



117 Putnam Drive ♦ Eatonton, GA 31024 ♦ Tel: 706-485-1884 www.putnamdevelopmentauthority.com

Agenda
Monday, January 14, 2019 ♦ 9:00 AM
Putnam County Administration Building – Room 204

Opening

1. Call to Order
2. Introduce New PDA Board Member
3. Economic Development Grant Award from Tri-County EMC
4. SIP Grading Project Contract Discussion and Vote to Award Contract

Minutes

5. Approval of Minutes - December 10, 2018 Regular Meeting
6. Approval of Minutes - December 10, 2018 Executive Session
7. Approval of Minutes - December 11, 2018 Called Meeting
8. Approval of Minutes - December 11, 2018 Executive Session

Financials

9. Approval of Financials - November 2018
10. Approval of Financials - December 2018

Reports

11. Economic Development Director Report - January 2019

Regular Business

12. Elect 2019 Officers
13. Discuss Covenants for South Industrial Park Property
14. Sign new OneGeorgia Signature Card
15. Discuss Georgia B.A.S.S. Nation Fishing Tournament
16. Discuss Scheduling Annual Review in July
17. Review Goals/Objectives for January 2019-July 2019
18. Sign updated Interfor Letter of Intent

Other Business

19. Other Business

Next Meeting Items

20. Next Meeting Items

Executive Session

21. Motion to enter Executive Session as allowed by O.C.G.A. 50-14-4, if necessary, for Personnel, Litigation, or Real Estate
22. Motion to reopen meeting and execute Affidavit concerning the subject matter of the closed portion of the meeting
23. Action, if any, resulting from the Executive Session

Closing

24. Adjournment

The Putnam Development Authority 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 PDA members, 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 authority 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.

Backup material for agenda item:

4. SIP Grading Project Contract Discussion and Vote to Award Contract

The Putnam Development Authority 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 PDA members, 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 authority 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.

P.C. Simonton & Associates, Inc.
Consulting Engineers

309 North Main Street
Post Office Box 649
Hinesville, Georgia 31310

1050 Parkside Commons
Suite 101
Greensboro, GA 30642

December 17, 2018

Mrs. Terry Schwindler
Economic Development Director
Putnam Development Authority
117 Putnam Drive
Eatonton, GA 31024

RE: South Industrial Park
GRAD Project
PCS No. 2015-06

Dear Mrs. Schwindler,

Bids were opened for the above referenced project on December 11, 2018. Six (6) responsive bids were received for the project ranging from \$699,097.50 to \$1,595,072.50. Attached is the bid tabulation showing details of each bid.


Each of the contractors bidding the project were reviewed during the prequalification process and all were found to be experienced in similar projects. References were checked on all contractors and each received favorable recommendations.

During the tabulation of the bids we contacted the low bidder, Taylor and Sons, Inc., to discuss the bid and to ensure that they had thoroughly reviewed their submittal and were comfortable they could complete the project for the price bid. Their response was that they had reviewed their bid and were comfortable with the submittal.

Based on the above, P.C. Simonton and Associates, Inc., recommends that the Putnam Development Authority award the South Industrial Park GRAD project to Taylor and Sons, Inc., in the amount of \$699,097.50.

Should you have any questions, comments or desire additional information, please contact me.

Sincerely
P.C. Simonton & Associates, Inc.


Paul C. Simonton, P.E.
President
PCS/jc/2015-06

**South Industrial Park
for
Putnam County
PCS No. 2015-06
Bid Tabulation**

I CERTIFY THAT THIS TABULATION IS A TRUE REPRESENTATION OF THE BIDS RECEIVED ON DECEMBER 11, 2018



Item No.	Quantity	Units	Description	Fortis Engineering Eatonton, GA		Taylor & Sons, Inc. East Dublin, GA		Griffin-Folson Construction, LLC Cordele, GA		Total Earth Services, LLC Dublin, GA		Piedmont Mining, LLC Wren, GA		Peed Bros, Inc. GA		Butler,
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	GA
1.	38	ACRES	Clearing and Grubbing	\$3,000.00	\$114,000.00	\$2,000.00	\$76,000.00	\$3,100.00	\$117,800.00	\$4,025.00	\$152,950.00	\$2,486.57	\$94,489.66	\$2,817.89	\$107,079.82	
2.	107,000	CY	Grading	\$4.25	\$454,750.00	\$1.75	\$187,250.00	\$4.00	\$428,000.00	\$3.25	\$347,750.00	\$3.02	\$323,140.00	\$3.00	\$321,000.00	
3.	1	LS	Pond to Clearing		\$35,000.00		\$1,500.00		\$32,000.00		\$1,200.00		\$34,417.05		\$10,000.00	
4.	1	LS	Post Clearing Topographic Survey		\$2,500.00		\$2,500.00		\$2,500.00		\$2,500.00		\$2,500.00		\$2,500.00	
5.	4,000	SY	8" Crusher Run Base	\$17.80	\$71,200.00	\$12.32	\$49,280.00	\$15.00	\$60,000.00	\$20.75	\$83,000.00	\$9.47	\$37,880.00	\$13.04	\$52,160.00	
6.	850	GAL	Prime	\$17.80	\$15,130.00	\$2.35	\$1,997.50	\$4.00	\$3,400.00	\$20.80	\$17,680.00	\$8.40	\$7,140.00	\$7.50	\$6,375.00	
7.	3,400	SY	2" 19mm Binder	\$12.35	\$41,990.00	\$12.00	\$40,800.00	\$15.00	\$51,000.00	\$14.45	\$49,130.00	\$10.50	\$35,700.00	\$12.20	\$41,480.00	
8.	3,400	SY	1 1/2" 12.5mm Superpave Asphalt	\$10.00	\$34,000.00	\$9.00	\$30,600.00	\$10.00	\$34,000.00	\$11.58	\$39,372.00	\$8.12	\$27,608.00	\$10.30	\$35,020.00	
9.	1	LS	Fine Grading		\$20,000.00		\$29,000.00		\$45,000.00		\$12,000.00		\$6,256.00		\$10,000.00	
10.	100	CY	Blasted Rock	\$70.00	\$7,000.00	\$15.00	\$1,500.00	\$50.00	\$5,000.00	\$115.00	\$11,500.00	\$130.64	\$13,064.00	\$85.00	\$8,500.00	
11.			Storm Drain													
A.)	600	LF	18" RCP	\$38.68	\$23,208.00	\$41.50	\$24,900.00	\$31.00	\$18,600.00	\$61.00	\$36,600.00	\$47.81	\$28,686.00	\$33.75	\$20,250.00	
B.)	26	LF	24" RCP	\$49.00	\$1,274.00	\$56.00	\$1,456.00	\$40.00	\$1,040.00	\$88.00	\$2,288.00	\$78.35	\$2,037.10	\$47.15	\$1,225.90	
C.)	2	LF	18" SES	\$700.00	\$1,400.00	\$950.00	\$1,900.00	\$750.00	\$1,500.00	\$2,600.00	\$5,200.00	\$745.89	\$1,491.78	\$1,807.00	\$3,614.00	
D.)	4	EA	18" FES	\$1,268.00	\$5,072.00	\$950.00	\$3,800.00	\$750.00	\$3,000.00	\$2,400.00	\$9,600.00	\$658.81	\$2,635.24	\$1,190.00	\$4,760.00	
E.)	2	EA	18" HW	\$650.00	\$1,300.00	\$1,200.00	\$2,400.00	\$1,600.00	\$3,200.00	\$200.00	\$4,000.00	\$804.71	\$1,609.42	\$1,300.00	\$2,600.00	
F.)	1	EA	Junction Box	\$2,500.00	\$2,500.00	\$3,200.00	\$3,200.00	\$3,000.00	\$3,000.00	\$7,560.00	\$7,560.00	\$7,190.20	\$7,190.20	\$2,705.40	\$2,705.40	
G.)	1	EA	ST-5 Outlet Control Structure	\$10,400.00	\$10,400.00	\$6,000.00	\$6,000.00	\$4,500.00	\$4,500.00	\$19,075.00	\$19,075.00	\$12,097.21	\$12,097.21	\$6,942.10	\$6,942.10	
10.			Sanitary Sewer													
A.)	1	EA	Connection to Existing Manhole	\$2,150.00	\$2,150.00	\$2,500.00	\$2,500.00	\$3,500.00	\$3,500.00	\$7,494.00	\$7,494.00	\$2,581.75	\$2,581.75	\$4,200.00	\$4,200.00	
B.)	560	LF	10" Sewer 0-6' Cut	\$38.00	\$21,280.00	\$22.00	\$12,320.00	\$25.00	\$14,000.00	\$123.00	\$68,880.00	\$32.48	\$18,188.80	\$30.00	\$16,800.00	
C.)	465	LF	10" Sewer 6'-8'	\$38.00	\$17,670.00	\$24.00	\$11,160.00	\$30.00	\$13,950.00	\$123.00	\$57,195.00	\$35.36	\$16,442.40	\$36.00	\$16,740.00	
D.)	300	LF	10" Sewer 8'-10' Cut	\$38.00	\$11,400.00	\$26.00	\$7,800.00	\$40.00	\$12,000.00	\$123.00	\$36,900.00	\$39.47	\$11,841.00	\$48.00	\$14,400.00	
E.)	240	LF	10" Sewer 10'-12' Cut	\$38.00	\$9,120.00	\$28.00	\$6,720.00	\$40.00	\$9,600.00	\$184.00	\$44,160.00	\$41.89	\$10,053.60	\$48.00	\$11,520.00	
F.)	180	LF	10" Sewer Over 12' Cut	\$38.00	\$6,840.00	\$30.00	\$5,400.00	\$60.00	\$10,800.00	\$272.00	\$48,960.00	\$45.34	\$8,161.20	\$72.00	\$12,960.00	
G.)	3	EA	Manhole	\$3,200.00	\$9,600.00	\$2,400.00	\$7,200.00	\$2,500.00	\$7,500.00	\$6,676.00	\$20,028.00	\$3,317.45	\$9,952.35	\$3,000.00	\$9,000.00	
H.)	20	LF	6" Service Sewer	\$1,300.00	\$26,000.00	\$25.00	\$500.00	\$25.00	\$500.00	\$68.00	\$1,360.00	\$105.27	\$2,105.40	\$30.00	\$600.00	
11.			Water System													
A.)	1	EA	8"x10" Connection	\$2,000.00	\$2,000.00	\$2,850.00	\$2,850.00	\$3,500.00	\$3,500.00	\$4,087.00	\$4,087.00	\$3,856.56	\$3,856.56	\$4,200.00	\$4,200.00	
B.)	1225	LF	10" Watermain	\$26.00	\$31,850.00	\$25.00	\$30,625.00	\$25.00	\$30,625.00	\$75.00	\$91,875.00	\$37.00	\$45,325.00	\$28.20	\$34,545.00	
C.)	100	LF	8" Watermain	\$23.00	\$2,300.00	\$20.00	\$2,000.00	\$20.00	\$2,000.00	\$68.00	\$6,800.00	\$40.53	\$4,053.00	\$23.40	\$2,340.00	
D.)	4	EA	10" Gate Valve	\$1,900.00	\$7,600.00	\$1,950.00	\$7,800.00	\$2,500.00	\$10,000.00	\$3,338.00	\$13,352.00	\$2,479.48	\$9,917.92	\$7,502.00	\$30,008.00	
E.)	1	EA	8" Gate Valve	\$1,300.00	\$1,300.00	\$1,400.00	\$1,400.00	\$1,800.00	\$1,800.00	\$2,180.00	\$2,180.00	\$2,313.09	\$2,313.09	\$2,160.00	\$2,160.00	
F.)	2	EA	F.H Assembly	\$3,300.00	\$6,600.00	\$3,800.00	\$7,600.00	\$3,500.00	\$7,000.00	\$6,131.00	\$12,262.00	\$4,416.47	\$8,832.94	\$4,200.00	\$8,400.00	
G.)	2.5	TN	Fittings	\$2,000.00	\$5,000.00	\$3,000.00	\$7,500.00	\$6,500.00	\$16,250.00	\$2,861.00	\$7,152.50	\$1,296.83	\$3,242.08	\$7,800.00	\$19,500.00	
H.)	12	SY	Pavements Removal & Replace	\$130.00	\$1,560.00	\$100.00	\$1,200.00	\$200.00	\$2,400.00	\$681.00	\$8,172.00	\$381.42	\$4,577.04	\$120.00	\$1,440.00	

			Fortis Engineering Eatonton, GA		Taylor & Sons, Inc. East Dublin, GA		Griffin-Folson Construction, LLC Cordele, GA		Total Earth Services, LLC Dublin, GA		Piedmont Mining, LLC Wren, GA		Peed Bros, Inc. GA		Butler,	
12.)		Erosion and Sediment Control														
A.)	1	LS		\$2,000.00		\$2,309.00		\$1,600.00		\$5,200.00		\$2,443.75				\$4,500.00
B.)	150	SY	\$90.00	\$13,500.00	\$19.20	\$2,880.00	\$100.00	\$15,000.00	\$165.00	\$24,750.00	\$83.93	\$12,589.50	\$25.59	\$3,838.50		\$3,838.50
C.)	6000	LF	\$3.25	\$19,500.00	\$2.75	\$16,500.00	\$4.00	\$24,000.00	\$5.50	\$33,000.00	\$5.66	\$33,960.00	\$7.00	\$42,000.00		\$42,000.00
D.)	5000	SY	\$3.00	\$15,000.00	\$1.95	\$9,750.00	\$2.00	\$10,000.00	\$2.55	\$12,750.00	\$1.46	\$7,300.00	\$1.45	\$7,250.00		\$7,250.00
E.)	1	LS		\$15,000.00		\$6,000.00		\$6,000.00		\$23,190.00		\$4,600.00				\$10,000.00
F.)	1	LS		\$22,500.00		\$5,000.00		\$6,000.00		\$60,321.00		\$20,879.25				\$37,740.00
G.)	1	LS		\$5,000.00		\$6,000.00		\$300.00		\$1,835.00		\$2,127.50				\$500.00
H.)	1	LS		\$49,000.00		\$34,500.00		\$5,000.00		\$119,211.00		\$65,898.00				\$53,280.00
*I.)	1	LS		\$7,500.00		\$8,500.00		\$3,500.00		\$7,553.00		\$7,650.00				\$7,200.00
13.)	1	LS		\$20,000.00		\$29,000.00		\$51,518.25		\$75,000.00		\$100.00				\$40,700.00
Total Bid				* \$1,171,994.00		\$699,097.50		* \$1,081,883.25		* \$1,595,072.50		* \$956,933.79				\$1,032,033.72
				*Error in bid actual= \$1,171,994.00 bid submitted= \$1,189,149.00				*Error in bid actual= \$1,081,883.25 bid submitted= \$1,081,883.20		*Error in bid actual= \$1,595,072.50 bid submitted= \$1,595,074.00		*Error in bid actual= \$956,933.79 bid submitted= \$956,934.19				
Alternate Items																
1.)	1225	LF	\$21.00	\$25,725.00	\$19.00	\$23,275.00	\$20.00	\$24,500.00	\$69.00	\$84,525.00	\$31.17	\$38,183.25	\$23.40	\$28,665.00		\$28,665.00
2.)	1	EA	\$3,850.00	\$3,850.00	\$3,500.00	\$3,500.00	\$6,000.00	\$6,000.00	\$10,098.00	\$10,098.00	\$4,250.00	\$4,250.00	\$6,000.00	\$6,000.00		\$6,000.00

3.) Grading quantities may be reduced for budget compliance using the unit prices

If it is determined that reduction in scope is required, the bidder must honor all unit prices as stated with the reduced scope. Mobilization, which is based on percentage of the other contract items will be reduced based on the percentage of the modified total. Award of the project will be to the successful low bidder on the final scope of the project.

Backup material for agenda item:

- 5. Approval of Minutes - December 10, 2018 Regular Meeting

The Putnam Development Authority 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 PDA members, 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 authority 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.



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www.putnamdevelopmentauthority.com

Minutes

Monday, December 10, 2018 ♦ 9:00 AM

Putnam County Administration Building – Room 204

The Putnam Development Authority met on Monday, December 10, 2018 at approximately 9:00 AM in the Putnam County Administration Building, 117 Putnam Drive, Room 204, Eatonton, Georgia

PRESENT

Chairman Bill Sharp
Member Patty Burns
Member Joshua Daniel
Member Ed Waggoner

ABSENT

Member Eugene Smith

OTHERS PRESENT

Economic Development Director Terry Schwindler
County Clerk Lynn Butterworth

Opening

1. Call to Order

Chairman Sharp called the meeting to order at approximately 9:02 a.m. (Copy of agenda made a part of the minutes.)

Minutes

2. Approval of Minutes - November 9, 2018 Regular Meeting
3. Approval of Minutes - November 9, 2018 Executive Session

Motion to approve the Minutes of the November 9, 2018 Regular Meeting and Executive Session

Motion made by Vice Chairman Waggoner, Seconded by Member Daniel.

Voting Yea: Vice Chairman Waggoner, Member Burns, Member Daniel

Financials

4. Approval of Financials - November 2018

The November 2018 Financials were not received in time for the meeting.

Motion to table the approval of the November 2018 Financials until the next meeting.

Motion made by Member Daniel, Seconded by Vice Chairman Waggoner.

Voting Yea: Vice Chairman Waggoner, Member Burns, Member Daniel

Reports

5. Economic Development Director Report - December 2018

EDD Schwindler reported the following: (copy of report made a part of the minutes)

- Website visitor sessions and pages viewed per session
- Website analytics
- Project status - 3 projects added
- Projects by Industry - 3 commercial/retail
- Project source – 1 direct, 1 existing industry, 1 local referral
- Company located – Lake Country Outfitters
- Company located – Street Studios
- Company relocated – Sapphira Hair Studio
- Project update – SIP Pad Ready Sites Project: grading & clearing bid opening-December 11th at 2:00 PM
- Project update – Tytan Studios – movie “83 Days” was released on December 9th
- Project update – Lakeview Senior Housing
- Business & Industry contacts - 18 MTD, 247 YTD
- Social media - 341 likes on Facebook, 45 followers on LinkedIn, 145 followers on Instagram, 20 followers on Twitter
- Events attended and upcoming events
- Interfor Hiring Expo – December 6th

Regular Business

6. Authorization for Chairman to sign OneGeorgia Progress Report

Motion to authorize the Chairman to sign the OneGeorgia Progress Report.

Motion made by Member Daniel, Seconded by Member Burns.

Voting Yea: Vice Chairman Waggoner, Member Burns, Member Daniel

(Copy of report made a part of the minutes.)

7. Approval of 2019 PDA Meeting Calendar

Motion to approve the 2019 PDA Meeting calendar for meetings on the second Monday of each month, except for October which will be on Friday, October 11th and November which will be Friday, November 8th.

Motion made by Vice Chairman Waggoner, Seconded by Member Daniel.

Voting Yea: Vice Chairman Waggoner, Member Burns, Member Daniel

(Copy of calendar made a part of the minutes.)

Other Business

8. Other Business
None

Executive Session

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

Motion to enter Executive Session for Real Estate purposes

Motion made by Vice Chairman Waggoner, Seconded by Member Daniel.

Voting Yea: Vice Chairman Waggoner, Member Burns, Member Daniel

Meeting closed at approximately 9:44 a.m.

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

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

Motion made by Vice Chairman Waggoner, Seconded by Member Daniel.

Voting Yea: Vice Chairman Waggoner, Member Burns, Member Daniel

(Copy of affidavit made a part of the minutes.)

Meeting reopened at approximately 10:38 a.m.

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

Motion to authorize the Chairman to sign the Rossee Oil contract

Motion made by Member Daniel, Seconded by Vice Chairman Waggoner.

Voting Yea: Vice Chairman Waggoner, Member Burns, Member Daniel

(Copy of contract made a part of the minutes.)

Closing

12. Adjournment

Motion to adjourn the meeting.

Motion made by Member Daniel, Seconded by Chairman Waggoner.

Voting Yea: Vice Chairman Waggoner, Member Burns, Member Daniel

Meeting adjourned at approximately 10:39 a.m.

ATTEST:

Lynn Butterworth
County Clerk

Bill Sharp
Chairman

Backup material for agenda item:

6. Approval of Minutes - December 10, 2018 Executive Session

The Putnam Development Authority 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 PDA members, 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 authority 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.



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The draft minutes of the December 10, 2018 & December 11, 2018 Executive Sessions are available for Board Member review in the Clerk's office.

Backup material for agenda item:

7. Approval of Minutes - December 11, 2018 Called Meeting

The Putnam Development Authority 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 PDA members, 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 authority 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.



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Called Meeting Minutes

Tuesday, December 11, 2018 ♦ 2:30 PM

Putnam County Administration Building – Room 204

The Putnam Development Authority met on Tuesday, December 11, 2018 at approximately 2:30 PM in the Putnam County Administration Building, 117 Putnam Drive, Room 204, Eatonton, Georgia

PRESENT

Chairman Bill Sharp
Member Patty Burns (via telephone)
Member Joshua Daniel
Member Eugene Smith
Member Ed Waggoner

OTHERS PRESENT

County Clerk Lynn Butterworth

Opening

1. Call to Order

Chairman Sharp called the meeting to order at approximately 2:38 p.m. (Copy of agenda made a part of the minutes.)

Executive Session

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

Motion to enter Executive Session for the purposes of Personnel.

Motion made by Member Smith, Seconded by Member Daniel.

Voting Yea: Vice Chairman Waggoner, Member Burns, Member Daniel, Member Smith

Meeting closed at approximately 2:39 p.m.

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

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

Motion made by Vice Chairman Waggoner, Seconded by Member Smith.

Voting Yea: Vice Chairman Waggoner, Member Burns, Member Daniel, Member Smith
(Copy of affidavit made a part of the minutes.)

Meeting reopened at approximately 3:33 p.m.

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

Motion to authorize the Chairman and one other board member and/or the Clerk to conduct the annual performance review with EDD Schwindler.

Motion made by Vice Chairman Waggoner, Seconded by Member Daniel.

Voting Yea: Vice Chairman Waggoner, Member Burns, Member Daniel, Member Smith

Closing

5. Adjournment

Chairman Sharp adjourned the meeting at approximately 3:34 p.m.

ATTEST:

Lynn Butterworth
County Clerk

Bill Sharp
Chairman

Backup material for agenda item:

8. Approval of Minutes - December 11, 2018 Executive Session

The Putnam Development Authority 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 PDA members, 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 authority 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.



117 Putnam Drive ♦ Eatonton, GA 31024 ♦ Tel: 706-485-1884
www.putnamdevelopmentauthority.com

The draft minutes of the December 10, 2018 & December 11, 2018 Executive Sessions are available for Board Member review in the Clerk's office.

Backup material for agenda item:

9. Approval of Financials - November 2018

The Putnam Development Authority 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 PDA members, 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 authority can vote to go into an executive session on a legally exempt matter during a public meeting even if not advertised or listed on the agenda. Individuals with disabilities who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting or the facilities are required to contact the ADA Compliance Officer, at least three business days in advance of the meeting at 706-485-2776 to allow the County to make reasonable accommodations for those persons.



Putnam County, GA

Income Statement 18

Account Summary

For Fiscal: 2019 Period Ending: 11/30/2018

	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 101 - GENERAL FUND					
Expense					
101-75201-511100	67221	67221	5171.26	10342.52	56878.48
101-75201-512101	7686	7686	631.53	1269.36	6416.64
101-75201-512201	5143	5143	389.96	779.92	4363.08
101-75201-512401	9005	9005	750	1500	7505
101-75201-512701	210	210	0	0	210
101-75201-512901	300	300	0	0	300
101-75201-521203	15600	15600	0	1300.14	14299.86
101-75201-521206	6500	6500	0	0	6500
101-75201-521220	40000	40000	0	0	40000
101-75201-521301	3200	3200	-3275.5	-4887.75	8087.75
101-75201-522201	5000	5000	0	0	5000
101-75201-522205	600	600	12.16	61.91	538.09
101-75201-522321	3000	3000	0	0	3000
101-75201-523101	6550	6550	0	0	6550
101-75201-523201	1320	1320	87.06	174.12	1145.88
101-75201-523215	300	300	0	0	300
101-75201-523301	4625	4625	0	0	4625
101-75201-523401	1500	1500	0	0	1500
101-75201-523501	7900	7900	0	824.07	7075.93
101-75201-523601	2750	2750	0	420	2330
101-75201-523701	1400	1400	0	0	1400
101-75201-523920	55000	55000	0	0	55000
101-75201-531101	1000	1000	0	0	1000
101-75201-531110	3000	3000	0	0	3000
101-75201-531231	700	700	44.34	88.68	611.32
101-75201-531301	3500	3500	0	120.92	3379.08
101-75201-531401	250	250	0	42.97	207.03
101-75201-531601	2500	2500	0	0	2500
Expense Total:	255760	255760	3810.81	12036.86	243,723.14
Fund: 101 - GENERAL FUND Total:	255760	255760	3810.81	12036.86	243,723.14
Total Surplus (Deficit):	-255760	-255760	-3810.81	-12036.86	-243,723.14

Putnam Development Authority
Reconciliation Summary
10001 · Checking-FMB, Period Ending 11/17/2018

	<u>Nov 17, 18</u>
Beginning Balance	260,202.58
Cleared Transactions	
Deposits and Credits - 2 items	<u>4,623.45</u>
Total Cleared Transactions	<u>4,623.45</u>
Cleared Balance	<u>264,826.03</u>
Register Balance as of 11/17/2018	264,826.03
Ending Balance	264,826.03

Putnam Development Authority

Balance Sheet

As of November 30, 2018

	<u>Nov 30, 18</u>
ASSETS	
Current Assets	
Checking/Savings	
10001 · Checking-FMB	264,826.03
10050 · One Georgia Funds	50.00
10300 · Certificate of Deposit 42072	109,216.02
10600 · Certificate of Deposit-24251	82,174.43
	<hr/>
Total Checking/Savings	456,266.48
Other Current Assets	
11700 · CIP	25,357.50
12007 · Prepaid Insurance	3,896.00
	<hr/>
Total Other Current Assets	29,253.50
Total Current Assets	<hr/> 485,519.98
Fixed Assets	
11100 · 10 ac. N. Park	200,000.00
11200 · 5 ac. N. Park	100,000.00
11250 · Building-Tech College	1,000,000.00
11300 · Tech. College Property	455,962.60
11350 · Building	660,561.00
11355 · Rock Eagle Rech. Accum Deprecia	-62,386.40
11400 · Mach & Equip (Haband)	350,000.00
11500 · 142 Ac. Indust Blvd	300,000.00
11600 · 130 Ac. RE Tech. Park	1,029,600.00
	<hr/>
Total Fixed Assets	4,033,737.20
Other Assets	
12001 · Note Receivable-Lease Purch Aar	-53,536.07
12005 · Note Rec-Aaron	330,083.48
	<hr/>
Total Other Assets	276,547.41
TOTAL ASSETS	<hr/> 4,795,804.59 <hr/>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
11360 · Accum Depr-Building	352,083.00
11420 · Accum Depr-Mach & Equip	350,000.00
18050 · Accrued Payroll	667.00
	<hr/>
Total Other Current Liabilities	702,750.00
Total Current Liabilities	<hr/> 702,750.00
Total Liabilities	702,750.00
Equity	
30000 · Opening Balance Equity	3,367,924.20
32000 · Unrestricted Net Assets	720,091.70
Net Income	5,038.69
	<hr/>
Total Equity	4,093,054.59
TOTAL LIABILITIES & EQUITY	<hr/> 4,795,804.59 <hr/>

Putnam Development Authority
Profit & Loss YTD Comparison
November 2018

	<u>Nov 18</u>	<u>Oct - Nov 18</u>
Income		
45000 · Interest	996.91	5,038.69
Total Income	996.91	5,038.69
Expense	0.00	0.00
Net Income	<u><u>996.91</u></u>	<u><u>5,038.69</u></u>

**Putnam Development Authority
Reconciliation Detail**

10050 · One Georgia Funds, Period Ending 11/15/2018

Type	Date	Num	Name	Clr	Amount	Balance
Beginning Balance						40,050.00
Cleared Transactions						
Checks and Payments - 1 item						
Check	09/27/2018	1002	P.C. Simmanton & ...	X	-40,000.00	-40,000.00
Total Checks and Payments					-40,000.00	-40,000.00
Total Cleared Transactions					-40,000.00	-40,000.00
Cleared Balance					-40,000.00	50.00
Register Balance as of 11/15/2018					-40,000.00	50.00
Ending Balance					-40,000.00	50.00

Backup material for agenda item:

10. Approval of Financials - December 2018

The Putnam Development Authority 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 PDA members, 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 authority can vote to go into an executive session on a legally exempt matter during a public meeting even if not advertised or listed on the agenda. Individuals with disabilities who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting or the facilities are required to contact the ADA Compliance Officer, at least three business days in advance of the meeting at 706-485-2776 to allow the County to make reasonable accommodations for those persons.



Putnam County, GA

Income Statement 24

Account Summary

For Fiscal: 2019 Period Ending: 12/31/2018

	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 101 - GENERAL FUND					
Expense					
101-75201-511100	67221	67221	5171.26	15513.78	51707.22
101-75201-512101	7686	7686	637.83	1913.49	5772.51
101-75201-512201	5143	5143	389.96	1169.88	3973.12
101-75201-512401	9005	9005	750	2250	6755
101-75201-512701	210	210	0	0	210
101-75201-512901	300	300	0	0	300
101-75201-521203	15600	15600	2500	3800.14	11799.86
101-75201-521206	6500	6500	0	0	6500
101-75201-521220	40000	40000	0	0	40000
101-75201-521301	3200	3200	67.75	1900	1300
101-75201-522201	5000	5000	0	0	5000
101-75201-522205	600	600	0	61.91	538.09
101-75201-522321	3000	3000	0	0	3000
101-75201-523101	6550	6550	0	0	6550
101-75201-523201	1320	1320	87.06	261.18	1058.82
101-75201-523215	300	300	0	0	300
101-75201-523301	4625	4625	0	181.26	4443.74
101-75201-523401	1500	1500	0	0	1500
101-75201-523501	7900	7900	0	867.21	7032.79
101-75201-523601	2750	2750	0	420	2330
101-75201-523701	1400	1400	0	0	1400
101-75201-523920	55000	55000	0	0	55000
101-75201-531101	1000	1000	0	163.49	836.51
101-75201-531110	3000	3000	0	0	3000
101-75201-531231	700	700	44.34	133.02	566.98
101-75201-531301	3500	3500	0	140.31	3359.69
101-75201-531401	250	250	0	42.97	207.03
101-75201-531601	2500	2500	0	0	2500
Expense Total:	255760	255760	9648.2	28818.64	226,941.36
Fund: 101 - GENERAL FUND Total:	255760	255760	9648.2	28818.64	226,941.36
Total Surplus (Deficit):	-255760	-255760	-9648.2	-28818.64	-226,941.36

Putnam Development Authority

Balance Sheet

As of December 31, 2018

	<u>Dec 31, 18</u>
ASSETS	
Current Assets	
Checking/Savings	
10001 · Checking-FMB	330,977.72
10050 · One Georgia Funds	50.00
10300 · Certificate of Deposit 42072	109,216.02
10600 · Certificate of Deposit-24251	82,174.43
Total Checking/Savings	<u>522,418.17</u>
Other Current Assets	
11700 · CIP	25,357.50
12007 · Prepaid Insurance	3,896.00
Total Other Current Assets	<u>29,253.50</u>
Total Current Assets	<u>551,671.67</u>
Fixed Assets	
11100 · 10 ac. N. Park	200,000.00
11200 · 5 ac. N. Park	100,000.00
11250 · Building-Tech College	1,000,000.00
11300 · Tech. College Property	455,962.60
11350 · Building	660,561.00
11355 · Rock Eagle Rech. Accum Deprecia	-62,386.40
11400 · Mach & Equip (Haband)	350,000.00
11500 · 142 Ac. Indust Blvd	300,000.00
11600 · 130 Ac. RE Tech. Park	1,029,600.00
Total Fixed Assets	<u>4,033,737.20</u>
Other Assets	
12001 · Note Receivable-Lease Purch Aar	-53,536.07
12005 · Note Rec-Aaron	330,083.48
Total Other Assets	<u>276,547.41</u>
TOTAL ASSETS	<u>4,861,956.28</u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
11360 · Accum Depr-Building	352,083.00
11420 · Accum Depr-Mach & Equip	350,000.00
18050 · Accrued Payroll	667.00
Total Other Current Liabilities	<u>702,750.00</u>
Total Current Liabilities	<u>702,750.00</u>
Total Liabilities	<u>702,750.00</u>
Equity	
30000 · Opening Balance Equity	3,367,924.20
32000 · Unrestricted Net Assets	720,091.70
Net Income	71,190.38
Total Equity	<u>4,159,206.28</u>
TOTAL LIABILITIES & EQUITY	<u>4,861,956.28</u>

Putnam Development Authority
Reconciliation Detail
 10001 · Checking-FMB, Period Ending 12/17/2018

Type	Date	Num	Name	Clr	Amount	Balance
Beginning Balance						264,826.03
Cleared Transactions						
Deposits and Credits - 3 items						
Deposit	12/11/2018			X	64,900.00	64,900.00
Deposit	12/14/2018			X	924.69	65,824.69
Deposit	12/17/2018			X	327.00	66,151.69
Total Deposits and Credits					66,151.69	66,151.69
Total Cleared Transactions					66,151.69	66,151.69
Cleared Balance					66,151.69	330,977.72
Register Balance as of 12/17/2018					66,151.69	330,977.72
Ending Balance					66,151.69	330,977.72

Putnam Development Authority
Deposit Detail
 December 2018

Type	Num	Date	Name	Account	Amount
Deposit		12/11/2018		10001 · Checking-FMB	64,900.00
				47000 · Sale of Property	-64,900.00
TOTAL					-64,900.00
Deposit		12/14/2018		10001 · Checking-FMB	924.69
				45000 · Interest	-924.69
TOTAL					-924.69
Deposit		12/17/2018		10001 · Checking-FMB	327.00
				65137 · Authority Members Traini...	-327.00
TOTAL					-327.00

Putnam Development Authority
Profit & Loss YTD Comparison
December 2018

	<u>Dec 18</u>	<u>Oct - Dec 18</u>
Income		
45000 · Interest	924.69	5,963.38
47000 · Sale of Property	64,900.00	64,900.00
Total Income	65,824.69	70,863.38
Expense		
65100 · Other Types of Expenses		
65137 · Authority Members Training	-327.00	-327.00
Total 65100 · Other Types of Expenses	-327.00	-327.00
Total Expense	-327.00	-327.00
Net Income	66,151.69	71,190.38

Putnam Development Authority Reconciliation Detail

10050 · One Georgia Funds, Period Ending 12/16/2018

Type	Date	Num	Name	Clr	Amount	Balance
Beginning Balance						50.00
Cleared Balance						50.00
Register Balance as of 12/16/2018						50.00
Ending Balance						50.00

Backup material for agenda item:

11. Economic Development Director Report - January 2019

The Putnam Development Authority 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 PDA members, 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 authority 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.

Economic Development Director December Report

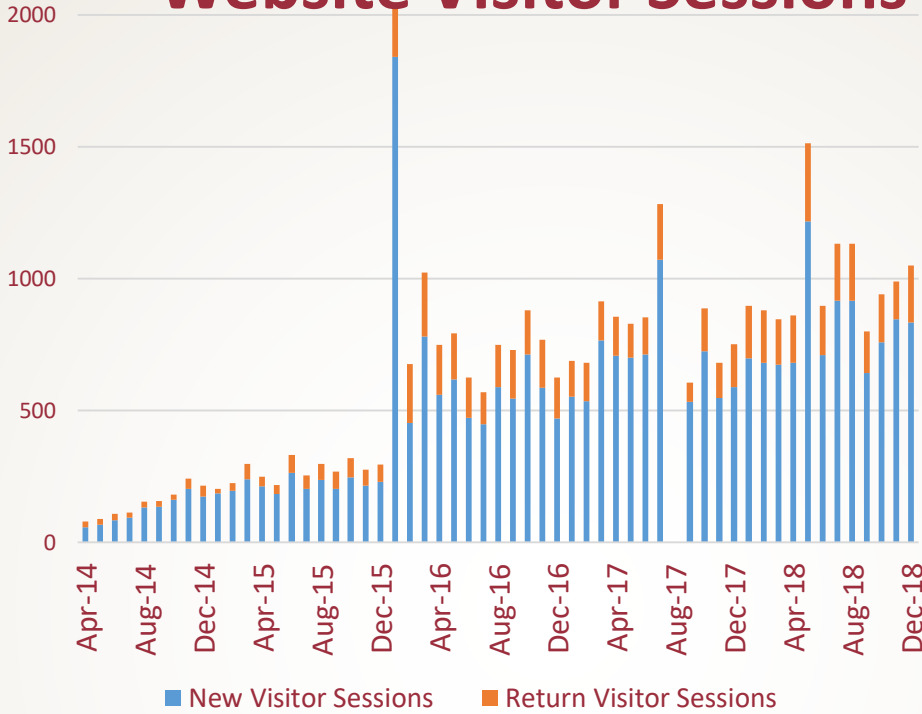
January 14, 2019



Putnam Development Authority

ideas. development.. growth...

Website Visitor Sessions



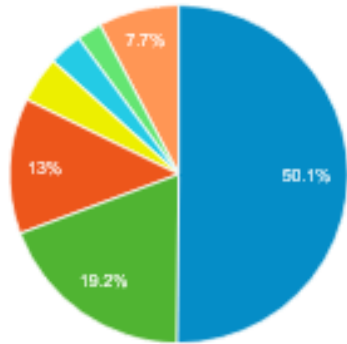
Pages Viewed per Session



Dec Summary	
Sessions	1049
Users	882
New Visitor Sessions	834
Return Visitor Sessions	215
% New Sessions	88.2%
Page views	2529
US Pages per session	2.45
US Avg Session Duration	1:30
US Bounce Rate	39.36%

Website Analytics

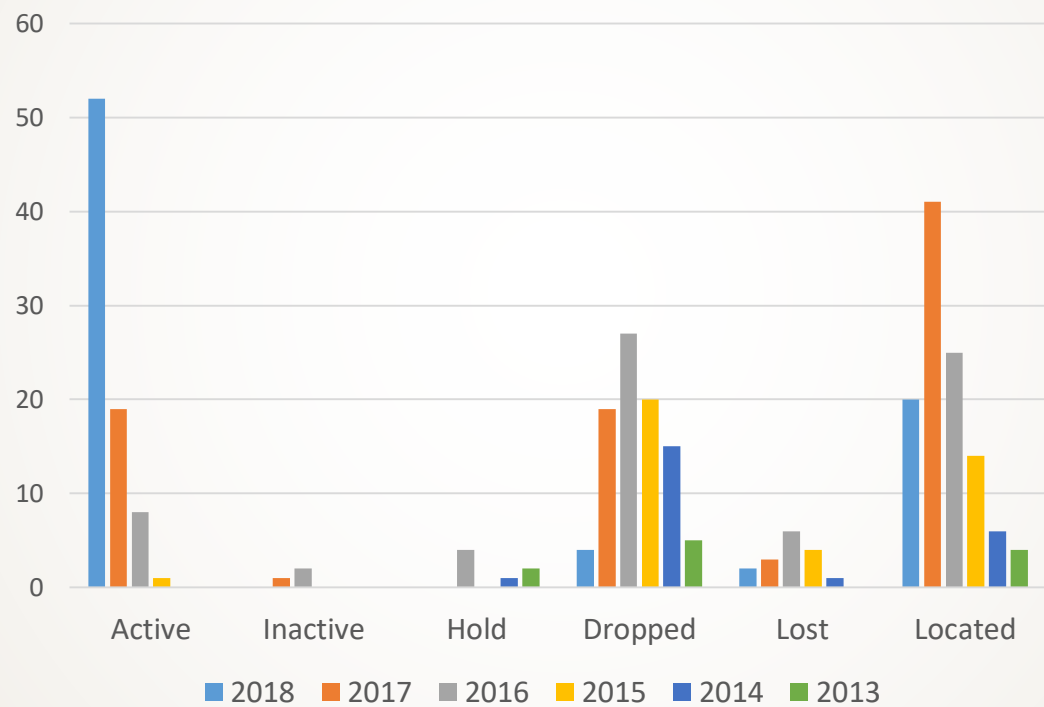
Sessions by Source



Source	Sessions
google	526
(direct)	201
m.facebook.com	136
l.facebook.com	46
99-reasons-for-seo.com	34
facebook.com	25
yahoo	21
bing	14
eatonton.com	11

Page	Pageviews
/ home	233
/index.php/2018/11/27/tytan-announces-r elease-of-eatonton-filmed-movie/	163
/index.php/employment-opportunities/	159
/index.php/2016/01/14/legacy-housing-ltd -now-hiring-employees-in-eatonton-ga/	112
/index.php/2018/06/14/83-days-pilot-filme d-in-eatonton/	101
/index.php/3078-2/	90
/index.php/2018/12/14/commercial-shot-i n-eatonton/	76
/index.php/2018/11/07/interfor-hiring-exp o-dec-6th-900am-200pm-at-the-putnam-ad ministration-building/	64
/index.php/2018/03/19/action-at-former-e nterprise-aluminum-plant/	35

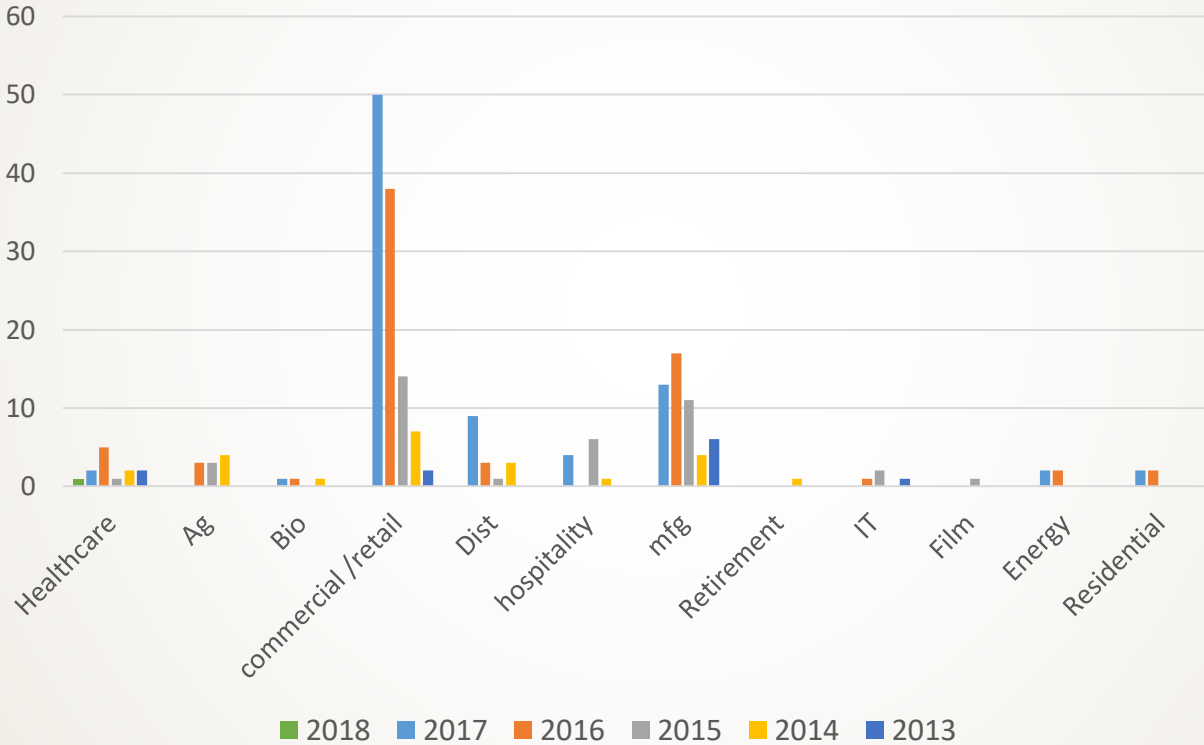
Project Status



Active	80
Inactive	3
Hold	7
Dropped	90
Lost	16
Located	110
Open Projects	90
TOTAL Projects	306

4 Projects Added

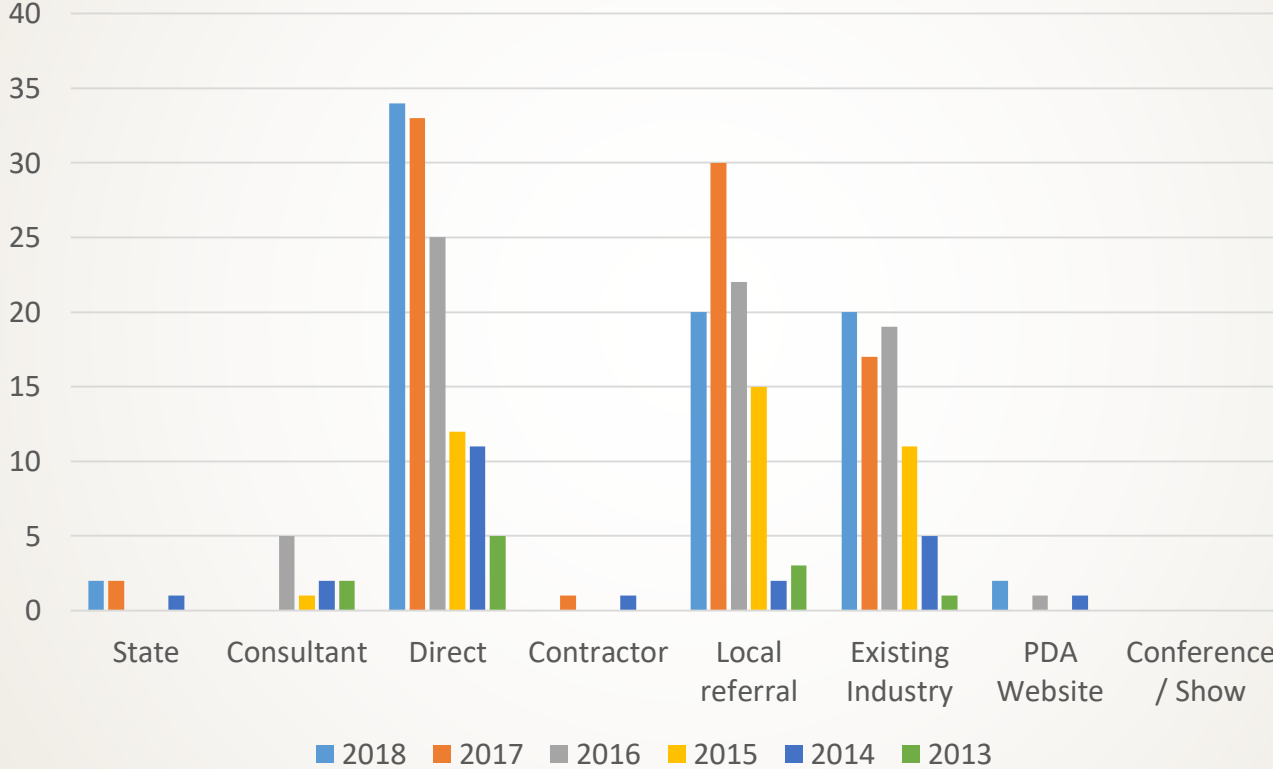
Projects by Industry



Healthcare	13
Ag	11
Bio	3
Commercial /Retail	160
Dist	20
Hospitality	12
Mfg	67
Retirement	1
IT	4
Film	3
Energy	5
Residential	7
Total	306

New (2 commercial/retail, 1 manufacturing, 1 energy)

Project Source



State	5
Consultant	10
Direct	120
Contractor	2
Local referral	92
Existing Industry	73
PDA Website	4
Conference /Trade Show	0
Total	306

New (3 direct, 1 existing industry)

Company Located

The Listening Ear Counseling Center

Grand Opening/Ribbon Cutting

116 S. Jefferson Ave



Company Located

Putnam Dialysis

301 S Jefferson Ave, Suite 101

4 FTE

26 patients



Company Expanded
Stair South
Added new building
160 Sammons Parkway
29 FTE total



Business & Industry: 27 Company Contacts, 274 YTD

Name		Company	Topic
Charlie	Vill	Oconee Construction Services	LOABA meeting
Justin	Singleton	Oconee Construction Services	LOABA meeting
Randy	Daniel	Daniel Construction	LOABA meeting
Doug	Davidson	Metro Water Filter	LOABA meeting
Jeff	Cope	Gutter Solutions of Oconee, LLC	site visit
Don	Mills	Starlight Ventures, Inc.	LOABA meeting
Christy	Cope	Silver Lining Promotions	LOABA meeting
Rachel	Beeker	Silver Lining Promotions	LOABA meeting
Jack		Alps Spas	discussed project
Greg	Chamberlain	Stair South	site visit
Justin	Robuck	Justin's Tire	discussed new site
Tina	Ivey	Interfor	hiring expo
Mike	House	Interfor	hiring expo
Aarondia	Lowe	Interfor	hiring expo
Sarah	O'Bryan	Interfor	hiring expo
Jim	Stone	Tytan	filming a car commercial
Drew	Waters	Argentum entertainment	filming a car commercial
Ashley	Holton	UFP	discuss workforce needs
Nicole	Hanson	UFP	discuss workforce needs
Janice	Allred	Jerry's Bait & Tackle	discuss selling property
Jerome	Arnold	Lake Oconee Antique Mall	discussed expansion
Robin	Rainey	Rossee Oil	drop off contract
Alan	Horton	Putnam General Hospital	site visit
Stewart	Rodeheaver	ViziTech USA	site visit
Ryan	Peters	SolAmerica Energy	discussed solar project
Van	Manley	Manley Metalworks	discussed expansion plans
Katherine	Kent	Putnam Dialysis	site visit



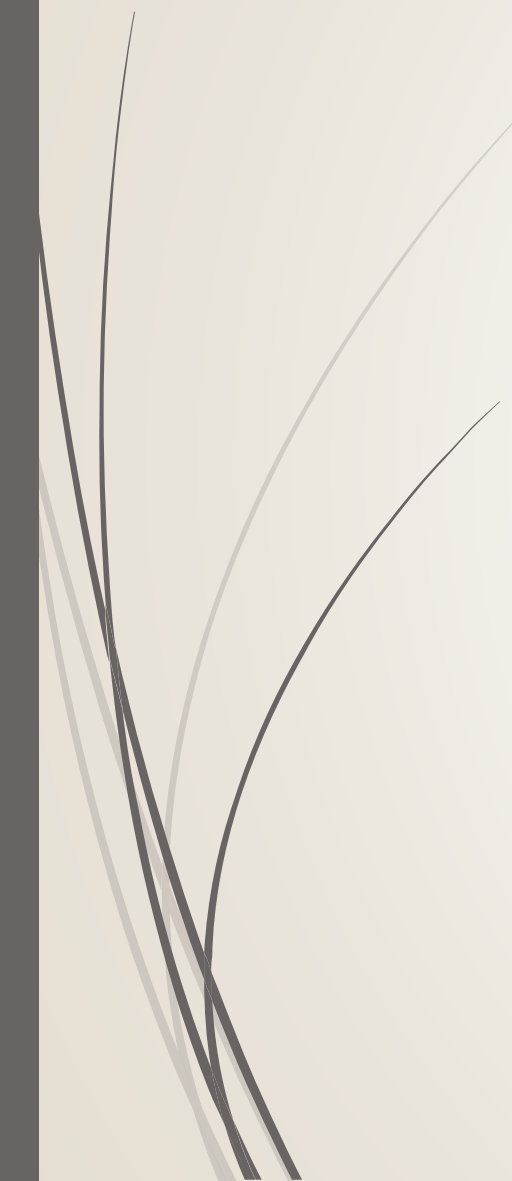
Social Media



- ▶ 344 Likes on Facebook
- ▶ 45 Followers on Linked-In
- ▶ 153 Followers on Instagram
- ▶ 21 Followers on Twitter



Events Attended



Dec 11	SIP Grading Project Bid Opening Meeting
Dec 13	MGEA Meeting
Dec 19	EPTAH Meeting
Jan 8	LOABA Meeting
Jan 9	East Georgia Broadband Initiative Meeting
Jan 10	MGEA Meeting
Jan 11	BOC Meeting



Upcoming Events



Jan 16	EPTAH Meeting
Jan 17	Global Trade & Investment Symposium
Jan 31	Georgia Chamber Economic Outlook Luncheon
Feb 1	BOC Meeting
Feb 3	LOADA Meeting
Feb 3	LOABA Meeting
Feb 6	Putnam County College and Career Night 5-7pm
Feb 13	Leadership Putnam - Economic Development Day

GLOBAL TRADE & INVESTMENT SYMPOSIUM

Join Christopher N. Smith, LLC, Attorney at Law, and Global Atlanta for a Global Trade and Investment Symposium.

This free evening event at the Georgia Sports Hall of Fame in Macon, Ga., will provide attendees an opportunity for new-year networking and an in-depth discussion with the experts about Georgia's place in international commerce and how global trade turbulence is trickling down to the local economy.

Panelists include:

- **The Honorable Nadia Theodore**, Consul General of Canada in the Southeast U.S.
- **Abby Turano**, Deputy Commissioner, International Relations, *Georgia Department of Economic Development*
- **Andres Villegas**, President and CEO, *Georgia Forestry Association*



Nadia Theodore



Abby Turano



Andres Villegas

Moderated by **Trevor Williams**, Managing Editor of Global Atlanta

*Special Guest: **Stan Mullins**, Sculptor, Chief Tomochichi

Putnam County College and Career Night

February 6th 5-7pm



COLLEGE
and
CAREER night



February 6th
5-7pm

February 6, 2019 | 5:00-7:00_{pm}
Putnam County Middle School
140 Sparta Highway, Eatonton, GA 31024

Backup material for agenda item:

12. Elect 2019 Officers

The Putnam Development Authority 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 PDA members, 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 authority 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.

**BY-LAWS OF THE
PUTNAM DEVELOPMENT AUTHORITY**

Adopted October 9, 1989

Revised May 11, 2009

Revised March 8, 2010

Revised August 12, 2013

PUTNAM DEVELOPMENT AUTHORITY
BY-LAWS

Article I.

GENERAL

- Sec. 1. Name and Purpose..... 3
Sec. 2. Corporate Seal..... 3

Article II.

ORGANIZATION

- Sec. 1. Appointment of Members..... 3
Sec. 2. Oath of Office..... 3
Sec. 3. Eligibility..... 4
Sec. 4. Officers..... 4
Sec. 5. Duties of Officers 4
Sec. 6. Vacancies..... 4
Sec. 7. Staff..... 4

Article III.

MEETINGS

- Sec. 1. Parliamentary Authority..... 5
Sec. 2. Quorum..... 5
Sec. 3. Special Called Meetings..... 5
Sec. 4. Regular Meetings..... 5

Article IV.

FISCAL AND PROGRAM MANAGEMENT

- Sec. 1. Fiscal Year..... 6
Sec. 2. Intergovernmental Relations and
Fiscal Cooperation..... 6
Sec. 3. Program of Work/Annual Budget... 6
Sec. 4. Audit..... 6

Article V.

AGENCY OPERATIONAL PROCEDURES

- Sec.1. Publicity and Press Releases..... 6
Sec. 2. Procurement and Showing of
Industrial Sites..... 7
Sec. 3. Real Estate Commission Fees..... 7
Sec. 4. Prospect/Project Confidentiality..... 7

Article VI.

MISCELLANEOUS PROVISIONS

- Sec. 1. Member Code of Ethics..... 8
Sec. 2. Staff Code of Ethics..... 9
Sec. 3. Bylaws Amendments..... 10

BY-LAWS OF THE
PUTNAM DEVELOPMENT AUTHORITY

ARTICLE I. GENERAL

Section 1. Name and Purpose

This organization is created under the laws of the State of Georgia and shall be known as the Putnam Development Authority.

The purpose of the Development Authority is to develop, promote and expand for the public good and general welfare, industry and trade within Putnam County, Georgia.

Section 2. Corporate Seal

The authority shall have the power to adopt and amend a corporate seal. The corporate seal shall be used to authenticate official actions of the Development Authority's governing body.

ARTICLE II. ORGANIZATION.

Section 1. Appointment of Members

The Development Authority shall consist of five (5) members. Development Authority members shall be appointed by the Putnam County Board of Commissioners. Members shall serve for a five (5) year term and or until their successors are appointed and qualified.

Section 2. Oath of Office

Prior to taking office the members of the Development Authority shall subscribe to the following oath:

“I do solemnly swear that I will fully and fairly perform the duties as a member of the Putnam Development Authority, so help me God.”

Section 3. Eligibility

All members of the Authority shall be citizens of the United States, shall be at least twenty-one (21) years of age, shall have been a resident of Georgia for two (2) years, and shall have been a resident of Putnam County for one (1) year.

Section 4. Officers

At the first meeting of the Authority in January each year, the members of the Authority shall select a chairman, a vice-chairman, a secretary/treasurer. All officers will serve a one (1) year term. No member shall serve more than three (3), one (1) year terms consecutively as the same officer. However once they have served the term, stepped down for a minimum of one (1) year, they are eligible to serve again if elected by the other members.

Section 5. Duties of Officers

Chairman: The Chairman shall preside at all meetings of the authority and shall discharge the duties ordinarily pertaining to that office. The Chairman shall sign all contracts on behalf of the authority and shall execute with the Secretary attesting contracts, deeds, and other instruments when authorized by a majority of the members. The Chairman shall vote only in the case of a tie.

Vice Chairman: The Vice Chairman shall act in the absence or disability of the Chairman and shall be fully empowered to perform all the duties of the chairman when so acting.

Secretary/Treasurer: The Secretary/Treasurer shall be one in the same office holder. The Secretary/Treasurer shall be the custodian of the documents of the authority as well as being the custodian for their funds.

Section 6. Vacancies

If a vacancy shall occur on the Authority for any reason, Putnam County Board Commissioners shall appoint a member to fill such vacancy. The member so appointed shall serve for the unexpired term.

Section 7. Staff

The policy-making body of the Development Authority shall be authorized to appoint and hire agents and employees and to provide for their duties and compensation. However, when staff positions are jointly funded by the Development Authority and the Board of Commissioners, then questions of initial employment and final discharge may be jointly entertained by both agencies. All full-time employees shall have an appropriate job description prepared for the respective position to be approved by the Development Authority.

The personnel policies of the Putnam County Board of Commissioners pertaining to equal employment opportunity, affirmative action and other related areas not in conflict with these by-laws or other related law shall be used by the Development Authority.

ARTICLE III. MEETINGS

Section 1. Parliamentary Authority

The rules contained in the current 1981 edition of Robert's Rules of Order shall govern the conduct of the Development Authority meetings in all cases to which they are applicable and in which they are not inconsistent with these by-laws and any special rules of order adopted by the Development Authority.

Section 2. Quorum

Three (3) members of the Development Authority shall constitute a quorum for conducting business; however, no action shall be taken by the Authority unless approved by a majority of these members present.

Section 3. Special Called Meetings

Special called meetings shall be made at the request of the Chairman or by three (3) members of the Authority. Notice of said meetings shall be made in accordance with all laws.

Section 4. Regular Meetings

Regular meetings of the Authority will be held monthly unless there is no business to conduct. In that case the meeting may be cancelled.

ARTICLE IV. FISCAL AND PROGRAM MANAGEMENT

Section 1. Fiscal Year

The Development Authority's fiscal year shall be from October 1st of each year to September 30th, of that year.

Section 2. Intergovernmental Relations and Fiscal Cooperation

The Development Authority fully recognizes the importance of continued intergovernmental cooperation and financial support from the Putnam County Board of Commissioners and will continually strive to maintain the same whenever possible. The Putnam County Development Authority will strive to promote intergovernmental relations between all related county agencies, departments and authorities.

Section 3. Program of Work/Annual Budget

The Executive Director or contracted agency shall prepare and present a Program of Work and Annual Budget to the governing body of the Development Authority no later than the first regularly scheduled meeting in June each year.

Section 4. Audit

All appropriate books and records of the Development Authority may be audited by their discretion at least **EVERY THREE (3) YEARS**, at the expense of the **COMMISSIONERS**, by a competent, independent auditor. The audit and a summary of the audit shall be filed with the clerk of the Putnam County Board of Commissioners and shall be available for Public inspection during regular office hours.

ARTICLE V. AGENCY OPERATIONAL PROCEDURES

Section 1. Publicity and Press Releases

Directors and staff of the Development Authority will always strive to portray the activities of their agency and the economic potential of Putnam County in a positive manner to members of the general public.

Official press releases will be developed by staff for review and approval by a majority of the governing body. Individual quotations within such press releases will at all time have the approval of those being quoted.

Section 2. Procurement and Showing of Industrial Sites

All Development Authority personnel will continually strive to increase the amount of industrial property.

It should be realized that the confidence and trust of the prospect is of paramount importance in the initial meeting. Therefore, staff should provide the prospect the appropriate level of professional services in order to facilitate the location decision.

Section 3. Real Estate Commission Fees

The Putnam County Development Authority will cooperate with any Real Estate Agent or Broker in regard to any real estate commission fee in an amount no more than 10% when the real estate company is the sole originator of the prospective lead. The Development Authority will notify the property owner that the industrial prospect was originated by a real estate agent/broker. The owner, not the Development Authority, will then be responsible for the commission.

Section 4. Prospect/Project Confidentially

To the extent permitted under Georgia Law, all information furnished by other agencies, developers or prospects in confidence will be held in confidence until such information is public knowledge unless approval for disclosure has been obtained from the source.

ARTICLE VI MISCELLANEOUS PROVISIONS

Section 1. Member Code of Ethics

Notwithstanding any provisions of law to the contrary, each member of the Development Authority shall:

- 1) Uphold the Constitution, laws and regulations of the United States, the State of Georgia, and all the governments therein and never be a party to their evasion;
- 2) Never discriminate by the dispensing of special favors or privileges to anyone, whether or not for remuneration;
- 3) Not engage in any business with the government, either directly or indirectly, which is inconsistent with the conscientious performance of his governmental duties;
- 4) Never use any information coming to him confidentially in the performance of governmental duties as a means for making private profit;
- 5) Expose corruption wherever discovered;
- 6) Never solicit, accept or agree to accept gifts, loans, gratuities, discounts, favor, hospitality or services from any person, association or corporation under circumstances from which it could reasonably be inferred that a major purpose of the donor is to influence the performance of the member's official duties;
- 7) Never accept any economic opportunity under circumstances where he knows or should know that there is a substantial possibility that the opportunity is being afforded him with intent to influence his conduct in the performance of his duties;
- 8) Never engage in other conduct which is unbecoming to a member or which constitutes a breach of public trust; and,
- 9) Never take any official action with regard to any matter under circumstances in which he knows or should know that he has a direct or indirect monetary interest in the subject matter of such matter or in the outcome of such official action.
- 10) Complete disclosure shall be required when the Development Authority's counsel represents more than one client in any transaction to which the Development Authority is a party.

Note: Sections 1. (1) thru Sections 1. (9) are taken verbatim from the Official Code of Georgia Annotated, 45-10-3.

Section 2. Staff Code of Ethics

In the practice of the industrial development profession staff has numerous significant responsibilities which by their nature and complexity indicate a need for the recognition and acceptance of certain standards of ethical conduct. Therefore, staff shall:

- 1) Observe the highest standards of integrity, confidence and objectivity in serving the needs of industrial prospects and other agencies.
- 2) Fairly and impartially represent the interests of the communities and areas served and advance their best civic and economic interests.
- 3) Advance the profession through their cooperation with fellow members in the free interchange of information, ideas, techniques and experiences where such practice does not conflict with normal ethical practice.
- 4) Provide opportunity and encouragement for the professional development and advancement of persons under their employ or supervision.
- 5) Actively seek the opportunity to exercise and develop professional leadership through self-improvement, innovation and service to their fellow members, their employers and the communities of the state.
- 6) Not maliciously harm or degrade the professional reputation or standing of fellow developers or agencies.
- 7) Hold all information furnished by other agencies, developers or prospects in confidence until such information is public knowledge unless approval for disclosure has been obtained from the source.
- 8) Inform all parties concerned if they have financial interests in actions to which they are a part.
- 9) Present themselves in a professional manner and fulfill those responsibilities designated within this code.

Note: Sections 2. (1) thru 2. (9) are taken verbatim from the Georgia Industrial Developers Association's Code of Ethics.

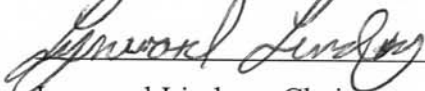
Section 3. By-Law Amendments

Amendments to the By-Laws may be made by a majority of the full Board at any regular or special meeting. Proposed amendments shall be submitted to the Board members in writing at least ten (10) days prior to the meeting date at which they are to be acted upon. Amendments to the By-Laws will be effective only upon their second reading in which thirty (30) days shall have passed after the initial first reading of said amendment.

* * * * *

Be it resolved that the By-Laws of the Putnam Development Authority were approved on first reading at the July 8, 2013 regular meeting and adopted on second reading at the August 12, 2013 regular meeting.


PUTNAM DEVELOPMENT AUTHORITY:



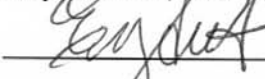
Lynward Lindsey, Chairman




Bill Sharp, Vice Chairman



Kay Stevens, Secretary/Treasurer



Eugene Smith, Member



Tex McIver, Member

Backup material for agenda item:

13. Discuss Covenants for South Industrial Park Property

The Putnam Development Authority 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 PDA members, 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 authority 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.

**DECLARATION OF PROTECTIVE COVENANTS
INDUSTRIAL PARK**

THIS DECLARATION, made this ____ day of _____, 20____, by the Putnam Development Authority, an instrumentality of Putnam County and public body and politic of the State of Georgia having its principle office in Eatonton, Georgia, hereinafter referred to as the “**Authority**.”

W I T N E S S E T H:

WHEREAS, the Authority is the owner of certain real property in the County of Putnam, State of Georgia, some particularly described hereinafter; and

WHEREAS, in order to establish a general plan for the improvement and development of said property, the Authority desires to subject said property to certain conditions, covenants and restrictions, upon which all said property shall be held, improved and conveyed:

NOW THEREFORE, the Authority hereby makes the following Declaration: The Authority, owner of the hereinafter described real property, hereby declares that said property is now held, and shall hereafter be held, transferred, sold, conveyed, leased and occupied, subject to the restrictions herein set forth, each and all of which is and are for, and shall inure to, the benefit of and pass with each and every parcel of said property and shall apply to and bind the heirs, assignees and successors in interest of any owner thereof.

The purpose of these protective covenants is to insure the proper development and use of said property, to protect the owner of each parcel against such improper development and use of surrounding parcels as will depreciate the value of his parcel, to prevent the erection on said property of structures built of improper design materials, to encourage the erection of attractive improvements at appropriate locations, to prevent haphazard and inharmonious improvements, to secure and maintain proper setbacks from streets and adequate free spaces between structures, and in general to provide adequately for high quality improvement of said property in accordance with a general plan.

The real property subject to this Declaration is described as follows, to wit:

[INSERT LEGAL DESCRIPTION OR PLAT REFERENCE]

PROTECTIVE COVENANTS

1. Use. This property shall be used only for industrial, manufacturing, governmental, warehousing, commercial or distribution purposes (excluding stand-alone retail), and it shall not be used for residential purposes.

2. Permitted operations and uses. Unless otherwise specifically prohibited herein, any industrial operation and use will be permitted if it is performed or carried out entirely with a building that is so designed and constructed that the enclosed operations and uses do not cause or produce any of the following effects, discernible at any property line of affecting any adjacent property (except during periods when breakdown of equipment occurs in such a manner as to make it evident that the effect was not reasonably preventable):

- a. Noise or sound that either:
 - i. exceeds seventy (70) decibels for a period or periods aggregating more than three (3) minutes in any one at a distance of not less than 100 feet from away from the subject tract's nearest property line for (1) hour,
 - ii. is objectionable due to intermittence, beat frequency of shrillness.
- b. Smoke of a shade as dark or darker than that designed as No. 2 on the Ringlemann Chart, as published by the United States Bureau of Mines, for a period or periods aggregating more than three (3) minutes in any one (1) hour.
- c. Obnoxious odors.
- d. Dust, dirt or fly ash.
- e. Noxious, toxic or corrosive fumes or gases.

- f. Unusual fire or explosion hazard.
- g. Excessive glare.

The Authority reserves the right to permit industrial operation and use in other than enclosed spaces provided the Authority deems such use or operations not to be feasible within enclosed areas and provided further that such unenclosed sue or operation shall nevertheless comply with all requirements of this Paragraph 2 and provided further that such enclosed operation or use shall be adequately and properly screened to the satisfaction of the Authority. Before any such unenclosed use of operation shall be permitted formal action by the Authority shall be effected in accordance with Paragraph __ of this instrument.

3. Prohibited Operations and Uses. The following operations and uses shall not be permitted on any property subject to these restrictions:

- a. Residential
- b. Trailer courts.
- c. Drilling for and/or removal of oil, gas or other hydrocarbon substances.
- d. Junk yards.
- e. Commercial excavation of building or construction materials.
- f. Distilling bones.
- g. Dumping, disposal, incineration, or reduction of garbage, sewage, offal, dead animals or refuse.
- h. Fat rendering.
- i. Stockyard or slaughter of animals.
- j. Refining of petroleum or of its products.
- k. Smelting of iron, tin, zinc, or other ores.
- l. Raising of animals of any kind.
- m. Tanning
- n. Acid manufacture.
- o. Fertilizer Manufacture.
- p. Coal or wood yard.
- q. Manufacture or storage of explosives or fireworks.

4. Construction Materials and Approval of Plans. All buildings must be fire resistant and constructed of masonry, concrete or steel materials, or of other materials expressly approved in advance by the Authority. No building or structure shall be erected or altered until and unless the plans and

specifications for the same showing nature shape, size, color, architectural design, materials and location on the lot have been first submitted to and approved in writing by the Authority. The Authority shall respond within a reasonable period of time upon the submission of such plans and specifications and the Authority shall not arbitrarily or unreasonably withhold its approval of such plans and specifications.

[STRUCTURAL STANDARDS - SUBJECT TO AUTHORITY PREFERENCE]

In any event, no building shall be constructed with a wooden frame (type VI construction), the exterior finish of walls facing access streets and other primary entrance walls shall be stone, brick, decorative concrete block, precast concrete, stucco, decorative wood siding veneer or other approved surface finish at least to a height of the first twelve (12) feet; except when such wall occurs on the expandable end of a building when it may be factory finished metal wall panels. The exterior finish of the side and rear walls shall be metal wall panels, brick, concrete block, precast concrete, prestressed concrete, stucco, or decorative wood. When the side or rear walls are constructed of concrete blocks, unless the exterior finish is stucco, gunite, or their equal, the joints shall be tooled pointed and such exterior walls shall be rubbed down and covered sufficiently with standard water-proofing paint. Exposed roof surfaces may be built-up or membrane type roofing, or of galvanized-aluminum sheet metal. All other types of construction at variance with the requirements of these covenants must have written approval of the Putnam Development Authority pursuant to Paragraph __ relating to waivers herein below.

5. Space Occupancy. A minimum setback lines: no structure of any kind and no part thereof shall be placed on any site closer to a property line than herein provided. The following structures and improvements are specifically excluded from these setback provisions:

- a. Roof overhang if approved by the Putnam Development Authority.
- b. Steps and walks.
- c. Landscaping
- d. Railroad spur tracks, switches and bumpers, provided that such construction has the prior approval of the Authority.
- e. Driveways and parking areas.

No structures or buildings shall be located closer than seventy (70) feet to the rights-of-way of any dedicated public street, both paved and unpaved; nor shall any structure or buildings be located closer than fifty (50) feet to any side building site line, it being the intent that an open area of at least one hundred (100) feet shall exist between all adjacent but separately owned structures or buildings both at

sides and rear; nor shall any structures or buildings be located closer than ten (20) feet to any railroad rights-of way, either at the rear or side of any building site, as shown on the plat of the Industrial Park.

The setback line is established as thirty (50) feet on sides and at rear of all buildings.

6. Loading Docks. Truck loading docks shall be constructed only on the sides or rear of any building or structure, and the traffic area around the loading docks and doors shall be paved. Only truck docks that permit loading and unloading within the confines of the building will be allowed on the front of the building with specific architectural approval from the Putnam Development Authority. Truck loading docks and doors shall be located so as to accommodate all trucks and trailers without requiring maneuvering or protrusion into any street during the time of loading or unloading.

7. Landscaping, Clean Grounds, Removal of Wastes. All land area not covered by pavement and/or buildings shall be grassed or landscaped. Front of building facing street, as described in Paragraph ____, shall be landscaped in accordance with landscaping plans, which must be presented to and approved by the Authority. All such landscaped and grassed areas, as well as all unused or undeveloped land, all buildings and structures and all parking areas shall be maintained at all times by the property owner or lessee in a clean, presentable and safe condition. The property owner or lessee shall be responsible for the removal of undergrowth, weeds, debris, rubbish, trash, excess dirt, industrial wastes or garbage, or any other unsightly materials upon his property. No industry that produces industrial sewerage may operate in the Park except with the approval in writing of the Authority.

8. Signs. One (1) building mounted sign no larger than [] square feet and one (1) monument sign no larger than [] square feet will be allowed. No advertising signs other than those identifying the name, business and products of the property owner or lessee and operator shall be permitted, except that directional signs and a sign offering the premises for sale or lease, of approximately the same size as those then in general use in the Eatonton, Georgia area, shall be permitted (the use of flashing signs is expressly prohibited). All street address signs shall be of uniform design as approved and provided by the Authority. The size, content and location of all signs shall be approved by the Authority. The Authority reserves the right to place and allow signage of its choosing to be located between the right of way of the Industrial Park and the Highway that is not inconsistent with the development of the park and may provide additional signage in the area, at its discretion, for site owners.

9. Storage. No outside storage of any kind shall be permitted on the portion of a lot which faces any roadway and is the front of a primary structure thereon. Any storage shall be limited to the rear

two-thirds (2/3) of the property and within the building setback lines, or if necessary, on the side of the building but only with the written approval of the Authority.

10. Fences. All fencing for screening, security or other purposes shall be attractive in appearance and shall be of an all-metal, industrial type of galvanized or non-ferrous material. Painted metal or redwood members may be woven into the metal chain links to increase the screening properties of the fences installed for screening purposes. Fencing, regardless of type, must be properly maintained at all times.

11. Drainage. All drainage ditches, storm water detention areas, piping and easements required by the site drainage plans approved by the Authority pursuant to Paragraph 4 shall be kept free of debris and maintained in good repair by the property owner(s) abutting such ditches, detention areas, piping and easements. The Authority retains the right to inspect and require property owners at the property owners' expense to repair and/or maintain drainage/detention areas throughout the duration of these covenants.

12. Water and Sewerage. So long as water and sewerage are made available to the area in which this property is located, each property owner or lessee shall connect to said facilities, except when specific exemption is granted by the Authority in writing.

13. Parking. It shall be the primary responsibility of each property owner or lessee to provide adequate paved surface parking for both employees and customers, and in no event shall the ratio between employee and customer car space at the time of any construction be less than the minimum then required by Putnam County's planning and zoning ordinance. Employee, customer, owner or tenant parking will not be permitted on streets or rights-of-way.

14. Ingress and Egress. Each property owner shall provide adequate ingress and egress to the improved portions of the realty including paved roads and driveways for all primary ingress and egress.

15. Utility Lines. The Authority reserves the right to construct utility lines temporarily overhead and permanent utility lines, pipes and conduits underground through an area of not more than twenty (20) feet in width across the real estate covered by these covenants, and each property owner or lessee shall execute any and all instruments necessary and reasonable for the further development of the Park, including the granting of easements of not more than twenty (20) feet in width for railroad tracks and sidings, gas lines, sanitary sewers, storm sewers, telephone lines, entrance and access roads and electrical lines; provided that no such area or easement shall interfere with any building plans for or

buildings constructed on any such property. The Authority's right to construct and maintain utility service as described hereinabove shall be exercised reasonably and in such a manner as to prevent undue interference with the proper use of the property. All utility lines shall be established within twenty (20) feet of property lines except in those cases wherein the Authority determines that it would be impractical or unreasonable to restrict the utility lines to the areas within twenty (20) feet of property lines, in which case the location of such utility lines shall be subject to the approval of the burdened property owner and/or lessee, which approval shall not be unreasonably withheld. The Authority shall restore the land surface of any such easement to its original condition.

16. Time Limits for Construction and Completion. If, after the expiration of twelve (12) months from the date of sale or lease of any property, the purchaser or lessee shall not have begun in good faith the substantial construction of any acceptable building upon such property, the Authority shall have the option to refund the purchase price paid to the Authority to the then owner, after deducting the Authority's reasonable expenses, declare any leases thereto void, and enter into possession of said property. Furthermore, if, after twenty-four (24) months from the date construction is commenced, the building is not substantially completed, the Authority retains the option deducting the Authority's reasonable expenses, declare any leases thereto void, and enter into possession of said property. The Authority, for good cause, may extend these time limits.

17. Remedies for Violations. The Authority or any owner or lessee of the Property shall have the right to sue for and obtain an injunction prohibiting the violation of any covenant set forth herein in addition to a legal action for damages; and the failure of the Authority or the owner or lessee of any lot or lots or building sites hereby restricted to enforce any of the covenants herein set forth at the time of its violation shall in no event be deemed to be a waiver of the right to do so as to any subsequent violation. The violation of these covenants shall not defeat nor render invalid the lien of any mortgage made in good faith.

18. Period of Effectiveness. Pursuant to O.C.G.A. § 44-5-60, the above covenants shall remain effective twenty (20) years from this date, and shall automatically renew for an additional twenty (20) year period, unless action by the owners is taken pursuant to the following paragraph or otherwise by operation of law. At the end of each twenty (20) period, these covenants shall continually renew, and there shall be no limit on the number of times the covenants are be renewed.

19. Termination. To terminate these covenants, at least 67 percent of the persons or entities owning parcels covered under these covenants must execute a document containing the legal description

of the entire area affected by the covenant, a list of names of all record owners of parcels affected by the covenant, and a description of the covenant to be terminated, which may be incorporated by reference to another recorded document. By signing such document, each such person or entity shall verify that he or she is a record owner of property affected by these covenants. Such document shall be recorded in the office of the Superior Court Clerk of Putnam County, Georgia no sooner than within two (2) years prior to the expiration of the initial twenty (20) year period or any subsequent twenty (20) year period, nor any later than sixty (60) days prior to any expiration.

20. Waiver. Each of the foregoing covenants, conditions, restrictions and reservations is primarily for the benefit of the Authority and its successors. For so long as it owns any commercially developable parcels of the Property, the Authority hereby expressly reserves the right to alter, change or amend any portion of these covenants in its reasonable discretion in a manner consistent with the Authority's stewardship and consistent with the spirit of these covenants, except those covenants contained in paragraphs 2 and 3, above; however, any such alteration, change or amendment must be in writing and authorized by formal action of a majority of the members of the Authority following written notice to all landowners at least thirty (30) days prior to the consideration of such alteration, change or amendment.

21. Cessation of Authority Ownership; Owner's Association. If at any time, the Authority ceases operations or divests itself of all commercially developable parcels within the Property, other than common area properties, the then record owners of parcels affected by these covenants may be required by the Authority to form an Owners Association, which shall be incorporated under the laws of the State of Georgia. Each record owner of a parcel within the Property shall be a member of and have one vote as a shareholder in said Association. In the event the Authority ceases operations or sells all but the common area property and so elects, it may notify the owners and allow them a period of ninety (90) days to form the Owner's Association. The Authority may then elect to execute a document reflecting that the right to enforce these covenants is transferred to the Owner's Association upon notice of its formation.

22. Invalidity. The invalidity of any one or more of these covenants shall not affect the validity of the remaining covenants, all of which shall continue in force and effect.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK - SIGNATURES ARE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Putnam Development Authority, pursuant to the action of said Authority at a duly called meeting of the Authority on the ____ day of _____, 20__, or by such ratification at a subsequent meeting, has adopted all of the foregoing covenants, conditions, and restrictions has caused this instrument to be executed by its proper officials and its corporate seal to be hereto affixed as of the date aforementioned.

PUTNAM DEVELOPMENT AUTHORITY

By: _____
Chairman

Attest: _____
Secretary

Unofficial Witness

[SEAL]

Signed, sealed and delivered before me
on this ____ day of _____, 20__

Notary Public

[NOTARY SEAL]

Footnotes: --- (5) --- **Editor's note**— Amd. of May 17, 2010, renumbered Div. 12, §§ 75-391, 75-392 as Div. 11, §§ 75-331, 75-332.

Sec. 75-331. - Uses allowed.

Those uses allowed in the I-2 zoning district as a matter of right are as follows, as are the development standards applicable with this I-2 district. However, additional restrictions may apply as well. Article IV of this chapter also must be consulted to determine whether a given use is subject to any additional requirement or is otherwise further defined or clarified.

Accessory uses and structures: Accessory uses and structures customarily incidental to any permitted use.

Agriculture and forestry:

Sawmill, permanent.

Sawmill, portable.

Sawmill, temporary.

Animal care facilities:

Animal hospitals and veterinary clinics.

Boarding and breeding kennels.

Noncommercial kennels (shelter).

Automotive, boat and trailer; sales and service:

Automobile and truck sales.

Automobile repair and paint shops.

Automobile service station; no repairs.

Automobile service station; with repairs.

Automobile, truck and trailer sales, lease and rentals.

Automobile/truck wash service.

Automobile upholstery shop.

Boat sales and service.

Manufactured homes sales.

Retail automobile parts and tire store.

Tire retreading and recapping.

Trailer sales room and sales lot.

Truck stop.

Building, building materials and farm equipment:

Building contractors.

Construction equipment: sales and service.

Electrical supply stores.

Feed, seed, fertilizer and insecticide sales.

Heavy construction contractors (paving, grading, etc.).

Lumber and other building materials.

Lumberyard.

Plumbing and heating equipment dealers.

Special trade contractors (electrical, plumbing, etc.).

Tractor/farm equipment: sales and service.

Commercial recreation and entertainment:

Go-cart concessions.

Racetrack, auto.

Communication:

Billboard manufacturer.

Radio and television broadcasting stations.

Radio, television and other communication transmission towers.

Community facilities:

Crematorium.

Governmental uses.

Landfills (private).

Public utility facilities: distribution and transmission.

Recycling centers.

Sewage treatment plants.

Volunteer fire stations.

Water towers.

Water treatment plants.

Dwellings:

Security.

Manufacturing and industrial uses:

Acid storage/manufactur.

Alcohol/alcoholic beverage manufacturer (not wine).

Any manufacturing operation not housed within a building.

Asphalt plants.

Auto, truck or boat manufacturer.

Bookbinding.

Bottled gas storage/distribution.

Bottling/canning plant.

Brick/clay/tile/concrete products.

Cement/lime/gypsum/plaster manufacturer.

Chemical manufacturer/pharmaceutical manufacturer.

Cosmetic manufacturer.

Distillation of bones/slaughterhouse.

Dry cleaning plant.

Dye plant.

Electronics manufacturer/assembly.

Explosive material manufacturer and storage.

Fabrication shop: wood and fabric.

Fat rendering.

Fertilizer manufacturer.

Food manufacturing.

Food processing.

Furniture upholstery.

Glue manufacturer.

Ice cream manufacturer.

Ice plants.

Industrial park.

Laboratories.

Leather manufacturer.

Machine shop.

Metal fabrication.

Milk processing.

Mill (fabric).

Mining.

Monument works.

Oxidation ponds.

Paper and paper pulp.

Petroleum refining and storage.

Pharmaceutical manufacture.

Plastics manufacturer.

Printing plant, electrotyping, typesetting.

Publishing.

Quarries.

Railroad repair yard.

Rubber manufacturer.

Septic tank manufacturer.

Smelting.

Sugar refineries.

Timber processing.

Transportation equipment manufacturer.

Welding.

Planned developments: See subsection 75-452(n)(4).

Services:

Blueprinting.

Heavy repairs.

Vending machine distributing.

Storage:

Automobile wrecking yards.

Cold storage.

Junkyards.

Miniwarehouse/self-storage.

Storage yards not otherwise addressed.

Tank farm, flammable or nonflammable.

Transportation equipment and vehicle storage and maintenance.

Vehicle impoundment.

Warehousing.

Temporary uses:

Occupancy during construction.

Storage during construction.

Transportation:

Automobile parking garage.

Automobile parking lot, commercial.

Bus stations for freight only.

Helicopter landing area.

Railroad stations.

Railroad yards.

Taxistands.

Truck terminals.

(Ord. of 3-20-2006; Amd. of 5-17-2010)

Sec. 75-332. - Development standards.

- (a) *Minimum lot size.* The minimum lot size in the I-2 district is two acres.
- (b) *Minimum lot width.* The minimum lot width at the building setback line in the I-2 district is 125 feet.
- (c) *Minimum yard requirements.* The minimum yard requirements in the I-2 district are as follows:
 - (1) Front yard: 50 feet - major streets/45 from all other streets.
 - (2) Side yard: 30 feet - abuts commercial or industrial districts.
 - (3) Rear yard: 30 feet - abuts commercial or industrial districts.
- (d) *Maximum height of structures.* The maximum height of structures in the I-2 district is 35 feet.
- (e) *Basic parking requirement.* See section 75-458 for the basic parking requirement for the I-2 district.
- (f) *Maximum lot coverage by buildings.* The maximum lot coverage by buildings in the I-2 district is 35 percent.
- (g) *Buffer requirement.* The buffer requirement in the I-2 district is 100 feet if adjacent to a residential district or use; otherwise, 50 feet.

(Ord. of 3-20-2006; Amd. of 5-17-2010)

Secs. 75-333—75-340. - Reserved.

(Ord. of 3-20-2006)

APPENDIX I. - SPECIFICATION FOR SIGN TYPE, NUMBER, AREA, SETBACK, HEIGHT, AND COMPUTATION IN ZONES I-1 AND I-2

I-1 AND I-2 DISTRICT SPECIFICATIONS FOR SIGNS REQUIRING A PERMIT

TYPE OF SIGN	NUMBER PERMITTED	AREA (sq. ft.)		SETBACK (ft.) (2)	HEIGHT (ft.)	AREA COMPUTATION
		MAXIMUM	MINIMUM (1)			
Free Standing Sign (3)	1	32 (5)	N/A (5)	2	20	1.25 square feet per linear feet of road frontage
Wall Sign	N/A	100 (5)	N/A (5)	N/A	N/A	25% of wall area
Awning Canopy Marquee	N/A	50 (5)	N/A (5)	N/A	N/A	20% of face area of Awning, Canopy or Marquee
Portable Sign	1 per business limited to 60 days twice annually	32	N/A	2	6	N/A
Banners Streamers Pennants	Use limited to 60 days twice annually	N/A	N/A	2	30	N/A
Institutional Signs including churches	1 per institution	32 (5)	N/A (5)	2	12	N/A

I-1 AND I-2 DISTRICT SPECIFICATIONS FOR SIGNS NOT REQUIRING A PERMIT

TYPE OF SIGN	NUMBER PERMITTED	AREA (sq. ft.)		SETBACK (ft.) (2)	HEIGHT (ft.)	AREA COMPUTATION
		MAXIMUM	MINIMUM (1)			
Suspended Signs	1 per entrance	8	N/A	N/A	N/A	N/A
On-Premises Directional Signs	2 per driveway	6	N/A	2	3	N/A
Window Signs	N/A	N/A	N/A	N/A	N/A	20% of window square feet
Flag (3)	3 per lot	N/A	N/A	10	N/A	N/A
Memorial Signs or Tablets	1 per building	8	N/A	N/A	N/A	N/A
Identification Signs	1 per building	6	N/A	N/A	N/A	N/A

Backup material for agenda item:

14. Sign new OneGeorgia Signature Card

The Putnam Development Authority 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 PDA members, 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 authority 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.



Georgia Department of Community Affairs

 ONEGEORGIA AUTHORITY PROGRAM

AUTHORIZED SIGNATURE CARD FOR DRAWDOWN OF FUNDS UNDER ONEGEORGIA AUTHORITY PROGRAM	
Name of Recipient: Putnam Development Authority	Award Number: 18gg-117-3-4903
SIGNATURES OF INDIVIDUALS AUTHORIZED TO DRAW ON THE CITED AWARD	
<input type="radio"/> ONLY ONE SIGNATURE REQUIRED or <input checked="" type="radio"/> ANY TWO SIGNATURES REQUIRED	
Typed Name and Signature	Typed Name and Signature
Typed Name and Signature	Typed Name and Signature
I CERTIFY THAT THE SIGNATURES ABOVE ARE OF THE INDIVIDUALS AUTHORIZED TO DRAW PAYMENT UNDER THE GRANT CITED ABOVE:	
SIGNATURE OF AUTHORIZING OFFICIAL (Recipient)	DATE

INSTRUCTIONS:

1. In order to expedite drawdowns, we request that you list at least two individuals who are authorized to initiate a drawdown.
2. Signature of Authorizing Official must have legal authority to sign on behalf of recipient.
3. Please make sure name is typed next to each individual signature
4. Funds will be sent via ACH wire transfer. You should also complete the Vendor Management Bank Account for automatic deposits.

Note: On all Requests for Drawdowns, please include a formal cover letter from the certifying representative that includes:

1. Recipient Name
2. Award ID#
3. Drawdown Request #
4. Dollar Amount of Funds Requested
5. Statement of Certification:

I have reviewed and certify that the attached invoices or listing and the cost documentation are for eligible expenses related to this Drawdown Request.

Backup material for agenda item:

15. Discuss Georgia B.A.S.S. Nation Fishing Tournament

The Putnam Development Authority 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 PDA members, 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 authority 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.



GEORGIA B.A.S.S. NATION
Tony Beck, President
2131 Hwy 278 SE
Social Circle, GA 30025

Dear Putnam County

I, the undersigned, am the President of Georgia B.A.S.S. Nation and am writing this letter to ask if you would be interested in hosting the 2019 Georgia B.A.S.S. Nation State Classic and Georgia B.A.S.S. Nation College qualifier tournament. We would like to hold this event on Lake Oconee in October of 2019 out of Gum Branch Boat ramp facility.

This tournament will bring in anglers from across the state of Georgia, and could receive coverage in Bassmaster magazine, BASS Times magazine and other local media outlets. These tournaments have a significant impact on local economies, as many anglers and families are in the area for a week or longer.

In 2018, the Georgia BASS Nation College Qualifier drew a field of 42 boats which equates to 84 anglers. These college anglers are competing for a spot in the BASS College National Championship.

In 2018 the Georgia BASS Nation State Classic drew a field of 66 boats which equates to 132 anglers and co anglers. From that field of fisherman we qualified 10 boaters and 10 co anglers to represent Georgia on the Georgia B.A.S.S. Nation state team. This team will compete in the BASS Nation Eastern Regional where anglers will qualify to fish the BASS Nation National Championship and eventually the Bassmasters Classic.

The two events are held in conjunction from Wednesday to Saturday which include official practice days and competition days. With membership on the rise, we expect an even bigger field in 2019.

In 2018, a total of 552 room nights were used which included cabins, rental houses, and hotel rooms. In addition, each angler spent an average of \$150 on fuel, food, fishing tackle, etc.

We expect an estimated audience of 250 people including the anglers and we are sure that all of them would benefit greatly from your support of the event.

We also welcome representatives from your organization to join us at the event so you can promote your community and the great hospitality you have to offer. .

If you are interested in being a part of the event, you can contact us at 706-614-1281 or tbeck14@att.net

We look forward to hearing from you.

Sincerely

Tony Beck
Georgia B.A.S.S. Nation
President

Georgia B.A.S.S. Nation State Chapter Host Agreement

“A TRITON, MERCURY, LOWRANCE, MOTORGUIDE ALLIANCE STATE”



<http://georgiabassnation.com>



Host:

Tournament Location: Eatonton, GA
Lake: Oconee
October 2019
Official Practice Days: TBD
Tournament Days: TBD

Breakdown of Tournament Week

- GBN Staff arrives Wednesday morning.
- Tournament Setup begins Wednesday morning.
- Angler registration begins Wednesday at 0800.
- Angler Briefing and partner draw Thursday at 5:00pm.
- Official practice days are Wednesday and Thursday.
- Competition days are Friday and Saturday.
- GBN staff takes venue down Saturday evening.
- GBN staff departs on Sunday morning.

Georgia B.A.S.S. Nation, will:

- A. Stage and be responsible for all expenses incurred in connection with the tournament (with the exception of those listed above as the host responsibility), including the obtaining of all necessary licenses and permits.
- B. Provide rules and regulations for the tournament, and solicit and acquire all entries for the tournament.
- C. Arrange for all assignments of observers and/or co-anglers.
- D. Brief, supervise and instruct all workers.
- E. List on B.A.S.S. web page dedicated to tournament destination.
- F. Post tournament results in affiliated newspapers or magazines.
- G. Provide local sponsor mentions on site during weigh-in.
- H. Provide opportunity for local host to welcome anglers at briefing/registration.
- I. Promote the hosting community information on the web site, Facebook, and will do diligence to make sure all tournament participants are notified to use the recommended housing locations.
- J. Provide the ability for local host to distribute collateral to anglers regarding destination.

Host: _____
Initials

“A TRITON, MERCURY, LOWRANCE, MOTORGUIDE ALLIANCE STATE”



<http://georgiabassnation.com>



Host City Deliverables

Host fee: \$5000.00

In addition to a host fee, the Host would need to provide and coordinate the following at no cost to the Georgia B.A.S.S. Nation:

- A. Twenty complimentary room nights at an approved hotel/motel. (GBN STAFF- Rooms w/double beds).
- B. Complimentary meeting space for tournament registration, and briefing for 200 people on Thursday night of tournament week. Briefing room audio/visual requirement and a podium and public address system, complimentary.
- C. Complimentary venue for weigh in. (Typically at the boat ramp area)
- D. Complimentary overnight security at the weigh in. Hours determined by GBN.
- E. Assistance with discounted or complimentary ramp fees.
- F. Complimentary electric and water hook ups.
- G. Complimentary waste management services, including a daily clean up.
- H. Adequate rest room facilities at the weigh-in venue; serviced as required.
- I. Notification to local Emergency Medical Personnel.

Host: _____
Initials

“A TRITON, MERCURY, LOWRANCE, MOTORGUIDE ALLIANCE STATE”



<http://georgiabassnation.com>

Backup material for agenda item:

17. Review Goals/Objectives for January 2019-July 2019

The Putnam Development Authority 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 PDA members, 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 authority 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.

Goals/Objectives for Jan 2019 - Jul 2019

Putnam Development Authority

Terry Schwindler

Monthly Goals:

- 20 Employer/Prospect contacts
- 2 Employer/Prospect lunches

Annual Goals:

- Attract 1 New Company to Eatonton-Putnam County
- Expand/Retain 3 Existing Companies in Eatonton-Putnam County

Tasks:

- Present economic development director report during the monthly board meetings.
- Update PDA on industry meetings via meeting reports.
- Create follow-up reports for conferences attended.
- Report on prospect requested requirements (SF/acreage/infrastructure needed).
- Update project status changes.
- Email a weekly calendar on Friday for the coming week.
- Coordinate efforts to certify SIP site as GRAD certified.
- Create industries marketing/recruitment plan for SIP GRAD site.
- Assist in the BOC in the TAD/TIF formation.
- Sponsor and promote employer job fairs.
- Maintain membership and market to the following organizations: Middle Georgia Economic Alliance (MGEA), Georgia Economic Developers Association (GEDA), International Economic Development Council (IEDC), Southern Economic Development Council (SEDC), etc.
- Continue to leverage social media to maximize exposure and recognition of Putnam County (update PDA website, Twitter, Linked-In, Instagram, and Facebook pages).
- Continue to update the PDA website and state databases with current building and property availability.

Backup material for agenda item:

18. Sign updated Interfor Letter of Intent

The Putnam Development Authority 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 PDA members, 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 authority can vote to go into an executive session on a legally exempt matter during a public meeting even if not advertised or listed on the agenda. Individuals with disabilities who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting or the facilities are required to contact the ADA Compliance Officer, at least three business days in advance of the meeting at 706-485-2776 to allow the County to make reasonable accommodations for those persons.



Putnam Development Authority

ideas. development.. growth...

January 14, 2019

Interfor U.S. Inc.
c/o Mr. Tim Lowrimore
Via Email to: tim.lowrimore@interfor.com

RE: Letter of Intent Regarding Expansion of Existing Industrial Facility in Putnam County, Georgia

This Letter of Intent (this "**Letter**") sets forth the principal terms upon which Interfor U.S. Inc., a State of Washington corporation (the "**Company**"), may elect to make improvements to the existing structures, construct one or more new structures, add and expand new industrial equipment to facilitate expanded operations, and otherwise develop and implement an expansion of its existing operations in Putnam County (the "**County**"). The expansion is anticipated to retain existing jobs and create new jobs in the County.

The Company intends to construct and install the Project (as defined below) in conjunction with certain incentives to be provided by the Putnam Development Authority (the "**Authority**"), which is 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**"), the area of operation of which is the County. In this Letter: (i) the Company and the Authority are sometimes referred to herein collectively as the "**Parties**" and each individually as a "**Party**," (ii) the Company's development of the Project and cooperation with the Authority on the terms and conditions contemplated herein, including the issuance of the Bonds (as defined below), are sometimes referred to herein collectively as the "**Transaction**," and (iii) the closing of the Transaction is referred to herein as the "**Closing**."

The following represents the Parties' understanding of the terms and conditions which are to be included in the MOU (as defined below) regarding the Project and Transaction:

1. **Nature of Letter.** This Letter is intended to outline the understanding of the Parties but do not represent a binding or enforceable agreement against the Company or the Authority. However, based upon the provisions of this Letter, the Parties intend to immediately prepare a binding Memorandum of Understanding (the “**MOU**”) regarding the Project and the respective obligations of the Parties. The Parties’ execution, delivery and performance of the MOU will be required for the Parties to realize the full extent of the mutual benefit of the Expansion (as defined below).

2. **The Project.**

The Company owns the existing buildings and equipment, which are located at 370 Dennis Station Road in the City of Eatonton (the “**Property**”). The Company plans to construct additional improvements (the “**Improvements**”) and install additional wood products manufacturing equipment (the “**Equipment**”) on the Property. The Company has performed its due diligence and determined that utilities, including electricity, telephone, internet, water and sewer, to serve the Project are, or will be, available at the Property. The entirety of the Company’s investment in the expansion of the existing facility, including both real property, Improvements, and personal property, is herein referred to as the “**Expansion,**” and the portion of the Company’s investment allocated solely to the Equipment is herein referred to as the “**Project.**”

3. **The MOU, Bonds, Lease and PILOT Payments.**

(a) The MOU will provide that at Closing, the Company shall transfer ownership of the Equipment to the Authority, and the Parties shall enter into a lease agreement (the “**Lease**”), an option agreement (the “**Option Agreement**”), a bond purchase loan agreement (the “**Bond Purchase Loan Agreement**”), and an economic development agreement (the “**Economic Development Agreement**”) relating to the Equipment and the Project, pursuant to which the Company will make certain payments in lieu of taxes as calculated by the County Board of Assessors and billed by the County Tax Commissioner (the “**PILOT Payments**”). The Company will maintain title and ownership of the Property, which will be taxed normally. The MOU will require that the Company construct Improvements, install the Equipment, and otherwise construct and operate the Expansion and the Project.

(b) The Lease and the issuance of the Authority’s revenue bonds will be structured such that the Authority may provide the *ad valorem* tax incentives to the Company for the Equipment and the Project. If the Company, at its option, participates in a cashless bond-financed, sale-leaseback transaction with the Authority (i.e., “**Bonds for Title**” or “**Bonds**”), no *ad valorem* taxes will be payable by the Company on its interests in the Lease for the Equipment or the Project while the Lease is in effect. The term of the Lease and the Bonds will be concurrent and run for four (4) years after the Project is complete.

(c) The PILOT Payments will result in a substantial savings to the Company for the Project during the term of the Lease and Bonds. The MOU will provide for the Company the tax schedule for savings attached hereto as Exhibit A (the “**Tax Schedule**”) based upon the Company’s elected total investment for the Project (\$87 million). The Authority has modified its incentives under the Tax Schedule to account for greater savings to the Company on the Equipment and the Project, to offset no savings to be provided for the Improvements and Property. By concentrating the tax savings on the Project (i.e., the Equipment), the Authority believes that the Transaction will be simplified, reducing diligence and Transaction costs, while still affording maximum incentives to the Company.

(d) Under the MOU, the Authority will agree, as an additional incentive, to cause a turn lane of approximately 1,100 feet in length to be installed beginning roughly at Avant Road to the entrance of the Company, at no cost or expense to the Company.

(e) The MOU will provide for an investment goal of the Company of \$87 million (the “**Investment Goal**”), and will include the value of the Company’s investment in the Expansion, including the Improvements and the Equipment, although the Property and the Improvements will remain titled in the name of the Company. The maximum

amount of the Bonds will be based upon the Company's anticipated total costs related to the Expansion and allocated to acquire and install the Equipment for the Project, currently estimated as approximately eighty percent (80%) of the Company's total investment in the Expansion. The MOU shall also provide for an employment goal for the Company to retain and maintain the 143 current existing jobs at the facility as of the effective date of the MOU throughout the term of the Lease (the "**Employment Goal**"). If the Company does not meet the Investment Goal or the Employment Goal at the end of the term of the Lease, or events such as a mass layoff or plant closing occur, then the Company will be required to make certain recovery payments in addition to the PILOT Payments, which recovery payments will be based on any shortfall in attaining the Investment Goal and/or the Employment Goal. The Company will not be required to make recovery payments if it reaches eighty percent (80%) compliance in the aggregate with the Investment Goal and the Employment Goal.

(f) The MOU will provide that the Company may terminate the Lease and obtain title to the Project at any time pursuant to the Option Agreement, in which event the Company will no longer be entitled to receive the tax savings set forth in the Tax Schedule.

4. **Definitive Documents.** The term "**Definitive Documents**" means and includes the Lease, the Option Agreement, the Bond Purchase Loan Agreement, and the Economic Development Agreement (which shall confirm and include the MOU as an incorporated attachment), and any other related documents reasonably required in order to consummate the Transaction. The Definitive Documents shall be prepared by Bond Counsel (as defined below) and shall be subject to the approval of the Authority and the Company and their legal counsel, which approval shall not be unreasonably withheld. The Parties will negotiate in good faith to establish the terms and conditions to be included in the Definitive Documents.

5. **Roles of Counsel.** The Parties intend and the MOU will provide that Seyfarth Shaw LLP shall serve as counsel for the Authority ("**Bond Counsel**") and Womble Bond Dickinson (US) LLP shall serve as counsel for the Company ("**Company Counsel**").

6. **Transaction Costs.** The MOU will provide that the Company shall be responsible for all costs incurred in connection with the Transaction, provided that such costs shall be subject to the Company's prior approval which shall not be unreasonably withheld. Such transaction costs shall include the reasonable legal fees (not to exceed \$50,000.00) and expenses of Bond Counsel related to the preparation and distribution of this Letter, the MOU, the Definitive Documents, and the closing transcripts for the Transaction under normal circumstances and conditions.

7. **Assignment.** The MOU will provide for the conditions under which the Company may assign its interests in the Lease and/or the Bonds unilaterally and under which the Company must obtain the prior consent of the Authority for such an assignment, which consent shall not be unreasonably withheld.

8. **Indemnification.** The MOU and the Definitive Documents will require the Company to indemnify, hold harmless and defend the Authority and its directors, 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 contractors (including, without limitation, the acts or omissions of their respective vendors, contractors or subcontractors, agents, employees or representatives) related to the Project, or (b) the Transaction, or the ownership or operation of the Property. The indemnity shall not apply to any loss, liability or claim which is (i) the result of the negligence, misrepresentation, recklessness, bad faith, fraud, deceit, or willful misconduct of the indemnitee, or breach by the indemnitee of any Definitive Document, or (ii) directly or indirectly caused by acts of the indemnitee unrelated to the Transaction. The indemnity shall survive the expiration or earlier termination of the MOU but at closing shall be superseded by the indemnities contained in the Definitive Documents.

9. **Acceptance.** The Company understands that in order to consummate and obtain the benefits Transaction, the Company must execute and return a copy of this Letter to the Authority no later than January 31, 2019, with the Parties proceeding in good faith to finalize and execute the MOU within thirty (30) days thereafter.

If you are in agreement with the foregoing, please sign one copy of this Letter and return it to the Authority.

Very truly yours,

PUTNAM DEVELOPMENT AUTHORITY

By: _____
Charles Edward Waggoner, Chairman

Acknowledged and agreed to on _____, 2019:

INTERFOR U.S. INC.

By: _____
Name: _____
Title: _____

EXHIBIT A

[attach Tax Schedule]

Interfor
ACCELERATED Tax Abatement Schedule
\$87,000,000 Manufacturing Plant Retooling Project

BOC approved
1/11/19

\$63,092,417

PERSONAL PROPERTY: LIFE GROUP 3 - 13 YEARS OR MORE

TERM: 4 YEARS

YEAR	INVESTMENT	EQUITY	DEP.	NORMAL	NORMAL	SPECIAL	COUNTY SPECIAL
				TAXABLE VALUE	TAX AMOUNT	TAXABLE VALUE	TAX AMOUNT
ONE	\$1,605,260	0.00%	95%	\$ 1,524,997	\$ 5,313.70	\$ -	\$ -
TWO	\$17,617,455	0.00%	91%	\$ 16,031,884	\$ 55,861.50	\$ -	\$ -
THREE	\$63,092,417	0.00%	87%	\$ 54,890,403	\$ 191,260.12	\$ -	\$ -
FOUR	\$63,092,417	0.00%	82%	\$ 51,735,782	\$ 180,268.16	\$ -	\$ -
TOTAL					\$ 432,703.47		\$ -

Millage Rate	
8.333	County (unincorporated)
0.378	SSD
8.711	TOTAL

Personal Property	
County NORMAL TAX	\$ 432,703.47
County SPECIAL TAX	\$ -
TAX SAVINGS	\$ 432,703.47
BOND TRANSACTION COSTS	\$ (50,000.00)
TOTAL TAX SAVINGS	\$ 382,703.47