, the applicant shall file a copy of this plat or map with the county clerk. (Ord. of 12-4-2020(1); Ord. of 2-16-2021(8); Ord. of 12-8-2021(1))

**File Attachments for Item:**

9. Authorization for Chairman to sign Resolution to Transfer Surplus Property to the Eatonton-Putnam Water and Sewer Authority (staff-CM)

**RESOLUTION**

**SURPLUS EQUIPMENT**

**WHEREAS**, the Putnam County Board of Commissioners (“County”) and the Eatonton-Putnam Water and Sewer Authority (“Authority”) desire to provide leadership in promoting cooperation between local governments; and

**WHEREAS**, the County presently owns a 1996 Freightliner FL80, VIN #1FV6JLCB4TL664041 which was a former fire truck converted to a heavy shop services vehicle; and

**WHEREAS**, the County desires to transfer said truck to the Authority;

**NOW THEREFORE**, for and in consideration of the mutual covenants, agreements and promises as hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the County, acting by and through its duly authorized officers, does hereby transfer the 1996 Freightliner FL80, VIN #1FV6JLCB4TL664041 to the Authority.

**RESOLVED THIS 7<sup>th</sup> DAY OF FEBRUARY 2025**

**BOARD OF COMMISSIONERS OF PUTNAM COUNTY**

B. W. “Bill” Sharp  
Chairman

ATTEST:

Lynn Butterworth  
County Clerk



**File Attachments for Item:**

10. Submission of Names for Appointment to the Hospital Authority-Post 4 (staff-CC)

Applicants for Hospital Authority of Putnam County

1/31/2025

NAME	ADDRESS	POST	OCCUPATION	EDUCATION	GOV'T EXPERIENCE	APPLICATION DATE
Tom Thompson	103 Greensboro Road	4	Retired	Graduate of Putnam County High School and Emory University Gouizetta School of Business; BBA Finance and Accounting	Currently serving on Hospital Authority; Former Chairman Putnam County Board of Commissioners	2/9/2024
Phillip Ethridge	107 North Hidden Lake Dr	4	Emergency Services	Highschool diploma and 4 year degree from University of Georgia	15 year retired Fireman of Putnam County and curenly work for Putnam County EMS- 21 years total	6/6/2024
Rachel Deraney Harvey	120 Chandler Drive	4	Self-Employed	Bachelor of Science in Mechanical Engineering from Georgia Institute of Technology	Currently serving on the boards of Eatonton Main Street and Putnam General Hospital Foundation	1/15/2025
There are four vacancies but only enough applications for one right now						
Tom Thompson	Term Expired 2-28-24					
Need three names to submit to Hospital Authority						

# PUTNAM COUNTY BOARD OF COMMISSIONERS



OCY  
'24 FEB 9 AM 8:39

117 Putnam Drive, Suite A ♦ Eatonton, GA 31024  
706-485-5826 ♦ 706-923-2345 fax  
www.putnamcountyga.us

### APPLICATION FOR BOARDS, COMMITTEES, & AUTHORITIES

Name: Tom Thompson Home Phone: 706 485-6387  
 Address: 103 Greensboro Rd Work Phone: \_\_\_\_\_  
Eatonton, Ga 31024 Cell Phone: [REDACTED]  
 Occupation: Retired E-mail: [REDACTED]

I would like to apply for appointment to the following Board, Committee, or Authority:  
Putnam General Hospital Authority

Which district do you live in?  1  2  3  4

Briefly explain your educational background Graduate, Putnam County High School  
Graduate, Emory University Gouizetta School of Business, BBA Finance and Accounting

Are you an owner or officer in any business or corporation?  Yes  No  
Tom Thompson Leasing & Investments, Inc

If yes, please list the name and activity of the business or corporation: \_\_\_\_\_  
Thompson Investment Holdings, LLLP

Please explain any previous experience with State or Local Government: \_\_\_\_\_  
Retired Chairman. Putnam County Board of Commissioners

Briefly explain why you seek this appointment: I want to continue PGH's financial strength while  
continuing to improve PGH's facilities and medical support for Putnam County.  
PGH is a huge asset to Putnam County. We must keep it financially strong and medically superior.

If appointed, I agree to serve.

[Signature]  
Signature

February 5, 2024  
Application Date

\*This application should be submitted to the Putnam County Board of Commissioners. Any additional information may be included on a separate page.



# PUTNAM COUNTY BOARD OF COMMISSIONERS



*Reid  
6-6-24  
slw*

117 Putnam Drive, Suite A ♦ Eatonton, GA 31024  
706-485-5826 ♦ 706-923-2345 fax  
www.putnamcountyga.us

## APPLICATION FOR BOARDS, COMMITTEES, & AUTHORITIES

Name: PHILLIP E ETHRIDGE JR  
Address: 107 NORTH HIDDEN LAKE DRIVE  
EATONTON GA 31024  
Occupation: EMERGENCY SERVICES

Home Phone: \_\_\_\_\_  
Work Phone: \_\_\_\_\_  
Cell Phone: [REDACTED]  
E-mail: [REDACTED]

I would like to apply for appointment to the following Board, Committee, or Authority:  
HOSPITAL AUTHORITY

Which district do you live in?  1     2     3     4

Briefly explain your educational background HIGHSCHOOL DIPLOMA AND 4 YEAR DEGREE FROM  
UNIVERSITY OF GEORGIA

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

If yes, please list the name and activity of the business or corporation: A1 LIFESAVING CPR  
CPR/FIRST AID TRAINING FOR SCHOOLS/COMPANIES AND INDIVIDUALS

Please explain any previous experience with State or Local Government: 15 YEAR RETIRED FIREMAN  
OF PUTNAM COUNTY AND CURRENTLY WORK FOR PUTNAM COUNTY EMS-21 YEARS TOTAL

Briefly explain why you seek this appointment: WOULD LIKE TO HELP MAKE PGH A GROWING  
FACILITY AND EXPAND ITS NEEDS TO ALL OF THE COUNTY. THE COUNTY HAS A GREAT  
ASSET IN THE HOSPITAL AND WITH THE COUNTY GROWING, THE HOSPITAL NEEDS TO GROW  
WITH THE COMMUNITY NEEDS.

If appointed, I agree to serve.

[Signature]  
Signature

6-3-2024  
Application Date

\*This application should be submitted to the Putnam County Board of Commissioners. Any additional information may be included on a separate page.

# PUTNAM COUNTY BOARD OF COMMISSIONERS

*slb*  
JAN 15 2025 PM 1:21



117 Putnam Drive, Suite A ♦ Eatonton, GA 31024  
706-485-5826 ♦ 706-923-2345 fax  
www.putnamcountyga.us

## APPLICATION FOR BOARDS, COMMITTEES, & AUTHORITIES

Name: <u>Rachel Deraney Harvey</u>	Home Phone: _____
Address: <u>120 Chandler Drive</u>	Work Phone: _____
<u>Eatonton, GA 31024</u>	Cell Phone: <u>[REDACTED]</u>
Occupation: <u>Self-Employed</u>	E-mail: <u>[REDACTED]</u>

I would like to apply for appointment to the following Board, Committee, or Authority:  
Hospital Authority

Which district do you live in?  1     2     3     4

Briefly explain your educational background Bachelor of Science in Mechanical Engineering from Georgia Institute of Technology

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

If yes, please list the name and activity of the business or corporation: CJ RAMS, LLC  
Consultant for small business development

Please explain any previous experience with State or Local Government: Currently serving on the boards of Eatonton Main Street and Putnam General Hospital Foundation

Briefly explain why you seek this appointment: PGH is key to the growth and development of the Eatonton-Putnam community. A community is only as good as its people, and we need PGH to have the ability and resources to provide the best possible care to our growing community. Enhancing the quality of care, increasing access to services, improving patient outcomes, and promoting health and wellness all make significant impacts on the well-being of our community, thus creating a healthier and more invested partnership and collaboration with PGH.  
If appointed, I agree to serve.

[Signature]  
Signature

1/15/25  
Application Date

\*This application should be submitted to the Putnam County Board of Commissioners. Any additional information may be included on a separate page.

# RACHEL HARVEY

## PROFILE

I am experienced in strategic planning, business process improvement, project management, data analytics, and financial interpretation. Because of my organizational, time-management, and problem-solving skills, I thrive in a quick-paced, changing environment. I am detail oriented and have excellent communication and interpersonal skills. I work well in collaborative groups and value constructive criticism and feedback as well as offering it if called upon. I am self-motivated and can also work independently and proactively to turn complex problems into successful solutions.

## CONTACT



Eatonton, GA



rmdharvey

## EDUCATION

BS in Mechanical Engineering  
Georgia Institute of Technology  
Atlanta, Georgia  
1998 – 2001

## SKILLS & RECOGNITION

- Microsoft Office Advanced User
- Google Suite Advanced User
- Enrolled Agent with the IRS
- QuickBooks Intermediate User
- Voted Most Outstanding Leader by 2022 Leadership Putnam Class
- Eatonton Main Street Advisory Board Member & Secretary
- Putnam General Hospital Foundation Board Member (Events Committee)

## EXPERIENCE

### Business Development Consultant

CJ RAMS LLC (formally J SMARC LLC) || Georgia || 2014 to current

- Small Business Owner
- Organize LLCs and S-corps and maintain corporate records
- Bookkeeping and financial auditing
- Business structure analysis to create and implement processes and systems to streamline business operations
- Funding research and writing of grant proposals

### Chief Operating Officer

Sweet Dreams Nurse Anesthesia, Inc || Alpharetta, GA || 2009 to 2014

- Improved the operational systems, processes, policies, and flow of information
- Managed and increased effectiveness and efficiency of Accounting, HR, and scheduling through coordination and communication between support staff and Board of Directors
- Oversaw all financial management, planning, and systems
- Organized and conducted regular meetings with the Board of Directors
- Supervised and coached office and department managers

### CRM Coordinator

The Trane Company || Atlanta, GA || 2007 to 2010

- Supported sales staff in maintaining and tracking customer contacts and sales data through Oracle Customer Relationship Manager

### Application Specialist & Equipment Estimator

The Trane Company || Orlando, FL & Atlanta, GA || 2003 to 2007

- Supported New Systems Sales by selecting, pricing, and generating the proposal for equipment, labor, outside vendor items, and other construction related activities per plans and specifications for bidding purposes
- Supported Order Fulfillment and Sales by validating the scope of work, generating submittals, obtaining vender submittals, and preparing the correct equipment for order entry

### High School Geometry Teacher

Lake Mary High School || Lake Mary, FL || 2002 to 2003

- Taught standard and honors level geometry classes

### Georgia Institute of Technology

Undergraduate Assistant || Atlanta, GA || 1998 to 2001

- Assistant to the Administrations Manager of the Department of Health & Performance Sciences

# PUTNAM COUNTY BOARD OF COMMISSIONERS



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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 Putnam County residents interested in serving on the **Hospital Authority of Putnam County**. There are two vacant positions, Post 3 and Post 4.

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 positions are 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") section or by calling the above number.

03/14/2024 & 03/21/2024

HOSPITAL AUTHORITY

MEMBER

TERM EXPIRES

Billy Webster <b>(resigned 09-13-24)</b> 116 N. Little River Court Eatonton, GA 31024	Post 1	2/28/2026
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J T (Jerry) Gregory Jr. - Chairman 858 Oak Street P. O. Box 3355 Eatonton, GA 31024	Post 2	2/28/2026
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Jeff Hodge 282 W. River Bend Drive Eatonton, GA 31024	Post 3	2/28/2024
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Tom Thompson 103 Greensboro Road Eatonton, GA 31024	Post 4	2/28/2024
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Rebecca C. Rocker 301 Carriage Way Eatonton, GA 31024	Post 5	2/28/2027
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Georgia Benjamin-Smith 403 Willie Bailey Street Eatonton, GA 31024	Post 6	2/28/2027
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Robert D. Betzel, D.D.S. 408 N. Madison Avenue Eatonton, GA 31024	Post 7	2/28/2025
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Richard Garrett	BOC Liaison	12/31/2028
Tom McElhenney	BOC Liaison	12/31/2028