



Where Georgia comes together.

www.perry-ga.gov

May 18, 2021

COUNCIL AGENDA

6:00 PM

PERRY EVENTS CENTER

1121 MACON ROAD, PERRY, GA 31069

To join the meeting by Facebook: Use this URL - facebook.com/cityofperryga
This will allow you to view and hear the meeting.

1. Call to Order: Mayor Randall Walker, Presiding Officer.
2. Roll:
3. Invocation and Pledge of Allegiance to the Flag: Mayor Randall Walker
4. Recognition(s)/Presentation(s):
 - 4a. Introduction of newly appointed Corporals Daniel Layson, Brenna Banks, and Eddrica Gary – Chief S. Lynn.
 - 4b. Peaches to Beaches Application. A representative from the Lions Club will be attending the Council meeting to present the application.
5. Community Partner(s) Update(s):
6. Citizens with Input.
7. Public Hearing: Mayor Randall Walker

The purpose of this public hearing is to provide any interested parties with an opportunity to express their views and concerns in accordance with O.C.G.A. Sec. 36-66-4.

- 7a. ANNX-188-2020. Applicant, N&D Development, LLC, request the rezoning and annexation of property from R-AG (County), Residential-Agricultural District to R-2A (City), Single-family Residential District. The property is located at 111 Hill Road; Tax Map No. 000580 034000 – Mr. B. Wood.
- 7b. RZNE-189-2020. Applicant, N&D Development, LLC, request the rezoning of property from R-1, Single-family Residential District to R-2A, Single-family Residential District. The property is located at 125 Hill Road; Tax Map No. 0P0480 035000 – Mr. Wood.
8. Review of Minutes: Mayor Randall Walker

8a. Council's Consideration – Minutes of the May 3, 2021 work session, May 4, 2021 pre council meeting, and May 4, 2021 council meeting.

9. Old Business:

9a. Special Exception Application 0071-2021 – Mr. B. Wood.

10. Any Other Old Business: Mayor Randall Walker

10a. Mayor Randall Walker

10b. Council Members

10c. City Attorney Brooke Newby

10d. City Manager Lee Gilmour

10e. Assistant City Manager Robert Smith

11. New Business: Mayor Randall Walker

11a. Matters referred from May 17, 2021 work session, and May 18, 2021 pre council meeting.

11b. Ordinance(s) for First Reading(s) and Introduction:

1. **First Reading** of an ordinance for the rezoning of property from R-AG (County), Residential-Agricultural District to R-2A (City), Single-family Residential District. The property is located at 111 Hill Road; Tax Map No. 000580 034000 – Mr. B. Wood. *(No action is required by Council)*
2. **First Reading** of an ordinance for the annexation of property to the City of Perry. The property is located at 111 Hill Road; Tax Map No. 000580 034000 – Mr. B. Wood. *(No action required by Council)*
3. **First Reading** of an ordinance for the rezoning of property from R-1, Single-family Residential District to R-2A (City), Single-family Residential District. The property is located at 125 Hill Road; Tax Map No. 0P0480 035000 – Mr. B. Wood. *(No action required by Council)*

11c. Resolution(s) for Consideration and Adoption:

1. Resolution authorizing an intergovernmental agreement between the City of Perry and Perry Public Facilities Authority for the issuance of bonds to fund additions and improvements to the sewer and wastewater systems of the City of Perry, approving a bond purchase agreement, and approving the bond resolution adopted by the PPFA – Ms. B. Newby.
2. Resolution to amend fee schedule relative to the James E. Worrall Community Center rental rates – Ms. B. Newby.

11d. Office of the City Manager

1. Recommend establishment of Senior Court Administrator job classification – Mr. L. Gilmour.
- 11e. Flint EMC Right of Way Easement for 3.14-acre parcel, oPo48o 050000 – Ms. B. Newby.
12. Council Members Items:
13. Department Heads/Staff Items.
14. General Public Items:
15. Mayor Items:
16. Adjourn.

In accordance with the Americans with Disabilities Act, accommodations are available for those who are hearing impaired and/or in need of a wheelchair. The Perry City Council Agenda and supporting material for each item is available on-line through the City's website at www.perry-ga.gov.



CITY OF PERRY

Special Events Application

For assistance with this application, please contact
 Anya Turpin, Special Events Manager
 478-954 5758 | anya.turpin@perry-ga.gov
 1211 Washington Street, Perry, GA 31069

Applicant & Sponsoring Organization Information

NAME: Perry Lions Club - Sandy Kusuda

STREET ADDRESS: 1303 Forest Hill Dr.

CITY/STATE/ZIP CODE: Perry GA 31069

MAILING ADDRESS (IF DIFFERENT FROM ABOVE):

CELL PHONE: 478-244-8328

EMAIL ADDRESS: skusuda@gnfa.com

IF THIS EVENT BENEFITS A NON-PROFIT ORGANIZATION, PLEASE SHARE WHICH ONE:
Perry Lions Club

WILL YOU BE REQUESTING AN EVENT PERMIT FEE WAIVER FOR THIS EVENT? YES NO

PRIMARY CONTACT (DAY OF EVENT): Sandy Kusuda CELL PHONE: 478-244-8328

SECONDARY CONTACT: Denise Dickers CELL PHONE: 478-230-1779

IS THIS A FIRST TIME EVENT: YES NO

IF HELD BEFORE, WHEN & WHERE?: annually, downtown + East Gate Shopping Center

Event Information

TYPE OF EVENT (CHECK ALL THAT APPLY) FESTIVAL CONCERT/MUSIC OTHER
For parades, races and block parties, please contact Perry Police Department for the appropriate application

IF OTHER, PLEASE SPECIFY: Yard Sale

EVENT TITLE: Peaches to Beaches Yard Sale

EVENT DATE(S): August 1st

EVENT HOURS | START: 8am END: 6pm

SET UP | DATE: August 5 TIME: 9am

BREAK DOWN | DATE: August 7 TIME: 6-8pm

ANTICIPATED ATTENDANCE | PARTICIPANTS: 130 SPECTATORS:

Event Description

BRIEFLY DESCRIBE EVENT AND ACTIVITIES:

Include the purpose of the event, explain how it would benefit the City of Perry and its residents

Peaches to Beaches is an annual yard sale hosted by the Perry CVB in partnership with the Golden Isles Parkway Association. The Perry Lions Club will work under the CVB to manage the downtown + eastgate locations. This event promotes travel + economic growth along 200+ miles of Hwy. 341

PLEASE INCLUDE ALONG WITH YOUR APPLICATION ANY OF THE FOLLOWING, AS APPLICABLE:

- Proposed Site Plan
- Event Map
- Proposed Event Schedule
- Poster, Flyer or Marketing Materials

Event Details

WILL ITEMS OR SERVICES BE SOLD AT THIS EVENT? YES NO

If yes please describe

Individual vendors will be selling items previously approved by the Perry Lions Club

WILL THIS EVENT HAVE AMPLIFIED SOUND? YES NO

If yes please describe

IS ADMISSION TO THIS EVENT FREE? YES NO

If no please explain proposed admission rates and procedures

WILL VENDORS SELL FOOD? YES NO

If yes please describe

Vendors will get a specific application to sell food + will have to also apply with the health department + meet guidelines

WILL ANY AREAS OR ROADS BE CLOSED OFF? YES NO

If yes please describe proposed plan

Parts of downtown will be closed with barricades

IF THE EVENT INCLUDES LIVE MUSIC, PLEASE SHARE BAND NAMES & SOCIAL MEDIA/WEBSITE INFO:



Event Insurance & Liability

CERTIFICATE OF LIABILITY INSURANCE FORM

A Certificate of Liability Insurance must be filed with the City of Perry at least 30 days prior to the event on a standard ACORD form. The City of Perry must be listed as an additional insured with respect to general liability and alcohol liability if alcohol will be served. Check the policy document for required general liability and alcohol liability minimum coverage amounts.

Alcohol Permit Information

WILL ALCOHOL BE SOLD AT THIS EVENT?

YES NO

*If no, please continue to Page 4. If yes, please describe the proposed process and complete the following sections.

TERMS & CONDITIONS

The vendor is responsible for submitting the Alcohol Beverage Catering Quantity & Destination Report. Additionally application for the State Special Event Permit (if necessary) is the responsibility of the vendor and must be applied for a minimum of 10 days prior to the event. The vendor will need a letter of approval from the sponsor. Serving beverages in glass containers is prohibited at events. Event organizer is responsible to inform participating vendors not to allow glass containers to enter the event footprint. Event organizer is responsible to ensure all participating vendors will stop the sale of alcohol one hour prior to the scheduled end of the event. The sale of alcohol and mixed drinks requires excise reporting. If alcohol is to be sold, a Special Event Alcohol Permit is required and a copy of the State License must be provided at least 60 days prior to the scheduled date of the event. I hereby agree that as a condition to the issuance of a Special Event Alcohol Permit, the business owner/sponsor of the event shall indemnify and hold the City of Perry harmless from claims, demand, or cause of action which may arise from activities associated with the event. I hereby solemnly swear, subject to criminal penalties for false swearing, that the statements and answers made by me to the foregoing questions in this application for a Special Event Alcohol Permit are true, and no false or fraudulent statement or answer is made herein to procure the granting of such a permit. I hereby state and understand that should a complaint be filed against the owner/sponsor of the event for violation of any regulation associated with the application for the City of Perry Alcoholic Beverage Catering License, the permit issues for the event will immediately become void and will not be reissued for the same location of approval from the sponsor.

LICENSEE'S NAME:

DATE:

LICENSEE'S SIGNATURE:

NAME OF BUSINESS SERVING ALCOHOL:

NAME OF LICENSEE:

LICENSE NUMBER:

STREET ADDRESS:

CITY/STATE/ZIP CODE:

MAILING ADDRESS (IF DIFFERENT FROM ABOVE):

PHONE:

EMAIL:

PROPOSED HOURS OF ALCOHOL SALES:

ALCOHOL SALES CHECKLIST (AS APPLICABLE TO EVENT):

State Alcohol Curier's License

Occupational Tax Certificate

State Special Event Permit

Special Events Alcohol Permit

Alcohol Beverage Catering Quantity & Destination Report



Street Closure Requests

ARE ROAD CLOSURES REQUESTED FOR THIS EVENT? YES NO

*If yes, please complete the following sections. The event organizer is responsible for personally notifying affected businesses and residents of street closures. Please describe your notification plan and your reasoning for your requested road closures.

We plan to mail a notice to all businesses in the downtown area to notify them of the event + road closures.

Names of Streets to be Closed:

STREET: main BETWEEN: Jemigan AND: Ball

TIME OF STREET CLOSURE: August 5 3pm ESTIMATED REOPENING TIME: August 7 8pm

STREET: Jemigan BETWEEN: Carroll AND: Ball

TIME OF STREET CLOSURE: August 5 3pm ESTIMATED REOPENING TIME: August 7 8pm

STREET: City Parking lot BETWEEN: main AND: Ball

TIME OF STREET CLOSURE: Aug. 5 3pm ESTIMATED REOPENING TIME: Aug. 7 8pm

STREET: BETWEEN: AND:

TIME OF STREET CLOSURE: ESTIMATED REOPENING TIME:

STREET: BETWEEN: AND:

TIME OF STREET CLOSURE: ESTIMATED REOPENING TIME:

Restroom Facilities

WILL EVENT ORGANIZER PROVIDE PORTABLE RESTROOM FACILITIES? YES NO

Please describe your proposed plan for restroom facilities and sanitation for this event

We will work with a local company to have portable toilets + hand washing stations delivered + maintained during the event.

Tram & Shuttle Plan

WILL THIS EVENT INVOLVE THE USE OF A TRAM OR SHUTTLE?

YES NO

*If yes, please describe your proposed tram/shuttle plan. Please include as much detail as possible.

[Empty box for tram/shuttle plan details]

Sanitation & Related Services

WILL YOU BE REQUESTING TRASH SERVICES FOR THIS EVENT?

YES NO

*In as much detail as possible, please describe your proposed plan for clean up during and following the event.

We are requesting dumpsters or trash cans at downtown + Eastgate. The trash cans will need to be emptied on Friday afternoon + after the event on Saturday.

WILL YOU REQUIRE ACCESS TO ELECTRICITY FOR THIS EVENT?

YES NO

*If yes, in as much detail as possible, please describe your proposed electric needs, including but not limited to anticipated electrical load, locations, etc.

[Empty box for electricity needs details]

WILL YOU REQUIRE ACCESS TO WATER FOR THIS EVENT?

YES NO

*If yes, in as much detail as possible, please describe your proposed water needs, including but not limited to anticipated locations, etc.

[Empty box for water needs details]

I understand that I may incur an additional charge(s) for the use of City services such as road closures, sanitation services, utilities such as water and electric, and otherwise.

YES NO

SIGNATURE:

[Empty box for signature]

Event Safety & Security

WILL YOU BE REQUESTING POLICE/SECURITY FOR THIS EVENT? YES NO

*If yes, please describe your proposed event security plan, including proposed number of officers requested and proposed hours of service. Should the Perry Police Department determine that officers will be required for your event, off-duty officers may be hired at a rate set by the Chief of Police per hour for the duration of the event, with a minimum of three hours.

Strong police surveillance in all the designated vendor areas both in downtown + eastgate during the hours of 8am to 10pm + especially after event hours from 10pm to 8am Aug 7 to deter theft from vendor booths.

FIRE & EMERGENCY MEDICAL SERVICES

*Please describe your plan for providing emergency medical services. If Emergency Medical or Fire Protection Services are determined to be required for your event, off-duty members can be hired at a rate set by the Fire Chief per member, per hour. The Chief of Fire and Emergency Services reserves the right to set the staffing minimums based upon the specifics of the event, including, but not limited to the type of event, anticipated attendance, time of the year and areas affected.

INCLEMENT WEATHER PROCEDURES

The City of Perry Chief of Fire and Emergency Services or his/her designee may determine that weather conditions are too dangerous and cancel or temporarily postpone the event at any time, at their discretion. Refunds are not guaranteed in the event of a cancellation due to inclement weather. When lightning or thunder occur, please advise participants to seek shelter inside of a car or building. Please wait a minimum of 30 minutes before proceeding.

DEPARTMENT OF PUBLIC HEALTH

The City of Perry DOES NOT schedule inspections from the Health Department. Event Organizers and vendors are responsible for completing all applicable documentation ahead of the event and for scheduling any required inspections by the Houston County Health Department. It is advised that Event Organizers corroborate the details of their event with the Health Department at least two weeks prior to their event.
Physical Address: 98 Cohen Walker Drive, Warner Robins, GA 31088
Phone: (478) 218-2000

EVENT PUBLICITY

The City of Perry encourages Event Organizers to connect with the Perry Area Convention & Visitors Bureau to promote their event to residents and tourists through online marketing and at the Perry Welcome Center.
Physical Address: 101 General Courtney Hodges Blvd, Perry, GA 31069
Phone: (478) 988-8000



Indemnification & Hold Harmless

Conditional upon approval of the proposed event and subject to the granting of all permits required by the City of Perry, the City of Perry authorizes Perry Lions Club (Special Event Organizer Applicant) to utilize the site(s) known as Old Goochouse Town Eastgate lot for the purposes of conducting the event and activities described within this Special Events Application. The Special Events Organizer Applicant agrees that the City of Perry assumes no responsibility of liability for any defects or other conditions on the site of the event on City of Perry property, whether the conditions are known or unknown to either party and or discoverable by either party. The Special Events Organizer Applicant agrees to assume the risk for any and all defects and or conditions, whether these defects and or other conditions are dangerous and or whether these defects or others conditions are discoverable by either party and or known or unknown to either party. The Special Events Organizer Applicant shall indemnify and hold the City of Perry and its officers, agents and employees harmless and free from any and all claims, including but not limited to personal injury, property damage, alleged to have arisen or resulted wholly or partially from the exercise of any of the rights granted herein to the Special Events Organizer Applicant. This indemnification and hold harmless agreement includes, but is not limited to, the payment of all attorney fees, expenses, costs, judgement and other expenses that may be incurred by the City of Perry, its officers, employees or agents as a result of any and all such claims.

APPLICANT NAME: Sandy Kusuda for Perry Lions Club

APPLICANT SIGNATURE: [Signature] DATE: 12 May 2021

NAME, SIGNATURE & STAMP OF NOTARY PUBLIC:
Monica Jeannine Hall
Monica Jeannine Hall
NOTARY PUBLIC
Houston County
State of Georgia

My Comm. Expires August 31, 2024

AGREEMENT & SIGNATURE

If a alcohol is being served, an additional Special Event Alcohol Permit is also required at the time of the application's submittal. If the application is approved, the fee will be credited towards the permit fee. An application must be submitted in time to be included on a Perry City Council meeting agenda for consideration at least 60 days prior to the proposed date(s) of the event. The Event Permit Fee will be due following Council's approval of the event. If the event is denied, no Event Permit Fee is required.

I, the undersigned representative, have read the rules and regulations referenced in this application and am duly authorized by the organized to submit this application on its behalf. The information herein is complete and accurate.

APPLICANT NAME: Sandy Kusuda for Perry Lions Club

APPLICANT SIGNATURE: [Signature] DATE: 12 May 2021

APPLICANT CHECKLIST (AS APPLICABLE):

Proposed Event Map	Event Permit Fee	Certificate of Insurance
Proposed Flyer, Poster, Etc	Proposed Event Schedule	Completed Application <i>(Please do not leave any portion of the application incomplete)</i>
Proposed Event Schedule	Special Events Alcohol Permit	

Upon submission of a completed Special Events Application packet, the Special Events Manager for the City of Perry will work with the applicant to arrange for the event to be presented before Perry City Council as an agenda item for discussion in as timely a manner as possible. The applicant will be asked to be present at the council meeting to present their event and to answer and address any questions, concerns or otherwise that City Leadership, or the public, may have. The Event Permit Fee will be due following Council's approval of the event, unless a fee waiver is granted. If the event is denied, no Event Permit Fee is required.

Please submit completed application to: Amya Turpin, Special Events Manager, 1211 Washington Street, Perry, GA, 31069 or you may choose to submit your application electronically via amy@turpin@perry.ga.gov or by visiting our website: perry.ga.gov



Authorized Signatures | Internal Office Use Only

DATE RECEIVED:	COUNCIL PRESENTATION DATE:
----------------	----------------------------

INTERNAL CHECKLIST (SPECIAL EVENTS MANAGER, AS APPLICABLE TO EVENT):		
Application Is Complete	Alcohol Permit Received	Approval from Fire EMS
Proof of Insurance Received	Approval from Police	Approval from Public Works
Council Summary Submitted	Approval from Recreation	Event Fee Received
NOTES		

PERRY POLICE DEPARTMENT NAME, SIGNATURE & DATE: _____
Recommend Approval Recommend Denial Recommend Approval <i>With Conditions</i> Approval Conditions:

PERRY FIRE DEPARTMENT NAME, SIGNATURE & DATE: _____
Recommend Approval Recommend Denial Recommend Approval <i>With Conditions</i> Approval Conditions:

PERRY PUBLIC WORKS NAME, SIGNATURE & DATE: _____
Recommend Approval Recommend Denial Recommend Approval <i>With Conditions</i> Approval Conditions:

PERRY LEISURE SERVICES NAME, SIGNATURE & DATE: _____
Recommend Approval Recommend Denial Recommend Approval <i>With Conditions</i> Approval Conditions:



Perry Lions Club Perry, GA

May 12, 2021

City Manager & City Council Members
City of Perry
P.O. Box 2030
Perry, GA 31069

Dear Mr. Gilmour and Council Members,

Due to COVID restrictions Explore Hwy 341, Inc., the sponsors of Peaches to Beaches, made the decision to move the event to August 6 & 7, 2021 with set up on August 5, 2021, for this year only. The Perry Lions Club will be working with the Perry Convention and Visitors Bureau to host the annual Peaches to the Beaches Yard Sale in partnership with the Explore Hwy 341, Inc. This annual event promotes travel and economic growth along 200 plus miles of Highway 341 from Barnesville to Brunswick.

Perry is one of the largest yard sale sites along Highway 341. Once again, the Eastgate Shopping Center and the Old Courthouse Square areas will serve as the official multi-vendor sites for Perry and the hub of activity for our community will be centered in Downtown Perry.

In addition to the influx of tourism this event brings to Perry, the Perry Lion's Club will use all profits raised for community service projects both in Perry and around the State of Georgia.

The following includes our requests for assistance from the City of Perry for this event:

BLOCKING AND BARRICADES

Areas will need to be blocked off beginning at 3 p.m. on Thursday, August 5 (for vendor set up) and reopened at 8 p.m. on Saturday, August 7. The actual event will be August 6 & 7 from 8 a.m. to 6 p.m. each day. The vendors will leave their booths set up for the entire two-day event.

1. Main Street- Between Jernigan and Ball in front of the New Perry Hotel

2. Jernigan Street- Between Carroll and Main

3. City Parking Lot- Corner of Main and Ball

Portions of the city parking lot located at the corner of Main Street and Ball Street will need to be used for vendor set up and locations of the portable toilets. We request that the City of Perry provide 12 orange cones near the entrance of this parking lot that the local coordinators will use to reserve and mark designated parking spaces therein. Some parking spaces in this lot will remain open for adjacent business owners and shoppers to use.

4. Eastgate Shopping Center- Main Street/ Hwy. 341

Portions of the shopping center parking lot will be used (with property management approval) for an official group site. We request cones and barricades to be placed to section off our designated vending area from the parking area.

TRASH

The trash cans will need to be emptied on Friday afternoon and after the event on Saturday, August 7. If possible, a dumpster OR a City-designated area for boxes to be placed by would help keep trash cans from overflowing

1. Downtown -

At least 15-20 large trash cans randomly distributed around the Courthouse by 8 a.m. on Friday, August 6.

2. Eastgate Shopping Center

At least 12 large trash cans distributed within the designated vending area by 8 a.m. on Friday, August 6.

SAFETY & SECURITY

1. Police Surveillance

Strong police surveillance in all the designated vendor areas both in downtown and the Eastgate Shopping Center during the event hours of 8 a.m. to 6 p.m. and especially after event hours- from 6 p.m., Thursday, August 5 until 8 a.m. Saturday, August 7 to deter theft from vendor booths.

2. Safety

12 orange cones at the corner of the Walker Rhodes tractor lot at the corner of Main and Ball to keep cars from parking illegally and causing traffic flow issues. These should be in place by 7 a.m. on Friday, August 6.

3. Information Sign

We would like to request the digital information sign that is used during the Music Festival and Dogwood Festival, to be placed in a strategic location on Hwy. 341 to announce the event is coming. (We are referring to the sign that has traditionally been placed on Gen. Courtney Hodges Blvd. at the fork/ five points prior to the above mentioned events.)

FEES

1. City Fees

In addition to bringing revenue to the City from the vendors and the participants who will stay in hotel rooms and patronize local businesses and restaurants, we hope that Peaches to Beaches will be a great fundraising opportunity for the Perry Lions Club and raise money that can be spent on both local charitable programs and statewide charities- such as our vision screenings and eyeglasses assistance programs and the Georgia Lion's Camp for the Blind. To maximize possible donations to

these charitable causes, we would like to request that the City fees be waived for the Perry Lions Club for Peaches to Beaches.

Thank you in advance for your support and help in making this event possible once again.

With much appreciation,

A handwritten signature in black ink, appearing to read 'Sandy Kusuda', with a large, loopy flourish extending from the end of the name.

Sandy Kusuda
Club President
Perry Lions Club

ORDINANCE

THE COUNCIL OF THE CITY OF PERRY HEREBY ORDAINS that the zoning is changed from Houston County R-AG, Residential-Agricultural District to City of Perry R-2A, Single-family Residential District, and the city's zoning map is amended accordingly relative to property of N&D DEVELOPMENT, LLC, described as follows:

All that tract or parcel of land situate, lying and being in Land Lot 189 of the 13th Land District of Houston County, Georgia, being known and designated as Tract "B" containing 5.67 acres as shown on plat of survey prepared by McLeod Surveying, Marty A. McLeod, Georgia Registered Land Surveyor No. 2991, titled Tract "B" for WCH Homes, dated January 11, 2021 and recorded in Plat Book _____ Page _____, Clerk's Superior Court, Houston County, Georgia. Said plat and the recorded copy thereof are hereby made a part of this description by reference thereto.

This rezoning shall become effective on July 1, 2021, in accordance with O.C.G.A. § 36-66-4(d)(4).

SO ENACTED this 1st day of June, 2021.

CITY OF PERRY, GEORGIA

BY: _____
RANDALL WALKER, Mayor

ATTEST: _____
ANNIE WARREN, City Clerk

1st Reading: May 18, 2021
2nd Reading: June 1, 2021

ORDINANCE

THE COUNCIL OF THE CITY OF PERRY HEREBY ORDAINS as follows:

WHEREAS, proper application to annex property to the City of Perry, Georgia has been made by N&D Development, LLC, the owner of the land hereinafter described as follows:

All that tract or parcel of land situate, lying and being in Land Lot 189 of the 13th Land District of Houston County, Georgia, being known and designated as Tract "B" containing 5.67 acres as shown on plat of survey prepared by McLeod Surveying, Marty A. McLeod, Georgia Registered Land Surveyor No. 2991, titled Tract "B" for WCH Homes, dated January 11, 2021 and recorded in Plat Book ____ Page ____, Clerk's Superior Court, Houston County, Georgia. Said plat and the recorded copy thereof are hereby made a part of this description by reference thereto.

NOW THEREFORE, pursuant to the act of the General Assembly of the State of Georgia 1962, Page 119; 1969, Page 504 the above-described property is annexed to the City of Perry and the precinct boundary is changed accordingly.

This annexation shall become effective for ad valorem tax purposes on December 31, 2021, and for all other purposes shall become effective on July 1st, 2021.

SO ENACTED this 1st day of June, 2021.

CITY OF PERRY, GEORGIA

(SEAL) BY: _____
RANDALL WALKER, MAYOR

ATTEST: _____
ANNIE WARREN, CITY CLERK

1st Reading: May 18, 2021
2nd Reading: June 1st, 2021



Where Georgia comes together.

STAFF REPORT

February 17, 2021

Updated March 22, 2021

CASE NUMBER: ANNX-188-2020
APPLICANT: N & D Development, LLC
REQUEST: Annexation and Rezone from R-AG (County) to R-2A (City)
LOCATION: 111 Hill Road; Tax Map No. 000580 034000 (+/- 5.96 acre portion)

ADJACENT ZONING/LANDUSES:

Subject Parcel: R-AG, Residential-Agricultural District (County); undeveloped
North: RAG (County); Single-family residences
South: R-1, Single-family Residential District (City) (Requested R-3, Multi-family Residential District; undeveloped)
East: RAG (County), single-family residence
West: RAG (County); undeveloped

BACKGROUND INFORMATION: The applicant has updated the annexation plat to prevent the creation of a county island. The request is for annexation into the City of Perry of 5.67 acres of the subject parcel. A 1.45 acre portion of the subject parcel will remain in the county. The applicant requests a City zoning classification of R-2A, Single-family Residential District. The R-2A district requires a minimum lot size of 12,000 square feet and 80 foot minimum lot width.

STANDARDS FOR ESTABLISHING A ZONING CLASSIFICATION:

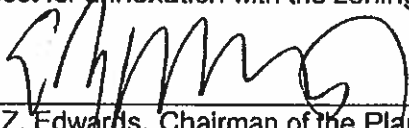
- 1. Are there covenants and restrictions pertaining to the property which would preclude the uses permitted in the proposed zoning district?** The applicant indicates there are no covenants or restrictions pertaining to the property which would preclude uses allowed in the R-2A zoning district.
- 2. Describe how uses permitted in the proposed zoning district are compatible with the uses and development of surrounding properties.** The R-2A zoning classification permits single-family residential uses. Surrounding properties consist of single-family residential development on lots sized from 0.75 acre to more than 5 acres. As proposed, single-family residential use of the subject property is consistent with the use of surrounding properties.
- 3. Describe why the proposed zoning district will not adversely impact the use of surrounding properties.** Single-family residential use should not adversely impact the residential use of surrounding properties.
- 4. Describe how the proposed zoning district is consistent with the Comprehensive Plan.** The subject property is located in the "Gateway Corridor" character area in the 2017 Joint Comprehensive Plan Update. This portion of the "Gateway Corridor" was identified as a future phase of Perry Parkway. However, due to

the existence of several existing subdivisions in its path, it is unlikely that Perry Parkway would be extended in the path identified in this plan. Disregarding the "Gateway Corridor" identification, the subject property would be located in the "Suburban Residential" character area identified for surrounding properties. The proposed R-2A zoning classification is consistent with "Suburban Residential" suggested land uses of residential, public/institutional, and parks/recreation.

- 5. Describe how the proposed zoning district will not cause an excessive burden upon existing public facilities and services. City water and sanitary sewerage is available at the site. Hill Road is identified as a collector street which should accommodate additional traffic. Additional households will increase demand for schools in the area.
- 6. Describe any other existing or changing conditions affecting the use and development of the subject property which support approval of the requested zoning district. There is strong demand for additional residential development in Houston County, particularly in areas east of Perry.

STAFF RECOMMENDATION: Staff recommends approval of the application to annex the subject property and rezone it to R-2A, Single-family Residential District.

PLANNING COMMISSION RECOMMENDATION: The Planning Commission recommends approval of the request for annexation with the zoning classification of R-2A, Single-family Residential District.



Eric Z. Edwards, Chairman of the Planning Commission

4/15/21

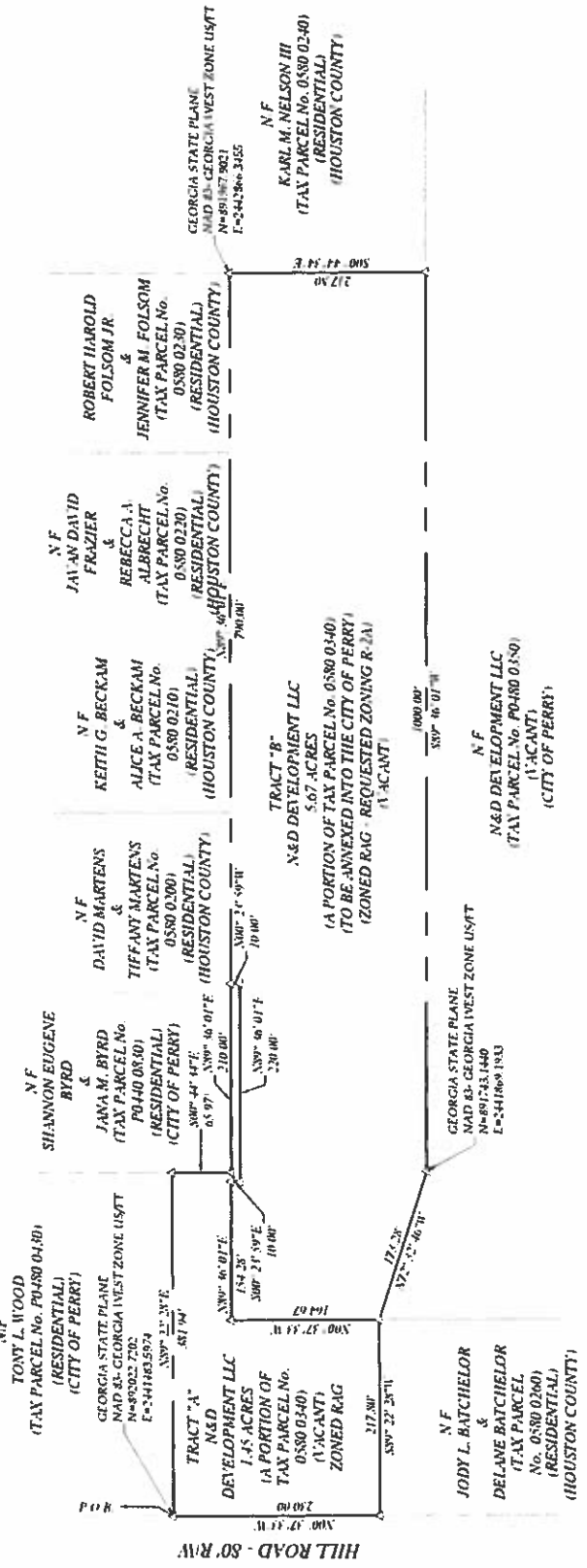
Date



LEGEND

- 1. 2. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100. 101. 102. 103. 104. 105. 106. 107. 108. 109. 110. 111. 112. 113. 114. 115. 116. 117. 118. 119. 120. 121. 122. 123. 124. 125. 126. 127. 128. 129. 130. 131. 132. 133. 134. 135. 136. 137. 138. 139. 140. 141. 142. 143. 144. 145. 146. 147. 148. 149. 150. 151. 152. 153. 154. 155. 156. 157. 158. 159. 160. 161. 162. 163. 164. 165. 166. 167. 168. 169. 170. 171. 172. 173. 174. 175. 176. 177. 178. 179. 180. 181. 182. 183. 184. 185. 186. 187. 188. 189. 190. 191. 192. 193. 194. 195. 196. 197. 198. 199. 200. 201. 202. 203. 204. 205. 206. 207. 208. 209. 210. 211. 212. 213. 214. 215. 216. 217. 218. 219. 220. 221. 222. 223. 224. 225. 226. 227. 228. 229. 230. 231. 232. 233. 234. 235. 236. 237. 238. 239. 240. 241. 242. 243. 244. 245. 246. 247. 248. 249. 250. 251. 252. 253. 254. 255. 256. 257. 258. 259. 260. 261. 262. 263. 264. 265. 266. 267. 268. 269. 270. 271. 272. 273. 274. 275. 276. 277. 278. 279. 280. 281. 282. 283. 284. 285. 286. 287. 288. 289. 290. 291. 292. 293. 294. 295. 296. 297. 298. 299. 300. 301. 302. 303. 304. 305. 306. 307. 308. 309. 310. 311. 312. 313. 314. 315. 316. 317. 318. 319. 320. 321. 322. 323. 324. 325. 326. 327. 328. 329. 330. 331. 332. 333. 334. 335. 336. 337. 338. 339. 340. 341. 342. 343. 344. 345. 346. 347. 348. 349. 350. 351. 352. 353. 354. 355. 356. 357. 358. 359. 360. 361. 362. 363. 364. 365. 366. 367. 368. 369. 370. 371. 372. 373. 374. 375. 376. 377. 378. 379. 380. 381. 382. 383. 384. 385. 386. 387. 388. 389. 390. 391. 392. 393. 394. 395. 396. 397. 398. 399. 400. 401. 402. 403. 404. 405. 406. 407. 408. 409. 410. 411. 412. 413. 414. 415. 416. 417. 418. 419. 420. 421. 422. 423. 424. 425. 426. 427. 428. 429. 430. 431. 432. 433. 434. 435. 436. 437. 438. 439. 440. 441. 442. 443. 444. 445. 446. 447. 448. 449. 450. 451. 452. 453. 454. 455. 456. 457. 458. 459. 460. 461. 462. 463. 464. 465. 466. 467. 468. 469. 470. 471. 472. 473. 474. 475. 476. 477. 478. 479. 480. 481. 482. 483. 484. 485. 486. 487. 488. 489. 490. 491. 492. 493. 494. 495. 496. 497. 498. 499. 500. 501. 502. 503. 504. 505. 506. 507. 508. 509. 510. 511. 512. 513. 514. 515. 516. 517. 518. 519. 520. 521. 522. 523. 524. 525. 526. 527. 528. 529. 530. 531. 532. 533. 534. 535. 536. 537. 538. 539. 540. 541. 542. 543. 544. 545. 546. 547. 548. 549. 550. 551. 552. 553. 554. 555. 556. 557. 558. 559. 560. 561. 562. 563. 564. 565. 566. 567. 568. 569. 570. 571. 572. 573. 574. 575. 576. 577. 578. 579. 580. 581. 582. 583. 584. 585. 586. 587. 588. 589. 590. 591. 592. 593. 594. 595. 596. 597. 598. 599. 600. 601. 602. 603. 604. 605. 606. 607. 608. 609. 610. 611. 612. 613. 614. 615. 616. 617. 618. 619. 620. 621. 622. 623. 624. 625. 626. 627. 628. 629. 630. 631. 632. 633. 634. 635. 636. 637. 638. 639. 640. 641. 642. 643. 644. 645. 646. 647. 648. 649. 650. 651. 652. 653. 654. 655. 656. 657. 658. 659. 660. 661. 662. 663. 664. 665. 666. 667. 668. 669. 670. 671. 672. 673. 674. 675. 676. 677. 678. 679. 680. 681. 682. 683. 684. 685. 686. 687. 688. 689. 690. 691. 692. 693. 694. 695. 696. 697. 698. 699. 700. 701. 702. 703. 704. 705. 706. 707. 708. 709. 710. 711. 712. 713. 714. 715. 716. 717. 718. 719. 720. 721. 722. 723. 724. 725. 726. 727. 728. 729. 730. 731. 732. 733. 734. 735. 736. 737. 738. 739. 740. 741. 742. 743. 744. 745. 746. 747. 748. 749. 750. 751. 752. 753. 754. 755. 756. 757. 758. 759. 760. 761. 762. 763. 764. 765. 766. 767. 768. 769. 770. 771. 772. 773. 774. 775. 776. 777. 778. 779. 780. 781. 782. 783. 784. 785. 786. 787. 788. 789. 790. 791. 792. 793. 794. 795. 796. 797. 798. 799. 800. 801. 802. 803. 804. 805. 806. 807. 808. 809. 810. 811. 812. 813. 814. 815. 816. 817. 818. 819. 820. 821. 822. 823. 824. 825. 826. 827. 828. 829. 830. 831. 832. 833. 834. 835. 836. 837. 838. 839. 840. 841. 842. 843. 844. 845. 846. 847. 848. 849. 850. 851. 852. 853. 854. 855. 856. 857. 858. 859. 860. 861. 862. 863. 864. 865. 866. 867. 868. 869. 870. 871. 872. 873. 874. 875. 876. 877. 878. 879. 880. 881. 882. 883. 884. 885. 886. 887. 888. 889. 890. 891. 892. 893. 894. 895. 896. 897. 898. 899. 900. 901. 902. 903. 904. 905. 906. 907. 908. 909. 910. 911. 912. 913. 914. 915. 916. 917. 918. 919. 920. 921. 922. 923. 924. 925. 926. 927. 928. 929. 930. 931. 932. 933. 934. 935. 936. 937. 938. 939. 940. 941. 942. 943. 944. 945. 946. 947. 948. 949. 950. 951. 952. 953. 954. 955. 956. 957. 958. 959. 960. 961. 962. 963. 964. 965. 966. 967. 968. 969. 970. 971. 972. 973. 974. 975. 976. 977. 978. 979. 980. 981. 982. 983. 984. 985. 986. 987. 988. 989. 990. 991. 992. 993. 994. 995. 996. 997. 998. 999. 1000.

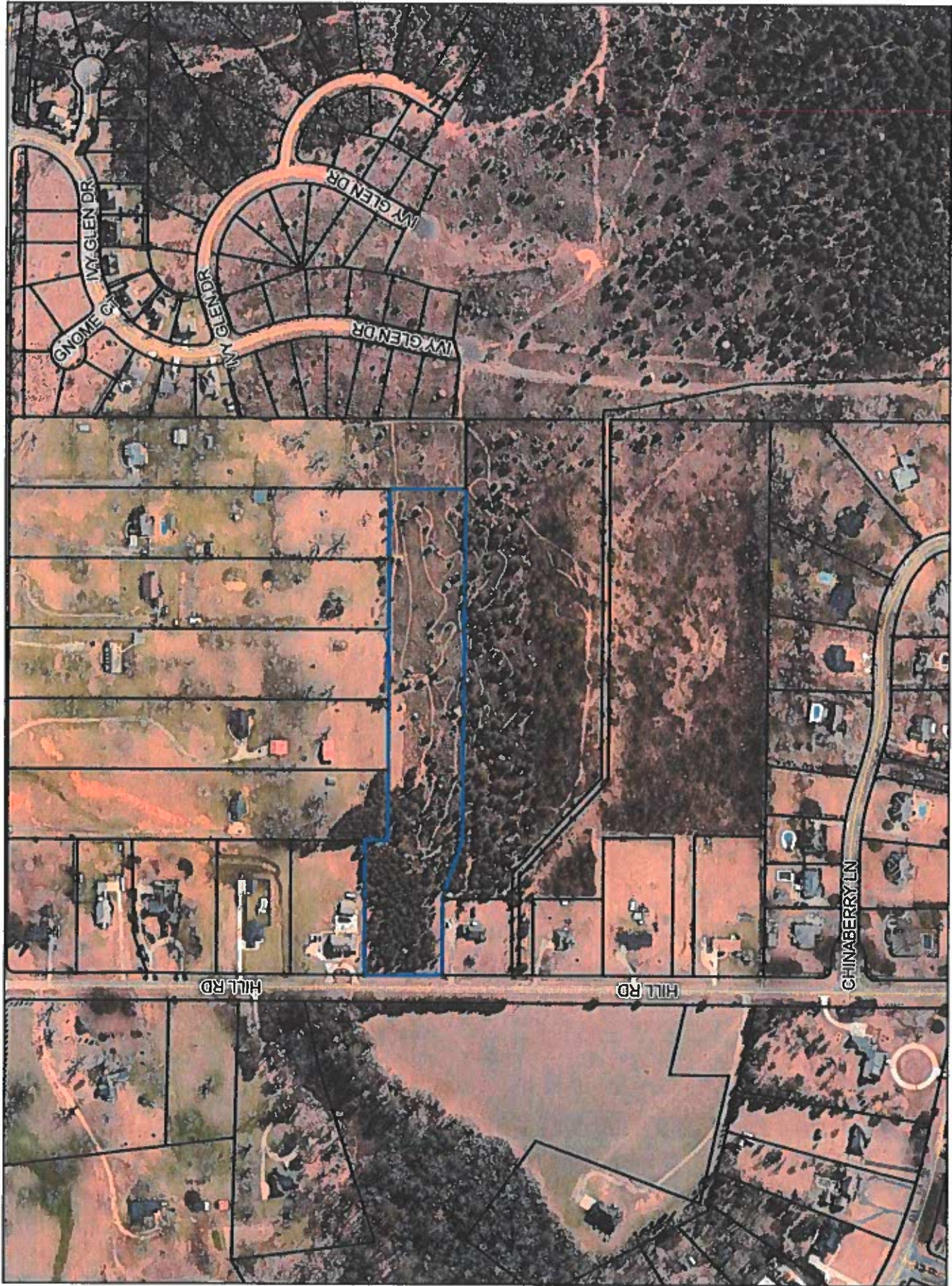
FOR THE DISTRICT OF W. 10
 U.S. (HOUSTON) 401
 (PER 6.1.20.199)



ANNEXATION AND REZONING PLAT OF
TRACT "B"
FOR
WCH HOMES

| | |
|-----------|-----------|
| COUNTY: | HOUSTON |
| DISTRICT: | 13TH |
| LAND LOT: | 189 |
| DATE: | 1/11/2021 |
| SCALE: | 1" = 100' |
| JOB NO. | 0674-010 |

M. J. Leod
SURVEYING
 10111 Hill Street
 P.O. Box 21094
 Houston, Texas 77210
 (713) 254-7070
 (713) 254-7072
 WWW.MJLEODSURVEYING.COM



MY GLEN DR

MY GLEN DR

GNOME CT

MY GLEN DR

MY GLEN DR

HILL RD

HILL RD

CHINABERRY LN



Where Georgia comes together.

Application # _____

Application for Annexation

Contact Community Development (478) 988-2720

Applicant/Owner Information

*Indicates Required Field

| | Applicant | Property Owner |
|----------|---|---|
| *Name | N&D Development LLC | N&D Development LLC |
| *Title | President | Natavar Patel |
| *Address | 104 Madison North Drive Macon, GA 31220 | 104 Madison North Drive Macon, GA 31220 |
| *Phone | 478-972-8288 | 478-972-8288 |
| *Email | natavarpatel@yahoo.com | natavarpatel@yahoo.com |

Property Information

| | |
|-----------------------------|--|
| *Street Address or Location | 111 Hill Road |
| *Tax Map #(s) | 000580 034000 |
| *Legal Description | <p>A. Provide a copy of the deed as recorded in the County Courthouse, or a metes and bounds description of the land if a deed is not available;</p> <p>B. Provide a survey plat of the property and/or a proposed site plan;</p> <p>C. For Annexation, a survey must be tied to the Georgia Planes Coordinate System.</p> |

Request

| | | | |
|---|-----|--------------------------------|-----|
| *Current County Zoning District | RAG | *Proposed City Zoning District | R2a |
| *Please describe the existing and proposed use of the property | | | |
| Existing land is sparsely wooded and mostly grassland. An approximately 1.16 acre residential parcel adjacent Hill Road will be broken out of the 7.12 acre property. The 1.16 acre parcel will remain within Houston County, the remainder (5.96 acres) of the property is to be zoned R2a and joined to a 25 acre parcel to the south for use as a residential subdivision. | | | |

Instructions

- The application and fee (made payable to the City of Perry) must be received by the Community Development Office no later than 4:30 pm on the date reflected on the attached schedule.
- Fees:
 - Residential - \$137.00 plus \$16.00/acre (maximum \$1,650.00)
 - Planned Development - \$158.00 plus \$16.00/acre (maximum \$2,900.00)
 - Commercial/Industrial - \$240.00 plus \$22.00/acre (maximum \$3,100.00)
- The applicant/owner must respond to the 'standards' on page 2 of this application (you must answer 'why' you believe the requested zoning classification meets these standards). See Sections 2-2 and 2-3.1 of the Land Management Ordinance for more information. You may include additional pages when addressing the standards.
- The staff will review the application to verify that all required information has been submitted. The staff will contact the applicant with a list of any deficiencies which must be corrected prior to placing the application on the planning commission agenda.
- Annexation applications require an informational hearing before the planning commission and a public hearing before City Council. The property must be posted at least 15 days prior to the scheduled hearing dates.
- The applicant must be present at the hearings to present the application and answer questions that may arise.
- Campaign Notice required by O.C.G.A. Section 36-67A-3: Within the past two years, have you, the applicant, made either campaign contributions and/or gifts totaling \$250.00 or more to a local government official? Yes ___ No ___
If yes, please complete and submit the attached Disclosure Form.

8. The applicant and property owner affirm that all information submitted with this application, including any/all supplemental information, is true and correct to the best of their knowledge and they have provided full disclosure of the relevant facts.

9. Signatures:

| | | | |
|----------------------------------|--------------------|-------|----------|
| *Applicant | <i>[Signature]</i> | *Date | 07-13-21 |
| *Property Owner/Authorized Agent | <i>[Signature]</i> | *Date | 07-13-21 |

Standards for Granting a Zoning Classification

1. Are there covenants and restrictions pertaining to the property which would preclude the uses permitted in the proposed zoning district?
2. Describe how uses permitted in the proposed zoning district are compatible with the uses and development of surrounding properties.
3. Describe why the proposed zoning district will not adversely impact the use of surrounding properties.
4. Describe how the proposed zoning district is consistent with the Comprehensive Plan.
5. Describe how the proposed zoning district will not cause an excessive burden upon existing public facilities and services.
6. Describe any other existing or changing conditions affecting the use and development of the subject property which support approval of the requested zoning district.

Revised 7/17/20

For Office Use (receipt code 204.1)

| | | | | | |
|---------------------|--------------|----------------------|------------------------|------------------------|---------------------|
| Date received | Fee paid | Date deemed complete | Public Notice Sign | Legal Ad | County Notification |
| Notice to Applicant | Routed to PC | Date of PC | Date of Public Hearing | Date of Council action | Notice of action |

January 12, 2021

Mr. Bryan Wood
Community Development Director
City of Perry
741 Main Street
Perry, Ga 31069
478-988-2720
bryan.wood@perry-ga.gov

**Subject: Application for Annexation
111 Hill Road
000580 034000**

Dear Mr. Wood,

Please see attached application and conceptual plan for annexation for ±5.96 acres located at 111 Hill Road. Below is the Standards for Granting a Zoning Classification (Page 2 of application).

1. There are no covenants or restrictions pertaining to the property which would preclude the uses permitted in the proposed zoning district.
2. The property is bounded by RAG Houston County and R1 City of Perry zoned property. Only on the south side does the property abut a lot without an existing home.
3. The surrounding lots except the adjacent southern 25 acre parcel are developed home lots.
4. The Comprehensive Plan designates the area for residential use.
5. ±5.96 acres of the property is planned to be combined with a larger parcel adjacent to the south side. The property would be served by an existing sanitary sewer pump station (ChInaberry pump station) to the southeast of the property. This planned development is within one mile of the new Tucker Road water plant.
6. The property has sat dormant since before it was sold in 1999 and was subsequently sold again in 2006. It is of public benefit to develop the property for its intended residential use.

We would like to be placed on the next available agenda for the Perry Planning Commission. Please let me know if you have any question or concerns.

Thank you,

Russell Wheeler, P.E.
Project Manager
Triple Point Engineering.



Doc ID: 008427310001 Type: GLR
Filed: 08/04/2008 at 02:27:40 PM
Fee Amt: \$94.00 Page 1 of 1
Transfer Tax: \$84.00
Houston, Ga. Clerk Superior Court
Carolyn V. Sullivan Clerk
BK 3946 PG 89

2008070637

Return To: 11502
ROBERT ABNEY FRICKS
239-B SMITHVILLE CHURCH RD.
WARNER ROBINS, GA 31088

STATE OF GEORGIA
COUNTY OF HOUSTON

Warranty Deed

THIS INDENTURE, made and entered into this 21st day of July, 2008, by and between DEBORAH M. LYNN, of Houston County, State of Georgia, as party or parties of the first part, hereinafter referred to as "Grantor" and N&D DEVELOPMENT, LLC, of Houston County, State of Georgia as party or parties of the second part, hereinafter referred to as "Grantee" (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that Grantor, for and in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration in hand paid at and before the sealing and delivery of these presents, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto said Grantee the hereinafter described property, to wit:

All that tract or parcel of land situate, lying and being in Land Lot 189 of the Thirteenth Land District of Houston County, Georgia, and being known and designated as Parcel 12 containing 7.119 acres as shown on a plat of survey prepared by Lee R. Jones, Registered Land Surveyor Number 2680, dated February 16, 1999 and recorded in Map Book 53, Page 193, Clerk's Office, Houston Superior Court.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in FEE SIMPLE.

AND THE SAID GRANTOR will warrant and forever defend the right and title to the above-described property unto the said Grantee against the claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

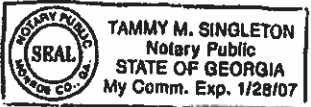
Signed, Sealed and Delivered in the presence of:

DEBORAH M. LYNN
GRANTOR

GRANTOR

Witness

NOTARY PUBLIC





Overview



Legend

-  Parcels
-  Roads

Date created: 5/3/2021
Last Data Uploaded: 5/3/2021 6:04:16 AM

Developed by  **Schneider**
Geospatial

Summary

Parcel Number 090460 035000
 Location Address 125 HILL RD
 Legal Description 25.519 ACRES LL 189 13TH LD
 (Note: Not to be used on legal documents)
 Class RS-Residential
 Zoning R1
 Tax District Perry (District 2)
 Millage Rate 37.34
 Acres 25.52
 Homestead Exemption No (50)
 Landlord/District 189 / 13

View Map

OWNER

N&D DEVELOPMENT LLC
 144 ASHFORD TRACE LANE
 MACON, GA 31210

Rural Land

| Type | Description | Calculation Method | Soil Productivity | Acres |
|------|---------------|--------------------|-------------------|-------|
| RUR | Small Parcels | Rural | 1 | 25.52 |

Sales

| Sale Date | Deed Book / Page | Plat Book / Page | Sale Price | Reason | Grantor | Grantee |
|------------|------------------|------------------|------------|---|-------------------------------|----------------------------|
| 7/24/2006 | 3948 271 | 57 18 | \$375,000 | Land market sale | MEDUN DENISE MORGAN | N&D DEVELOPMENT LLC |
| 3/24/2006 | 3934 164 | 57 18 | \$0 | Quit claim deed or divorce settlement | MEDUN DAVID | MEDUN DENISE MORGAN |
| 12/29/2005 | 3699 219 | 57 18 | \$260,000 | Land market sale | TSG CONSTRUCTION LLC | MEDUN DAVID |
| 11/20/2002 | 2323 170 | 57 18 | \$0 | Quit claim deed or divorce settlement | CAMPBELL ROOFING | TSG CONSTRUCTION LLC |
| 11/20/2002 | 2323 166 | 57 18 | \$131,300 | Land market sale | CAMPBELL ERIC D & VALLIERE | TSG CONSTRUCTION LLC |
| 4/24/2002 | 2098 2 | 57 18 | \$0 | Quit claim deed or divorce settlement | STOKELING STEVE | CAMPBELL ERIC D & VALLIERE |
| 10/9/2001 | 2092 352 | 57 18 | \$130,000 | Land market sale | SAE PROPERTIES LLC | CAMPBELL ERIC D & VALLIERE |
| 10/9/2001 | 2005 130 | | \$0 | Court, government, or public utility | CIVIL #2001-V-71208L | STOKELING STEVE |
| 6/7/2001 | 1781 148 | 57 18 | \$0 | Related or corporate affiliate | STOKELING STEVE | SAE PROPERTIES LLC |
| 1/12/2001 | 1660 246 | 57 18 | \$78,879 | Land market sale | DUFFELL GORDON & RICHARD S JR | STOKELING STEVE |
| 3/1/1988 | 799 364 | 2 172 | \$0 | Partial interest or land contract | BROOKS ELIZABETH | DUFFELL GORDON ETAL |
| 3/1/1988 | 799 363 | 2 172 | \$0 | Partial interest or land contract | ELIS BARBARA | DUFFELL GORDON ETAL |
| 8/16/1983 | 639 184 | 2 172 | \$0 | Settling an estate or to satisfy debt or wishes | DUFFELL RICHARD S SR ESTATE | DUFFELL GORDON ETAL |

Valuation

| | 2021 | 2020 | 2019 | 2018 | 2017 |
|---------------------|-----------|-----------|-----------|-----------|-----------|
| Previous Value | \$152,800 | \$152,800 | \$152,800 | \$152,800 | \$152,800 |
| Land Value | \$254,600 | \$152,800 | \$152,800 | \$152,800 | \$152,800 |
| + Improvement Value | \$0 | \$0 | \$0 | \$0 | \$0 |
| + Accessory Value | \$0 | \$0 | \$0 | \$0 | \$0 |
| = Current Value | \$254,600 | \$152,800 | \$152,800 | \$152,800 | \$152,800 |

ORDINANCE

THE COUNCIL OF THE CITY OF PERRY HEREBY ORDAINS that the zoning is changed from City of Perry R-1, Single-family Residential District to City of Perry R-2A, Single-family Residential District and the city's zoning map is amended accordingly relative to property of **N&D DEVELOPMENT, LLC**, described as follows:

All that tract or parcel of land situate, lying and being in Land Lot 189 of the Thirteenth (13th) Land District of Houston County, Georgia, being 26.293 acres more or less as shown on a plat of survey prepared by Lee R. Jones, Registered Land Surveyor No. 2680, dated August 26, 2000 and recorded in Map Book 57, Page 18, Clerk's Office, Houston Superior Court. Said plat and the recorded copy thereof are incorporated by reference for all purposes.

LESS AND EXCEPT: All that tract or parcel of land situate lying and being in Land Lot 189 of the 13th Land District of Houston County, Georgia shown as "20' UTILITY EASEMENT" on page 167 of a plat of survey prepared by Michael L. Clarke, Registered Land Surveyor No. 2865, dated October 10, 2007 and recorded in Plat Book 69, Pages 166-167, Clerk's Office, Houston Superior Court. Said plat and the recorded copy thereof are hereby made a part of this description by reference thereto.

Tax Map Parcel No. 0P0480 035000

SO ENACTED this 1st day of June, 2021.

CITY OF PERRY, GEORGIA

BY: _____
RANDALL WALKER, Mayor

ATTEST: _____
ANNIE WARREN, City Clerk

1st Reading: May 18, 2021

2nd Reading: June 1, 2021



Where Georgia comes together.

STAFF REPORT

February 17, 2021

Updated March 22, 2021

CASE NUMBER: RZNE-189-2020
APPLICANT: N & D Development, LLC
REQUEST: Rezone from R-1 to R-3
LOCATION: 125 Hill Road; Tax Map No. 0P0480 035000

ADJACENT ZONING/LANDUSES:

Subject Parcel: R-1, Single-family Residential District; undeveloped
North: RAG (County); undeveloped (requested annexation and R-3 zoning)
South: R-1, Single-family Residential District; Single-family residences
East: R-2, Two-family Residential District; undeveloped (planned for additional phases of Ivy Glen Subdivision)
West: R-1 (City) and RAG (County); Single-family residences

BACKGROUND INFORMATION: The applicant is requesting this 25.52-acre parcel be zoned R-3, Multi-family Residential District, for the development of a single-family residential subdivision. In order to create a transition from abutting existing lots (zoned R-1, R-2, R-2A or R-3) to smaller lots in a new subdivision, Section 5-1.1(A) of the Land Management Ordinance requires the size of abutting lots in the new subdivision be increased. In this case, the minimum lot size of perimeter lots on the west and south boundaries will be required to be at least 18,000 square feet. This is twice the minimum lot size in the R-3 zone, and 3,000 square feet larger than the minimum lot size in the R-1 zone.

Update: During the informational hearing for this application on February 22, 2021, the City was reminded of two conditions placed on the annexation of the subject property in 2001. Staff indicated at the February meeting that the two conditions do not impact a recommendation/decision on the zoning of the property. However, the Commission postponed action on the application. Following a review by the City Attorney, staff offers the following response regarding these two conditions:

- 1. Condition No. 2: An adequate buffer/drainage right-of way bordering Old Plantation [now China Berry] Subdivision shall be conveyed to the City by fee simple title or dedicated easements.*

This condition is not enforceable as written because it is vague and does not quantify an "adequate" buffer. This condition, standing alone, is not based on any ascertainable standard.

- 2. Condition No. 3: No holding pond or ponds or water retention areas shall be placed on the annexed property.*

When this condition was placed on the annexation ordinance in 2001 the City of Perry had no requirements or standards for addressing stormwater runoff created by new developments. Since then, the City has adopted

stormwater design standards as part of a requirement under its NPDES permit from the Georgia Environmental Protection Division. These standards require the retention or detention of the additional stormwater created by a development, and direct how it can be released. Stormwater retention/detention ponds are now required, following the City ordinance based on State of Georgia requirements, and are typically installed on property under the control of the developer. "Water retention areas" is not defined anywhere, and as written, this condition would preclude even sub-surface detention. All development, even with the current zoning of R-1, is precluded if this condition is enforced. The condition is overly broad, and it could effectively prevent any beneficial use of the property under existing state requirements governing runoff, a condition any court is likely to determine constitutes a taking of the owner's right to beneficial use of its property.

STANDARDS GOVERNING ZONE CHANGES:

- 1. The suitability of the subject property for the zoned purposes.** The property is suitable for residential development.
- 2. The extent to which the property values of the subject property are diminished by the particular zoning restrictions.** The R-1 zoning classification requires a larger minimum lot size than does the R-3 classification, causing a reduction in the number of lots which can be developed. Development under the R-1 classification may not be economically feasible given current property prices and development costs.
- 3. The extent to which the destruction of property values of the subject property promotes the health, safety, morals or general welfare of the public.** The use of the property for single-family residential development, whether developed under the provisions of R-1 or R-3, does not have a significant impact on the health, safety, morals or general welfare of the public.
- 4. The relative gain to the public as compared to the hardship imposed upon the individual property owner.** There does not appear to be any gain for the public by limited the density of the subject property to that of the R-1 district. While the R-3 district allows about 35% more lots than would be allowed in the R-1 district, the use remains single-family residential.
- 5. Whether the subject property has a reasonable economic use as currently zoned.** It appears that current market conditions – land costs, development costs, and going sales prices of houses – require the requested higher density to afford a reasonable economic use of the property.
- 6. The length of time the property has been vacant as zoned considered in the context of land development in the area in the vicinity of the property.** The subject property has never been developed, although adjacent and nearby properties have been developed as single-family subdivisions in a range of lot sizes and price points.
- 7. Whether the proposed rezoning will be a use that is suitable in view of the uses and development of adjacent and nearby property.** The R-3 zoning classification permits single- and multi-family residential uses. Surrounding properties consist of single-family residential development on lots sized from 0.75 acre to about 2.5 acres. Single-family residential use of the subject property is consistent with the use of surrounding properties.
- 8. Whether the proposed rezoning will adversely affect the existing use or usability of adjacent or nearby property.** Single-family residential use should not adversely impact the residential use of surrounding properties. As noted in the background information above, lot sizes along the perimeter of the proposed subdivision will create a transition from existing large lots to smaller lots in the proposed subdivision.
- 9. Whether the zoning proposal is in conformity with the policies and intent of the land use plan.** The subject property is located in the "Gateway Corridor" character area in the 2017 Joint Comprehensive Plan

Update. This portion of the "Gateway Corridor" was identified as a future phase of Perry Parkway. However, due to the existence of several existing subdivisions in its path, it is unlikely that Perry Parkway would be extended in the path identified in this plan. Aside from the "Gateway Corridor" identification, the subject property would be located in the "Suburban Residential" character area identified for surrounding properties. The proposed R-3 zoning classification is consistent with "Suburban Residential" suggested land uses of residential, public/institutional, and parks/recreation.

10. Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools. City water and sanitary sewerage is available at the site. Hill Road is identified as a collector street which should accommodate additional traffic. Additional households will increase demand for schools in the area.
11. Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal. Houston County in general and Perry in particular, continue to see a strong demand for additional residential development.

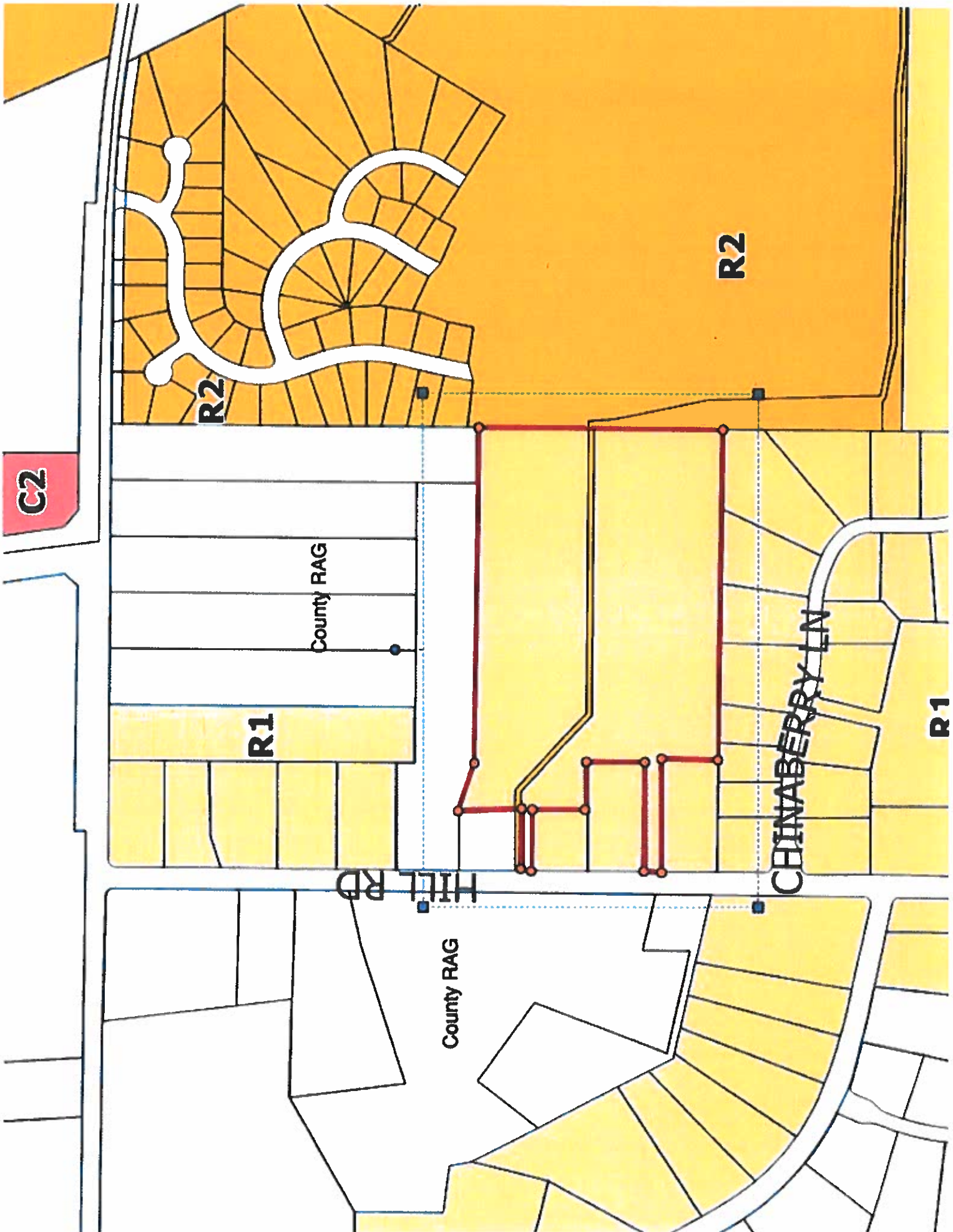
STAFF RECOMMENDATION: Staff recommends approval of the application to annex and rezone to R-3, Multi-family Residential District, with the condition that development of the property be limited to single-family detached residential use.

PLANNING COMMISSION RECOMMENDATION: The Planning Commission recommends approval of the request, with condition that multi-family uses shall not be developed on the property. denial of the rezoning request.


Eric Z. Edwards, Chairman of the Planning Commission

4/13/21
Date





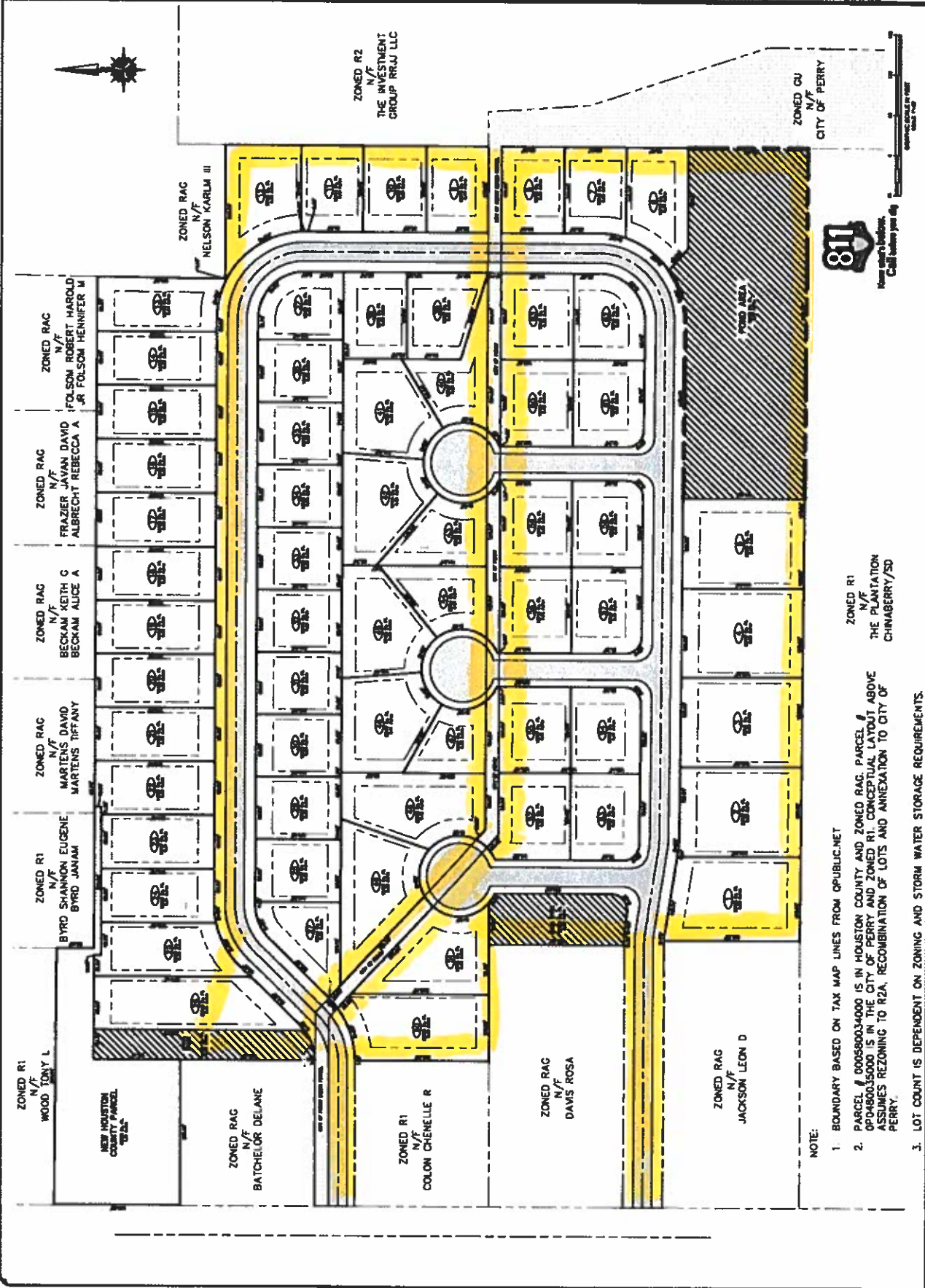
| | |
|----------------------|------|
| NO. OF LOTS | 12 |
| NO. OF ACRES | 1.25 |
| NO. OF BLOCKS | 1 |
| NO. OF PHASES | 1 |
| NO. OF SUBDIVISIONS | 1 |
| NO. OF TRACTS | 1 |
| NO. OF PARCELS | 1 |
| NO. OF UNITS | 12 |
| NO. OF BUILDINGS | 12 |
| NO. OF STORIES | 1 |
| NO. OF FLOORS | 1 |
| NO. OF ROOMS | 12 |
| NO. OF BATHS | 12 |
| NO. OF KITCHENS | 12 |
| NO. OF LIVING AREAS | 12 |
| NO. OF BEDROOMS | 12 |
| NO. OF GARAGES | 12 |
| NO. OF DRIVEWAYS | 12 |
| NO. OF PORCHES | 12 |
| NO. OF PATIOS | 12 |
| NO. OF TERRACES | 12 |
| NO. OF BALCONIES | 12 |
| NO. OF STAIRS | 12 |
| NO. OF ELEVATORS | 12 |
| NO. OF HALLWAYS | 12 |
| NO. OF CLOSETS | 12 |
| NO. OF CRAWL SPACES | 12 |
| NO. OF FOUNDATIONS | 12 |
| NO. OF ROOFS | 12 |
| NO. OF WALLS | 12 |
| NO. OF FLOORS | 12 |
| NO. OF CEILING | 12 |
| NO. OF FLOORING | 12 |
| NO. OF PAINTING | 12 |
| NO. OF CARPENTRY | 12 |
| NO. OF ELECTRICAL | 12 |
| NO. OF PLUMBING | 12 |
| NO. OF MECHANICAL | 12 |
| NO. OF INSULATION | 12 |
| NO. OF GLASS | 12 |
| NO. OF METAL | 12 |
| NO. OF WOOD | 12 |
| NO. OF CONCRETE | 12 |
| NO. OF BRICK | 12 |
| NO. OF STONE | 12 |
| NO. OF TILE | 12 |
| NO. OF MARBLE | 12 |
| NO. OF GRANITE | 12 |
| NO. OF SLATE | 12 |
| NO. OF CEMENT | 12 |
| NO. OF GYPSUM | 12 |
| NO. OF PLASTER | 12 |
| NO. OF STUCCO | 12 |
| NO. OF SHEETROCK | 12 |
| NO. OF DRYWALL | 12 |
| NO. OF JOIST | 12 |
| NO. OF RAFTER | 12 |
| NO. OF TRUSS | 12 |
| NO. OF BEAM | 12 |
| NO. OF COLUMN | 12 |
| NO. OF WALL | 12 |
| NO. OF FLOOR | 12 |
| NO. OF CEILING | 12 |
| NO. OF ROOF | 12 |
| NO. OF GROUND | 12 |
| NO. OF AIR | 12 |
| NO. OF WATER | 12 |
| NO. OF SEWER | 12 |
| NO. OF SLOPE | 12 |
| NO. OF DRAINAGE | 12 |
| NO. OF EROSION | 12 |
| NO. OF RETENTION | 12 |
| NO. OF STABILIZATION | 12 |
| NO. OF REINFORCEMENT | 12 |
| NO. OF ANCHORAGE | 12 |
| NO. OF BRACING | 12 |
| NO. OF SHORING | 12 |
| NO. OF FORMWORK | 12 |
| NO. OF CURBING | 12 |
| NO. OF FINISHING | 12 |
| NO. OF CLEANING | 12 |
| NO. OF PROTECTING | 12 |
| NO. OF DEMOLITION | 12 |
| NO. OF DISPOSAL | 12 |
| NO. OF RECYCLING | 12 |
| NO. OF RESTORATION | 12 |
| NO. OF REPAIR | 12 |
| NO. OF MAINTENANCE | 12 |
| NO. OF INSPECTION | 12 |
| NO. OF TESTING | 12 |
| NO. OF RECORDING | 12 |
| NO. OF ARCHIVING | 12 |
| NO. OF INDEXING | 12 |
| NO. OF SEARCHING | 12 |
| NO. OF RETRIEVING | 12 |
| NO. OF UPDATING | 12 |
| NO. OF DELETING | 12 |
| NO. OF ARCHIVING | 12 |
| NO. OF INDEXING | 12 |
| NO. OF SEARCHING | 12 |
| NO. OF RETRIEVING | 12 |
| NO. OF UPDATING | 12 |
| NO. OF DELETING | 12 |

TRIPLE POINT ENGINEERING
 8222 Reynolds Drive • Suite 101 • Houston, Texas 77061
 Phone: 281.483.8770 • Fax: 281.483.8770 • www.triplepoint.com

WINGATE SUBDIVISION
 125 HILL ROAD
 FOR
 WINGATE CUSTOM HOMES
 817 HIGHWAY 247 S. UNIT 10

CONCEPTUAL LAYOUT
 FOR CONSTRUCTION

C1.0



- NOTE:
- BOUNDARY BASED ON TAX MAP LINES FROM OFPUBLIC.NET
 - PARCEL # 000580034000 IS IN HOUSTON COUNTY AND ZONED RAC. PARCEL # 000580035000 IS IN THE CITY OF PERRY AND ZONED R1. CONCEPTUAL LAYOUT ABOVE ASSUMES REZONING TO R2A. RECOMBINATION OF LOTS AND ANNEXATION TO CITY OF PERRY.
 - LOT COUNT IS DEPENDENT ON ZONING AND STORM WATER STORAGE REQUIREMENTS.

Revised



Where Georgia comes together.

Application # RZNE-189-2020

Application for Rezoning
Contact Community Development (478) 988-2720

Applicant/Owner Information

| *Indicates Required Field | | Applicant | Property Owner |
|----------------------------------|--|---|---|
| *Name | | N&D Development LLC | N&D Development LLC |
| *Title | | President | Natavar Patel |
| *Address | | 104 Madison North Drive Macon, GA 31220 | 104 Madison North Drive Macon, GA 31220 |
| *Phone | | 478-972-8288 | 478-972-8288 |
| *Email | | natavarpatel@yahoo.com | natavarpatel@yahoo.com |

Property Information

| | |
|------------------------------------|--|
| *Street Address or Location | 125 Hill Road |
| *Tax Map #(s) | 0P0480 035000 |
| *Legal Description | <p>A. Provide a copy of the deed as recorded in the County Courthouse, or a metes and bounds description of the land if a deed is not available;</p> <p>B. Provide a survey plat of the property and/or a proposed site plan;</p> <p>C. For Annexation, a survey must be tied to the Georgia Planes Coordinate System.</p> |

Request


| | | | |
|---|-----|--|------|
| *Current Zoning District | R-1 | *Proposed Zoning District | R-2A |
| *Please describe the existing and proposed use of the property | | Existing land is sparsely wooded and mostly grassland. The proposed use is higher density residential subdivision. | |

Instructions

- The application and fee (made payable to the City of Perry) must be received by the Community Development Office no later than 4:30 pm on the date reflected on the attached schedule.
- Fees:
 - Residential - \$137.00 plus \$16.00/acre (maximum \$1,650.00)
 - Planned Development - \$158.00 plus \$16.00/acre (maximum \$2,900.00)
 - Commercial/Industrial - \$240.00 plus \$22.00/acre (maximum \$3,100.00)
- The applicant/owner must respond to the 'standards' on page 2 of this application (you must answer 'why' you believe the application meets the tests for granting the rezoning). See Sections 2-2 and 2-3.1 of the Land Management Ordinance for more information. You may include additional pages when addressing the standards.
- The staff will review the application to verify that all required information has been submitted. The staff will contact the applicant with a list of any deficiencies which must be corrected prior to placing the application on the planning commission agenda.
- Rezoning applications require an informational hearing before the planning commission and a public hearing before City Council. The property must be posted at least 15 days prior to the scheduled hearing dates.
- An application for rezoning affecting the same parcel shall not be submitted more often than once every six months.
- The applicant must be present at the hearings to present the application and answer questions that may arise.
- Campaign Notice required by O.C.G.A. Section 36-67A-3: Within the past two years, have you, the applicant, made either campaign contributions and/or gifts totaling \$250.00 or more to a local government official? Yes ___ No ___
If yes, please complete and submit the attached Disclosure Form.

9. The applicant and property owner affirm that all information submitted with this application, including any/all supplemental information, is true and correct to the best of their knowledge and they have provided full disclosure of the relevant facts.

10. Signatures:

| | | | |
|----------------------------------|---|------|--------|
| *Applicant |  | Date | 3/3/21 |
| *Property Owner/Authorized Agent | Net Patel | Date | 3/3/21 |

Standards for Granting a Rezoning

1. Are there covenants and restrictions pertaining to the property which would preclude the uses permitted in the proposed zoning district?
2. Describe the existing land uses and zoning classifications of surrounding properties.
3. Describe the suitability of the subject property for use as currently zoned.
4. Describe the extent to which the value of the subject property is diminished by the current zoning designation.
5. Describe the extent to which the diminished property value promotes health, safety, morals, and general welfare of the public.
6. Describe the relative gain to the public compared to any hardship imposed on the property owner.
7. Describe how the subject property has no reasonable economic use as currently zoned.
8. How long has the subject property been vacant as currently zoned, considering development in the vicinity?
9. Describe how uses permitted in the proposed zoning district are compatible with the uses and development of surrounding properties.
10. Describe why the proposed zoning district will not adversely impact the use of surrounding properties.
11. Describe how the proposed zoning district is consistent with the Comprehensive Plan.
12. Describe how the proposed zoning district will not cause an excessive burden upon existing public facilities and services.
13. Describe any other existing or changing conditions affecting the use and development of the subject property which support approval of the requested zoning district.

May 03, 2021

Mr. Bryan Wood
Community Development Director
City of Perry
741 Main Street
Perry, Ga 31069
478-988-2720
bryan.wood@perry-ga.gov

**Subject: Application for Rezoning
125 Hill Road
0P0480 035000**

Dear Mr. Wood,

Please see attached application and conceptual plan for annexation for 25.52 acres located at 125 Hill Road. Below is the Standards for Granting a Rezoning (Page 2 of application).

1. There are no covenants or restrictions pertaining to the property which would preclude the uses permitted in the proposed zoning district.
2. All surrounding properties are zoned residential. The property adjacent the north side of the property is within Houston County and is zoned RAG. The east side of the property is adjacent a mostly grassed field that is zoned R-2 as the future phase of Ivey Glen subdivision. The south and west sides abut R-1 properties with existing homes.
3. This property has suitable topography for development as a residential subdivision and has access to public utilities
4. The property has been zoned as R1 and has been sold 5 times since 1983. The property has sat dormant without fulfilling its intended use since 1983.
5. The diminished value of the land as R1 property in an unused state serves no purpose toward the general welfare of the citizens of the City of Perry provides no opportunity for housing or the expansion of the City of Perry tax base for the goods and services provided.
6. Rezoning to R-2A would provide the public with access to more housing choices in the Hill Road area.
7. The project has been repeatedly sold and undeveloped since 1983.

8. The property has been undeveloped since 1983
9. The surrounding properties are all residential, the proposed R-2A zoning will allow a smaller lot option for home buyers. As the needs of the homeowners change the inhabitants of these houses provide future buyers for surrounding larger lot homes and properties.
10. The use is complimentary. The land use matches the surrounding uses with only a smaller footprint.
11. The Comprehensive Plan lists the area as future town commercial however, the area is currently developed residential.
12. The property would be served by an existing sanitary sewer pump station (Chinaberry pump station) to the southeast of the property. This planned development is within one mile of the new Tucker Road water plant. Hill Road intersects with Tucker Road and Main Street and is within a half mile of Perry Parkway.
13. The proposed development will provide a greater mix of choices for residential buyers and has the potential to draw more development to the east side.

We would like to be placed on the next available agenda for the Perry Planning Commission. Please let me know if you have any question or concerns.

Thank you,

Russell R. Wheeler

Russell Wheeler, P.E.

Project Manager

Triple Point Engineering.



Overview



Legend

-  Parcels
-  Roads

Data created: 5/3/2021
Last Data Uploaded: 5/3/2021 6:04:16 AM

Developed by  **Schneider**

Summary

Parcel Number: 0P0480035000
 Location Address: 125 HILL RD
 Legal Description: 25.519 ACRES LL 189 13TH LD
 (Note: Not to be used on legal documents)
 Class: R5-Residential
 Zoning: R1
 Tax District: Perry (District 2)
 Millage Rate: 37.34
 Acres: 25.52
 Homestead Exemption: No (\$0)
 Landlot/District: 189 / 13

View Map

Owner

NEO DEVELOPMENT LLC
 344 ASHFORD TRACE LANE
 MACON, GA 31220

Rural Land

| Type | Description | Calculation Method | Soil Productivity | Acres |
|------|---------------|--------------------|-------------------|-------|
| RUR | Small Parcels | Rural | 1 | 25.52 |

Sales

| Sale Date | Deed Book / Page | Plat Book / Page | Sale Price | Reason | Grantor | Grantee |
|------------|------------------|------------------|------------|---|-------------------------------|----------------------------|
| 7/24/2006 | 3948 291 | 57 18 | \$375,000 | Land market sale | MEDLIN DENISE MORGAN | NEO DEVELOPMENT LLC |
| 3/24/2006 | 3934 164 | 57 18 | \$0 | Quit claim deed or divorce settlement | MEDLIN DAVID | MEDLIN DENISE MORGAN |
| 12/29/2005 | 3699 219 | 57 18 | \$240,000 | Land market sale | TSG CONSTRUCTION LLC | MEDLIN DAVID |
| 11/20/2002 | 2323 170 | 57 18 | \$0 | Quit claim deed or divorce settlement | CAMPBELL ROOFING | TSG CONSTRUCTION LLC |
| 11/20/2002 | 2323 166 | 57 18 | \$131,300 | Land market sale | CAMPBELL ERIC D & VALLIERE | TSG CONSTRUCTION LLC |
| 4/24/2002 | 2093 2 | 57 18 | \$0 | Quit claim deed or divorce settlement | STOKELING STEVE | CAMPBELL ERIC D & VALLIERE |
| 10/9/2001 | 2092 352 | 57 18 | \$130,000 | Land market sale | SAE PROPERTIES LLC | CAMPBELL ERIC D & VALLIERE |
| 10/9/2001 | 2005 190 | 57 18 | \$0 | Court, government, or public utility | CIVIL #2001-4-712081 | STOKELING STEVE |
| 6/7/2001 | 1781 148 | 57 18 | \$0 | Relaxed or corporate affiliate | STOKELING STEVE | SAE PROPERTIES LLC |
| 1/12/2001 | 1460 246 | 57 18 | \$78,879 | Land market sale | DUFFELL GORDON & RICHARD S JR | STOKELING STEVE |
| 3/7/1988 | 799 364 | 2 172 | \$0 | Partial interest or land contract | BROOKS ELIZABETH | DUFFELL GORDON ETAL |
| 3/2/1988 | 799 363 | 2 172 | \$0 | Partial interest or land contract | ELLIS BARBARA | DUFFELL GORDON ETAL |
| 8/16/1983 | 639 184 | 2 172 | \$0 | Settling an estate or to satisfy debt or wishes | DUFFELL RICHARD S SR ESTATE | DUFFELL GORDON ETAL |

Valuation

| | 2021 | 2020 | 2019 | 2018 | 2017 |
|---------------------|-----------|-----------|-----------|-----------|-----------|
| Previous Value | \$152,800 | \$152,800 | \$152,800 | \$152,800 | \$152,800 |
| Land Value | \$254,600 | \$152,800 | \$152,800 | \$152,800 | \$152,800 |
| + Improvement Value | \$0 | \$0 | \$0 | \$0 | \$0 |
| + Accessory Value | \$0 | \$0 | \$0 | \$0 | \$0 |
| = Current Value | \$254,600 | \$152,800 | \$152,800 | \$152,800 | \$152,800 |

RECEIVED

FEB 18 2021

CITY OF PERRY

PETITION AGAINST THE REQUEST TO REZONE

PROPERTY LOCATED ON HILL ROAD

125 Hill Road
Tax Parcel OP0480 035000

111 Hill Road
Tax Parcel 000580 034000

We, the undersigned, being the owners of property located in the vicinity of the property proposed for rezoning, do hereby object to the proposed rezoning request to rezone said property from R-1 / RAG to R-3 and respectfully request that the City of Perry Planning & Zoning Commission deny the pending request because the proposed rezoning would allow a denser zoning than the surrounding neighborhoods.

Hill Road would not support the traffic from the number of lots allowed by R-3 zoning which would cause undue traffic and congestion. In addition, the denser development would create water issues for the surrounding neighborhoods.

| PRINTED NAME | SIGNATURE | ADDRESS |
|---------------------------|------------------------|----------------------------|
| <u>STEVEN R. FRANKLIN</u> | <u>[Signature]</u> | <u>205 CHINABERRY LN</u> |
| <u>Nicole Franklin</u> | <u>[Signature]</u> | <u>205 Chinaberry Ln</u> |
| <u>Tony Arnold</u> | <u>[Signature]</u> | <u>210 Chinaberry Ln</u> |
| <u>Gean Cooper</u> | <u>[Signature]</u> | <u>212 Chinaberry Ln</u> |
| <u>[Signature]</u> | <u>Robin Leonard</u> | <u>209 Chinaberry Lane</u> |
| <u>Jeff Leonard</u> | <u>[Signature]</u> | <u>209 Chinaberry Ln</u> |
| <u>Kelly G Hillis</u> | <u>[Signature]</u> | <u>216 Chinaberry Ln</u> |
| <u>Carla W. Hillis</u> | <u>Carla W. Hillis</u> | <u>216 Chinaberry Ln</u> |
| <u>Keith Waites</u> | <u>[Signature]</u> | <u>208 Chinaberry Ln</u> |
| <u>Cindy Waites</u> | <u>Cindy Waites</u> | <u>208 Chinaberry Lane</u> |
| <u>[Signature]</u> | <u>[Signature]</u> | <u>208 Chinaberry Lane</u> |
| <u>Jeffery Jordan</u> | <u>[Signature]</u> | <u>102 Chinoberry Lane</u> |
| <u>CHRISTINE JORDAN</u> | <u>[Signature]</u> | <u>102 CHINABERRY LANE</u> |

RECEIVED

FEB 18 2021

CITY OF PERRY
Perry, GA

PRINTED NAME

SIGNATURE

ADDRESS

Logan Jordan

Logan Jordan

102 Chinaberry Lane

Jordan Thompson JACAR TERRY BLVD / 100 CHINABERRY LN

Cathy Thompson

Cathy Thompson

100 Chinaberry Lane

ASHLEY STANLEY

Ashley Staine

100 Chinaberry Ln

TIMOTHY J THOMPSON

Timothy J Thompson

104 CHINABERRY LN

ALLISON G THOMPSON

Allison G Thompson

104 CHINABERRY LN

JOHN D CHRISTY

John D. Christy

200 Chinaberry Ln

Marsha Christy

Marsha Christy

200 Chinaberry Lane

Lonnie Thomas

Lonnie Thomas

107 Chinaberry Ln

Carol Thomas

Carol Thomas

107 Chinaberry Ln

Steven Soisson

Steven Soisson

105 Chinaberry Ln

Steven Walker

Steven Walker

201 chinaberry Ln

Deborah Peebles

Deborah Peebles

201 Chinaberry Ln

Elizabeth T. Walker

Elizabeth Walker

201 Chinaberry Ln

Wesley Murch

Wesley Murch

103 Chinaberry Ln

Sheldon Murch

Sheldon Murch

103 Chinaberry Ln

RANDY LOGGINS

Randy Loggins

207 CHINABERRY LN.

LeAnn Tuggle

LeAnn Tuggle

204 Chinaberry Lane

Rob Tuggle

Rob Tuggle

204 Chinaberry Lane

Linda Watson

Linda Watson

202 Chinaberry Lane

Leon E. Watson

Leon E. Watson

202 Chinaberry Lane

Conquy Murch

Conquy Murch

214 Chinaberry Lane

RECEIVED

FEB 18 2021

CITY OF PERRY

PETITION AGAINST THE REQUEST TO REZONE

PROPERTY LOCATED ON HILL ROAD

125 Hill Road
Tax Parcel OP0480 035000

111 Hill Road
Tax Parcel 000580 034000

We, the undersigned, being the owners of property located in the vicinity of the property proposed for rezoning, do hereby object to the proposed rezoning request to rezone said property from R-1 / RAG to R-3 and respectfully request that the City of Perry Planning & Zoning Commission deny the pending request because the proposed rezoning would allow a denser zoning than the surrounding neighborhoods.

Hill Road would not support the traffic from the number of lots allowed by R-3 zoning which would cause undue traffic and congestion. In addition, the denser development would create water issues for the surrounding neighborhoods.

| PRINTED NAME | SIGNATURE | ADDRESS |
|-------------------------|--------------------|--------------------------------------|
| <u>DAVID J. MARTENS</u> | <u>[Signature]</u> | <u>2061 MAIN ST. Perry, GA</u> |
| <u>Tiffany Martens</u> | <u>[Signature]</u> | <u>2061 Main St, Perry, GA</u> |
| <u>ALICE BECKHAM</u> | <u>[Signature]</u> | <u>2071 MAIN ST, PERRY, GA</u> |
| <u>Heath Beckham</u> | <u>[Signature]</u> | <u>2071 Main St Perry, GA</u> |
| <u>Shannon Byrd</u> | <u>[Signature]</u> | <u>2051 Main St Perry, GA</u> |
| <u>Jana Byrd</u> | <u>[Signature]</u> | <u>2051 Main St, Perry GA</u> |
| <u>Rebecca Albrecht</u> | <u>[Signature]</u> | <u>2081 Main St, Perry, GA</u> |
| <u>Javan Frazier</u> | <u>[Signature]</u> | <u>2081 Main St, Perry GA</u> |
| <u>Robert Folsom</u> | <u>[Signature]</u> | <u>2091 Main St Perry Ga</u> |
| <u>Jennifer Folsom</u> | <u>[Signature]</u> | <u>2091 Main St. Perry GA 31069</u> |
| <u>Linda Nelson</u> | <u>[Signature]</u> | <u>2101 Main St. Perry, GA 31069</u> |
| <u>Karl Nelson</u> | <u>[Signature]</u> | <u>2101 Main St. Perry GA 31069</u> |

RECEIVED
FEB 18 2021
CITY OF PERRY

PETITION AGAINST THE REQUEST TO REZONE

PROPERTY LOCATED ON HILL ROAD

125 Hill Road
Tax Parcel OP0480 035000

111 Hill Road
Tax Parcel 000580 034000

We, the undersigned, being the owners of property located in the vicinity of the property proposed for rezoning, do hereby object to the proposed rezoning request to rezone said property from R-1 / RAG to R-3 and respectfully request that the City of Perry Planning & Zoning Commission deny the pending request because the proposed rezoning would allow a denser zoning than the surrounding neighborhoods.

Hill Road would not support the traffic from the number of lots allowed by R-3 zoning which would cause undue traffic and congestion. In addition, the denser development would create water issues for the surrounding neighborhoods.

| PRINTED NAME | SIGNATURE | ADDRESS |
|--------------------------|--------------------|--------------------------|
| <u>Dean Taylor</u> | <u>[Signature]</u> | <u>11 Wellington Dr</u> |
| <u>Len Taylor</u> | <u>[Signature]</u> | <u>11 Wellington Dr.</u> |
| <u>Karen Hieberbrand</u> | <u>[Signature]</u> | <u>108 Wellington Dr</u> |
| <u>Jon Ashley</u> | <u>[Signature]</u> | <u>2006 Tucker Road</u> |
| <u>Carol C. Williams</u> | <u>[Signature]</u> | <u>135 Brittany Dr.</u> |
| <u>Ferry B. Williams</u> | <u>[Signature]</u> | <u>135 Brittany Dr.</u> |
| <u>Paula Vaden</u> | <u>[Signature]</u> | <u>113 Wellington Dr</u> |
| <u>Bryan Vaden</u> | <u>[Signature]</u> | <u>113 Wellington Dr</u> |
| <u>David Hieberbrand</u> | <u>[Signature]</u> | <u>108 Wellington</u> |
| <u>Shawn Ashley</u> | <u>[Signature]</u> | <u>2006 Tucker Rd</u> |
| <u>Ashley Hunnicutt</u> | <u>[Signature]</u> | <u>131 Brittany Dr.</u> |
| <u>Brandon Hunnicutt</u> | <u>[Signature]</u> | <u>131 Brittany Dr.</u> |
| <u>Kathleen Conrice</u> | <u>[Signature]</u> | <u>133 Brittany Dr</u> |

**MINUTES
WORK SESSION
OF THE PERRY CITY COUNCIL
May 3, 2021
5:00 P.M.**

1. Call to Order: Mayor Randall Walker, Presiding Officer, called to order the work session meeting held on May 3, 2021, at 5:00 p.m.

2. Roll:

Elected Officials Present: Mayor Randall Walker, Mayor Pro-Tempore Robert Jones, and Council Members Willie King, Joy Peterson, Darryl Albritton, and Phyllis Bynum-Grace.

Elected Officials Absent: Council Member Riley Hunt.

Staff: City Manager Lee Gilmour, Assistant City Manager Robert Smith, City Attorney Brooke Newby, and Recording Clerk Joni Ary.

City Departmental Staffing: Chief Lee Parker – Fire and Emergency Services Department, Chief Steve Lynn – Perry Police Department, Brenda King – Director of Administration, Director, Bryan Wood – Director of Community Development, Tabitha Clark – Communications Administrator, Ashley Hardin – Economic Development Administrator, Ansley Fitzner – Public Works Superintendent, Sedrick Swan – Director of Leisure Services, Annie Warren – City Clerk, Matt White – Personnel Technician, Karen Bycenski – Personnel Manager, Jazmine Thomas – Downtown Manager, and Holly Wharton – Community Planner.

Press: Brianna Sheffield – Houston Home Journal
Cheri Adams – Houston Home Journal

Guest (s): Middle Georgia Regional Commission – Laura Mathis, Executive Director, Susan Landfried, and Caitlin Mee, Government Services Specialists.

3. Items of Review/Discussion: Mayor Randall Walker

- 3a. Department of Community Development.

1. Presentation of the Comprehensive Plan update: Ms. Holly Wharton presented to Mayor and Council from the Middle Georgia Regional Commission, Ms. Laura Mathis, Ms. Susan Landfried, and Ms. Caitlin Mee. Ms. Wharton along with the Middle Georgia Regional Commission staff presented to Mayor and Council the Joint Comprehensive Plan. This plan is for the City of Perry, Houston County, the City of Centerville, and the City of Warner Robins. The plan is due on February 22, 2022,

5. Department Head/Staff Items:

Ms. King, Mr. Wood, Chief Lynn, Chief Parker, Mrs. Clark, Mr. Swan, Mrs. Fitzner, Ms. Thomas, and Ms. Wharton had no reports.

Ms. Warren stated she has received several Statement of Interest forms and 11 calls from citizens that would like to volunteer.

Council Member King asked Mrs. Fitzner about the Spring Cleanup week. Mrs. Fitzner stated that it was going very well.

Mayor Walker

- Pre-Council May 4, 2021, at 5:00 pm
- Council Meeting May 4, 2021, at 6:00 pm

6. Adjourn. There being no further business to come before Council in the work session held on May 3, 2021, Mayor Pro Tempore Jones motioned to adjourn the meeting at 5:50 p.m. Council Member King seconded the motion and it carried unanimously.

**MINUTES
PRE COUNCIL MEETING
OF THE PERRY CITY COUNCIL
May 4, 2021
5:00 P.M.**

1. Call to Order: Mayor Randall Walker, Presiding Officer, called to order the pre council meeting held May 4, 2021 2021 at 5:00 p.m.

2. Roll:

Elected Officials Present: Mayor Randall Walker, Mayor Pro Tempore Robert Jones and Council Members Joy Peterson, Willie King, Darryl Albritton, Phyllis Bynum-Grace, and Riley Hunt.

Elected Official Absent: none

City Staff: City Manager Lee Gilmour, Assistant City Manager Robert Smith, City Attorney Brooke Newby, and Recording Clerk Annie Warren.

Departmental Staffing: Brenda King - Director of Administration, Bryan Wood – Director of Community Development, Mitchell Worthington – Finance Director, Chief Lee Parker - Fire and Emergency Services Department, Chief Steve Lynn – Perry Police Department, Sedrick Swan – Director of Leisure Services, Ansley Fitzner – Public Works Superintendent, Tabitha Clark – Communications Administrator, Jazmin Thomas – Downtown Manager, Anya Turpin – Special Events Administrator, Ashley Hardin – Economic Development Administrator, and Cody Gunn – Chief Building Official.

Media: Brianna Sheffield – Houston Home Journal

Guest(s): Walton and Becky Wood

3. Items of Review/Discussion: Mayor Randall Walker

3a. Discussion of May 4, 2021 council meeting agenda.

4a. Presentation Honoring 200th Anniversary of Houston County. Mayor Walker announced Mr. Dave Cyr and Mr. Bill Loudermilk will be presenting to Mayor and Council.

4b. Introduction of Officer Kimberly Morton. Chief Lynn will introduce Officer Morton to Mayor and Council.

4d. Request for Perry Downtown Merchants Council Wine Tasting Event, May 21, 2021. Ms. Thomas stated this is an event that has happened in the past and advised she will be coming before Mayor and Council to request

authorization to have the event on May 21, 2021. Ms. Thomas stated a special events application has been completed and she has met with Chief Lynn and Chief Parker relative to assistance and road closures.

4e. Proclamation recognizing National Historic Preservation Month 2021. Mayor Walker will present a proclamation to Ms. Thomas recognizing National Historic Preservation Month.

4f. Proclamation recognizing Professional Municipal Clerks Week. Mayor Walker will present a proclamation to Ms. Warren recognizing Professional Municipal Clerks Week.

5a. Appointment of Mr. Ben Hulbert to the Perry Public Facilities Authority. Council Member Albritton will appoint Mr. Ben Hulbert to the Perry Public Facilities Authority.

8a. SUSE-71-2021. Applicant, Alexy Starling, request a Special Exception to allow a Residential Business. The property is located at 316 Shane Circle; Tax Map No. 0P45C0 098000. Mr. Wood stated this is a request to allow a hair salon at 316 Shane Circle. The applicant worked in a salon downtown and her clients feel more comfortable coming to her home rather than the salon. Staggered appointments will be scheduled five days per week, with an average of 4-5 clients per day. The applicant stated that clients will only park using the primary resident's driveway. One of the resident's in the area at the Planning Commission meeting raised concerns relative to additional traffic and safety of the students who walk to school. The Planning Commission recommended approval of the special exception with the following conditions: 1) The Special Exception shall be limited to a Residential Business as an in-home salon only; 2) The Special Exception shall be limited to the applicant, Alexy Starling, and is not transferrable; 3) The applicant shall obtain a business license for the business located at 316 Shane Circle; 4) The applicant shall comply with the provisions of Section 4-4.3 of the Land Management Ordinance regarding Home Occupations and Residential Businesses, all applicable local, state, and federal laws and regulations; 5) No sign advertising the business shall be posted or displayed on the property; 6) The business shall not begin operations before 9:00 am; and 7) There shall be no appointments scheduled between 3:00 and 4:00 pm.

Council Member Peterson had concerns relative to no appointments scheduled between 3:00 and 4:00 pm.

11c (1). Resolution for Declaration of Official Intent to Reimburse Costs of Acquiring Vehicles and Equipment with Tax Exempt Financing. Ms. King stated the action taken by Council of approving the new job classifications, Fire Training Chief and Fire Prevention Chief, Mr. Gilmour has approved Chief Parker to purchase vehicles and equipment for these positions and will be financed through GMA Lease Purchase program. The initial action required by GMA to obtain financing is the adoption of the Resolution for Declaration of Official Intent to Reimburse Costs of Acquiring Vehicles and Equipment with Tax-Exempt Financing.

11d (1). Bid No. 2021-24 - Georgia Avenue Water Main Replacement. Mr. Worthington

advised this is a request for the construction of Georgia Avenue Water Main Replacement. Staff recommends awarding bid for the construction of the Georgia Avenue Water Main Replacement to low bidder TMT Utilities, LLC in the amount of \$301,800.00.

11d (2). Bid No. 2021-29 - Bear Branch Sewer Expansion Phase IA.

Mr. Worthington advised this is a request for the construction of Bear Branch Sewer Expansion Phase IA. Staff recommends awarding bid for the construction of Bear Branch Sewer Expansion Phase IA to low bidder Pyles Plumbing & Utility Contractors, Inc. in the amount of \$419,524.10.

11d (3). Bid No. 2021-33 -Demolition Services – Stanley Property.

Mr. Worthington advised this is a request for demolition services of Stanley Property. Staff recommends awarding bid for the demolition services of Stanley Property to low bidder Complete Demolition Services, LLC in the amount of \$104,800.00.

4. Council Member Items:

Mayor Pro Tempore Jones and Council Members Bynum-Grace had no reports.

Council Member Hunt inquired about the RV on Main Street. Mr. Gilmour will research and follow up.

Council Member Peterson mentioned the trash and overgrown foliage along the fence line of the Comfort Inn.

Mr. Gilmour advised Council that it needs to set a date for the special called meeting relative to the outside agencies budget hearing. Council concurred to meet May 25 at 5 pm.

Ms. Newby provided an overview of the Planning Commission's authority and the Council's authority relative rezoning decisions and factors that should be considered.

- Everyone is not going to like your decision.
- Do not allow the number of people that are present on an issue to sway your vote, but to look at specific factors outlined in our zoning ordinance.
- The City zoning ordinance authorizes the Planning Commission to either approve or recommend approving with conditions or recommend denial of a rezoning request.
- Council after the public hearing can: 1) approve the recommendation, 2) approve recommendation with modifications, or 3) disapprove the recommendation. Council also can remand the matter back to the Planning Commission with specific instructions.

Ms. Newby also reviewed the twelve standards relative to rezoning applications and the ten standards for special exceptions.

Mr. Smith reported the Planning Initiatives key dates will be electronically sent to Council along with electronic invites.

Mayor Walker asked Mr. Smith and Ms. Fitzner to address the Evergreen Street / Duncan Avenue issue. Mr. Smith stated ESG Operations, Inc. will begin the sewer line point of repair will begin soon.

5. Department Head/Staff Items:

Ms. King, Mr. Worthington, Mr. Wood, Chief Parker, Chief Lynn, Ms. Clark, Mr. Swan, Ms. Warren, Ms. Thomas, Ms. Hardin, Ms. Turpin, and Mr. Gunn had no reports.

Ms. Fitzner reported 15.39 tons of debris and over 100 tires was collected during Spring Cleanup.

6. Adjournment: There being no further business to come before Council in the pre council meeting held May 4, 2021 Mayor Pro Tempore Jones motioned to adjourn the meeting at 5:40 p.m. Council Member King seconded the motion and it carried unanimously.

MINUTES
REGULAR MEETING OF THE PERRY CITY COUNCIL
May 4, 2021
6:00 P.M.

1. Call to Order: Mayor Randall Walker, Presiding Officer, called to order the regular meeting of the Perry City Council held May 4, 2021 at 6:00 p.m.

2. Roll.

Elected Officials Present: Mayor Randall Walker; Mayor Pro Tempore Robert Jones and Council Members Phyllis Bynum-Grace, Willie King, Darryl Albritton, Joy Peterson, and Riley Hunt.

Elected Official Absent: none

City Staff: City Manager Lee Gilmour, City Attorney Brooke Newby, Assistant City Manager Robert Smith, and Recording Clerk Annie Warren.

Departmental Staffing: Chief Steve Lynn – Perry Police Department, Chief Lee Parker – Fire and Emergency Services Department, Bryan Wood – Director of Community Development, Brenda King – Director of Administration, Mitchell Worthington – Finance Director, Sedrick Swan – Director of Leisure Services, Ansley Fitzner – Public Works Superintendent, Ashley Hardin – Economic Development Administrator, Jazmin Thomas – Downtown Manager, Anya Turpin – Special Events Administrator, Cody Gunn – Chief Building Official, Officer Kim Morton – Perry Police Department, and Tabitha Clark – Communications Manager.

Media: Brianna Sheffield – Houston Home Journal

Guest(s): Mr. Dave Cyr and Mr. Bill Loudermilk (Parrish Construction), Ms. Ellie Loudermilk (Perry Historical Society), Mr. Walton Wood and Mrs. Becky Wood, Mr. Jason Kliethermes, Ms. Meredith Lockerman (Commerce Street, LLC), and Mr. Bob Cunningham.

3. Invocation and Pledge of Allegiance to the Flag:

Mayor Pro Tempore Jones rendered the invocation and Council Member Hunt led the pledge of allegiance to the flag.

4. Recognition(s)/Presentation(s):

- 4a. Presentation Honoring 200th Anniversary of Houston County – Mr. D. Cyr and Mr. B. Loudermilk.

Mr. Cyr and Mr. Loudermik presented Mayor Walker and Council with plaques commemorating the 200th Anniversary of Houston County. Mayor Walker and

Council thanked Mr. Cyr and Mr. Loudermilk.

4b. Introduction of Officer Kimberly Morton – Chief S. Lynn.

Chief Lynn introduced Officer Kimberly Morton to Mayor Walker and Council. Mayor Walker and Council welcomed Officer Morton to the City of Perry.

4c. Special Events – Ms. A. Turpin.

1. Presentation of the revised Food Truck Friday footprint.

Ms. Turpin reviewed the revised Food Truck Friday footprint and stated expanding the footprint will put more space between the trucks and showcase Legacy Park and businesses in 700 block of Carroll Street. Mayor Pro Tempore Jones motioned to approve the revised Food Truck Friday footprint; Council Member Bynum-Grace seconded the motion and it carried unanimously.

2. Request for a flag for use at the Courthouse and Event Center.

Ms. Turpin presented for Council's consideration a request to purchase a flag for use at the Courthouse and Event Center. Council Member Kung motioned to approve the request as submitted; Council Member Hunt seconded the motion and it carried unanimously.

4d. Request for Perry Downtown Merchants Council Wine Tasting Event, May 21, 2021 – Ms. J. Thomas.

Ms. Thomas presented for Council's consideration a request for approval of the Perry Downtown Merchants Council Wine Tasting Event, May 21, 2021. Council Member Peterson motioned to approve the request as submitted; Mayor Pro Tempore Jones seconded the motion and it carried unanimously.

4e. Proclamation recognizing National Historic Preservation Month 2021 – Mayor Walker.

Mayor Walker presented to Ms. Thomas and Ms. Loudermilk a proclamation recognizing National Historic Preservation Month 2021. Ms. Thomas and Ms. Loudermilk thanked Mayor Walker and Council for the proclamation.

4f. Proclamation recognizing Professional Municipal Clerks Week – Mayor Walker.

Mayor Walker presented to Ms. Warren a proclamation recognizing Professional Municipal Clerks Week. Ms. Warren thanked Mayor Walker and Council for the proclamation.

5. Appointments: Mayor Randall Walker

5a. Appointment of Mr. Ben Hulbert to the Perry Public Facilities Authority –

Council Member Albritton.

Council Member Albritton nominated Mr. Ben Hulbert to the Perry Public Facilities Authority. Mayor Pro Tempore Jones motioned to appoint Mr. Hulbert to the Perry Public Facilities Authority; Council Member Peterson seconded the motion and it carried unanimously.

6. Community Partner(s) Update(s): none

7. Citizens with Input.

Mr. Jason Kliethermes, 731 Sandefur Road, appeared before Council to express his concerns relative to the operation of the Community Development Department.

Meredith Lockerman, 904 Commerce Street, invited Mayor and Council to the groundbreaking ceremony of The Commodore Building on May 14th at 6:30 pm.

Bob Cunningham, Houston Springs, requested signage on Country Club Road and stated May 4th is National Star Wars Day.

8. PUBLIC HEARING CALLED TO ORDER AT 6:40 p.m.: Mayor Randall Walker called to order a public hearing at 6:40 p.m. to provide any interested parties with an opportunity to express their views and concerns in accordance with O.C.G.A. Sec. 36-66-4.

8a. SUSE-71-2021. Applicant, Alexy Starling, request a Special Exception to allow a Residential Business. The property is located at 316 Shane Circle; Tax Map No.OP45Co 098000.

Staff Report: Mr. Wood reviewed with Council the Special Exception request. Staff recommends approval of the Special Exception request with five conditions; the Planning Commission recommends approval of the Special Exception request with two additional conditions. The conditions are: 1) The Special Exception shall be limited to a Residential Business as an in-home salon only; 2) The Special Exception shall be limited to the applicant, Alexy Starling, and is not transferrable; 3) The applicant shall obtain a business license for the business located at 316 Shane Circle; 4) The applicant shall comply with the provisions of Section 4-4.3 of the Land Management Ordinance regarding Home Occupations and Residential Businesses, all applicable local, state and federal laws and regulations; 5) No sign advertising the business shall be posted or displayed on the property; 6) The business shall not begin operations before 9:00 am; and 7) There shall be no appointments scheduled between 3:00 and 4:00 pm.

Public Input: Mayor Walker called for any public input for or against the application.

For: none

Against: none

Public Hearing Closed at 6:44 p.m. Mayor Walker closed the hearing at 6:44 p.m.

9. Review of Minutes: Mayor Randall Walker

- 9a. Council's Consideration – Minutes of the April 19, 2021 work session, April 20, 2021 pre council meeting, and April 20, 2021 council meeting.

Council Member Bynum-Grace motioned to accept the minutes as submitted; Mayor Pro Tempore Jones seconded the motion and it carried unanimously.

10. Old Business: Mayor Randall Walker

- 10a. Mayor Randall Walker - none
10b. Council Members - none
10c. City Attorney Brooke Newby - none
10d. City Manager Lee Gilmour - none
10e. Assistant City Manager Robert Smith - none

11. New Business: Mayor Randall Walker

- 11a. Matters referred from May 3, 2021 work session, and May 4, 2021 pre council meeting. none

- 11b. Special Exception Application 0071-2021 – Mr. B. Wood.

Council concurred to defer this item until the May 18 Council meeting.

- 11c. Resolution(s) for Introduction and Adoption:

1. Resolution for Declaration of Official Intent to Reimburse Costs of Acquiring Vehicles and Equipment with Tax Exempt Financing – Ms. B. King.

Adopted Resolution No. 2021-23 for the Declaration of Official Intent to Reimburse Costs of Acquiring Vehicles and Equipment with Tax Exempt Financing. Council Member King motioned to adopt the resolution as submitted; Council Member Hunt seconded the motioned and it carried unanimously. *(Resolution No. 2021-23 has been entered into the City's official book of record.)*

- 11d. Award of Bid(s):

1. Bid No. 2021-24 Georgia Avenue Water Main Replacement - Mr. M. Worthington

Mr. Worthington presented for Council's consideration an award of bid for the Georgia Avenue Water Main Replacement. Mr. Worthington stated his office received four responsive bids. Staff recommends

awarding the bid to low bidder, TMT Utilities, LLC in the amount of \$301,800.00 and the funding source is the Water and Sewer Fund. Council Member Bynum-Grace moved to award the bid to low bidder, TMT Utilities, LLC in the amount of \$301,800.00; Council Member Peterson seconded the motion and it carried unanimously.

2. Bid No. 2021-29 Bear Branch Sewer Expansion Phase IA – Mr. M. Worthington

Mr. Worthington presented for Council's consideration an award of bid for Bear Branch Sewer Expansion Phase IA. Mr. Worthington stated his office received four responsive bids. Staff recommends awarding the bid to low bidder, Pyles Plumbing & Utility Contractors, Inc. in the amount of \$419,524.10 and the funding source is the Water and Sewer Fund. Council Member King moved to award the bid to low bidder, Pyles Plumbing & Utility Contractors, Inc. in the amount of \$419,524.10; Mayor Pro Tempore Jones seconded the motion and it carried unanimously.

3. Bid No. 2021-33 Demolition Services – Stanley Property – Mr. M. Worthington

Mr. Worthington presented for Council's consideration an award of bid for demolition services of the Stanley Property. Mr. Worthington stated his office received four responsive bids. Staff recommends awarding the bid to low bidder, Complete Demolition Services, LLC in the amount of \$104,800.00 that includes the additive alternative, the funding source is SPLOST 2018. Mayor Pro Tempore Jones moved to award the bid to low bidder, Complete Demolition Services, LLC in the amount of \$104,800.00 that includes the additive alternative; Council Member Albritton seconded the motion and it carried unanimously.

12. Council Members Items:

Mayor Pro Tempore Jones and Council Members Bynum-Grace, Hunt, and Albritton had no reports.

Council Member Peterson commended Ms. Turpin on the Art in the Park Event and Ms. Fitzner on Heritage Park.

Council Member King reported the Municipal Gas Authority of Georgia is meeting at the Perry Events Center on Thursday, May 6.

Mr. Gilmour reported Mayor and Council have been provided copies of the recommended FY 2022 Operating Budget and the hearing with department heads will be May 17.

Mr. Smith and Ms. Newby had no reports.

13. Department Heads/Staff Items.

Ms. King, Mr. Worthington, Chief Parker, Mr. Swan, Ms. Fitzner, Ms. Warren, Ms. Turpin, Ms. Thomas, Mr. Gunn, and Ms. Clark had no reports.

Mr. Wood reminded everyone of the Public Hearing for the Comprehensive Plan on May 11 at 5:30 pm in the Houston County Annex.

Chief Lynn

- Saturday, April 24 the first Records Restriction event was held at the Perry Events Center.
- Tuesday and Thursday of last week, the police department hosted two mental health first aid training at the Perry Events Center.

Ms. Hardin provided updates relative to the rural zone and business community.

14. General Public Items: none

15. Mayor Items:

- May 17, Work Session
- May 18, Pre council and Council

16. Adjournment: There being no further business to come before Council in the council meeting held May 4, 2021, Council Member Hunt motioned to adjourn the meeting at 7:00 p.m. Mayor Pro Tempore Jones seconded the motion and it carried unanimously.



Where Georgia comes together.

STAFF REPORT

From the Department of Community Development

April 1, 2021

CASE NUMBER: SUSE-71-2021
APPLICANT: Allexy Staring
REQUEST: A Special Exception to allow a Residential Business
LOCATION: 316 Shane Circle; Tax Map No. 0P45C0 098000
ADJACENT ZONING/LAND USES:

Subject Parcel: R-2, Single-Family Residential District; Single-Family residence
North: R-2; Single-Family residence
South: R-2; Single-Family residence
East: R-2; Single-Family residence
West: R-2; Single-Family residence

REQUEST ANALYSIS: The applicant requests approval to operate a Residential Business for a hair salon. The property is located in Brendale Subdivision, off Tucker Road, a collector street.

The applicant has established a space within the primary structure for conducting business. Staggered appointments will be scheduled five days per week, with an average of 4-5 clients per day. The applicant states that clients will only park using the primary residence's driveway and will not affect traffic within the subdivision.

STANDARDS FOR SPECIAL EXCEPTIONS:

1. *Does the Special Exception follow the existing land use pattern?* The surrounding area consists of single-family residential uses. The conditions established for Home Occupations in general and Residential Businesses specifically are intended to maintain the residential use and character of the property.
2. *Will the Special Exception have an adverse effect on the Comprehensive Plan?* The Character Areas Map of the 2017 Joint Comprehensive Plan identifies the property as 'Traditional Neighborhood'.
3. *Will adequate fire and police protection be available?* The additional use of the property for a residential business has no impact on existing fire and police protection.
4. *Will the proposed use be of such location, size, and character that it is not detrimental to surrounding properties?* The conditions established in Section 4-4.3 of the Land Management Ordinance (included below) for Home Occupations in general and Residential Businesses specifically are intended to maintain the residential use and character of the property.
5. *Will the use interfere with normal traffic, pedestrian or vehicular, in the neighborhood?* The applicant indicates that appointments are staggered and clients park in the existing driveway. It appears that the business does not create traffic congestion.
6. *Will the use result in an increase in population density overtaxing public facilities?* The principal use of the property will remain residential. There will be no impact on public facilities.

7. *Will the use create a health hazard or public nuisance?* The conditions established in Section 4-4.3 of the Land Management Ordinance for Home Occupations in general and Residential Businesses specifically are intended to maintain the residential use and character of the property.
8. *Will property values in adjacent areas be adversely affected?* Property values of adjacent areas should not be adversely impacted, provided the conditions of Section 4-4.3 of the Ordinance are adhered to.
9. *Are there substantial reasons a permitted use cannot be used at this property?* Residential use is permitted on the property.

STAFF RECOMMENDATION: Based on review of the criteria, Staff recommends approval of the special exception, with the following conditions:

1. The Special Exception shall be limited to a Residential Business as an in-home salon only;
2. The Special Exception shall be limited to the applicant, Alexy Starling, and is not transferrable;
3. The applicant shall obtain a business license for the business located at 316 Shane Circle;
4. The applicant shall comply with the provisions of Section 4-4.3 of the Land Management Ordinance regarding Home Occupations and Residential Businesses, all applicable local, state and federal laws and regulations; and
5. No sign advertising the business shall be posted or displayed on the property.

PLANNING COMMISSION RECOMMENDATION: The Planning Commission recommends approval of the requested special exception with the following conditions:

1. The Special Exception shall be limited to a Residential Business as an in-home salon only;
2. The Special Exception shall be limited to the applicant, Alexy Starling, and is not transferrable;
3. The applicant shall obtain a business license for the business located at 316 Shane Circle;
4. The applicant shall comply with the provisions of Section 4-4.3 of the Land Management Ordinance regarding Home Occupations and Residential Businesses, all applicable local, state and federal laws and regulations;
5. No sign advertising the business shall be posted or displayed on the property;
6. The business shall not begin operations before 9:00 am; and
7. There shall be no appointments scheduled between 3:00 and 4:00 pm.



Eric Z. Edwards, Chairman of the Planning Commission

4/27/21
Date

REFERENCE:

Sec. 4-4. - Accessory uses and structures.

4-4.3. Standards for specific accessory uses and structures.

(C) *Home occupation.* A home occupation permit may be issued subject to the following standards:

- (1) *Where allowed.* The home occupation shall be operated entirely within the dwelling unit or a related accessory building.
- (2) *Who may operate.* Only by the persons maintaining residence on the lot may operate a home occupation. If the persons maintaining residence are not the owners, the property owner's permission must be provided.
- (3) *Area.* The combined floor area of a home occupation shall not exceed 25 percent of the floor area of the principal structure.
- (4) *Employees.* A home occupation may employ no more than one person who is not a resident in the applicant's home.
- (5) *Operational requirements.*
 - (a) The home occupation shall not involve the retail sale of merchandise except for products related directly to services performed.
 - (b) No merchandise shall be displayed in such a manner as to be visible from off the premises.
 - (c) No outdoor storage shall be allowed in connection with any home occupation.
 - (d) No alteration of the residential character of the premises may be made and the hours and the manner in which the home occupation is conducted shall not be allowed to create a nuisance or disturbance.
- (6) *Business owner.* The business must be owned by the owner of the property on which the home occupation is located, or the business owner must have written approval of the owner of the property if the applicant is a tenant.
- (7) *Parking.* Off-street parking shall be provided in accordance with the requirements of section 6-1, off-street parking and loading.
- (8) *Prohibited home occupations.* The following uses are prohibited as home occupations:
 - (a) Landscaping business, other than office use;
 - (b) Commercial greenhouse;
 - (c) Contractor's business, other than office use;
 - (d) Beauty salon or barber shop;
 - (e) Automotive repair;
 - (f) Furniture repair or cabinet shop;

(g) Physician's or chiropractor's clinic;

(h) Fortune telling.

(D) **Residential business.** A residential business may only be allowed by special exception. Residential businesses are small offices or small-scale retail or service businesses which are clearly incidental and secondary to the use of the dwelling for residential dwelling purposes. In addition to , and which fully comply with the following standards:

- (1) Residential businesses may include but are not limited to beauty shops, barber shops, professional offices and minor repair shops.
- (2) Residential businesses shall not include the repair and/or maintenance of motor vehicles, large scale manufacturing or any use, which will create noise, noxious odors, or any hazard that may endanger the health, safety or welfare of the neighborhood.
- (3) The residential business shall not involve group instruction or group assembly of people on the premises.
- (4) The business or profession must be conducted entirely within the dwelling.
- (5) The dwelling must be the bona fide residence of the principal practitioner at the time of the application and, if approved, the residential business shall be valid only as long as the principal practitioner resides in the dwelling, is conducting business and has a current business certificate.
- (6) Residential businesses shall be limited to no more than twenty-five (25) percent of the total heated floor area of the residence.
- (7) There will be no changes, which would alter the character of the dwelling or reveal from the exterior that the dwelling is being used in part for other than residential purposes.
- (8) The portion of the residence in which the business is conducted shall be completely enclosed in a manner that the business is not visible from the surrounding property.
- (9) No outside storage is allowed.
- (10) Property on which the residential business is proposed must have frontage on a public road.
- (11) Off-street parking shall be provided in accordance with the requirements of section 6-1, off-street parking and loading.
- (12) Access by customers and/or clients shall be 8:00 am through 6:00 pm, Monday through Saturday.
- (13) One commercial vehicle may be parked in the approved parking area on the property.
- (14) A utility trailer needed for the operation of the business must be specifically requested and approved by the Planning Commission.



Where Georgia comes together.

Application for Special Exception

Contact Community Development (478) 988-2720

Application # SUSE-
0071-
2021

Applicant/Owner Information

*Indicates Required Field

| | Applicant | Property Owner |
|----------|-----------------------------------|----------------|
| *Name | Allexy Starling | Kurt Starling |
| *Title | Self employed stylist | |
| *Address | 316 Shane Circle, Perry, GA 31069 | |
| *Phone | (229) 815-3499 | |
| *Email | allexyjulane@gmail.com | |

Property Information

| | | | |
|-----------------|-----------------------------------|---------------------|------------|
| *Street Address | 316 Shane circle, Perry, GA 31069 | | |
| *Tax Map #(s) | 0p45c0 098000 | *Zoning Designation | commercial |

Request

*Please describe the proposed use:

I am requesting to have the approval of an in-home salon business to be ran out of my house. On average, I see 4 to 5 clients a day, 5 days a week. Clients will park only in my driveway which will not affect traffic in and out of subdivision normally. Noise is not an issue as my salon will be inside my home.

Instructions

1. The application and \$91.00 fee (made payable to the City of Perry) must be received by the Community Development Office or filed on the online portal no later than 4:30 pm on the date reflected on the attached schedule.
2. The applicant/owner must respond to the 'standards' on page 2 of this application (you must answer 'why' you believe the application meets the tests for granting the special exception). See Sections 2-2 and 2-3.5 of the Land Management Ordinance for more information. You may include additional pages when describing the use and addressing the standards.
3. For applications in which a new building, building addition and/or site modifications are required, you must submit a scaled drawing of the proposed site development plan.
4. The staff will review the application to verify that all required information has been submitted. The staff will contact the applicant with a list of any deficiencies which must be corrected prior to placing the application on the planning commission agenda.
5. Special Exception applications require an informational hearing before the planning commission and a public hearing before City Council. The property must be posted at least 15 days prior to the scheduled hearing dates.
6. Please verify all required information is reflected on the plan(s). Submit one (1) paper copy and one (1) electronic version of the plan(s).
7. An application for special exception affecting the same parcel shall not be submitted more often than once every six months.
8. The applicant must be present at the hearings to present the application and answer questions that may arise.
9. Campaign Notice required by O.C.G.A. Section 36-67A-3: Within the past two years, have you, the applicant, made either campaign contributions and/or gifts totaling \$250.00 or more to a local government official? Yes ___ No ___
If yes, please complete and submit the attached Disclosure Form.

10. The applicant and property owner affirm that all information submitted with this application, including any/all supplemental information, is true and correct to the best of their knowledge and they have provided full disclosure of the relevant facts.

11. Signatures:

| | |
|---|---------------------|
| *Applicant
Allexy Starling | *Date
03-07-2021 |
| *Property Owner/Authorized Agent
Kurt Starling | *Date
03-07-2021 |

Standards for Granting a Special Exception

1. Are there covenants and restrictions pertaining to the property which would preclude the proposed use of the property? No
2. Describe the existing land use pattern surrounding the subject property. Brendale Subdivision
3. Describe how the proposed use will not have an adverse effect on the Comprehensive Plan.
n/a
4. Describe how any proposed structures, equipment or materials will be readily accessible for fire and police protection.
n/a
5. Describe how the proposed use will be of such size, location, and character that it will generally be in harmony with appropriate and orderly development of the surrounding area and adjacent properties, and will not be a detriment to uses permitted on adjacent properties. (Consider the location and height of buildings and other structures, and the extent of landscaping, screening and buffering.)
n/a
6. For uses to be located in or adjacent to a residential district, describe how the nature and intensity of the operations of the proposed use will not negatively impact pedestrian and vehicular traffic in the district.
n/a
7. Describe how the proposed use will not place an undue burden upon public facilities and services.
n/a
8. Describe how the proposed use will not create health and safety problems, and will not create a nuisance with regard to traffic congestion, drainage, noise, smoke, odor, electrical interference, or pollution. My business will have no affect on the above items listed. Traffic will be minimal.
1-2 clients will be seen at one time, but will park in my yard and not on the streets.
9. Describe how the proposed use will not adversely impact the value of surrounding properties.
n/a
10. State the reasons why the subject property cannot be used for a use permitted in the zoning district in which it is located.
We are currently zoned for residential only.

Revised 7/17/20

For Office Use (receipt code 204.2)

| | | | | | |
|---------------------|--------------|----------------------|------------------------|------------------------|------------------|
| Date received | Fee paid | Date deemed complete | Public Notice Sign | Legal Ad | |
| Notice to Applicant | Routed to PC | Date of PC | Date of Public Hearing | Date of Council action | Notice of action |





TUCKER RD

R2

SHANE CIR

SHANE CIR

A RESOLUTION OF THE CITY OF PERRY, GEORGIA (THE "CITY"), AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL CONTRACT BETWEEN THE CITY AND THE PERRY PUBLIC FACILITIES AUTHORITY (THE "AUTHORITY") TO SECURE PAYMENT OF THE AUTHORITY'S REVENUE BONDS, SERIES 2021, IN THE AGGREGATE PRINCIPAL AMOUNT OF [\$_____], FOR THE PURPOSE OF PROVIDING FUNDS FOR ADDITIONS AND IMPROVEMENTS TO THE SEWER AND STORMWATER SYSTEMS OF THE CITY OF PERRY, GEORGIA; AUTHORIZING THE EXECUTION OF A BOND PURCHASE AGREEMENT RELATING TO SUCH BONDS; AND FOR OTHER PURPOSES.

WHEREAS, the City of Perry, Georgia (the "City"), has requested that the Perry Public Facilities Authority (the "Authority") issue its PERRY PUBLIC FACILITIES AUTHORITY REVENUE BONDS (CITY OF PERRY PROJECTS), SERIES 2021 (the "**Series 2021 Bonds**") to provide funds to finance (i) certain additions and improvements to the sewer and stormwater systems of the City (the "**Projects**"), and (ii) certain costs of issuing the Series 2021 Bonds all in accordance with the plans and specifications on file with the City and which by this reference thereto are incorporated herein and made a part hereof as fully as if set forth herein in their entirety; and

WHEREAS, the Series 2021 Bonds will be secured under the provisions of an intergovernmental contract (the "**Intergovernmental Contract**") between the Authority and the City, pursuant to which the City will agree to pay amounts sufficient to pay the principal of and interest on the Series 2021 Bonds, together with any fees or charges in connection therewith, and pursuant to which the Authority may pledge for the payment of the Series 2021 Bonds all contractual payments to be derived from the Intergovernmental Contract, together with such other funds or proceeds as may be established by the Bond Resolution (hereinafter defined) and the Intergovernmental Contract; and

WHEREAS, on May 18, 2021, the Authority adopted a bond resolution (the "**Bond Resolution**"), which authorizes the issuance of the Series 2021 Bonds and the final principal amounts, maturities, interest rates, and redemption provisions of the Bonds; and

WHEREAS, the Authority and the City have negotiated the sale of the Series 2021 Bonds to Raymond James & Associates, Inc., Atlanta, Georgia, (the "**Underwriter**"), in accordance with the provisions of a Bond Purchase Agreement (the "**Bond Purchase Agreement**"), the execution of which must be authorized by the City; and

WHEREAS, in order to enhance the marketability of the Bonds, it is necessary that the City allocate to the Authority a portion of the City's qualified small issuer exemption under § 265(b)(3) of the Internal Revenue Code, as amended; and

WHEREAS, it is proper that the City approve (i) the Bond Purchase Agreement, (ii) the Bond Resolution, and (iii) the Intergovernmental Contract.

NOW, THEREFORE, BE IT RESOLVED by the City of Perry, Georgia, as follows:

1. The City hereby approves the Bond Purchase Agreement, a copy of which has been presented to the City at this meeting and considered by the City and which is on file and of record with the City Clerk. The Mayor is authorized to execute and deliver the Bond Purchase Agreement.

2. The Bond Resolution, which is on file and of record with the City Clerk, has been considered by the City, and the issuance of the Bonds in the principal amounts, in the principal maturities, at the interest rates, and the redemption provisions contained therein is hereby approved in all respects.

3. Prior to the execution of the Intergovernmental Contract and such closing papers or other documents relating to the Bonds, the Mayor of the City, with the advice of the City Attorney, may approve any exhibits thereto and such other changes or additions as may be necessary and desirable in such officer's discretion to effect the purposes of this resolution, and the execution of said contract and such closing papers or other documents by the Mayor shall be conclusive evidence of such approval to provide for the issuance of the Series 2021 Bonds in accordance with the Bond Resolution and to fulfill the obligations of the City pursuant to the Intergovernmental Contract.

4. The City, pursuant to § 265(b)(3) of the Internal Revenue Code, as amended (the "Code"), does hereby irrevocably allocate to the Authority such amount of the City's [\$ _____] qualified small issuer exemption under § 265(b)(3) of the Code as equals the aggregate par amount of the Bonds when issued; provided, however, said allocation shall only be applied to obligations which qualify as "qualified tax-exempt obligations" pursuant to § 265(b)(3) of the Code. This allocation is for and in consideration of the benefits the City is to be received pursuant to the Intergovernmental Contract. The City hereby certifies that the reasonably anticipated amount of qualified tax-exempt obligations which it will issue during calendar year 2021 will not exceed \$10,000,000.

5. The City Clerk is authorized and directed to furnish a certified copy of this resolution to the Authority with the request that it proceed with such actions as are necessary to issue the Bonds at the earliest possible time.

APPROVED AND ADOPTED this May 18, 2021.

CITY OF PERRY, GEORGIA

(S E A L)

By: _____
Mayor

Attest: _____
City Clerk

CLERK'S CERTIFICATE

I, the undersigned Clerk of the City of Perry, Georgia (the "City"), keeper of the records and seal thereof, hereby certify that the foregoing is a true and correct copy of a resolution approved and adopted by majority vote of the Mayor and Council of the City in public meeting assembled on May 18, 2021, the original of which resolution has been entered in the official records of said political subdivision under my supervision and is in my official possession, custody, and control.

I further certify that the meeting was held in conformity with the requirements of Title 50, Chapter 14 of the Official Code of Georgia Annotated.

(S E A L)

City Clerk

BOND RESOLUTION

A BOND RESOLUTION OF THE PERRY PUBLIC FACILITIES AUTHORITY (THE “AUTHORITY”) TO PROVIDE FOR THE ISSUANCE OF THE PERRY PUBLIC FACILITIES AUTHORITY REVENUE BONDS (CITY OF PERRY PROJECTS), SERIES 2021, IN THE AGGREGATE PRINCIPAL AMOUNT OF [\$_____] (THE “SERIES 2021 BONDS”); SAID SERIES 2021 BONDS TO PROVIDE FUNDS FOR ADDITIONS AND IMPROVEMENTS TO THE SEWER AND STORMWATER SYSTEMS OF THE CITY OF PERRY, GEORGIA (THE “CITY”) (THE “PROJECTS”); TO PROVIDE THAT PAYMENT OF THE SERIES 2021 BONDS SHALL BE SECURED BY A FIRST AND PRIOR PLEDGE OF AND CHARGE OR LIEN ON THE REVENUES RECEIVED BY THE AUTHORITY PURSUANT TO AN INTERGOVERNMENTAL CONTRACT WITH THE CITY; TO PROVIDE FOR THE EXECUTION OF SAID CONTRACT WITH THE CITY; TO PROVIDE FOR THE ISSUANCE OF BONDS ON A PARITY WITH THE SERIES 2021 BONDS; TO PROVIDE FOR THE CREATION OF A CERTAIN FUND TO PAY THE PRINCIPAL OF AND INTEREST ON THE BONDS (AS DEFINED HEREIN); TO PROVIDE FOR THE VALIDATION OF THE BONDS; AND FOR OTHER PURPOSES.

TABLE OF CONTENTS

| | <u>Page</u> |
|----------------|-------------|
| Preamble | 1 |

ARTICLE I DEFINITIONS AND RULES OF CONSTRUCTION

| | |
|--|---|
| Section 101. Definitions..... | 3 |
| Section 102. Rules of Construction | 6 |

ARTICLE II AUTHORIZATION, TERMS, AND FORM OF BONDS

| | |
|--|----|
| Section 201. Authorization and Designation of Bonds..... | 8 |
| Section 202. Maturity, Interest Rates, Payment Dates, Date, Redemption Provisions,
and Other Particulars of the Bonds | 8 |
| Section 203. Execution of Bonds..... | 12 |
| Section 204. Authentication of Bonds | 12 |
| Section 205. Mutilated, Lost, Stolen, or Destroyed Bonds..... | 12 |
| Section 206. Validation Certificate..... | 12 |
| Section 207. Paying Agent and Bond Registrar; Authentication Agent..... | 13 |
| Section 208. Interchangeability of Bonds..... | 13 |
| Section 209. Transfer and Registration of Bonds | 13 |
| Section 210. Regulations with Respect to Exchanges and Transfers | 13 |
| Section 211. Form of Bonds | 13 |

ARTICLE III REDEMPTION OF BONDS BEFORE MATURITY; PURCHASE OF BONDS IN MARKET

| | |
|--|----|
| Section 301. Redemption of Series 2021 Bonds..... | 22 |
| Section 302. Scheduled Mandatory Redemption..... | 22 |
| Section 303. Notice of Redemption | 23 |
| Section 304. Manner of Redemption | 23 |
| Section 305. Effect of Redemption Call | 24 |
| Section 306. Purchase of Series 2021 Bonds in Market. | 24 |
| Section 307. Redemption of Parity Bonds..... | 24 |

ARTICLE IV GENERAL AUTHORIZATIONS AND AGREEMENTS; PARITY BONDS; NON-ARBITRAGE AND TAX COVENANTS

| | |
|--|----|
| Section 401. Payment of Principal and Interest; Limited Obligation | 26 |
| Section 402. Performance of Covenants; Authority | 26 |
| Section 403. Instruments of Further Assurance | 26 |
| Section 404. Priority of Pledge; Parity Bonds | 26 |

| | | |
|--------------|---|----|
| Section 405. | Authorization of Contract | 27 |
| Section 406. | Authorization for Validation of Bonds | 27 |
| Section 407. | [Reserved] | 28 |
| Section 408. | General Authorization..... | 28 |
| Section 409. | Non-Arbitrage and Tax Covenants | 28 |
| Section 410. | Designation of the Series 2021 Bonds as Qualified Tax-Exempt Obligations..... | 28 |
| Section 411. | Continuing Disclosure | 28 |

ARTICLE V
APPLICATION OF BOND PROCEEDS;
CONSTRUCTION FUND; COSTS OF ISSUANCE ACCOUNT;
SINKING FUND; PLEDGE OF REVENUES

| | | |
|--------------|--|----|
| Section 501. | Application of Bond Proceeds | 29 |
| Section 502. | Costs of Issuance Account | 29 |
| Section 503. | Construction Fund..... | 29 |
| Section 504. | Requisition Procedure | 30 |
| Section 505. | Other Disbursements from the Construction Fund | 31 |
| Section 506. | Completion of the Projects..... | 31 |
| Section 507. | Creation of Sinking Fund; Use of Money Therein | 31 |
| Section 508. | Revenues to be Paid to Sinking Fund Custodian; Pledge of Revenues;
Collateral Assignment to Bondholders | 32 |
| Section 509. | Deposits into Sinking Fund..... | 33 |
| Section 510. | Bonds Not Presented When Due..... | 33 |
| Section 511. | Fees, Charges, and Expenses | 33 |

ARTICLE VI
INVESTMENT OF MONEY;
DESIGNATION OF DEPOSITORIES

| | | |
|--------------|---|----|
| Section 601. | Authorized Investments | 34 |
| Section 602. | Designation of Bond Registrar, Paying Agent, Authentication Agent,
and Fund Custodians | 37 |
| Section 603. | Bank or Trust Company as Bond Registrar, Paying Agent, and
Authentication Agent | 37 |

ARTICLE VII
DEFEASANCE

| | | |
|--------------|------------------|----|
| Section 701. | Defeasance | 38 |
|--------------|------------------|----|

ARTICLE VIII
DEFAULT PROVISIONS AND
REMEDIES OF BONDHOLDERS

| | | |
|--------------|----------------------------------|----|
| Section 801. | Defaults; Events of Default..... | 40 |
|--------------|----------------------------------|----|

| | | |
|--------------|--|----|
| Section 802. | [Reserved] | 40 |
| Section 803. | Remedies; Rights of Bondholders | 40 |
| Section 804. | Right of Bondholders to Direct Proceedings | 41 |
| Section 805. | Waiver by Authority | 41 |
| Section 806. | Application of Money | 41 |
| Section 807. | Limitation on Rights and Remedies of Bondholders | 41 |
| Section 808. | Termination of Proceedings | 42 |

ARTICLE IX
SUPPLEMENTAL RESOLUTIONS;
AMENDMENTS TO CONTRACT

| | | |
|--------------|---|----|
| Section 901. | Supplemental Resolutions Not Requiring Consent of Bondholders | 43 |
| Section 902. | Supplemental Resolutions Requiring Consent of Bondholders | 43 |
| Section 903. | Amendments to Contract Not Requiring Consent of Bondholders | 44 |
| Section 904. | Amendments to Contract Requiring Consent of Bondholders | 44 |
| Section 905. | Notice of Supplemental Resolutions and Amendments | 44 |
| Section 906. | Effect of Supplemental Proceeding | 45 |
| Section 907. | Resolution Constitutes Contract | 45 |
| Section 908. | Subsequent Proceedings Consistent with Resolution | 45 |

ARTICLE X
MISCELLANEOUS

| | | |
|---------------|---|----|
| Section 1001. | Consents of Bondholders | 46 |
| Section 1002. | Limitation of Rights | 46 |
| Section 1003. | Severability | 46 |
| Section 1004. | Immunity of Members, Officers, and Employees of the Authority | 46 |
| Section 1005. | Communications | 47 |
| Section 1006. | Payments Due on Day Other than a Business Day | 48 |
| Section 1007. | Laws Governing Resolution | 48 |
| Section 1008. | Performance Audit | 48 |
| Section 1009. | Bond Purchase Agreement | 48 |
| Section 1010. | Official Statement | 48 |
| Section 1011. | Captions | 48 |
| Section 1012. | Repealer | 49 |
| Section 1013. | General Authority | 49 |

Exhibit A: Form of Intergovernmental Contract

BOND RESOLUTION

THIS BOND RESOLUTION (this “**Resolution**”), adopted this _____, 2021, by the Perry Public Facilities Authority, a body corporate and politic and a public corporation which is deemed to be a political subdivision of the State of Georgia (the “**Authority**”);

WITNESSETH:

WHEREAS, the Authority has been created pursuant to an act of the General Assembly of the State of Georgia, the Perry Public Facilities Authority Act, Ga. Laws 2015, p. 4167 *et seq.* (the “**Act**”), and is deemed to be a political subdivision of the State of Georgia and a public corporation and instrumentality of the State of Georgia; and

WHEREAS, the Authority was created by the Act for the general purpose of undertaking any project in connection with the acquisition, construction, reconstruction, improvement, betterment, or extension of all buildings, facilities, equipment, and other real and personal property necessary or beneficial for the operation of the City of Perry, Georgia (the “**City**”), or any department, agency, division, or commission thereof; and

WHEREAS, under the Act, the Authority is authorized to acquire, construct, and equip any “project” described in the Act, which includes buildings, facilities, equipment, and other real and personal property necessary or beneficial for the efficient operation of the City, or any department, agency, division, or commission thereof, or any undertaking of the City permitted pursuant to the Revenue Bond Law, and to issue revenue bonds for the purpose of paying all or any part of the cost of any project of the Authority; and

WHEREAS, under the Act, the Authority is further empowered to make contracts for the construction of projects or contracts with respect to the use of projects and to contract with any political subdivision of the State of Georgia upon such terms and for such purposes as may be deemed advisable; and

WHEREAS, pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia, any municipal corporation or other political subdivision of the State of Georgia may contract for any period not exceeding 50 years with any public authority for joint services, for the provision of services or for the joint or separate use of facilities and equipment, provided such contracts deal with activities, services or facilities which the contracting parties are authorized by law to undertake or provide; however, under Georgia law, the City may obligate itself to make the payments required under such contract from money received from taxes and from any other source without creating a debt within the meaning of Article IX, Section V, Paragraph I of said Constitution; and

WHEREAS, the City and the Authority are each a “governmental body” as defined by the Revenue Bond Law of Georgia, codified in Official Code of Georgia Annotated (“**O.C.G.A.**”) § 36-82-60 through § 36-82-85, as amended, and are authorized to finance any revenue “undertaking” described therein and to issue revenue bonds to finance any undertaking; and

WHEREAS, in accordance with O.C.G.A §§ 36-34-2 and 36-34-5, the City has the power to provide for municipal offices and buildings and the acquisition and construction of water,

sewerage, and stormwater systems, all for its citizens, and further has the power to finance such services and facilities in accordance with O.C.G.A. § 36-34-6; and

WHEREAS, the City of Perry, Georgia (the “City”) has requested that the Authority issue its revenue bonds in the aggregate principal amount of [\$_____], as authorized by the Act, to be secured by an intergovernmental contract with the City, to provide funds to finance (i) certain additions and improvements to the sewer and stormwater systems of the City (the “Projects”), and (ii) to pay certain costs of issuing the hereinafter described Series 2021 Bonds, all in accordance with the plans and specifications on file with the City and which by this reference thereto are incorporated herein and made a part hereof as fully as if set forth herein in their entirety; and

WHEREAS, in furtherance of its public purposes and pursuant to said request of the City, the Authority proposes to provide funds to finance the acquisition, construction, and equipping of the Projects, the title to which shall be vested in the City through the issuance of the Authority’s REVENUE BONDS (CITY OF PERRY PROJECTS), SERIES 2021, in the aggregate principal of [\$_____] (the “Series 2021 Bonds”), pursuant to this Resolution; and

WHEREAS, in consideration for the Authority’s issuance of the Series 2021 Bonds, the City has agreed to enter into an intergovernmental contract with the Authority, to be dated as of the date of issuance and delivery of the Series 2021 Bonds (the “Contract”), the form of which is attached hereto as Exhibit A, which Contract will provide, among other provisions, for payment by the City to the Sinking Fund (as defined herein), for the account of the Authority, of amounts sufficient to pay the principal of and interest on the Series 2021 Bonds and any bonds issued hereafter on a parity therewith, and to pay the reasonable charges and fees, if any, of the Paying Agent and Bond Registrar (as defined herein), and other expenses more fully and clearly referenced by the terms and provisions contained in the Contract; and

WHEREAS, the City is authorized pursuant to the Constitution of the State of Georgia to levy taxes, and to expend tax money of the City and other available funds and to obligate the City to make payment thereof to the Authority of the amounts provided for in the Contract; and

WHEREAS, the Act provides that revenue bonds issued by the Authority shall not be deemed to constitute a debt of the State of Georgia or any political subdivision thereof, but any political subdivision contracting with the Authority may obligate itself to make the payments required under such contract from money received from taxes levied for such purpose and from any other source, and such obligation shall constitute a general obligation and a pledge of the full faith and credit of the obligor but shall not constitute a debt within the meaning of Article IX, Section V, Paragraph I of the Constitution of the State of Georgia, and when the obligation is made to make such payments from taxes to be levied for that purpose, then the obligation shall be mandatory to levy and collect such taxes from year to year in an amount sufficient to fulfill and fully comply with the terms of such obligation.

NOW, THEREFORE, BE IT RESOLVED by the Perry Public Facilities Authority in public meeting properly and lawfully called and assembled, and it is hereby resolved by authority of the same, as follows:

ARTICLE I

DEFINITIONS AND RULES OF CONSTRUCTION

Section 101. Definitions. Unless the context clearly requires otherwise, all terms used herein shall have the meanings set forth in this Article I.

“**Act**” means Ga. Laws 2015, p. 4167 *et seq.*

“**Authentication Agent**” means The Bank of New York Mellon Trust Company, N.A., or such other bank or trust company so designated by the Authority for the Series 2021 Bonds.

“**Authorized Newspaper**” means a newspaper or financial journal of general circulation in New York, New York which carries financial news, is printed in the English language and is customarily published on each Business Day.

“**Authority**” means the Perry Public Facilities Authority and its successors.

“**Bond Counsel**” means an attorney at law or a firm of attorneys, designated by the Authority, of nationally recognized standing in matters pertaining to the tax-exempt nature of interest on bonds issued by states and their political subdivisions, duly admitted to the practice of law before the highest court of any state of the United States of America.

“**Bond Date**” means the date of issuance and delivery of the Series 2021 Bonds or such other date as the Authority shall approve.

“**Bond Year**” means the period beginning on April 2 of each calendar year and ending on April 1 of the following calendar year.

“**Bondholder,**” “**Bondholders,**” “**Holder,**” or “**owner of Bonds**” means the registered owner of any Bond.

“**Bond Registrar**” means The Bank of New York Mellon Trust Company, N.A., or such other bank or trust company so designated by the Authority for the Series 2021 Bonds.

“**Bonds**” means the outstanding Series 2021 Bonds and, from and after the issuance of any Parity Bonds, unless the context clearly indicates otherwise, such Parity Bonds.

“**Business Day**” means a day which is not (a) a Saturday, a Sunday, or a legal holiday on which banking institutions in the State of Georgia, the State of New York, or the state in which is located the designated office of the Paying Agent (if a bank or trust company) are authorized by law or executive order to close or (b) a day on which the New York Stock Exchange is authorized or obligated by law or executive order to close.

“**Cede & Co.**” means Cede & Co., the nominee of DTC or any successor nominee of DTC.

“**City**” means the City of Perry, Georgia, a municipal corporation of the State.

“City Representative” means the person or persons at the time designated to act on behalf of the City by written certificate furnished to the Authority, containing the specimen signature of each such person.

“Code” means the Internal Revenue Code of 1986, as amended.

“Construction Fund” means the fund authorized to be established by Section 503 of this Resolution.

“Construction Fund Custodian” means such bank or trust company to be designated in accordance with Section 602(c).

“Continuing Disclosure Certificate” means the Continuing Disclosure Certificate executed by an officer of the City and dated the date of issuance and delivery of the Series 2021 Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

“Contract” means the intergovernmental contract, to be dated as of the date of issuance and delivery of the Series 2021 Bonds, between the Authority and the City, as the same may be amended or supplemented.

“Cost” or **“Costs”** in connection with the Projects, means all expenses which are properly chargeable thereto under generally accepted accounting principles or which are incidental to the financing, acquisition, construction, or installation of the Projects, or which otherwise may be financed under the Act, including, without limiting the generality of the foregoing:

(a) amounts payable to contractors and costs incident to the award and performance of contracts;

(b) cost of labor, materials, facilities, and services furnished by the City, and its employees or others, materials and supplies purchased by the City or others, and permits and licenses obtained by the City or others;

(c) engineering, architectural, legal, accounting, and other professional and advisory fees, as well as the fees and expenses, if any, of the Bond Registrar and Paying Agent;

(d) costs, fees, and expenses in connection with the acquisition of real and personal property or rights therein, including premiums for title insurance;

(e) costs of equipment;

(f) amounts required to repay temporary loans or advances of the City’s funds made to finance preliminary expenditures relating to the Projects, such as engineering, architectural, surveying, and similar costs; and

(g) costs of site improvements, including demolition, performed in anticipation of the Projects.

“Costs of Issuance” means the reasonable and necessary costs and expenses incurred by the Authority and the City with respect to the issuance of a series of Bonds, the Contract, this Resolution, and any transaction or event contemplated by the Contract or this Resolution, including fees and expenses of engineers, accountants, attorneys, and underwriters, and financial fees and expenses, advertising, recording, validation and printing expenses, and all other expenses incurred in connection with the issuance of a series of Bonds.

“Costs of Issuance Account” means the account authorized to be established by Section 502 of this Resolution.

“Counsel” means an attorney at law duly admitted to practice law before the highest court in any state.

“DTC” means The Depository Trust Company, New York, New York, a limited purpose trust company organized under the laws of the State of New York, or its nominee, or any other person, firm, association or corporation designated in any resolution of the Authority supplemental hereto to serve as securities depository for a series of Bonds.

“DTC Participant” means securities brokers and dealers, banks, trust companies, clearing corporation, and certain other corporations which have access to the DTC system.

“Event of Default” shall have the meaning given such term in Section 801 of this Resolution.

“Federal Tax Certificate” means a certificate executed by the appropriate officer of the Authority, dated the date of issuance and delivery of a series of Bonds, to the effect that on the basis of facts and estimates set forth therein, which may be provided by the City and relied on by the Authority, (A) it is not expected that the proceeds of the series of Bonds will be used in a manner that would cause the said Bonds to be “arbitrage bonds” within the meaning of § 148 of the Code and applicable regulations thereunder, and (B) to the best knowledge and belief of said officer, such expectations are reasonable.

“Interest Payment Date” shall have the meaning given such term in Section 202 of this Resolution.

“O.C.G.A.” means Official Code of Georgia Annotated.

“Outstanding under this Resolution,” “Outstanding hereunder,” or “Outstanding,” when used in reference to the Bonds means, as at any particular date, the aggregate of all Bonds authenticated and delivered under this Resolution except:

(a) Bonds canceled after purchase in the open market or because of payment at maturity or redemption prior to maturity;

(b) Bonds otherwise deemed to be paid in accordance with Article VII of this Resolution; and

(c) Bonds in lieu of or in exchange or substitution for which other Bonds shall have been authenticated and delivered pursuant to this Resolution unless proof is presented that such Bonds are held by a bona fide purchaser.

“Parity Bonds” means any revenue bonds of the Authority which may be issued hereafter on a parity with the Series 2021 Bonds in accordance with the terms of this Resolution.

“Paying Agent” means The Bank of New York Mellon Trust Company, N.A., or such other bank or trust company so designated by the Authority for the Series 2021 Bonds.

“Person” or **“persons,”** unless the context shall otherwise indicate, shall include any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization or government, or any agency or political subdivision thereof.

“Plans and Specifications” means the plans and specifications for the Projects prepared by or at the request of the City and on file with the City, as the same may be amended or revised from time to time as authorized in Section 4.05 of the Contract.

“Record Date” shall have the meaning given such term in Section 202 of this Resolution.

“Projects” shall have the meaning given such term in the Preamble to this Resolution.

“Resolution” means this Bond Resolution, as the same may be amended or supplemented.

“Revenues” means all money paid to the Authority by the City pursuant to Section 5.02(a) of the Contract, and all receipts of the Paying Agent credited under the provisions of this Resolution against such payments.

“Series 2021 Bonds” means the PERRY PUBLIC FACILITIES AUTHORITY REVENUE BONDS (CITY OF PERRY PROJECTS), SERIES 2021 authorized to be issued pursuant to the terms of this Resolution.

“Sinking Fund” means the fund authorized to be established by Section 507 of this Resolution.

“Sinking Fund Custodian” means The Bank of New York Mellon Trust Company, N.A., or such other bank or trust company so designated by the Authority for the Series 2021 Bonds.

“State” means the State of Georgia.

“Underwriter” means, with respect to the Series 2021 Bonds, Raymond James & Associates, Inc., in Atlanta, Georgia.

Section 102. Rules of Construction. The definitions set forth herein shall be equally applicable to both the singular and the plural forms of the terms therein defined and shall cover all genders.

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

All references herein to particular Articles or Sections are references to Articles or Sections of this Resolution unless otherwise specified.

[END OF ARTICLE I]

ARTICLE II

AUTHORIZATION, TERMS, AND FORM OF BONDS

Section 201. Authorization and Designation of Bonds. Revenue bonds of the Authority designated PERRY PUBLIC FACILITIES AUTHORITY REVENUE BONDS (CITY OF PERRY PROJECTS), SERIES 2021, in the aggregate principal amount of [\$ _____] (the “Series 2021 Bonds”), are hereby authorized to be issued pursuant to the Revenue Bond Law of Georgia, codified in O.C.G.A. § 36-82-60 through § 36-82-85, as amended, the Constitution of the State, the general laws of the State, the laws of the State relating to the Authority, and pursuant to this Resolution, and all the covenants, agreements, and provisions of this Resolution shall be for the equal and proportionate benefit and security of all owners of the Bonds without preference, priority or distinction as to the charge, lien, or otherwise of any one Bond over any other Bond.

Section 202. Maturity, Interest Rates, Payment Dates, Date, Redemption Provisions, and Other Particulars of the Bonds.

(a) The Series 2021 Bonds shall bear interest at the rates set forth below, calculated on the basis of a 360-day year of twelve 30-day months, payable on April 1 and October 1 (each an “Interest Payment Date”) in each year, beginning October 1, 2021, and shall mature and be paid on April 1 in the years and principal amounts as follows:

| <u>Year</u> | <u>Principal Amount
Maturing</u> | <u>Interest
Rate</u> |
|-------------|--------------------------------------|--------------------------|
| 2022 | | |
| 2023 | | |
| 2024 | | |
| 2025 | | |
| 2026 | | |
| 2027 | | |
| 2028 | | |
| 2029 | | |
| 2033 | | |
| 2034 | | |
| 2035 | | |
| 2036 | | |
| 2037 | | |
| 2038 | | |
| 2041 | | |
| 2042 | | |

*subject to optional and scheduled mandatory redemption

(b) The Series 2021 Bonds are subject to redemption prior to maturity as provided by Article III herein.

(c) The Series 2021 Bonds as originally issued shall be lettered and numbered from R-1 upward in order of maturity according to the records maintained by the Bond Registrar.

(d) The Series 2021 Bonds shall be dated the date of their issuance and delivery or such other date as the Authority shall approve (the “**Bond Date**”).

(e) Except as provided in this Section, each Bond shall bear interest from the Interest Payment Date next preceding the date of authentication of such Bond to which interest on the Bonds has been paid, unless (i) such date of authentication is an Interest Payment Date to which interest has been paid, in which case from such Interest Payment Date, (ii) such date of authentication of such Bond is after the Record Date with respect to an Interest Payment Date and prior to such Interest Payment Date, in which case from such Interest Payment Date, or (iii) no interest has been paid on the Bonds, in which case from the Bond Date.

(f) The person in whose name any Bond is registered at the close of business on any Record Date with respect to any Interest Payment Date shall be entitled to receive the interest payable on such Interest Payment Date notwithstanding any registration of transfer or exchange subsequent to such Record Date and prior to such Interest Payment Date. The term “**Record Date**” as used in this Section with respect to any Interest Payment Date means the 15th day of the calendar month next preceding such Interest Payment Date; provided, however, that if and to the extent a default shall occur in the payment of interest due on such Interest Payment Date, such past due interest shall be paid to the persons in whose name Outstanding Bonds are registered on a subsequent date of record established by notice given by mail by the Bond Registrar to the Holders of the Bonds not less than 30 days preceding such subsequent date of record.

(g) The principal of and redemption premium, if any, and interest on the Bonds shall be payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. The principal of the Bonds shall be payable upon the presentation and surrender of the Bonds to the Paying Agent. The interest on the Bonds shall be paid by check or draft mailed by the Paying Agent by first class mail to the respective owners of the Bonds at their addresses as they appear on the bond register kept by the Bond Registrar (or by wire transfer to the registered owner of Bonds in the minimum aggregate principal amount of \$1,000,000 at a wire transfer address which said registered owner has provided to the Paying Agent not less than five business days prior to an Interest Payment Date, which wire instructions shall remain in effect until the Paying Agent is notified to the contrary).

(h) The Series 2021 Bonds shall be issued as fully registered bonds, without coupons, in the denomination of \$5,000 in principal amount or any integral multiple thereof in excess of \$5,000.

(i) The Bonds are authorized to be issued in either certificated form distributed to the purchaser thereof or book-entry only form, with no physical distribution of Bonds made to the public.

If Bonds are issued as book-entry bonds, the following procedures shall apply thereto:

The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee), or such other name as may be requested by an authorized representative of DTC. One fully-registered Bond certificate will be issued for each maturity, in the aggregate principal amount of such maturity, and will be held by the Bond Registrar on behalf of DTC.

Purchases of the Bonds under the DTC system must be made by or through Direct Participants (which include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations), which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond (a "**Beneficial Owner**") is in turn to be recorded on the records of the Direct Participants and others such as U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("**Indirect Participants**"). Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The registration of the Bonds in the name of Cede & Co., or such other DTC nominee, do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Principal and interest payments on the Bonds will be made by the Paying Agent to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Authority or the Paying Agent, on the payable date in accordance with their respective holdings shown on DTC's records. Payments by Direct and Indirect Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Paying Agent, or the Authority, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal and interest to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Authority or the Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

In the event that (a) DTC determines not to continue to act as securities depository for the Bonds or (b) the Authority determines that the continuation of the book-entry system of evidence and transfer of ownership of the Bonds would adversely affect the interests of the Authority or the Beneficial Owners of the Bonds, the Authority shall discontinue the book-entry system with DTC. If the Authority fails to identify another qualified securities depository to replace DTC, the Authority will cause the Paying Agent to authenticate and deliver replacement Bonds in the form of fully registered Bonds to each Beneficial Owner.

If the book-entry system of evidence and transfer of ownership of the Bonds set forth in this Paragraph (g) of this Section is discontinued, the Bonds shall be delivered solely as fully registered Bonds without coupons in the denominations of \$5,000 or any integral multiple thereof, shall be lettered "R" and numbered separately from 1 upward, the principal of the Bonds shall be payable upon the presentation and surrender of the Bonds at the designated corporate trust office of the Paying Agent, and the interest on the Bonds shall be paid by check or draft mailed by the Paying Agent by first class mail to the respective owners of the Bonds at their addresses as they appear on the bond register kept by the Bond Registrar (or by wire transfer to the registered owner of Bonds in the minimum aggregate principal amount of \$1,000,000 at a wire transfer address which said registered owner has provided to the Paying Agent not less than five business days prior to an Interest Payment Date, which wire instructions shall remain in effect until the Paying Agent is notified to the contrary), and shall be executed, authenticated, registered, exchanged, and canceled pursuant to the further provisions of Article II hereof. In addition, the Authority will pay all costs and fees associated with the printing of the Bonds and issuance of the same in certificated form.

So long as Cede & Co. or such other DTC nominee, as nominee for DTC, is the sole Bondholder, the Authority and the Bond Registrar will treat Cede & Co. or such other nominee as the only owner of the Bonds for all purposes under this Resolution, including receipt of all principal of and interest on the Bonds, receipt of notices, voting, and requesting or directing the Authority or the Paying Agent to take or not to take, or consenting to, certain actions under this Resolution. The Authority has no responsibility or obligation to the Direct or Indirect Participants or the beneficial owners with respect to (a) the accuracy of any records maintained by DTC or any Direct or Indirect Participant; (b) the payment by any Direct or Indirect Participant of any amount due to any beneficial owner in respect of the principal of and interest on the Bonds; (c) the delivery or timeliness of delivery by any Direct or Indirect Participant of any notice to any beneficial owner which is required or permitted under the terms of this Resolution to be given to Bondholders; or (d) other action taken by DTC or Cede & Co. or such other DTC nominee, as owner.

If a series of Bonds is issued as book-entry only, the form of said series of Bonds shall contain the following text:

Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Perry Public Facilities Authority or its agent for registration of transfer, exchange, or payment, and any Bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an

authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

THE AUTHORITY HAS ESTABLISHED A BOOK-ENTRY SYSTEM OF REGISTRATION FOR THIS BOND. EXCEPT AS SPECIFICALLY PROVIDED OTHERWISE IN THE HEREINAFTER DEFINED RESOLUTION, CEDE & CO., AS NOMINEE OF THE DEPOSITORY TRUST COMPANY, WILL BE THE REGISTERED OWNER AND WILL HOLD THIS BOND ON BEHALF OF EACH BENEFICIAL OWNER HEREOF. BY ACCEPTANCE OF A CONFIRMATION OF PURCHASE, DELIVERY OR TRANSFER, EACH BENEFICIAL OWNER OF THIS BOND SHALL BE DEEMED TO HAVE AGREED TO SUCH ARRANGEMENT. CEDE & CO., AS REGISTERED OWNER OF THIS BOND, WILL BE TREATED AS THE OWNER OF THIS BOND FOR ALL PURPOSES.

Section 203. Execution of Bonds. The Bonds will be executed on behalf of the Authority with the manual or facsimile signature of its Chairperson or Vice Chairperson and shall have printed or impressed thereon the official seal of the Authority and be attested with the manual or facsimile signature of its Secretary or Assistant Secretary. In case any officer of the Authority whose signature shall appear on any Bonds shall cease to be such officer before the delivery of such Bonds, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 204. Authentication of Bonds. Each Bond shall bear thereon a certificate of authentication substantially in the form hereinafter prescribed, executed by the Authentication Agent with a manually executed signature. Only such Bonds as shall bear thereon such certificate of authentication shall be entitled to any right or benefit under this Resolution, and no Bond shall be valid or obligatory for any purpose until such certificate of authentication shall have been duly executed by the Authentication Agent, and such certificate of the Authentication Agent shall be conclusive evidence that such Bond so authenticated has been duly authenticated, registered, and delivered, and that the owner thereof is entitled to the benefits of this Resolution. The Authentication Agent's certificate of authentication on any Bond shall be deemed to have been executed by the Authentication Agent if signed manually by the Authentication Agent or its authorized representative, but it shall not be necessary that the same signatory or authorized signatory sign the certificate of authentication on all of the Bonds.

Section 205. Mutilated, Lost, Stolen, or Destroyed Bonds. If any Bond is mutilated, lost, stolen, or destroyed, the Authority shall execute and the Authentication Agent shall authenticate and deliver a new bond of like date, maturity, and denomination to that mutilated, lost, stolen, or destroyed bond; provided that, in the case of any mutilated bond, such mutilated bond first shall be surrendered to the Authority or the Bond Registrar, and in the case of any lost, stolen, or destroyed bond, there first shall be furnished to the Authority and the Bond Registrar evidence of such loss, theft, or destruction satisfactory to the Authority and the Bond Registrar, together with an indemnity satisfactory to them. If any such bond shall have matured, instead of issuing a duplicate bond, the Paying Agent may pay the same without surrender thereof making such requirements as it deems fit for its protection, including a lost instrument bond. In executing a new bond, the Authority may rely conclusively upon a representation of the Bond Registrar

that the Bond Registrar is satisfied with the adequacy of the evidence presented concerning the mutilation, loss, theft, or destruction of any Bond.

Section 206. Validation Certificate. A validation certificate of the Clerk of Superior Court of Houston County, State of Georgia, bearing the manual signature or the engraved, imprinted, stamped, or otherwise reproduced facsimile signature of such Clerk and the impressed, imprinted, or otherwise reproduced seal of said court will be endorsed on each Bond and will be essential to its validity.

Section 207. Paying Agent and Bond Registrar; Authentication Agent. The Bond Registrar, Paying Agent, and Authentication Agent for a series of Bonds will keep proper registration, exchange, and transfer records in which it shall register the name and address of the owner of each Bond for which it serves as Bond Registrar, Paying Agent, and Authentication Agent.

Section 208. Interchangeability of Bonds. The Bonds, upon surrender thereof to the Bond Registrar with a written instrument of transfer satisfactory to the Bond Registrar, duly executed by the registered owner or such owner's duly authorized attorney, may be exchanged, at the option of the registered owner and upon payment by such registered owner of any charges which the Bond Registrar may make as provided in Section 210, for an equal aggregate principal amount of Bonds of any other authorized denominations.

Section 209. Transfer and Registration of Bonds. Bonds shall be transferable only upon the books of the Authority (which shall be kept for that purpose by the Bond Registrar) by the registered owner thereof in person or by such owner's attorney duly authorized in writing, upon surrender thereof together with a written instrument of transfer satisfactory to the Bond Registrar duly executed by the registered owner or such owner's duly authorized attorney. Upon the transfer of any such registered Bond the Authority shall issue in the name of the transferee a new fully registered Bond, without coupons, of the same aggregate principal amount and maturity as the surrendered Bond.

Section 210. Regulations With Respect to Exchanges and Transfers. In all cases in which the privilege of exchanging or transferring Bonds is exercised, the Authority shall execute and the Bond Registrar shall authenticate and deliver Bonds in accordance with the provisions hereof. All Bonds surrendered in any such exchanges or transfers shall forthwith be delivered to the Bond Registrar and canceled or retained by the Bond Registrar. No service charge shall be made to any Bondholder for any registration of transfer or exchange of Bonds, but for every such exchange or transfer the Authority or the Bond Registrar may make a charge sufficient to reimburse it for any tax or other governmental charge, if any, required to be paid with respect to such exchange or transfer. The Bond Registrar shall not be required (i) to issue, transfer, or exchange any Bond during a period beginning at the opening of business 15 days before the day of the mailing of a notice of redemption of Bonds selected for redemption and ending at the close of business on the day of such mailing or (ii) to register the transfer of or exchange of any Bond so selected for redemption in whole or in part.

Section 211. Form of Bonds. The Series 2021 Bonds and the certificate of validation and certificate of authentication to be endorsed thereon will be in substantially the following

terms and form, with such variations, omissions, and insertions as may be required to complete properly each respective Series 2021 Bond and as may be approved by the officer or officers executing each Series 2021 Bond by manual or facsimile signature, which approval shall be conclusively evidenced by such execution:

[FORM OF SERIES 2021 BONDS]

Unless this Series 2021 Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Perry Public Facilities Authority or its agent for registration of transfer, exchange, or payment, and any Series 2021 Bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

No. R-

UNITED STATES OF AMERICA
STATE OF GEORGIA

PERRY PUBLIC FACILITIES AUTHORITY
REVENUE BOND (CITY OF PERRY PROJECTS),
SERIES 2021

Maturity Date: _____, 20____

CUSIP:

Interest Rate: _____%

Principal Amount: \$ _____

Bond Date: [Date of Issuance and Delivery]

Registered Owner: Cede & Co.

The Perry Public Facilities Authority (the "Authority"), a body corporate and politic, duly created and existing pursuant to the Constitution and laws of the State of Georgia, particularly an act of the General Assembly of Georgia (Ga. Laws 2015, p. 4167 *et seq.*) (the "Act"), for value received hereby promises to pay or cause to be paid to the registered owner named above, or registered assigns, the principal amount specified above, on the maturity date specified above, upon presentation and surrender of this Series 2021 Bond ("this Bond") to The Bank of New York Mellon Trust Company, N.A., at its designated corporate trust office, as Bond Registrar and Paying Agent, in lawful money of the United States of America, and to pay to the registered owner hereof by check or draft mailed by first class mail to such owner at such owner's address as it shall appear on the bond register kept by the Bond Registrar (or by wire transfer to the registered owner of Series 2021 Bonds in the minimum aggregate principal amount of \$1,000,000 at a wire transfer address which said registered owner has provided to the Paying Agent not less than five days prior to an Interest Payment Date, which wire instructions shall remain in effect until the Paying Agent is notified to the contrary), interest on such principal sum, at the interest rate per annum specified above, payable on April 1 and October 1 (each an "Interest Payment Date") of each year, beginning October 1, 2021, from the Bond Date, or from the most recent Interest Payment Date to which interest has been paid until payment is made of such principal sum in full.

The interest so payable on any such Interest Payment Date will be paid to the person in whose name this Bond is registered at the close of business on the 15th day of the calendar month preceding such Interest Payment Date; provided, however, that if and to the extent a default shall occur in the payment of interest due on said Interest Payment Date, such past due interest shall be paid to the persons in whose names outstanding Series 2021 Bonds are registered on a subsequent date of record established by notice given by mail by the Paying Agent to the Holders of the Series 2021 Bonds not less than 30 days preceding such subsequent date of record. Both the principal of and interest on this Bond are payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

This Bond is one of the duly authorized series of bonds designated PERRY PUBLIC FACILITIES AUTHORITY REVENUE BONDS (CITY OF PERRY PROJECTS), SERIES 2021, in the aggregate principal amount of [\$ _____] (the "Series 2021 Bonds"), issued under and secured by a bond resolution adopted by the Authority on _____, 2021 (the "Resolution"). The Series 2021 Bonds are being issued to provide funds to finance (i) certain additions and improvements to the sewer and stormwater systems of the City, and (ii) to pay certain costs of issuing the Series 2021 Bonds.

Pursuant to an intergovernmental contract, dated as of the date hereof (the "Contract"), between the Authority and the City, a political subdivision of the State of Georgia, the City is obligated to pay the principal of and redemption premium, if any, and interest on the Series 2021 Bonds and any additional Parity Bonds (as hereinafter defined) (collectively, the "Bonds") as the same shall become due in accordance with their terms and provisions and to pay all fees and expenses as provided for in the Resolution. The City is to pay the payments due under the Contract directly to the Sinking Fund Custodian for the account of the Authority and deposited in the PERRY PUBLIC FACILITIES AUTHORITY REVENUE BONDS, SERIES 2021 SINKING FUND (the "Sinking Fund").

Payment of the Series 2021 Bonds is secured by a first and prior pledge of and charge or lien on the revenue to be derived by the Authority pursuant to the Contract and the money on deposit in the Sinking Fund. In addition to the Series 2021 Bonds, the Authority, under certain conditions as provided in the Resolution, may issue additional revenue bonds ("Parity Bonds") which, if issued in accordance with such provisions, will rank *pari passu* with the Series 2021 Bonds with respect to the pledge of and the charge or lien on the revenue pledged to the payment thereof. Any such Parity Bonds may be redeemed in whole or in part before the maturity of the Series 2021 Bonds, subject to the requirements of the Resolution.

This Bond shall not constitute a debt or a pledge of the faith and credit of the State of Georgia or of any political subdivision thereof, but this Bond shall be payable solely from certain revenues and other funds of the authority as provided in the Resolution. The issuance of this Bond shall not obligate the State of Georgia or any political subdivision thereof, including the City or the Authority, to levy or pledge any form of taxation whatever for the payment hereof. No holder hereof or receiver or trustee in connection herewith shall have the right to enforce payment hereof against any property of the State of Georgia or any political subdivision thereof, including the City, or against any property of the Authority (other than the funds specifically pledged therefor pursuant to the Resolution), nor shall this Bond constitute a charge, lien, or encumbrance, legal or equitable, upon any such property. No recourse shall be had for the

payment of the principal of or the interest on this Bond against any officer, director, or member of the Authority. The Authority has no taxing power.

Terms defined in the Resolution and used but not defined herein, shall, unless the context otherwise requires, have the meanings ascribed to such terms in the Resolution.

THE AUTHORITY HAS ESTABLISHED A BOOK-ENTRY SYSTEM OF REGISTRATION FOR THE SERIES 2021 BONDS. EXCEPT AS SPECIFICALLY PROVIDED OTHERWISE IN THE HEREINAFTER DEFINED RESOLUTION, CEDE & CO., AS NOMINEE OF THE DEPOSITORY TRUST COMPANY, WILL BE THE REGISTERED OWNER AND WILL HOLD THIS BOND ON BEHALF OF EACH BENEFICIAL OWNER HEREOF. BY ACCEPTANCE OF A CONFIRMATION OF PURCHASE, DELIVERY, OR TRANSFER, EACH BENEFICIAL OWNER OF THIS BOND SHALL BE DEEMED TO HAVE AGREED TO SUCH ARRANGEMENT. CEDE & CO., AS REGISTERED OWNER OF THIS BOND, WILL BE TREATED AS THE OWNER OF THIS BOND FOR ALL PURPOSES.

The Series 2021 Bonds maturing on April 1, 20__, and thereafter are subject to redemption by the Authority, at the direction of the City, in whole or in part, at any time, beginning April 1, 20__ (if less than all of the Series 2021 Bonds of a maturity are to be redeemed, the actual Series 2021 Bonds of such maturity shall be selected by lot in such manner as may be designated by DTC while the Series 2021 Bonds are held as book-entry bonds and by the Paying Agent if the Bonds are no longer held as book-entry bonds), in such order as may be designated by the Authority, at the direction of the City, at a redemption price of 100% of the principal amount of the Series 2021 Bonds called for redemption plus accrued interest to the redemption date.

The Series 2021 Bonds maturing on April 1, 20__, are subject to scheduled mandatory redemption prior to maturity in part *pro rata* among the Bondholders of the mandatory Series 2021 Bonds to be redeemed (rounded to the nearest \$5,000 of the principal amount of each Bond) at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the date of such redemption, in the following principal amounts and on the dates set forth below (the April 1, 20__, amount to be paid at maturity rather than redeemed):

| <u>Year</u> | <u>Principal Amount</u> |
|-------------|-------------------------|
|-------------|-------------------------|

The Series 2021 Bonds maturing on April 1, 20__, are subject to scheduled mandatory redemption prior to maturity in part *pro rata* among the Bondholders of the mandatory Series 2021 Bonds to be redeemed (rounded to the nearest \$5,000 of the principal amount of each Bond) at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the date of such redemption, in the following principal amounts and on the dates set forth below (the April 1, 20__, amount to be paid at maturity rather than redeemed):

| <u>Year</u> | <u>Principal Amount</u> |
|-------------|-------------------------|
|-------------|-------------------------|

Except as otherwise provided in the Resolution, this Bond is transferable, as provided in the Resolution, only upon the books of the Bond Registrar, upon presentation at said office of this Bond with the written request of the registered owner hereof or such owner's attorney duly authorized in writing, and a written instrument of transfer satisfactory to the Bond Registrar duly executed by the registered owner or his duly authorized attorney.

Upon such transfer, a new registered Series 2021 Bond or Series 2021 Bonds of the same series and the same maturity and of authorized denomination or denominations for the proper principal amount shall be authenticated and delivered by the Authentication Agent. The Authority and the Paying Agent may deem and treat the registered owner hereof as the absolute owner hereof (whether or not this Bond shall be overdue) for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and neither the Authority nor the Paying Agent shall be affected by any notice to the contrary.

The person in whose name this Bond is registered shall be deemed and regarded as the absolute owner hereof for all purposes, and payment of or on account of either principal or interest made to such registered owner shall be valid and effectual to satisfy and discharge the liability upon this Bond to the extent of the sum or sums so paid. This Bond is registrable as transferred by the owner hereof in person or by such owner's attorney duly authorized in writing at the office of the Bond Registrar, all subject to the terms and conditions of the Resolution.

The Series 2021 Bonds shall be issued as fully registered bonds in the denomination of \$5,000 in principal amount or any integral multiple thereof in excess of \$5,000. This Bond, upon the surrender thereof to the Bond Registrar with a written instrument of transfer satisfactory to the Bond Registrar executed by the owner or the owner's attorney duly authorized in writing, may be exchanged, at the option of the owner, for an equal aggregate principal amount of Series 2021 Bonds of the same maturity and interest rate of any other authorized denomination. No service charge shall be made for any such exchange or registration of transfer, but the Bond Registrar may require payment of such charges as shall be sufficient to cover any tax or other governmental charge, if any, which may be payable in connection therewith.

To the extent and in the manner permitted by the Resolution, modifications or alterations of the provisions thereof or of any supplement thereto or of the Series 2021 Bonds may be made by the Authority with the consent of the owners of a majority in principal amount of the Series 2021 Bonds then outstanding without necessity for notation hereon or reference thereto.

No covenant or agreement contained in this Bond or the Resolution shall be deemed to be a covenant or agreement of any official, officer, agent or employee of the Authority in his or her individual capacity, and neither the members of the Authority nor any official executing this Bond shall be liable personally on this Bond or be subject to any personal liability or accountability by reason of the issuance of this Bond.

The Authority has designated the Series 2021 Bonds as "qualified tax-exempt obligations" for purposes of § 265(b)(3) of the Internal Revenue Code of 1986, as amended.

It is hereby certified and recited that all conditions, acts, and things required by law and the Resolution to exist, to have happened, and to have been performed precedent to and in the issuance of this Bond, do exist, have happened, and have been performed and that this Bond complies in all respects with the Act and with all applicable laws of the State of Georgia.

This Bond shall not be entitled to any benefit under the Resolution or be valid or become obligatory for any purpose until this Bond shall have been authenticated by the execution by the Authentication Agent of the certificate of authentication hereon.

IN WITNESS WHEREOF, the Perry Public Facilities Authority has caused this Bond to be executed with the manual or facsimile signature of its Chairperson, and its corporate seal to be hereunto reproduced or impressed and attested with the manual or facsimile signature of its Secretary, as of the day first above written.

PERRY PUBLIC FACILITIES AUTHORITY

(S E A L)

By: _____ (FORM)
Chairperson

Attest: _____ (FORM)
Secretary

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Series 2021 Bonds duly authorized by the within mentioned Resolution.

Date of Authentication: [Date of Issuance and Delivery]

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A.,
as Authentication Agent

By: _____ (FORM)
Authorized Signatory

* * * * *

STATE OF GEORGIA)
)
HOUSTON COUNTY)

VALIDATION CERTIFICATE

I, the undersigned Clerk of Superior Court of Houston County, State of Georgia, keeper of the records and seal thereof, hereby certify that this Series 2021 Bond was validated and confirmed by judgment of the Superior Court of Houston County, Georgia, on _____, 2021.

IN WITNESS WHEREOF, I hereunto have set my hand or caused my official signature and the seal of the Superior Court of Houston County, Georgia, to be reproduced hereon in facsimile.

(S E A L)

_____ (FORM)
Clerk of Superior Court
Houston County, Georgia

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns, and transfers unto

Social Security Number or
Other Identifying Number of Assignee:

Please print or type name and address
(including postal zip code) of Assignee:

the within bond and all rights thereunder, and hereby irrevocably constitutes and appoints
_____ as Agent to transfer the within bond on the
books kept for registration thereof, with full power of substitution in the premises.

(FORM)
Assignor

NOTICE: The signature to this Assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

Date: _____, 20__

Signature Guaranteed:

(FORM)

NOTICE: Signature(s) must be guaranteed by a member firm of the STAMP, SEMP, or MSP signature guarantee medallion programs.

[END OF FORM OF SERIES 2021 BOND]

[END OF ARTICLE II]

ARTICLE III
REDEMPTION OF BONDS BEFORE MATURITY;
PURCHASE OF BONDS IN MARKET

Section 301. Redemption of Series 2021 Bonds. The Series 2021 Bonds maturing on April 1, 20__, and thereafter are subject to redemption by the Authority, at the direction of the City, in whole or in part, at any time, beginning April 1, 20__ (if less than all of the Series 2021 Bonds of a maturity are to be redeemed, the actual Series 2021 Bonds of such maturity shall be selected by lot in such manner as may be designated by DTC while the Series 2021 Bonds are held as book-entry bonds and by the Paying Agent if the Series 2021 Bonds are no longer held as book-entry bonds), in such order as may be designated by the Authority at a redemption price of 100% of the principal amount of the Series 2021 Bonds called for redemption plus accrued interest to the redemption date.

The Series 2021 Bonds shall be called for redemption by the Bond Registrar pursuant to this Section 301 upon receipt by the Bond Registrar at least 45 days prior to the redemption date of a certificate of the Authority directing such redemption. Such certificate shall specify the maturity or maturities of the Series 2021 Bonds to be redeemed, the redemption date, the principal amount of the Series 2021 Bonds or portions thereof so to be called for redemption, the applicable redemption price or prices, and the provision or provisions of this Resolution pursuant to which such Series 2021 Bonds are to be called for redemption.

Section 302. Scheduled Mandatory Redemption. The Series 2021 Bonds maturing on April 1, 20__, are subject to scheduled mandatory redemption prior to maturity in part *pro rata* among the Bondholders of the mandatory Series 2021 Bonds to be redeemed (rounded to the nearest \$5,000 of the principal amount of each Bond) at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the date of such redemption, in the following principal amounts and on the dates set forth below (the April 1, 20__, amount to be paid at maturity rather than redeemed):

| <u>Year</u> | <u>Principal Amount</u> |
|-------------|-------------------------|
|-------------|-------------------------|

The Series 2021 Bonds maturing on April 1, 20__, are subject to scheduled mandatory redemption prior to maturity in part *pro rata* among the Bondholders of the mandatory Series 2021 Bonds to be redeemed (rounded to the nearest \$5,000 of the principal amount of each Bond) at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the date of such redemption, in the following principal amounts and on the dates set forth below (the April 1, 20__, amount to be paid at maturity rather than redeemed):

| <u>Year</u> | <u>Principal Amount</u> |
|-------------|-------------------------|
|-------------|-------------------------|

The *pro rata* redemption provided for in this Section 302 shall be made by redeeming from each Bondholder of the maturity to be redeemed that principal amount which bears the same proportion to the principal amount of such stated maturity registered in the name of such Bondholder as the total principal amount of such stated maturity to be redeemed on any date of scheduled mandatory redemption bears to the aggregate principal amount of such stated maturity Outstanding prior to redemption. If the Paying Agent cannot make a strict *pro rata* redemption among the Bondholders of a stated maturity, the Paying Agent will redeem more or less than a *pro rata* portion from one or more Bondholders of such stated maturity in such manner as the Paying Agent deems fair and reasonable. In connection with any such redemption prior to maturity, the Paying Agent will make appropriate entries in the Bond Register to reflect a portion of any Bond so redeemed and the amount of the principal remaining outstanding. The Paying Agent's notation in the Bond Register shall be conclusive as to the principal amount of any Outstanding Bond at any time.

Section 303. Notice of Redemption. The Bond Registrar shall give notice of redemption pursuant to this Article III one time not less than 30 days nor more than 45 days prior to the date fixed for redemption to the Holders of each of the Series 2021 Bonds being called for redemption by first class mail (electronically while the Series 2021 Bonds are held as book-entry bonds) at the address shown on the register of the Bond Registrar. Said notice may be a conditional notice under such terms as specified in the notice and shall contain the complete official name of the Series 2021 Bonds being redeemed, CUSIP number, certificate numbers, amounts called of each certificate (for partial calls), redemption date, redemption price, the Paying Agent's name and address (with contact person and phone number), date of issue of the Series 2021 Bonds, interest rate, and maturity date. Said notice shall also be given not less than 30 days nor more than 45 days prior to the date fixed for redemption, to the Electronic Municipal Market Access system ("EMMA") operated by the Municipal Securities Rulemaking Board or such other securities depository registered with the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended, which disseminate redemption notices. No transfer or exchange of any Bond so called for redemption shall be allowed. If any Holder of any Bond being redeemed pursuant to the provisions of this Article shall fail to present for redemption any such Bond within 60 days after the date fixed for redemption, a second notice of the redemption of such Bond shall be given to said Owner at the address of said Owner as shown on the bond register of the Bond Registrar within 90 days after the date fixed for redemption. The failure of the Bond Registrar to give such notice shall not affect the validity of the proceedings for the redemption of any Bond as to which no such failure occurred. Any notice mailed or delivered as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Holder receives the notice.

Section 304. Manner of Redemption. Series 2021 Bonds shall be redeemed only in the principal amount of \$5,000 or any integral multiple thereof. In the case of the Series 2021 Bonds of denominations greater than \$5,000, if less than all of such Series 2021 Bonds of a single maturity then outstanding are to be called for redemption then for all purposes in connection with redemption, each \$5,000 of face value shall be treated as though it were a separate Bond in the denomination of \$5,000. If it is determined that one or more, but not all of the \$5,000 units of face value represented by any Bond are to be called for redemption, then upon notice of the intention to redeem such \$5,000 unit or units, the Owner of such Bond shall forthwith surrender such Bond to the Paying Agent for payment of the redemption price (including the redemption

premium, if any, and interest to the date fixed for redemption) of the \$5,000 unit or units of face value called for redemption and there shall be issued to the Holder thereof, without charge therefor, fully registered Series 2021 Bonds for the unredeemed balance of the principal amount thereof, in any of the authorized denominations. If the Owner of any such Bond of a denomination greater than \$5,000 shall fail to present such Bond to the Paying Agent for payment in exchange as aforesaid, such Bond shall, nevertheless, become due and payable on the date fixed for redemption to the extent of the \$5,000 unit or units of face value called for redemption (and to that extent only); interest shall cease to accrue on the portion of the principal amount of such Bond represented by such \$5,000 unit or units of face value on and after the date fixed for redemption and (funds sufficient for the payment of the redemption price having been deposited with the Paying Agent and being available for the redemption) such Bond shall not be entitled to the benefit and security of this Resolution to the extent of the portion of its principal amount (and accrued interest thereon to the date fixed for redemption) represented by such \$5,000 unit or units

Section 305. Effect of Redemption Call. Notice having been given in the manner and under the conditions prescribed herein, and money for the payment of the redemption price being held by the Paying Agent, all as provided in this Resolution, the Series 2021 Bonds or the portion thereof so called for redemption shall become and be due and payable on the redemption date designated in such notice at the redemption price provided for redemption of such Series 2021 Bonds on such date. Interest on the Series 2021 Bonds or the portion thereof so called for redemption shall cease to accrue from and after the date fixed for redemption unless default shall be made in payment of the redemption price thereof upon presentation and surrender thereof. Such Series 2021 Bonds shall cease to be entitled to any lien, benefit or security under this Resolution and the Owners of such Series 2021 Bonds shall have no rights in respect thereof except to receive payment of the redemption price thereof and such Bond or the portion thereof so called shall not be considered to be outstanding. Upon surrender of such Bond paid or redeemed in part only, the Authority shall execute and the Bond Registrar shall deliver to the Owner thereof, at the expense of the Authority, a new Bond or Bonds of the same type, of authorized denominations in the aggregate principal amount equal to the unpaid or unredeemed portion of the Bond.

Section 306. Purchase of Series 2021 Bonds in Market. Nothing herein contained shall be construed to limit the right of the Authority to purchase Series 2021 Bonds in the open market, at a price not exceeding the then applicable redemption price of the Series 2021 Bonds to be acquired, or at par and accrued interest for Series 2021 Bonds not then subject to redemption, from funds in the Sinking Fund. Any such Series 2021 Bonds so purchased shall not be reissued and shall be cancelled.

Section 307. Redemption of Parity Bonds. Additional Parity Bonds may be made subject to redemption either mandatorily or at the option of the Authority prior to maturity at the times and upon such terms and conditions as may be prescribed in the respective resolutions of the Authority supplemental to this Resolution relating to such Parity Bonds. If Parity Bonds are issued hereafter, such Parity Bonds of any such future issue or issues may be redeemed in whole or in part before the maturity of the Series 2021 Bonds, subject to the Sinking Fund requirements herein prescribed, and subject to the call provisions of such future Parity Bond series; provided, however, the Authority is not restricted hereby from acquiring as a whole, by redemption or

otherwise, all Outstanding Bonds of all such issues from any money which may be available for that purpose.

[END OF ARTICLE III]

ARTICLE IV

GENERAL AUTHORIZATIONS AND AGREEMENTS; PARITY BONDS; NON-ARBITRAGE AND TAX COVENANTS

Section 401. Payment of Principal and Interest; Limited Obligation. The Authority agrees that it will promptly pay the principal of and interest on the Bonds at the place, on the dates, and in the manner provided herein and in the Bonds according to the true intent and meaning hereof and thereof. The Bonds shall not constitute a debt or a pledge of the faith and credit of the State of Georgia or of any political subdivision thereof, including the City, or of the Authority, but shall be payable from Revenues as provided herein. The issuance of the Bonds shall not obligate the State or any political subdivision thereof, including the City, to levy or pledge any form of taxation whatever for the payment thereof. No Holder of the Bonds or receiver or trustee in connection therewith shall have the right to enforce payment thereof against any property of the State or any political subdivision thereof, including the City, or against any property of the Authority (other than the funds specifically pledged therefor pursuant to this Resolution), nor shall the Bonds constitute a charge, lien or encumbrance, legal or equitable, upon any such property. No recourse shall be had for the payment of the principal of or interest on the Bonds against any officer, director, or member of the Authority. The Authority has no taxing power.

Section 402. Performance of Covenants; Authority. The Authority covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations, and provisions contained in this Resolution and in the Contract, in any and every Bond executed, authenticated, and delivered hereunder and in all of its proceedings pertaining hereto. The Authority covenants that it is duly authorized under the Constitution and laws of the State, including particularly and without limitation the Act, to issue the Bonds authorized hereby and to adopt this Resolution and to execute the Contract, that all action on its part for the execution and delivery of this Resolution has been duly and effectively taken, and that the Bonds in the hands of the owners thereof will be valid and enforceable obligations of the Authority according to the terms thereof and hereof.

Section 403. Instruments of Further Assurance. The Authority will execute, acknowledge, and deliver or cause to be executed, acknowledged, and delivered, such resolutions supplemental hereto and such further acts and instruments for the better assuring, pledging, and confirming the amounts pledged hereby to the payment of the principal of and redemption premium, if any, and interest on the Bonds. The Authority, except as herein and in the Contract provided, will not encumber any part of its interest in the Revenues payable under the Contract or its rights under the Contract.

Section 404. Priority of Pledge; Parity Bonds.

(a) The pledge made in Section 508 hereof of the Revenues payable under the Contract and on deposit in the Sinking Fund constitutes a first and prior pledge of and lien on said Revenues. No other bonds or obligations of any kind or nature will be issued hereafter which are payable from or enjoy a lien on the Revenues prior to the lien created thereon for the payment of the Bonds.

(b) Parity Bonds may be issued by the Authority from time to time, ranking as to the lien on the Revenues *pari passu* with the Series 2021 Bonds for the specific purpose of completing the financing of the Projects or financing improvements or additions, real or personal, to any portion of the Projects, provided all the following conditions are met:

(1) The payments covenanted to be made hereunder have been and are being made as required.

(2) The Authority and the City shall enter into a contract or an amendment to contract, reaffirming and extending through the final maturity of the Parity Bonds then proposed to be issued all applicable covenants, terms, and provisions of the Contract. Under the terms of such contract or amendment to contract, the City shall obligate itself to pay directly to the Sinking Fund Custodian, for credit to the Sinking Fund, amounts sufficient to pay the principal of and the interest on the Bonds then outstanding and on the Parity Bonds then proposed to be issued, and for the payment of the reasonable fees and charges, if any, of the Paying Agent and Bond Registrar, less the interest and principal requirements on any bonds or obligations to be paid or redeemed from any or all of the funds to be made available by the sale of the Parity Bonds proposed to be issued.

(3) The Authority shall pass proper proceedings reciting that all of the above requirements have been met and authorizing the issuance of such Parity Bonds and shall provide in such proceedings, among other things, for the date, the rate or rates of interest, maturity dates, and redemption provisions, if any, which such Parity Bonds shall bear. The interest on any such Parity Bonds shall fall due on the Interest Payment Dates in each year, and the Parity Bonds shall mature in annual installments on either Interest Payment Date, but not necessarily in each year or in equal installments. Any such proceeding or proceedings shall require that the payments then being made for deposit into the Sinking Fund to be increased to the extent necessary to pay the principal of and interest on the Outstanding Bonds and on the Parity Bonds proposed to be issued, less the principal and interest requirements on any bonds or obligations to be redeemed from any or all of the funds to be made available by the sale of the Parity Bonds proposed to be issued. Any such proceeding or proceedings shall restate and reaffirm by reference all of the applicable terms, conditions, and provisions of this Resolution.

(4) Such Parity Bonds and all proceedings relative thereto, and the security therefor, shall be validated as prescribed by law.

Section 405. Authorization of Contract. The execution, delivery, and performance of the Contract by and between the Authority and the City are hereby authorized. The Contract shall be in substantially the form attached hereto as Exhibit A, with such changes, insertions, or omissions as may be approved by the Chairperson or Vice Chairperson of the Authority. The Contract shall be executed by the Chairperson or Vice Chairperson of the Authority and attested by the Secretary or Assistant Secretary of the Authority.

Section 406. Authorization for Validation of Bonds. In order to carry out the issuance of the Series 2021 Bonds, and pursuant to the Constitution and laws of the State, including the Act, any officer of the Authority is hereby authorized and directed to immediately notify the

District Attorney of the Houston Judicial Circuit of the adoption of this Resolution by the Authority, to request said District Attorney to file a petition and complaint to confirm and validate the Series 2021 Bonds and to pass upon the security therefor, and any such officer is further authorized to acknowledge service and make answer in such proceeding.

Section 407. [Reserved].

Section 408. General Authorization. The proper officers of the Authority are hereby authorized, empowered, and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of this Resolution and the Contract, and are further authorized to take any and all further actions and execute and deliver any and all other documents as may be necessary in the issuance of the Series 2021 Bonds and the execution and delivery of the Contract and all other documents authorized hereby.

Section 409. Non-Arbitrage and Tax Covenants.

(a) The Authority covenants and agrees for the benefit of the purchasers and owners of the Bonds from time to time outstanding that so long as any of the Bonds remain outstanding, it will not intentionally cause any proceeds of the Bonds to be used to acquire higher yielding investments, except as may be otherwise permitted by § 148 of the Code, and that, at the written request of the City, it will comply with, and take such action and make such payments as may be permitted or required by § 148(f) of the Code, to insure that the Bonds do not constitute “arbitrage bonds” within the meaning of § 148(a) of the Code.

(b) The Authority hereby covenants and agrees that it will cause the proceeds from the sale of the Bonds to be expended and will take such action as may be requested of it by the City so that the interest on the Bonds will be and will remain excluded from the gross income of the owners thereof for federal income tax purposes, including, without limitation, compliance with provisions of §§ 141-149 of the Code, as applicable. In furtherance of this covenant, for the benefit of the Bondholders, the Authority agrees to comply with the provisions of a Federal Tax Certificate to be executed by the Authority and delivered concurrently with the issuance and delivery of the Bonds.

Section 410. Designation of the Series 2021 Bonds as Qualified Tax-Exempt Obligations. The Authority has designated the Series 2021 Bonds as “qualified tax-exempt obligations” within the meaning of § 265(b)(3) of the Code.

Section 411. Continuing Disclosure. No financial or operating data concerning the Authority is material to an evaluation of the offering of the Bonds or to any decision to purchase, hold or sell the Series 2021 Bonds and the Authority will not provide any such information. The Authority shall have no liability to the beneficial owners of the Series 2021 Bonds or any other person with respect to Securities and Exchange Commission Rule 15c2-12(b)(5). Pursuant to Section 2.02 of the Contract, the City has undertaken all responsibility for compliance with continuing disclosure requirements, and the Authority shall have no liability to the Bondowners or any other person with respect to Securities and Exchange Commission Rule 15c2-12.

[END OF ARTICLE IV]

ARTICLE V

APPLICATION OF BOND PROCEEDS; CONSTRUCTION FUND; COSTS OF ISSUANCE ACCOUNT; SINKING FUND; PLEDGE OF REVENUES

Section 501. Application of Bond Proceeds. The proceeds derived from the sale of the Series 2021 Bonds shall be applied by the Authority, concurrently with the delivery of the Series 2021 Bonds to the initial purchaser or purchasers thereof, as follows:

(i) all Costs of Issuance of the Series 2021 Bonds shall be paid at closing directly to those persons who shall be entitled to the same, or a portion of the proceeds estimated to be sufficient to pay all or a portion of the Costs of Issuance may be deposited in a Costs of Issuance Account to be created by the Authority and disbursed in accordance with Section 502 hereof; and

(ii) the balance of the proceeds of the Series 2021 Bonds shall be deposited into the Construction Fund for use in payment of the Costs of the Projects.

Section 502. Costs of Issuance Account.

(a) A special account is hereby authorized to be created and established prior to the issuance and delivery of the Series 2021 Bonds, said fund to be designated the PERRY PUBLIC FACILITIES AUTHORITY, SERIES 2021 COSTS OF ISSUANCE ACCOUNT (the “**Costs of Issuance Account**”). If created and established, said fund shall be held separate and apart from all other deposits or funds, and any money deposited into the Costs of Issuance Account pursuant to Section 501(a) shall be disbursed to pay, or reimburse the City for, all or a portion of the Costs of Issuance.

(b) The Authority hereby appoints the City as agent of the Authority to make disbursements from the Costs of Issuance Account. Such disbursements shall not require the hereinafter described requisition and certificate but shall require an invoice for such payment; however, the City shall keep and maintain adequate records pertaining to the Costs of Issuance Account and all disbursements therefrom.

(c) Money on deposit in the Costs of Issuance Account may be invested, pending disbursement or use, in accordance with Section 601.

Section 503. Construction Fund. A construction fund is hereby authorized to be established prior to or concurrently with the issuance and delivery of the Series 2021 Bonds, said fund to be designated the PERRY PUBLIC FACILITIES AUTHORITY REVENUE BONDS, SERIES 2021 CONSTRUCTION FUND (the “**Construction Fund**”). Proceeds from the sale of the Series 2021 Bonds as set forth in Section 501(ii) of this Resolution and any other funds received by grant, donation or otherwise to finance the Projects, shall be deposited to the credit of the Construction Fund. Such money as are deposited in the Construction Fund shall be held by the Construction Fund Custodian and withdrawn only in accordance with the provisions and restrictions set forth in this Resolution, and the City as agent of the Authority, will not cause or permit to be paid therefrom any sums except in accordance herewith; provided, however, that any money in the Construction Fund not needed at the time for the payment of the current obligations during the

course of the acquisition, construction, and equipping of the Projects, may be invested and reinvested by the Construction Fund Custodian, upon direction of the City, as agent for the Authority, in such investments as are set forth in Section 601(a) of this Resolution. Any such investments shall mature not later than such times as shall be necessary to provide money when needed for payments to be made from the Construction Fund, and shall be held by said Custodian for the account of the Construction Fund until maturity or until sold, and at maturity or upon such sale, the proceeds received therefrom, including accrued interest and premium, if any, shall be immediately deposited by said Custodian in the Construction Fund and shall be disposed of in the manner and for the purposes hereinafter provided. All money in and securities held for the Construction Fund shall be subject to a lien and charge in favor of the Holders of the Series 2021 Bonds and shall be held for the security of such Holders until disbursed as hereinafter provided for the payment of Costs of the Projects.

Section 504. Requisition Procedure.

(a) The Authority hereby appoints the City as agent of the Authority to make disbursements from the Construction Fund. All payments from the Construction Fund shall be made upon checks signed by an officer of the City properly authorized to sign in its behalf (the “City Representative”), but before such officer shall sign any such checks (other than checks issued in payment for Costs of Issuance which shall not require the hereinafter described requisition and certificate but shall require an invoice for such payment) there shall be filed with the City a requisition and certificate signed by the City Representative certifying:

(i) each amount to be paid and the name of the person, firm, or corporation to whom payment thereof is due;

(ii) that an obligation in the stated amount has been incurred by the City, that the same is a proper charge against the Construction Fund and has not been paid, and stating that the bill, invoice, or statement of account for such obligation, or a copy thereof, is on file in the office of the City Representative;

(iii) that the City Representative has no notice of any vendor’s, mechanic’s, or other liens or rights to liens, chattel mortgages, or conditional sales contracts which should be satisfied or discharged before such payment is made;

(iv) that such requisition contains no item representing payment on account or any retained percentages (other than any percentages required by the State to be retained) which the City, at the date of such certificate, is entitled to retain; and

(v) that insofar as such obligation was incurred for work, material, supplies, or equipment in connection with the Projects, such work was actually performed, or such material, supplies, or equipment was actually installed in or about the construction or delivered at the site of the work for that purpose.

(b) The City shall retain all requisitions filed pursuant to this Section, subject at all times to inspection by any officer of the Authority or any owner of a Bond, upon reasonable request.

Section 505. Other Disbursements from the Construction Fund.

(a) If the United States of America or the State, or any department, agency, or instrumentality of either, agrees to allocate money to be used to defray any part of the cost of acquiring, constructing, and equipping the Projects upon the condition that the City appropriate a designated amount of money for said specified purpose or purposes, and the City is required to withdraw any sum so required from the Construction Fund for deposit in a special account, the City shall have the right to withdraw any sum so required from the Construction Fund by appropriate transfer and to deposit the same in a special account for that particular purpose; provided, however, that all payments thereafter made from said special account may be made only in accordance with the requirements set forth in this Article.

(b) Withdrawals for investment purposes only (including authorized deposits with other banks) may be made by the Construction Fund Custodian to comply with written directions from an authorized officer of the City without any requisition other than said direction.

Section 506. Completion of the Projects. When the acquisition, construction, and equipping of the Projects has been completed substantially in accordance with the Plans and Specifications therefor, said fact shall be evidenced by a certificate to the Authority, the City, and the Construction Fund Custodian from the City Representative to such effect and specifying the date of completion. Should there be any balance in the Construction Fund which is not needed to defray proper unpaid charges against said fund, such balance shall be transferred to the Sinking Fund, or otherwise applied in accordance with State law.

Section 507. Creation of Sinking Fund; Use of Money Therein.

(a) There is hereby authorized to be established a special trust fund in the name of the Authority to be designated PERRY PUBLIC FACILITIES AUTHORITY REVENUE BONDS, SERIES 2021 SINKING FUND (the “**Sinking Fund**”). The Sinking Fund shall be in the custody of the Sinking Fund Custodian, but in the name of the Authority.

(b) Except as otherwise provided in this Section 507 and in Sections 510 and 601, money in the Sinking Fund shall be used solely for the payment of the principal of and premium, if any, and interest on the Bonds, whether at maturity, by redemption, upon acceleration pursuant to Section 802, or otherwise. The Authority hereby authorizes and directs the Paying Agent to withdraw sufficient funds from the Sinking Fund during each Bond Year to pay the principal of and interest on the Bonds as the same shall become due and payable, whether at maturity, upon acceleration pursuant to Section 802 hereof, or otherwise. Any money held as a part of the Sinking Fund shall be invested and reinvested in accordance with the provisions of Section 601 hereof.

(c) Any amount in the Sinking Fund at the close of business of the Sinking Fund Custodian on the day immediately preceding any Interest Payment Date shall be credited against the obligations of the City to make payments under the Contract on such Interest Payment Date.

Section 508. Revenues to be Paid to Sinking Fund Custodian; Pledge of Revenues; Collateral Assignment to Bondholders.

(a) The Revenues (including the payments provided for in Section 5.02(a) of the Contract) are to be paid directly to the Sinking Fund Custodian for the account of the Authority, and deposited in the Sinking Fund. Said Revenues shall be sufficient in amount to pay the principal of and interest on the Bonds.

(b) The Authority hereby covenants and agrees that so long as any of the Bonds issued hereunder are Outstanding it will cause to be deposited in the Sinking Fund, pursuant to the Contract, sufficient sums from the Revenues to meet and pay promptly the principal of and interest on the Bonds as the same become due and payable.

(c) All Revenues payable under the Contract and on deposit in the Sinking Fund shall be and are hereby pledged by the Authority to the prompt payment of the principal of and interest on the Bonds. Such money shall immediately be subject to the lien of this pledge for the benefit of the Bondholders without any physical delivery thereof or further act, and the lien of this pledge shall be valid and binding against the Authority and against all other persons having claims against the Authority, whether such claims shall have arisen in tort, contract, or otherwise and irrespective of whether such parties have notice thereof. This pledge shall rank superior to all other pledges which hereafter may be made of any of the funds and accounts pledged in this Resolution.

(d) In order to secure the Authority's obligations under the Bonds, the Authority hereby collaterally assigns, for the benefit of the Bondholders, all of the right, title, and interest of the Authority in and to the Contract, and all extensions and renewals of the term thereof, if any, and all amounts encumbered thereby, including, but without limiting the generality of the foregoing, the present and continuing right to make claim for, collect, receive, and make receipt for payments and other sums of money payable, receivable, or to be held thereunder, to bring any actions and proceedings thereunder or for the enforcement thereof, and to do any and all other things which the Authority is or may become entitled to do under the foregoing, provided that the assignment made by this sentence shall not impair or diminish any obligation of the Authority under the provisions of the Contract or impair or diminish the right of the Authority to enforce compliance with the obligations of the City under the Contract.

(e) The Bondholders may enforce all rights of the Authority and all obligations of the City under and pursuant to the Contract, whether or not the Authority is in default hereunder. So long as any of the Bonds remain Outstanding, and for such longer period when required by the Contract, the Authority shall faithfully and punctually perform and observe all obligations and undertakings on its part to be performed and observed under the Contract. The Authority covenants to maintain, at all times, the validity and effectiveness of the Contract and (except as expressly permitted by the Contract) shall take no action, and shall not omit to take any action, which action or omission might release the City from its liabilities or obligations under the Contract or result in the surrender, termination, amendment, or modification of, or impair the validity of the Contract.

(f) The Authority covenants to enforce all covenants, undertakings, and obligations of the City under the Contract, and the Authority hereby authorizes and directs the Bondholders

to enforce any and all of the Authority's rights under the Contract on behalf of the Authority. The Authority shall retain possession of an executed original or counterpart of the Contract and shall release the same only in accordance with the provisions thereof. The Contract shall be available for inspection at reasonable times and under reasonable conditions by any owner of any Bond.

(g) The Authority shall not create or suffer to be created any lien, security interest, or charge upon the Revenues or the Contract, other than the pledge and assignment created by this Resolution.

Section 509. Deposits into Sinking Fund. There shall be paid into the Sinking Fund, as and when received: (i) all payments under the Contract which are required to be paid into the Sinking Fund, (ii) any other money required to be deposited therein pursuant to this Resolution, and (iii) all other money received by the Sinking Fund Custodian when accompanied by directions that such money is to be paid into the Sinking Fund. There also shall be retained in the Sinking Fund interest and other income received on investments of money in the Sinking Fund, to the extent provided in Section 601 hereof.

Section 510. Bonds Not Presented When Due. If any Bonds shall not be presented for payment when the principal thereof and premium, if any, become due, either at maturity or otherwise, if money sufficient to pay such Bonds are on deposit in the Sinking Fund for the benefit of the Holders thereof, all liability of the Authority to the Holders thereof for the payment of such Bonds shall cease forthwith, terminate, and be completely discharged, and it shall be the duty of the Paying Agent to segregate and hold such money in trust, without liability for interest thereon, for the benefit of Holders of such Bonds who thereafter shall be restricted exclusively to such fund or funds for the satisfaction of any claim of whatever nature on their part under this Resolution or relating to said Bonds. Such segregated funds shall not be subject to investment.

Any money deposited with the Paying Agent in trust for the payment of the principal of and premium, if any, or interest on any Bond and remaining unclaimed for five years after such principal, premium, if any, or interest has become due and payable shall, upon the City's request to the Paying Agent, be paid to the City. After the payment of such unclaimed money to the City, the Bondholder thereafter shall look only to the City for the payment thereof, and any liability of the Paying Agent with respect to such money shall thereupon cease.

Section 511. Fees, Charges, and Expenses. Pursuant to the Contract, during such time as the Bond Registrar, Paying Agent, and Authentication Agent is a bank or trust company, the City is to pay, during such time, the reasonable and necessary fees and expenses of the Bond Registrar and Paying Agent, as and when the same become due, upon the submission by the Bond Registrar and Paying Agent of invoices therefor.

[END OF ARTICLE V]

ARTICLE VI

INVESTMENT OF MONEY;
DESIGNATION OF DEPOSITORIES

Section 601. Authorized Investments.

(a) Construction Fund Money. Subject to the provisions of this Resolution, money in the Construction Fund may be invested and reinvested by the Construction Fund Custodian at the direction of the City Representative in any of the following investments allowed by O.C.G.A. § 36-82-7, if and to the extent the same are at the time legal for investment of bond proceeds:

(i) the local government investment pool created in O.C.G.A. § 36-83-8; or

(ii) the following securities and no others:

(A) bonds or other obligations of the Authority, or bonds or obligations of the State or other states or of counties, municipal corporations, and political subdivisions of the State;

(B) bonds or other obligations of the United States or of subsidiary corporations of the United States government, which are fully guaranteed by such government;

(C) obligations of and obligations guaranteed by agencies or instrumentalities of the United States government, including those issued by the Federal Land Bank, Federal Home Loan Bank, Federal Intermediate Credit Bank, Bank for Cooperatives, and any other such agency or instrumentality now or hereafter in existence; provided, however, that all such obligations shall have a current credit rating from nationally recognized rating service of at least one of the three highest rating categories available and have a nationally recognized market;

(D) bonds or other obligations issued by any public housing agency or municipal corporation in the United States, which such bonds or obligations are fully secured as to payment of both principal and interest by a pledge of annual contributions under an annual contributions contract or contracts with the United States government, or project notes issued by any public housing agency, urban renewal agency or municipal corporation in the United States which are fully secured as to payment of both principal and interest by a requisition, loan or payment agreement with the United States government;

(E) certificates of deposit of national or state banks located within the State which have deposits insured by the Federal Deposit Insurance Corporation and certificates of deposit of federal savings and loan associations and state building and loan or savings and loan associations located within the State which have deposits insured by the Savings Association Insurance Fund of the Federal Deposit Insurance Corporation or the Georgia Credit Union Deposit Insurance

Corporation, including the certificates of deposit of any bank, savings and loan association, or building and loan association acting as depository, custodian or trustee for any proceeds of the Bonds; provided, however, that the portion of such certificates of deposit in excess of the amount insured by the Federal Deposit Insurance Corporation, the Savings Association Insurance Fund of the Federal Deposit Insurance Corporation, or the Georgia Credit Union Deposit Insurance Corporation, if any, shall be secured by deposit with the Federal Reserve Bank of Atlanta, Georgia, or with any national or state bank or federal savings and loan association or state building and loan or savings and loan association located within the State or with a trust office within the State, of one or more of the following securities in an aggregate principal amount equal at least to the amount of such excess: direct and general obligations of the State or other states or any county or municipal corporation in the State, obligations of the United States or subsidiary corporations included in subparagraph (B) above, obligations of the agencies and instrumentalities of the United States government included in subparagraph (C) above, or bonds, obligations, or project notes of public housing agencies, urban renewal agencies, or municipalities included in subparagraph (D) above;

(F) securities of or other interests in any no-load, open-end management type investment company or investment trust registered under the Investment Company Act of 1940, as from time to time amended, or any common trust fund maintained by any bank or trust company which holds such proceeds as trustee or by an affiliate thereof so long as:

(1) the portfolio of such investment company or investment trust or common trust fund is limited to the obligations referenced in subparagraph (B) and (C) above and repurchase agreements fully collateralized by any such obligations;

(2) such investment company or investment trust or common trust fund takes delivery of such collateral either directly or through an authorized custodian;

(3) such investment company or investment trust or common trust fund is managed so as to maintain its shares at a constant net asset value; and

(4) securities of or other interests in such investment company or investment trust or common trust fund are purchased and redeemed only through the use of national or state banks having corporate trust powers and located within the State; and

(G) interest-bearing time deposits, repurchase agreements, reverse repurchase agreements, rate guarantee agreements, or other similar banking arrangements with a bank or trust company having capital and surplus aggregating at least \$50 million or with any government bond dealer reporting to,

trading with, and recognized as a primary dealer by the Federal Reserve Bank of New York having capital aggregating at least \$50 million or with any corporation which is subject to registration with the Board of Governors of the Federal Reserve System pursuant to the requirements of the Bank Holding Company Act of 1956, provided that each such interest-bearing time deposit, repurchase agreement, reverse repurchase agreement, rate guarantee agreement, or other similar banking arrangement shall permit the money so placed to be available for use at the time provided with respect to the investment or reinvestment of such money.

(b) Sinking Fund and Costs of Issuance Money. Money in the Sinking Fund and the Costs of Issuance Account, if any, may be invested by the custodian of said funds, at the direction of the City Representative, in such investments as are authorized by law at the time the investment is made, including specifically investments pursuant to O.C.G.A. § 36-80-3 and O.C.G.A. § 36-83-4, if and to the extent the same are at the time legal for investment of such money.

Pursuant to O.C.G.A. § 36-80-3, the City Representative may invest and reinvest money in the Sinking Fund and the Costs of Issuance Account in:

1. obligations of the United States and of its agencies and instrumentalities, or obligations fully insured or guaranteed by the United States government or by one of its agencies.
2. bonds or certificates of indebtedness of the State and of its agencies and instrumentalities.
3. certificates of deposit of banks which have deposits insured by the Federal Deposit Insurance Corporation; provided, however, that portion of such certificates of deposit in excess of the amount insured by the Federal Deposit Insurance Corporation must be secured by direct obligations of the State or the United States which are of a par value equal to that portion of such certificates of deposit which would be uninsured.

Pursuant to O.C.G.A. § 36-83-4, the City Representative may invest and reinvest money subject to its control and jurisdiction in:

1. obligations of the State or of other states;
2. obligations issued by the United States government;
3. obligations fully insured or guaranteed by the United States government or by one of its agencies;
4. obligations of any corporation of the United States government;
5. prime bankers' acceptances;
6. the local government investment pool established by O.C.G.A. § 36-83-8;

7. repurchase agreements; and
8. obligations of other political subdivisions of the State of Georgia.

Section 602. Designation of Bond Registrar, Paying Agent, Authentication Agent, and Fund Custodians.

(a) The Bank of New York Mellon Trust Company, N.A., is designated as Bond Registrar, Paying Agent, and Authentication Agent for the Series 2021 Bonds.

(b) The Bank of New York Mellon Trust Company, N.A., is designated as Sinking Fund Custodian for the Series 2021 Bonds.

(c) SunMark Community Bank, in Perry, Georgia, is designated as the Construction Fund Custodian for the Series 2021 Bonds.

Section 603. Bank or Trust Company as Bond Registrar, Paying Agent, and Authentication Agent.

(a) During such time as the Bond Registrar, Paying Agent, and Authentication Agent is a bank or trust company, any presentation and surrender of Bonds to the Paying Agent or Bond Registrar as required herein shall be to the designated corporate office of said bank or trust company.

(b) During such time as the Bond Registrar and Paying Agent is a bank or trust company, any corporation into which the Bond Registrar and Paying Agent may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which the Bond Registrar and Paying Agent shall be a party, or any corporation to which substantially all the corporate trust business of the Bond Registrar and Paying Agent may be transferred, shall, subject to the terms of this Resolution, be Bond Registrar and Paying Agent under this Resolution without further act.

[END OF ARTICLE VI]

ARTICLE VII

DEFEASANCE

Section 701. Defeasance.

(a) Bonds shall be deemed to have been paid in full and the lien of this Resolution shall be discharged:

(i) after there shall have been irrevocably deposited with the Paying Agent for that purpose, either (A) sufficient money or (B) obligations of, or guaranteed as to principal and interest by, the United States of America, or certificates of an ownership interest in the principal or interest of obligations of or guaranteed as to principal and interest by the United States of America, which shall not contain provisions permitting the redemption thereof prior to their stated maturity, the principal of and the interest on which when due, will be sufficient, without further investment or reinvestment of either the principal amount thereof or the interest earnings thereon (said earnings to be held in trust also), together with any money deposited therewith, for the payment at the respective maturities or redemption dates of the Bonds to be defeased, of the principal thereof and the redemption premium, if any, and the interest to accrue thereon to such maturity or redemption date, as the case may be;

(ii) there shall have been paid to the Bond Registrar and Paying Agent all fees and expenses due or to become due in connection with the payment or redemption of the Bonds to be defeased or satisfactory arrangements have been made with the Bond Registrar and Paying Agent to make said payments; and

(iii) unless all Outstanding Bonds are to mature or be redeemed within the next 60 days, the Authority shall have given the Bond Registrar and Paying Agent irrevocable instructions to give notice, as soon as practicable, to the owners of the Outstanding Bonds to be defeased, by first class mail, postage prepaid, at their last addresses appearing upon the books of registration, that the deposit required by (i) above has been made with the Bond Registrar and Paying Agent and that said Bonds are deemed to have been paid in accordance with this Section 701 and stating such maturity date or redemption date upon which money is to be available for the payment of the principal or redemption price of said Bonds. The Bond Registrar and Paying Agent may also give such notice by publication in an Authorized Newspaper but such publication shall not be a condition precedent to payment in full of the Bonds and failure so to publish any such notice shall not affect the validity of the proceedings for the payment in full of the Bonds to be defeased.

(b) In addition to the foregoing provisions of this Article VII, the lien of this Resolution shall only be discharged pursuant to this Article VII if the City delivers to the Authority an opinion of Bond Counsel providing that all conditions precedent to the discharge of the lien of this Resolution pursuant to this Article VII have been satisfied and such deposit and discharge will not adversely affect the exclusion of the interest on the Bonds from federal income taxation.

(c) It is contemplated that any Bonds issued and secured pursuant to this Resolution may be paid, or deemed to be paid in full as aforesaid, and any other Bonds not paid, or not deemed to be paid in full as aforesaid, shall remain Outstanding hereunder. Upon payment in full of any Bonds as provided in this Section 701, the Owners of such Bonds shall no longer be entitled to the benefits of the security afforded by this Resolution and, except for the purposes of registration, exchange, and transfer, shall no longer be deemed outstanding hereunder.

(d) Whenever all Bonds issued hereunder shall be deemed to have been paid pursuant to this Section 701, any balances remaining in the Sinking Fund shall be retained by the City and used for any lawful purpose.

[END OF ARTICLE VII]

ARTICLE VIII

DEFAULT PROVISIONS AND REMEDIES OF BONDHOLDERS

Section 801. Defaults; Events of Default. If any of the following events occur, it is hereby declared to constitute an “Event of Default”:

(a) default in the due and punctual payment of the principal of or premium, if any, on any Bond when and as the same shall become due and payable, whether at maturity or by proceedings for redemption prior to maturity, or otherwise; or

(b) default in the due and punctual payment of any installment of interest on any Bond when and as such interest installment shall become due and payable; or

(c) default in the performance or observance of any of the other covenants, agreements, or conditions on the part of the Authority in this Resolution or in the Bonds contained and failure to remedy the same within 30 days after written notice specifying such default and requiring the same to be remedied shall have been received by the Authority and the City from the owner of any Bond; unless, however, action to remedy such failure shall have been undertaken and more than 30 days is reasonably required for its completion, in which event the Authority and the City may permit such failure to remain unremedied during the lesser of 90 days or the time required for the completion of such action and any appeal therefrom, irrespective of whether such period extends beyond the 30 day period after the receiving of notice, unless by such action the lien or charge hereof on any part of the Revenues shall be materially endangered, in which event, such failure shall be promptly remedied.

(d) the dissolution or liquidation of the City or the voluntary initiation by the City of any proceeding under any law relating to bankruptcy, insolvency, arrangement, reorganization, readjustment of debt or any other form of debtor relief, or the initiation against the City of any such proceeding which shall remain undismissed for 60 days, or assignment by the City for the benefit of creditors, or the entry by the City into an agreement of composition with creditors or the failure generally by the City to pay its debts as they become due; or

(e) the occurrence and continuance of any event of default as described in Section 8.01 of the Contract.

Section 802. [Reserved].

Section 803. Remedies; Rights of Bondholders. Upon the occurrence of an Event of Default, the owners of not less than a majority in principal amount of the Bonds Outstanding may pursue any available remedy (other than the remedy of acceleration) provided by the Contract as well as any available remedy at law or in equity to enforce the payment of the principal of and premium, if any, and interest on the Bonds.

If an Event of Default shall have occurred the owners of not less than a majority in principal amount of Bonds Outstanding may exercise such one or more of the rights and powers conferred by this Section 803, including the right to secure specific performance by the

Authority of any covenant or agreement herein contained; the right to protect and enforce the rights of the owners of the Bonds by suit, action or special proceedings in equity or at law in aid or execution of any power herein granted or for the enforcement of any proper legal or equitable remedy deemed most effectual to protect and enforce such rights; and the right to enforce remedies afforded to the Authority under the Contract.

No remedy by the terms of this Resolution conferred upon or reserved to the Bondholders is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Bondholders hereunder or now or hereafter existing at law or in equity.

No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver of any such Event of Default or acquiescence therein; such right or power may be exercised from time to time as often as may be deemed expedient.

Section 804. Right of Bondholders to Direct Proceedings. The Holders of a majority in principal amount of the Bonds Outstanding shall have the right to direct the method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Resolution, or any other proceedings hereunder, provided that such direction shall not be otherwise than in accordance with the provisions of law and of this Resolution.

Section 805. Waiver by Authority. Upon the occurrence of an Event of Default, to the extent that such rights may then lawfully be waived, neither the Authority, nor anyone claiming through or under it, shall set up, claim or seek to take advantage of any appraisal, valuation, stay, extension, or redemption laws of any jurisdiction now or hereafter in force, in order to prevent or hinder the enforcement of this Resolution, and the Authority, for itself and all who may claim through or under it, hereby waives, to the extent that it lawfully may do so, the benefit of all such laws.

Section 806. Application of Money. After payment of the costs and expenses of the proceedings resulting in the collection of money and of the expenses, liabilities, and advances incurred or made pursuant to any right given or action taken under the provisions of this Article, all money received shall be deposited in the Sinking Fund and all money in the Sinking Fund shall be applied to or in connection with the payment of Bondholders in respect of all accrued and unpaid interest and unpaid principal, or unpaid premium due on redemption, which has become due on such Bonds, and, if the amount available shall not be sufficient to pay in full any amount owed on the Bonds, then to the payment, according to the amount due respectively, for principal, premium, if any, and interest then due and unpaid upon the Bonds, without preference or priority of principal or premium over interest, or of interest over principal or premium, if any, or of any installments of interest over any other installments of interest or of any Bonds over any other Bonds, ratably, according to the amount due, respectively, of principal and interest to the persons entitled thereto without any discrimination or privilege.

Section 807. Limitation on Rights and Remedies of Bondholders. No Holder of any Bond shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement of this Resolution, for the execution of any trust thereof or to enforce any other

right or remedy hereunder, unless a default has occurred nor unless also such default shall have become an Event of Default and the Holders of not less than a majority in principal amount of Bonds Outstanding shall have instituted an action, suit or proceeding in its, his or their own name or names, it being understood and intended that no one or more Holders of the Bonds shall have any right in any manner whatsoever to affect, disturb or prejudice the lien of this Resolution by its, his or their action or to enforce any right or remedy hereunder except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal and ratable benefit of the Holders of all Bonds Outstanding. Nothing in this Resolution contained shall affect or impair, however, the right of any Bondholder to enforce the payment of the principal of and premium, if any, and interest on any Bond at and after the maturity thereof, or the obligation of the Authority to pay the principal of and premium, if any, and interest on each of the Bonds issued hereunder to the respective Holders thereof at the time and place, from the source, and in the manner expressed in the Bonds.

Section 808. Termination of Proceedings. In case any proceedings taken by the owner of any Bond on account of any default shall have been discontinued or abandoned for any reason, or shall have been determined adversely, then and in every such case the Authority and the owners of the Bonds shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies and powers of the owners of the Bonds shall continue as if no such proceedings had been taken.

[END OF ARTICLE VIII]

ARTICLE IX

SUPPLEMENTAL RESOLUTIONS; AMENDMENTS TO CONTRACT

Section 901. Supplemental Resolutions Not Requiring Consent of Bondholders. The Authority, with the consent of the City, but without the consent of, or notice to, any of the Bondholders, may adopt such resolution or resolutions supplemental to this Resolution as shall be consistent with the terms and provisions hereof, for any one or more of the following purposes:

- (a) to cure any ambiguity or formal defect or omission or inconsistent provision in this Resolution;
- (b) to grant to or confer upon the Bondholders any additional rights, remedies, powers, or authority that may lawfully be granted to or conferred upon the Bondholders;
- (c) to subject to the lien and pledge of this Resolution additional revenues, properties, or collateral; or
- (d) to provide for the issuance of Parity Bonds in accordance with the provisions of this Resolution.

Section 902. Supplemental Resolutions Requiring Consent of Bondholders.

(a) Exclusive of supplemental resolutions covered by Section 901 hereof, and subject to the terms and provisions contained in this Section 902, and not otherwise, the owners of a majority in principal amount of the Bonds Outstanding shall have the right, from time to time, anything contained in this Resolution to the contrary notwithstanding, to consent to and approve, in writing, the adoption by the Authority of such other resolution or resolutions supplemental hereto as shall be deemed necessary and desirable by the Authority for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Resolution or in any supplemental resolution, provided, that without the written consent of owners of all the Bonds Outstanding the Authority may not adopt any supplemental resolution that has the effect of permitting a change in the terms of redemption (other than changes in the procedures for redemption) or maturity of the principal of any Outstanding Bond or of any installment of interest thereon or a reduction in the principal amount or redemption price thereof or in the rate of interest thereon without the consent of the Holder of such Series 2021 Bond, or shall reduce the percentages of Series 2021 Bonds the consent of the Holders of which is required to effect any such modification or amendment, or shall change or modify any of the rights or obligations of the Bond Registrar or Paying Agent without its written assent thereto.

(b) If at any time the Authority shall seek to adopt any such supplemental resolution for any purposes of this Section, it shall notify the City and the Bond Registrar, and the Bond Registrar shall cause notice of the proposed execution of such supplemental resolution to be mailed by first class mail to the registered owners of the Bonds, but no failure to mail any such notice nor any defect in any notice shall affect the right of the Authority to effect the validity of

such supplemental resolution if all necessary consents are obtained. Such notice shall briefly set forth the nature of the proposed supplemental resolution and shall state that a copy of the same is on file with the Bond Registrar. If the owners of a majority in aggregate principal amount of the Bonds Outstanding hereunder at the time of the execution of any such supplemental resolution shall have consented to and approved the execution thereof as herein provided, no Bondholder shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Authority from adopting the same or from taking any action pursuant to the provisions thereof. Upon the adoption of any such supplemental resolution as in this Section 902 permitted and provided, this Resolution shall be deemed to be modified and amended in accordance therewith.

(c) Anything herein to the contrary notwithstanding, a supplemental resolution adopted under this Article IX shall not become effective unless and until the City shall have consented in writing to the adoption and delivery of such supplemental resolution. In this regard, the Authority shall cause notice of the proposed adoption and delivery of any such supplemental resolution to which the City has not already consented, together with a copy of the proposed supplemental resolution and a written consent form to be signed by the City to be hand delivered to the City at least 30 days prior to the proposed date of adoption and delivery of any such supplemental resolution.

Section 903. Amendments to Contract Not Requiring Consent of Bondholders. The Authority and the City, without the consent of or prior notice to the Bondholders, may amend the Contract for the following purposes:

(a) to cure any ambiguity or formal defect or omission or inconsistent provisions of the Contract;

(b) to reaffirm all applicable covenants, terms, and provisions of the Contract and extend its term through the final maturity of Parity Bonds then proposed to be issued; or

(c) any other purpose which does not adversely affect the interest of the Bondholders.

Section 904. Amendments to Contract Requiring Consent of Bondholders. Except for the amendments as provided in Section 903 hereof, neither the Authority nor the City may amend the Contract whereby such amendment would operate to affect adversely the interest of the Holders of the Outstanding Bonds unless written consent is obtained of (A) all the Holders of the Bonds Outstanding or (B) in the case less than all of the Bonds then outstanding are affected by the amendment, the Holders of all the Outstanding Bonds which are so affected. No such amendment shall ever affect the obligations of the City to make payments under the Contract or the City's covenants with respect to the use of the proceeds of the Bonds.

Section 905. Notice of Supplemental Resolutions and Amendments. To the extent herein not otherwise required, a copy of each supplemental resolution or amendment to the Contract, made or entered into in accordance with the preceding Sections of this Article IX, shall be furnished to each of the Authority, the City, and the Bondholders.

Section 906. Effect of Supplemental Proceeding. Any supplemental resolution adopted and becoming effective in accordance with the provisions of this Article thereafter shall form a part of this Resolution, and all the terms and conditions contained in any such supplemental resolution as to any provision authorized to be contained therein shall be a part of the terms and conditions of this Resolution and shall be effective as to all Owners of the then Outstanding Bonds and of any Parity Bonds, and no notation or legend of such modifications and amendments shall be required to be made on any such outstanding Bonds.

Section 907. Resolution Constitutes Contract. The provisions, terms, and conditions of this Resolution shall constitute a contract by and between the Authority and the Owners of Outstanding Bonds, and, after the issuance of the Series 2021 Bonds, this Resolution shall not be repealed or amended in any respect which will adversely affect the rights and interest of the Owners of the Bonds nor shall the Authority adopt any resolution or ordinance in any way ever adversely affecting the rights of such Owners so long as any of the Bonds or the interest thereon shall remain unpaid; provided, however, that the provisions of this Section shall not be construed to restrict or impair any rights reserved to the Authority by the provisions of this Article IX.

Section 908. Subsequent Proceedings Consistent with Resolution. Any subsequent proceeding or proceedings authorizing the issuance of Parity Bonds as permitted under the provisions of this Resolution shall in nowise conflict with the terms and conditions of this Resolution, but, for all legal purposes, shall contain all the covenants, agreements, and provisions of this Resolution for the equal protection and benefit of all Owners of Bonds.

[END OF ARTICLE IX]

ARTICLE X

MISCELLANEOUS

Section 1001. Consents of Bondholders. Any consent, request, direction, approval, objection, or other instrument required by this Resolution to be signed and executed by the Bondholders may be in any number of concurrent documents and may be executed by such Bondholders in person or by agent appointed in writing. Proof of the execution of any such consent, request, direction, approval, objection, or other instrument or of the written appointment of any such agent or the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Resolution, and shall be conclusive with regard to any action taken under such request or other instrument, namely:

(a) The fact and date of the execution by any person of any such writing may be proved by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such writing acknowledged before him the execution thereof, or by an affidavit of any witness to such execution; and

(b) The fact of ownership of Bonds and the amount or amounts, numbers, and other identification of such Bonds, and the date of holding the same shall be provided by the registration books of the Authority maintained by the Bond Registrar pursuant to Section 207.

Section 1002. Limitation of Rights. With the exception of any rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Resolution or the Bonds is intended or shall be construed to give to any person or company other than the parties hereto and the owner of any Bonds any legal or equitable right, remedy, or claim under or with respect to this Resolution or any covenants, conditions and provisions herein contained; this Resolution and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the parties hereto and the Holders of the Bonds as herein provided.

Section 1003. Severability. If any provision of this Resolution shall be held or deemed to be or shall, in fact, be illegal, inoperative, or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative, or unenforceable to any extent whatever.

Section 1004. Immunity of Members, Officers, and Employees of the Authority. No recourse shall be had for the enforcement of any obligation, covenant, promise or agreement of the Authority contained in this Resolution or in the Bonds or for any claim based hereon or otherwise in respect hereof or upon any obligation, covenant, promise, or agreement of the Authority contained in the Contract, against any member, officer, or employee, as such, in his individual capacity, past, present, or future, of the Authority or of any successor corporation, either directly or through the Authority or any successor corporation, whether by virtue of any constitutional provision, statute, or rule of law or by the enforcement of any assessment or penalty or otherwise; it being expressly agreed and understood that this Resolution, the Bonds, and the Contract are solely corporate obligations, and that no personal liability whatsoever shall attach to or be incurred by any member, officer or employee as such, past, present or future, of the Authority or of any successor corporation, either directly or by reason of the obligations,

covenants, promises, or agreements entered into between the Authority and the City to be implied therefrom as being supplemental hereto or thereto, and that all personal liability of that character against every such member, officer, and employee is, by the adoption of this Resolution and the issuance of the Bonds, and as a condition of, and as a part of the consideration for, the adoption of this Resolution and execution of the Bonds, expressly waived and released. The immunity of members, officers, and employees of the Authority under the provisions contained in this Section 1004 shall survive the termination of this Resolution.

Section 1005. Communications. All communications provided for herein shall be in writing and shall be sufficiently given and served upon the Authority and the City if sent by facsimile with the original to follow by United States registered mail, return receipt requested, postage prepaid (unless otherwise required by the specific provisions hereof in respect of any matter) and addressed as follows:

If to the Authority: Perry Public Facilities Authority
1211 Washington Street
P. O. Box 2030
Perry, Georgia 31069
Phone: (478) 988-2700
Fax: (478) 988-2705
Attention: Secretary

With a copy to: City Attorney, City of Perry
1211 Washington Street
P.O. Box 2030
Perry, Georgia 31069
Phone: (478) 988-2750
Fax: (478) 988-2705
Attention: Brooke P. Newby, Esq.

If to the City: City of Perry
1211 Washington Street
P. O. Box 2030
Perry, Georgia 31069
Phone: (478) 988-2700
Fax: (478) 988-2705
Attention: City Manager

With a copy to: City Attorney, City of Perry
1211 Washington Street
P.O. Box 2030
Perry, Georgia 31069
Phone: (478) 988-2750
Fax: (478) 988-2705
Attention: Brooke P. Newby, Esq.

A copy of each communication given hereunder by the Authority or the City also shall be given to any registered owner of a majority in principal amount of Outstanding Bonds.

Any party, by notice given hereunder, may designate different addresses to which subsequent notices, certificates, or other communications will be sent.

Section 1006. Payments Due on Day Other than a Business Day. When the date on which any payment is due hereunder shall not be a Business Day, then such payment may be made on the next succeeding Business Day with the same force and effect as if made on the date fixed for such payment and no additional interest shall accrue because of such payment occurring on said next Business Day.

Section 1007. Laws Governing Resolution. The effect and meaning of this Resolution and the rights of all parties hereunder shall be governed by and construed according to the laws of the State.

Section 1008. Performance Audit. Unless specifically waived pursuant to the publication of such waiver in compliance with the provisions of O.C.G.A. § 36-82-100, the Authority will select a certified public accountant or an outside auditor, consultant or provider for the purpose of providing for a continuing performance audit or performance review of the expenditure of bond proceeds and otherwise complying with the provisions of O.C.G.A. § 36-82-100, the cost of which performance audit or performance review shall be paid by the funds of the City.

Section 1009. Bond Purchase Agreement. The Chairperson or Vice Chairperson and the Secretary or Assistant Secretary of the Authority are authorized to execute on behalf of the Authority a Bond Purchase Agreement with Raymond James & Associates, Inc., Atlanta, Georgia, as Underwriter of the Bonds, in the form submitted to the Authority at the time of adoption of this Resolution.

Section 1010. Official Statement. The Authority has caused to be prepared and distributed a Preliminary Official Statement with respect to the Series 2021 Bonds and shall prepare, execute, and deliver an Official Statement for the Series 2021 Bonds in final form, and the execution and delivery of said Official Statement Bonds in final form are hereby authorized and approved. The use and distribution of a Preliminary Official Statement with respect to the Series 2021 Bonds be and the same is hereby ratified and confirmed, and the Chairperson or Vice Chairperson of the Authority is duly authorized to “deem final” the Preliminary Official Statement within the meaning of Securities Exchange Act Rule 15c2-12. The Chairperson or Vice Chairperson of the Authority is hereby authorized to execute and deliver the Official Statement for and on behalf of the Authority and said Official Statement shall be in substantially the form of the Preliminary Official Statement, subject to such changes, insertions, or omissions as may be approved by the Chairperson and the execution of said Official Statement by the Chairperson or Vice Chairperson as hereby authorized shall be conclusive evidence of any such approval. The distribution of the Preliminary Official Statement and Official Statement for and on behalf of the Authority is hereby authorized and approved.

Section 1011. Captions. The captions and headings in this Resolution are for convenience only and in no way define, limit, or describe the scope or intent of any provisions or Sections of this Resolution.

Section 1012. Repealer. Any and all ordinances or resolutions or parts of ordinances or resolutions in conflict with this Resolution shall be and the same hereby are repealed, and this Resolution shall be in full force and effect from and after its adoption.

Section 1013. General Authority. The proper officers, agents, and employees of the Authority hereby are authorized to take any and all further actions and execute and deliver any and all other certificates and documents as may be necessary or desirable in connection with the issuance of a the Series 2021 Bonds and the execution and delivery of the Contract, the federal tax certificate, the official statement, and the carrying out of the purposes and intent of this Resolution. From and after the execution and delivery of the documents hereinabove authorized, the proper officers, agents, and employees of the Authority hereby are authorized, empowered, and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of said documents as executed.

[END OF ARTICLE IX]

APPROVED AND ADOPTED this _____, 2021.

PERRY PUBLIC FACILITIES AUTHORITY

By: _____
Chairperson

Exhibit A

FORM OF INTERGOVERNMENTAL CONTRACT

[Attached.]

SECRETARY'S CERTIFICATE

The undersigned Secretary of the Perry Public Facilities Authority (the "Authority") DOES HEREBY CERTIFY that the foregoing constitutes a true and correct copy of a resolution adopted on _____, 2021, by a majority of the entire membership of the Authority in a meeting duly called and assembled and open to the public at which a quorum of members was present and acting throughout, and that the original of said resolution appears of record in the minute book of the Authority, which is in my possession, custody, and control.

I further certify that the meeting was held in conformity with the requirements of Title 50, Chapter 14 of Official Code of Georgia Annotated.

(S E A L)

Secretary

INTERGOVERNMENTAL CONTRACT

by and between

PERRY PUBLIC FACILITIES AUTHORITY

and

CITY OF PERRY, GEORGIA

Dated [_____, 2021]

Relating to the [\$_____] in aggregate principal amount of
PERRY PUBLIC FACILITIES AUTHORITY
REVENUE BONDS (CITY OF PERRY PROJECTS), SERIES 2021

TABLE OF CONTENTS

PREAMBLE Page
1

ARTICLE I
DEFINITIONS AND RULES OF CONSTRUCTION

Section 1.01. Definitions.....3
Section 1.02. Rules of Construction3

ARTICLE II
REPRESENTATIONS, WARRANTIES, AND AGREEMENTS

Section 2.01. Representations, Warranties, and Agreements of the Authority.....4
Section 2.02. Representations, Warranties, and Agreements of the City4

ARTICLE III
ISSUANCE OF BONDS

Section 3.01. The Series 2021 Bonds6
Section 3.02. Date, Denomination, and Maturities.....6
Section 3.03. Obligations Relating to the Resolution and the Bonds6
Section 3.04. Application of Bond Proceeds6

ARTICLE IV
FINANCING OF THE PROJECTS; CONSTRUCTION

Section 4.01. Title to the Projects; Financing of the Projects.....7
Section 4.02. Acquisition, Construction, and Installation of the Projects7
Section 4.03. Use of Bond Proceeds in the Construction Fund7
Section 4.04. Amendments to the Projects Description.....7
Section 4.05. Plans and Specifications7

ARTICLE V
CONTRACT PAYMENTS BY THE CITY

Section 5.01. Bond Proceeds Made Available by the Authority8
Section 5.02. Contract Payments by the City8
Section 5.03. Credits.....8
Section 5.04. Place of Payments8
Section 5.05. City’s Obligations Unconditional8
Section 5.06. City’s Remedies9
Section 5.07. Tax Levy to Make Payments9
Section 5.08. Prior Lien of the Series 2021 Bonds; Parity Bonds9
Section 5.09. Assignment of Contract9

ARTICLE VI
SPECIAL COVENANTS; TAX COVENANT

| | |
|---|----|
| Section 6.01. Ownership and Use of the Projects..... | 11 |
| Section 6.02. Use of Bond Proceeds..... | 11 |
| Section 6.03. No Warranty of Condition or Suitability by the Authority..... | 11 |
| Section 6.04. Further Assurances..... | 11 |
| Section 6.05. Authority of the Authorized City Representative..... | 11 |
| Section 6.06. Redemption of Bonds..... | 11 |
| Section 6.07. City's Performance Under the Resolution; Amendments..... | 11 |
| Section 6.08. Tax Covenants..... | 12 |
| Section 6.09. Series 2021 Bonds as Qualified Tax-Exempt Obligations..... | 12 |

ARTICLE VII
INDEMNITY

| | |
|--|----|
| Section 7.01. Indemnification; Immunity of Members of the Authority..... | 13 |
|--|----|

ARTICLE VIII
DEFAULT; REMEDIES

| | |
|---|----|
| Section 8.01. Events of Default Defined..... | 14 |
| Section 8.02. Remedies on Default..... | 14 |
| Section 8.03. Attorneys' Fees and Expenses..... | 15 |
| Section 8.04. No Waiver of Breach..... | 15 |
| Section 8.05. City Authorized to Cure Default of the Authority..... | 15 |
| Section 8.06. Failure to Enforce Agreement Not a Waiver..... | 16 |

ARTICLE IX
PREPAYMENT

| | |
|--|----|
| Section 9.01. Optional Prepayments..... | 17 |
| Section 9.02. Exercise of Optional Prepayment..... | 17 |

ARTICLE X
TERM OF CONTRACT; MISCELLANEOUS

| | |
|---|----|
| Section 10.01. Term of Contract..... | 18 |
| Section 10.02. Communications..... | 18 |
| Section 10.03. Binding Effect..... | 18 |
| Section 10.04. Severability..... | 18 |
| Section 10.05. Amounts Remaining in Funds and Accounts..... | 18 |
| Section 10.06. Delegation of Duties by the Authority..... | 18 |
| Section 10.07. Amendments, Changes, and Modifications..... | 18 |
| Section 10.08. Execution Counterparts..... | 18 |
| Section 10.09. Captions..... | 18 |
| Section 10.10. Law Governing Construction of Contract..... | 19 |

Exhibit A - DESCRIPTION OF THE PROJECTS

INTERGOVERNMENTAL CONTRACT

This Intergovernmental Contract, dated [_____, 2021] (the “**Contract**”), made and entered into by and between the PERRY PUBLIC FACILITIES AUTHORITY, which is deemed to be a political subdivision of the State of Georgia and a public corporation and instrumentality of the State of Georgia (the “**Authority**”), and the CITY OF PERRY, GEORGIA (the “**City**”), a municipal corporation of the State of Georgia.

WITNESSETH:

WHEREAS, the Authority has been created as a body corporate and politic pursuant to an act of the General Assembly of Georgia, the Perry Public Facilities Act, Ga. Laws 2015, p. 4617 *et seq.* (the “**Act**”); and

WHEREAS, the Authority was created by the Act for the general purpose of undertaking any project in connection with the acquisition, construction, reconstruction, improvement, betterment, or extension of all buildings, facilities, equipment, and other real and personal property necessary or beneficial for the operation of the City or any department, agency, division, or commission thereof; and

WHEREAS, under the Act, the Authority is authorized to acquire, construct, and equip any “project” described in the Act, which includes buildings, facilities, equipment, and other real and personal property necessary or beneficial for the efficient operation of the City, or any department, agency, division, or commission thereof, or any undertaking of the City permitted pursuant to the Revenue Bond Law, and to issue revenue bonds for the purpose of paying all or any part of the cost of any project of the Authority; and

WHEREAS, under the Act, the Authority is further empowered to make contracts for the construction of projects or contracts with respect to the use of projects and to contract with any political subdivision of the State of Georgia upon such terms and for such purposes as may be deemed advisable; and

WHEREAS, pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia, any municipality or other political subdivision of the State of Georgia may contract for any period not exceeding 50 years with any public authority for joint services, for the provision of services or for the joint or separate use of facilities and equipment, provided such contracts deal with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide; however, under Georgia law, the City may obligate itself to make the payments required under such contract from money received from taxes and from any other source without creating a debt within the meaning of Article IX, Section V, Paragraph I of said Constitution; and

WHEREAS, in furtherance of its public purposes and at the request of the City, the Authority proposes to provide funds, through the issuance of its PERRY PUBLIC FACILITIES AUTHORITY REVENUE BONDS (CITY OF PERRY PROJECTS), SERIES 2021, in the aggregate principal amount of [\$_____] (the “**Series 2021 Bonds**”), authorized to be issued pursuant to a bond resolution adopted by the Authority on _____, 2021 (the “**Resolution**”), to provide funds to finance (i) certain additions and improvements to the sewer and stormwater systems of the

City (the “**Projects**”), and (ii) to pay certain Costs of Issuance, which Projects are a service or facility which the contracting parties are authorized by law to undertake or provide; and

WHEREAS, the Series 2021 Bonds shall contain such terms and provisions as provided in the Resolution; and

WHEREAS, the City is authorized pursuant to the Constitution of the State of Georgia to levy taxes and to expend tax moneys of the City and other available funds and to obligate the City to make payment thereof to the Authority of the amounts provided for in the Contract; and

WHEREAS, the Act provides that revenue bonds issued by the Authority shall not be deemed to constitute a debt of the State of Georgia or any political subdivision thereof, but any political subdivision contracting with the Authority may obligate itself to make the payments required under such contract from moneys received from taxes levied for such purpose and from any other source, and such obligation shall constitute a general obligation and a pledge of the full faith and credit of the obligor but shall not constitute a debt within the meaning of Article IX, Section V, Paragraph I of the Constitution of the State of Georgia, and when the obligation is made to make such payments from taxes to be levied for that purpose, then the obligation shall be mandatory to levy and collect such taxes from year to year in an amount sufficient to fulfill and fully comply with the terms of such obligation; and

WHEREAS, following study and investigation, the City has determined that it is in the best interest of the City to enter into this Contract with the Authority for the benefit of the City and its residents.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, covenants, and agreements hereinafter set forth, the Authority and the City hereby agree as follows; provided, that in the performance of the covenants and agreements of the Authority herein contained, any obligation it may thereby incur for the payment of money shall not be a general debt of the Authority but shall be payable solely out of the proceeds derived from the sale of the Series 2021 Bonds and the revenues and receipts derived from this Contract.

ARTICLE I

DEFINITIONS AND RULES OF CONSTRUCTION

Section 1.01. Definitions. All words and phrases defined in Section 101 of the Resolution, unless the context clearly indicates otherwise, which shall have the same meanings in this Contract.

Section 1.02. Rules of Construction. The definitions referred to in Section 1.01 shall be equally applicable to both the singular and the plural forms of the terms therein defined and shall cover all genders.

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

All references herein to particular Articles or Sections are references to Articles or Sections of this Contract unless otherwise specified.

[END OF ARTICLE I]

ARTICLE II

REPRESENTATIONS, WARRANTIES, AND AGREEMENTS

Section 2.01. Representations, Warranties, and Agreements of the Authority. The Authority represents, warrants, and agrees that:

(a) The Authority is a public body corporate and politic created and existing under the Act and, unless otherwise required by law, shall maintain its corporate existence so long as any Bonds are Outstanding. Under the provisions of the Act, the Authority is authorized to enter into and carry out the transactions contemplated by this Contract and the Resolution;

(b) The Authority and the City heretofore have agreed that the Authority will finance Costs of the Projects and the Costs of Issuance by issuing the Series 2021 Bonds pursuant to the provisions of the Resolution;

(c) There is no litigation or proceeding pending or, to the knowledge of the Authority, threatened against the Authority or against any other party which would have a material adverse effect on the right of the Authority to execute this Contract or the ability of the Authority to comply with any of its obligations under the Series 2021 Bonds, this Contract, the Resolution, or any other documents contemplated to be executed by the Authority in connection with the issuance and delivery of the Series 2021 Bonds;

(d) This Contract, upon execution of the same, will constitute the legal, valid, and binding obligation of the Authority in accordance with its terms, and performance by the Authority of its obligations hereunder will not violate, or result in a breach of any of the provisions of, or constitute a default under any agreement or instrument to which the Authority is a party or by which the Authority is bound;

(e) The Authority has not made, done, executed, or suffered, and warrants that it will not make, do, execute, or suffer, any act or thing whereby the Authority's or the City's title to or interest in the Projects will or may be impaired or encumbered in any manner except as permitted herein and the Resolution and except for acts or things done or permitted by the City; and

(f) Except as herein and in the Resolution provided, the Authority will not encumber any part of its interest in the Projects or in the Revenues payable by the City under this Contract or its rights under this Contract. The pledge made of the Revenues payable under this Contract constitutes a first and prior pledge of and lien on said Revenues for the payment of the Bonds and said pledge shall at no time be impaired by the Authority.

Section 2.02. Representations, Warranties, and Agreements of the City. The City represents, warrants, and agrees as follows:

(a) The City is a municipal corporation of the State, having power to enter into and execute, deliver, and perform this Contract, and, by proper action of its governing body has authorized the execution and delivery of this Contract and the taking of any and all such actions as may be required on its part to carry out, give effect to, and consummate the transactions contemplated by this Contract and the Resolution, and no approval or other action by any

governmental authority, agency, or other person is required in connection with the delivery and performance of this Contract by it except as shall have been obtained as of the date hereof.

(b) There is no litigation or proceeding pending or, to the knowledge of the City, threatened against or affecting the City, nor to the best of the knowledge of the City is there any basis therefor wherein an unfavorable decision, ruling, or finding would materially adversely affect the transactions contemplated by this Contract or which in any way would adversely affect the validity or enforceability of the Series 2021 Bonds, this Contract, the Resolution, or any other documents contemplated to be executed in connection with the issuance and delivery of the Series 2021 Bonds.

(c) This Contract, upon execution of the same, will constitute the legal, valid, and binding obligation of the City enforceable in accordance with its terms, and performance by the City of its obligations hereunder will not violate or result in a breach of any of the provisions to or constitute a default under any agreement or instrument to which the City is a party or by which the City is bound.

(d) No actions will be taken by the City which shall in any way impair the exclusion of interest on any of the Series 2021 Bonds from federal income taxation.

(e) The City will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of this Contract, failure of the City to comply with the Continuing Disclosure Certificate shall not be considered an Event of Default under the Resolution or this Contract; however, any Bondholder or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking specific performance by court order, to cause the City to comply with its obligations under the Continuing Disclosure Certificate. For purposes of this Section, "Beneficial Owner" means any person which (a) has the power, directly or indirectly, to vote or consent with respect to or to dispose of ownership of any Series 2021 Bonds (including persons holding Bonds through nominees, depositories, or other intermediaries) or (b) is treated as the owner of any Series 2021 Bonds for federal income tax purposes.

[END OF ARTICLE II]

ARTICLE III

ISSUANCE OF BONDS

Section 3.01. The Series 2021 Bonds. The Authority, in accordance with the Act, will issue the Series 2021 Bonds for the purposes set forth in the Preamble hereof, and all of the covenants, agreements, and provisions hereof, to the extent provided herein and in the Resolution, shall be for the equal and proportionate benefit and security of the owner or owners of the Bonds without preference, priority, or distinction as to the charge, lien, or otherwise of any one Bond over any other Bond, so that every owner of the Bonds shall have the same rights, privileges, and lien by virtue hereof.

Section 3.02. Date, Denomination, and Maturities. The Series 2021 Bonds will be issued in registered form and will mature and be paid pursuant to the provisions of Article II of the Resolution. Interest on the Series 2021 Bonds will be paid to the Bondholders in the manner stated in the Series 2021 Bonds and in the Resolution, until the obligation of the Authority with respect to the payment of the principal of the Series 2021 Bonds shall be discharged in accordance therewith.

Section 3.03. Obligations Relating to the Resolution and the Bonds. The City agrees to perform all such undertakings and obligations which are contemplated or required to be performed by the City pursuant to the provisions of the Resolution.

Section 3.04. Application of Bond Proceeds. At and upon the delivery of and payment for the Series 2021 Bonds, the proceeds received therefrom shall be applied in the manner set forth in Section 501 of the Resolution.

[END OF ARTICLE III]

ARTICLE IV

FINANCING OF THE PROJECTS; CONSTRUCTION

Section 4.01. Title to the Projects; Financing of the Projects. The City has acquired title to those portions of the Projects which presently exist and are under construction, and will acquire title to the remaining portions of the Projects as they are acquired, constructed, and installed. The Authority hereby agrees to issue the Series 2021 Bonds to finance the Costs of the Projects on behalf of and for the use of the City and thereby cause the Projects to be acquired, constructed, and installed in accordance with the provisions hereof and of the Act, and the City agrees to make the payments provided for in Section 5.02 in accordance with the provisions of this Contract.

Section 4.02. Acquisition, Construction, and Installation of the Projects. The Authority hereby authorizes the City, as exclusive agent of the Authority, subject to the terms and conditions set forth in this Contract, to provide for the acquisition, construction, and equipping of the Projects in accordance with the Plans and Specifications, and the City hereby agrees to undertake and complete such acquisition, construction, and installation with due diligence.

Section 4.03. Use of Bond Proceeds in the Construction Fund. The City will apply the proceeds of the Series 2021 Bonds held in the Construction Fund solely for the financing of or to reimburse the City for the Costs of the Projects. The City agrees to provide a requisition containing the information and certifications required by Section 504 of the Resolution for each disbursement from the Construction Fund.

Section 4.04. Amendments to the Projects Description. If the City determines not to acquire, construct, or install any portion of the Projects as described on Exhibit A, or determines to acquire, construct, or install the Projects and equipment in addition to or different than such Projects, or if the Costs of the Projects prove to be more or less than the anticipated costs as of the date of issuance of the Series 2021 Bonds, the City may amend the description of the Projects attached hereto as Exhibit A or provide for additions to or deletions from such description of the Projects (consistent with the terms of this Contract and the Resolution). Prior to any amendment of the description of the Projects set forth on Exhibit A, the City shall deliver such proposed amendment to the Authority, together with an opinion of Bond Counsel to the effect that the Projects, as amended, may be financed under the Act and that such amendment, by itself, would not cause the interest on the Series 2021 Bonds to be includable in gross income of the Holders thereof for federal income tax purposes. Nothing in this Section shall restrict the investment or use of the moneys in the Construction Fund as provided in the Resolution.

Section 4.05. Plans and Specifications. The Plans and Specifications are on file with the Authority and the City, and any amendments thereto shall be filed with the Authority and the City. The City may revise the Plans and Specifications at any time and from time to time prior to the completion date established in Section 506 of the Resolution, provided that no such change shall render inaccurate any of the representations contained in this Contract.

[END OF ARTICLE IV]

ARTICLE V

CONTRACT PAYMENTS BY THE CITY

Section 5.01. Bond Proceeds Made Available by the Authority. The Authority agrees to make the proceeds from the sale of the Series 2021 Bonds available to the City, and the City agrees to accept said proceeds in accordance with and subject to the provisions of this Contract.

Section 5.02. Contract Payments by the City. Pursuant to this Contract, the City agrees to make payments sufficient in amount to pay the following:

(a) the principal of, premium (if any) and interest due on the Bonds, upon maturity, redemption, or otherwise. All such payments shall be made in lawful money of the United States of America in immediately available funds on or before the date on which due;

(b) the reasonable fees and expenses, if any, of the Paying Agent and Bond Registrar as provided in the Resolution. Said fees and expenses shall be paid when due directly to the Paying Agent and Bond Registrar for its own account; and

(c) any payments which may be required by Section 6.08(c) of this Contract.

Each payment to be made by the City hereunder is to be made on a parity with every other payment hereunder.

Section 5.03. Credits. Any amounts in the Sinking Fund at the close of business of the Sinking Fund Custodian on the day immediately preceding any Interest Payment Date or date fixed for redemption of the Series 2021 Bonds shall be credited against the payments due by the City under this Contract on such Interest Payment Date or date of redemption.

If the Bonds are called for redemption, any funds held in the Construction Fund shall be deposited in the Sinking Fund and said funds together with all other amounts in the Construction Fund and the Sinking Fund one Business Day prior to the redemption date shall be credited against the payments due by the City under Section 5.02(a).

Section 5.04. Place of Payments. The payments to be made pursuant to Section 5.02(a) hereof shall be paid directly to the Sinking Fund Custodian, for credit to the Sinking Fund, as required by the Resolution. The payments to be made pursuant to subsections (b) and (c) of Section 5.02 hereof shall be paid directly to the party to whom such payment is to be made for its own use.

Section 5.05. City's Obligations Unconditional.

(a) The obligations of the City to make payments required in this Article V on the dates and in the manner herein specified and to perform and observe the other agreements on its part contained herein shall be absolute and unconditional, regardless of any contingencies whatever and notwithstanding any circumstances or occurrences that may arise or take place hereafter, and shall not be subject to diminution by set-off, counterclaim, abatement, or otherwise. Until such time as the principal of and interest on the Series 2021 Bonds shall have

been paid or provision for such payment shall have been made in accordance with the Resolution, the City (i) will not suspend or discontinue any payments for which provision is made in Section 5.02 hereof, (ii) will perform and observe all of its other covenants and agreements contained in this Contract, and (iii) will not terminate this Contract for any cause including, without limiting the generality of the foregoing, impossibility, or illegality of performance on the part of the Authority of any of its obligations hereunder or under the Resolution, any acts or circumstances that may constitute failure of consideration, *force majeure*, destruction of or damage to the Projects or any part thereof, frustration of purpose, the unavailability for use by the City on the date hereof or on any date hereafter of the Projects, any change in the tax or other laws of the United States of America or the State or any political subdivision thereof, or any failure of the Authority to perform and observe any agreement, whether express or implied, or any duty, liability, or obligation arising out of or connected with this Contract or out of the Resolution.

(b) The City will bear all risk of damage to or destruction in whole or in part of the Projects or any part thereof, including without limitation any loss, complete or partial, or interruption in the use or operation thereof or any manner or thing which for any reason interferes with, prevents, or renders burdensome the use thereof or the compliance by the City with any of the terms of this Contract.

Section 5.06. City's Remedies. If the Authority fails to perform any of its agreements in this Contract, the City may institute such action against the Authority as the City may deem necessary to compel such performance so long as such action shall not affect, impair, or diminish the obligation of the City to make the payments provided for herein, which obligation shall be absolute, unconditional, and irrevocable. The City, at its own cost and expense and in its own name, may prosecute or defend any action or proceedings against third parties or take any other action which the City deems reasonably necessary to secure or protect its rights of possession and use of the Projects, in which event the Authority agrees to cooperate fully with the City.

Section 5.07. Tax Levy to Make Payments. The City will exercise its power of taxation, which is not limited as to rate or amount, to the extent necessary to pay the amounts required to be paid hereunder and will make available and use for the payment of its obligations incurred hereunder all such taxes levied and collected for that purpose together with funds received from any other source. The City, in order to make such funds available for such purpose in each fiscal year, will in its general revenue, appropriation, and budgetary measures whereby its tax funds or revenues and the allocation thereof are controlled or provided for in each fiscal year during the term of this Contract, include sums sufficient to satisfy the payments required to be made under this Contract, whether or not any other sums are included in such measure, until all payments required to be made hereby shall have been made in full. The obligation of the City to make the payments provided for pursuant to the terms of this Contract shall constitute a general obligation of the City and a pledge of the full faith and credit of the City to provide the funds required to fulfill such obligation.

Section 5.08. Prior Lien of the Series 2021 Bonds; Parity Bonds.

(a) The Authority will not issue hereafter any other bonds or obligations of any kind or nature payable from or enjoying a lien on the Revenues superior to the lien created in the

Resolution for the payment of the Series 2021 Bonds. Nothing contained herein, however, shall restrict the issuance of bonds or obligations from time to time payable from the Revenues and secured by a lien thereon junior and subordinate to the lien created to secure the payment of the Bonds.

(b) Parity Bonds may be issued by the Authority from time to time, ranking as to the lien on the Revenues *pari passu* with the Series 2021 Bonds for the specific purpose of completing the financing of the Projects or financing further improvements or additions, real or personal, to the Projects, provided all the provisions of Section 404(b) of the Resolution are met.

[END OF ARTICLE V]

ARTICLE VI

SPECIAL COVENANTS; TAX COVENANT

Section 6.01. Ownership and Use of the Projects. The Authority acknowledges that it shall not be vested with any interest in the Projects and that the Projects will not constitute any part of the security for the Bonds.

Section 6.02. Use of Bond Proceeds. The City agrees that it shall cause the proceeds of the Bonds to be applied exclusively to the acquisition, construction, and installation of the Projects and the payment of all or a portion of the Costs of Issuance of the Bonds.

Section 6.03. No Warranty of Condition or Suitability by the Authority. The Authority makes no warranty, either express or implied, as to the Projects or that it will be suitable for the City's purposes or needs.

Section 6.04. Further Assurances. The Authority and the City agree that, from time to time, they will execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the intention of or facilitating the performance of this Contract.

Section 6.05. Authority of the Authorized City Representative. Whenever under the provisions of this Contract the approval of the City is required or the Authority is required to take some action at the request of the City, such approval or such request shall be made by the City Representative unless otherwise specified in this Contract, and the Authority is authorized to act on any such approval or request. The City shall have no complaint against the Authority as a result of any such action taken.

Section 6.06. Redemption of Bonds. The Authority, at the request at any time of the City and if the Bonds are then redeemable, shall forthwith take all steps that may be necessary under the applicable redemption provisions of the Resolution to effect redemption of all or any portion of the Bonds as may be specified by the City, on the earliest redemption date on which such redemption may be made under such applicable provisions or upon the date set for such redemption by the City pursuant to Section 9.02 hereof. So long as the City is not in default hereunder and the Authority is not obligated to redeem Bonds pursuant to the terms of the Resolution, the Authority shall not redeem Bonds prior to their respective maturities unless requested in writing by the City.

Section 6.07. City's Performance Under the Resolution; Amendments. The City covenants and agrees for the benefit of the Bondholders to comply with the representations, warranties, and agreements set forth in this Contract, and to do and perform all acts and things contemplated in this Contract and in the Resolution to be done or performed by it. The Authority agrees that it shall not execute or permit any amendment or supplement to the Resolution which affects any rights, powers, and authority of the City under this Contract or requires a revision of this Contract without the prior written consent of the City and a majority of the owners of the Bonds.

Section 6.08. Tax Covenants. The City hereby covenants and represents to the Authority for the benefit of each Holder of the Bonds that:

(a) It will not expend the proceeds from the sale of the Bonds nor take any other action which would cause the interest on the Bonds to be included in the gross income of the owners thereof for federal income tax purposes.

(b) It will not make or permit any use of the proceeds from the issue and sale of the Bonds which would cause the Bonds to be classified as “arbitrage bonds” within the meaning of § 148(a) of the Code and any Treasury Regulations promulgated thereunder as such provisions may apply to obligations issued as of the date of issuance of the Bonds.

(c) It will comply with, and take such action and make such payments as may be permitted or required by, § 148(f) of the Code to ensure that the Bonds do not constitute “arbitrage bonds” within the meaning of § 148(a) of the Code.

Section 6.09. Series 2021 Bonds as Qualified Tax-Exempt Obligations. The Authority acknowledges that the City, pursuant to § 265(b)(3) of the Code, heretofore has irrevocably allocated to the Authority such amount of the City’s \$10,000,000 qualified small issuer exemption under § 265(b)(3) of the Code as equals the par amount of the Series 2021 Bonds when issued. The Authority and the City agree that said allocation was made for and in consideration of and bears a reasonable relationship to the respective benefits said parties are to receive pursuant to this Contract.

[END OF ARTICLE VI]

ARTICLE VII

INDEMNITY

Section 7.01. Indemnification; Immunity of Members of the Authority.

(a) During the term of this Contract, the City, at its own expense, shall handle to conclusion all claims and pay all judgments obtained against the City or the Authority by reason of any failure, breach, or default on the part of the City in the performance of or compliance with any of the obligations of the City under the terms of this Contract, the Projects, or the Bonds provided, however, that the indemnity provided by this Section 7.01 shall be effective only to the extent that the amount of liability arising from any such loss shall exceed the proceeds available therefor obtained from insurance carried with respect to such loss.

(b) Notwithstanding the fact that it is the intention of the parties that the Authority shall not incur any pecuniary liability by reason of the terms of this Contract or the undertakings required of the Authority hereunder by reason of the issuance of the Series 2021 Bonds, the adoption of the Resolution, or the performance of any act requested of the Authority by the City, nevertheless, if the Authority should incur any such pecuniary liability, then in that event, the City shall indemnify and hold the Authority harmless against all claims, demands, or causes of action arising therefrom and all costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon, and upon notice from the Authority, the City shall defend the Authority in any such action or proceeding.

(c) No recourse shall be had for the enforcement of any obligation, covenant, or agreement of the Authority contained in this Contract or in the Series 2021 Bonds or the Resolution for any claim based hereon or thereon against any member, officer, or employee of the Authority or of any successor thereto, in his or her individual capacity, either directly or through the Authority whether by virtue of any constitutional provision, statute, or rule of law. This Contract, the Series 2021 Bonds, and the Resolution are solely corporate obligations, and no personal liability shall attach to or be incurred by, any member, officer, or employee of the Authority or of any successor thereto, either directly or by reason of the obligations, covenants, or agreements entered into between the Authority and the City, and all personal liability of any character against every such member, officer, and employee is, by the execution of this Contract, expressly waived and released. The immunity of members, officers, and employees of the Authority under the provisions contained in this Section 7.01 shall survive the termination of this Contract.

[END OF ARTICLE VII]

ARTICLE VIII

DEFAULT; REMEDIES

Section 8.01. Events of Default Defined. The following shall be “events of default” under this Contract and the term “event of default,” whenever used in this Contract, shall mean any one of the following events:

(a) Failure by the City to pay when due any amount required to be paid under Section 5.02(a) hereof.

(b) The City shall fail to perform any of the other agreements, conditions, covenants, or terms herein required to be performed by the City and such default shall continue for a period of 30 days after written notice has been given to the City by the Authority, the Paying Agent, or the Bondholders specifying such default and requesting that it be remedied, unless, however, action to remedy such failure shall have been undertaken and more than 30 days is reasonably required for its completion, in which event such failure may be permitted to remain unremedied during the lesser of 180 days or the time required for the completion of such action and any appeal therefrom, irrespective of whether such period extends beyond the 30 day period after the receiving of notice, unless by such action the lien or charge hereof on any part of the Revenues shall be materially endangered, in which event, such failure shall be promptly remedied; provided, however, that if, by reason of *force majeure*, the City is unable, in whole or in part, to perform the obligations on its part herein undertaken (other than the obligations relating to the payments to be made under Section 5.02(a) hereof), the City shall not be deemed in default during the continuance of such inability to perform.

The term *force majeure* shall mean, without limitation, acts of God; strikes; work stoppages or similar disturbances; acts of public enemies; orders of any kind of the government of the United States of America or of the State or any of their departments, agencies, or officials, or any civil or military authority; insurrections; riots; epidemics; landslides; lightning; earthquakes; fire; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accident to machinery or equipment; partial or entire failure of utilities, or any other cause or event not reasonably within the control of the City. The City, however, will use its best efforts to remedy, with all reasonable dispatch, the cause or causes preventing the City from carrying out such obligation; provided, that the settlement of strikes, work stoppages and similar disturbances shall be entirely within the discretion of the City and the City shall not be required to make settlement of such disturbances by acceding to the demands of the opposing party or parties when such course is, in the judgment of the City, unfavorable to the City.

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

Section 8.02. Remedies on Default.

(a) If an event of default referred to in Section 8.01(a) occurs and is continuing, then the Authority, by written notice to the City, may take whatever action at law or in equity may appear necessary or desirable to enforce the performance and observance of the obligation, agreement, or covenant of the City then in default under this Contract, whether for specific

performance of any covenant or agreement contained herein or therein or in aid of the execution of any power herein granted. No remedy conferred upon or reserved to the Authority in this subsection (a) is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Contract and now or hereafter existing at law or in equity or by statute, subject to the provisions of the Resolution.

(b) No delay or omission to exercise any right or power accruing upon any event of default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Bondholders to exercise any respective remedy reserved to them in this Article VIII, it shall not be necessary to give any notice, other than any notice required herein.

(c) Any amounts collected pursuant to action taken under subsection (a) of this Section 8.02 shall be applied in accordance with the Resolution to the extent the provisions of the Resolution relate to such amounts.

Section 8.03. Attorneys' Fees and Expenses. If the City should default under any of the provisions of this Contract and the owners of a majority in principal amount of the Bonds Outstanding shall employ attorneys or incur other expenses for the collection of the amounts payable hereunder or the enforcement, performance, or observance of any obligation or agreement on the part of the City herein contained, the City, on demand therefor, will pay the amount of the reasonable fees and expenses of such attorneys and such other reasonable expenses so incurred.

Section 8.04. No Waiver of Breach. If any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 8.05. City Authorized to Cure Default of the Authority. With regard to any default on the part of the Authority under this Contract or under the Resolution, the Authority hereby vests the City with full power, for the account of the Authority, to perform any obligation in remedy of such default in the name and stead of the Authority with full power to do any and all things and acts to the same extent that the Authority could do and perform any such acts.

Section 8.06. Failure to Enforce Agreement Not a Waiver. The failure of the Authority or the Bondholders to enforce any agreement, condition, covenant, or term by reason of any default or breach by the City shall not be deemed to void or affect the right to enforce the same agreement, condition, covenant, or term on the occasion of any subsequent default or breach.

[END OF ARTICLE VIII]

ARTICLE IX

PREPAYMENT

Section 9.01. Optional Prepayments. The City shall have and is hereby granted the option to prepay all or any portion of its obligations under Section 5.02 at any time by taking the actions required by the Resolution to (i) discharge the lien of the Resolution with respect to the Bonds in accordance with Article VII of the Resolution or (ii) effect a redemption, in whole or in part, of the Bonds to the extent permitted by the Resolution.

Section 9.02. Exercise of Optional Prepayment.

(a) To exercise an option granted in Section 9.01 hereof, the City shall:

(i) give written notice to the Authority, which, if a redemption of Bonds is to be effected, shall be received by the Authority at least seven Business Days prior to the date on which the Bond Registrar is required to give notice of such proposed redemption and shall specify thereon (a) the proposed redemption date, (b) the principal amount of the Bonds to be called for redemption, (c) the applicable redemption price or prices, and (d) the provision or provisions of the Resolution pursuant to which such Bonds are called for redemption; and

(ii) furnish to the Bond Registrar a proposed form of notice of redemption as required by the Resolution. The exercise of an option in Section 9.01 hereof is revocable by the City at any time before the mailing by the Bond Registrar of notice of the redemption of such Bonds.

(b) Upon receipt of a notice furnished pursuant to this Section 9.02, the Authority and the Bond Registrar, as provided in the Resolution, shall forthwith take or cause to be taken all actions necessary under the Resolution to discharge the lien of the Resolution with respect to those Bonds being redeemed or effect the redemption of Bonds in accordance with such notice, as the case may be.

[END OF ARTICLE IX]

ARTICLE X

TERM OF CONTRACT; MISCELLANEOUS

Section 10.01. Term of Contract. This Contract shall be in full force and effect from the date of delivery hereof until such time as the Bonds shall have been paid or provision for such payment shall have been made in accordance with the Resolution and all payments due or to become due to the Paying Agent and Bond Registrar have been made.

Section 10.02. Communications. Except as otherwise specifically provided herein, all notices, approvals, consents, requests, and other communications hereunder shall be in writing and shall be sufficiently given and served when delivered or mailed as provided in Section 1005 of the Resolution.

Section 10.03. Binding Effect. This Contract shall inure to the benefit of and shall be binding upon the Authority and the City and their respective successors and assigns.

Section 10.04. Severability. If any provision of this Contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 10.05. Amounts Remaining in Funds and Accounts. The parties hereto agree that any amounts remaining in any fund or account created pursuant to the Resolution, after payment in full of the principal of and premium, if any, and interest on the Bonds (or provision for payment shall have been made as provided for in the Resolution), the fees, charges, and expenses of the Paying Agent and Bond Registrar, and all other amounts required to be paid under the Resolution, shall be paid to the City.

Section 10.06. Delegation of Duties by the Authority. It is agreed that under the terms of this Contract and also under the terms of the Resolution the Authority has delegated certain responsibilities to the City. The fact of such delegation shall be deemed a sufficient compliance by the Authority to satisfy the responsibilities so delegated and the Authority shall not be liable in any way by reason of acts done or omitted by the City or the City Representative. The Authority shall have the right at all times to act in reliance upon the authorization, representation, or certification of the City Representative.

Section 10.07. Amendments, Changes, and Modifications. Subsequent to the initial issuance of Bonds and prior to the payment in full of the Bonds, this Contract may not be amended, changed, modified, or altered except as provided in Article IX of the Resolution.

Section 10.08. Execution Counterparts. This Contract may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 10.09. Captions. The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.

Section 10.10. Law Governing Construction of Contract. This Contract shall be governed by and construed in accordance with the laws of the State.

[END OF ARTICLE X]

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

PERRY PUBLIC FACILITIES AUTHORITY

By: _____
Chairperson

Attest: _____
Secretary

(S E A L)

Signed, sealed, and delivered in the presence of:

Witness

Notary Public

(NOTARY SEAL)

CITY OF PERRY, GEORGIA

By: _____
Mayor

(S E A L)

Attest: _____
City Clerk

Signed, sealed, and delivered in the
presence of:

Witness

Notary Public

(NOTARY SEAL)

Exhibit A

DESCRIPTION OF THE PROJECTS

Proceeds of the Bonds will be used by the City for the following capital projects:

Stormwater Facility Upgrades. Proceeds of the Bonds will be used by the City for expanding and making upgrades to the City's Langston Road Regional Stormwater Detention Facility (the "**Stormwater Facility**"). The Stormwater Facility is located on the south side of Langston Road and the north side of Houston Lake Road, behind Foundation Academy in Perry, Georgia. The purpose of the expansion and upgrades is to increase regional stormwater control and quality in the Houston Lake Road Watershed as development in the area continues. The upgrades will include, among others improvements, expanding the Stormwater Facility to increase its storage capacity, increasing the size of the outlet pipes, replacing the existing outlet control structures, and grading out a portion of the existing Stormwater Facility. The estimated cost for this project, including construction and land acquisition, amounts to approximately \$1,100,000. Construction is anticipated to begin in September, 2021 and is expected to be completed by December 31, 2021.

Bear Branch Sewer Expansion. Proceeds of the Bonds will be used by the City for sewer expansion projects near Bear Branch Road, including the installation of approximately 6,500 linear feet of 15" gravity sewer interceptor piping, from its origin at Highway 127 down to Bear Branch Road, approximately 17 sewer manholes, a small pump station on Bear Branch Road, and approximately 9,000 linear feet of force main piping to the Wind River Pump Station. The estimated cost for this project amounts to approximately \$3,325,500. Construction is anticipated to begin in June, 2021 and is expected to be completed by December 31, 2021.

New Wastewater Treatment Plant Design and Permitting. The City plans to move forward with development and construction of a new wastewater treatment plant within the next three to five years for the City's eastern service area. Proceeds from the Bonds will be used for costs attributable to designing and permitting the new wastewater treatment plant.

BOND PURCHASE AGREEMENT

relating to the

\$ _____

PERRY PUBLIC FACILITIES AUTHORITY
REVENUE BONDS (CITY OF PERRY PROJECTS),
SERIES 2021

May 18, 2021

Perry Public Facilities Authority
Perry, Georgia

City of Perry, Georgia
Perry, Georgia

To the Addressees:

On the basis of the representations, warranties, and covenants contained in this Bond Purchase Agreement, and upon the terms and conditions contained in this Bond Purchase Agreement (“**Agreement**”), the undersigned, Raymond James & Associates, Inc. (the “**Underwriter**”), hereby offers to purchase \$ _____ in aggregate principal amount of PERRY PUBLIC FACILITIES AUTHORITY REVENUE BONDS (CITY OF PERRY PROJECTS), SERIES 2021 (the “**Bonds**”), from the Perry Public Facilities Authority (the “**Authority**”), and hereby offers to enter into this Agreement with the Authority and the City of Perry, Georgia (the “**City**”), which will become binding upon the parties hereto upon the validly authorized acceptance by execution of this Agreement and its delivery to the Underwriter on May 18, 2021. Capitalized terms used herein and not defined shall have the meaning assigned to such terms in the Resolution (hereinafter defined).

SECTION 1. BACKGROUND.

The Bonds. Pursuant to a bond resolution duly adopted by the Authority on May 18, 2021 (the “**Resolution**”), the Authority has authorized the issuance, delivery, and sale of the Bonds. The Bonds will be issued under and secured by the Resolution. The proceeds from the sale of the Bonds will be used by the Authority to provide funds to pay for (i) certain additions and improvements to the sewer and stormwater systems of the City (the “**Projects**”), and (ii) certain costs of issuing the Bonds.

Pursuant to an intergovernmental contract, to be dated the date of closing and delivery of the Bonds (the “**Contract**”), between the Authority and the City, the City is obligated to pay the principal of, premium (if any), and interest on the Bonds as the same shall become due in accordance with their terms and provisions and to pay all other amounts provided for in the Resolution.

Public Offering Document. With the consent of the Authority and the City, the Underwriter, in connection with the marketing of the Bonds, has distributed a Preliminary Official Statement, dated May 7, 2021 (the “**Preliminary Official Statement**”), relating to the Bonds. The Bonds will be offered for sale by the Underwriter pursuant to a definitive Official Statement, dated the date hereof (the “**Official Statement**”), relating to the Bonds.

Continuing Disclosure. Pursuant to a Continuing Disclosure Certificate to be executed the date of issuance and delivery of the Bonds (the “**Continuing Disclosure Certificate**”), the City will undertake to provide or cause to be provided, in accordance with the requirements of Rule 15c2-12 promulgated by the U.S. Securities and Exchange Commission, (i) certain annual financial information and operating data and (ii) timely notice of the occurrence of certain material events with respect to the Bonds. The Continuing Disclosure Certificate is included as an appendix to the Preliminary Official Statement and will also be included in the Official Statement.

SECTION 2. REPRESENTATIONS, WARRANTIES, AND AGREEMENTS OF THE AUTHORITY.

By the Authority’s acceptance hereof, it hereby represents and warrants to, and covenants and agrees with, the Underwriter and the City that:

(a) The Authority has been created pursuant to the Perry Public Facilities Authority Act, Ga. Laws 2015, p. 4167 *et seq.* (the “**Act**”), and is now existing and operating as a public body corporate and politic. The Authority is authorized by virtue of the Constitution and laws of the State of Georgia, including specifically the Act and the Revenue Bond Law of Georgia, codified in O.C.G.A. § 36-82-60 *et seq.*, to issue the Bonds for the purposes hereinabove described and to take all actions contemplated by the Resolution.

(b) The Authority has complied with all provisions of the Constitution and laws of the State of Georgia with respect to the consummation of, and has full power and authority to consummate, all transactions contemplated by this Agreement, the Bonds, the Resolution, the Contract, and any and all other agreements relating thereto and to issue, sell, and deliver the Bonds to the Underwriter as provided herein.

(c) By the Resolution duly adopted by the Authority at a meeting duly called and held, it has duly and validly authorized the issuance and sale of the Bonds and the execution and delivery of this Agreement, the Contract, and any other agreements relating thereto.

(d) All information furnished to the Underwriter for use in connection with the marketing of the Bonds and the information contained in the Preliminary Official Statement and in the Official Statement, and in any amendment or supplement that may be authorized for use by the Underwriter with respect to the Bonds, is, and as of the Closing Time (as hereinafter defined in Section 4) and the End of the Underwriting Period (as determined in Section 10 hereof) will be, complete, accurate, true, and correct, and the Preliminary Official Statement and the Official Statement do not contain and will not contain any untrue statement of a material fact and do not omit and will not omit to state a material fact required to be stated therein or

necessary in order to make the statements therein made, in light of the circumstances under which they were made, not misleading.

(e) The Authority has duly and validly authorized all necessary action to be taken by it for: (1) the issuance and sale of the Bonds upon the terms set forth herein and in the Resolution; (2) the passage and approval of the Resolution providing for the issuance of and security for the Bonds; (3) the execution, delivery, receipt, and due performance of this Agreement, the Bonds, the Contract, the Resolution, and any and all such other agreements and documents as may be required to be executed, delivered or received by the Authority in order to carry out, give effect to, and consummate the transactions contemplated hereby and by the Resolution; (4) the approval of the Preliminary Official Statement and the Official Statement and their use by the Underwriter in the public offering and sale of the Bonds and the execution of the Official Statement by the Chairperson, Vice Chairperson, or other authorized officer of the Authority; and (5) the carrying out, giving effect to, and consummation of the transactions contemplated hereby and by the Resolution and the Official Statement. This Agreement and the Contract, when executed by the parties hereto, will have been duly and validly executed and delivered by the Authority, will be in full force and effect as to the Authority, and will constitute the legal, valid, binding, and enforceable obligations of the Authority, enforceable in accordance with their respective terms, except as limited by judicial discretion regarding usual equity principles. The Bonds, when issued, delivered, and paid for as set forth herein and in the Resolution, will have been duly and validly authorized and issued and will constitute valid and binding special or limited obligations of the Authority enforceable in accordance with their terms and provisions and entitled to the benefits and security of the Resolution. Original executed counterparts of this Agreement and the Contract, certified copies of the Resolution, and executed counterparts of the Official Statement will be delivered to the Underwriter by the Authority at the Closing Time (as hereinafter defined).

(f) There is no action, suit, proceeding, inquiry, or investigation at law or in equity or before or by any court, public board, or body pending or, to the knowledge of the Authority, after making due inquiry with respect thereto, threatened against or affecting the Authority (or to its knowledge, after making due inquiry with respect thereto, any basis therefor) wherein an unfavorable decision, ruling, or finding would adversely affect the transactions contemplated hereby or by the Official Statement, the existence, power, or authority of the Authority, the issuance and sale of the Bonds, or the validity of this Agreement, the Resolution, the Contract, or any other agreement or instrument to which the Authority is a party or by which the Authority is bound and which is used or contemplated for use in the consummation of the transactions contemplated hereby or by the Official Statement, or which affects the information in the Official Statement.

(g) The Authority is not in violation of any material provision of its organic documents, any statute, court, or administrative rule or regulation, decree, judgment, or order (the “**Authority’s Legal Requirements**”) to which it is a party or by which it or its property is subject or bound, or in breach of or default under any agreement, note, resolution, ordinance, indenture, mortgage, deed of trust, lease, indebtedness, lien, instrument, plan, or other restriction (the “**Authority’s Contractual Requirements**”) to which it is a party or by which it or its property is subject or bound which materially and adversely affects the transactions contemplated hereby and by the Official Statement. The consent to the use of the Official

Statement and the execution and delivery of this Agreement, the Contract, and the Bonds, the adoption of the Resolution, and the other agreements contemplated hereby and by the Resolution or the Contract, and the compliance with the provisions thereof will not conflict with or violate or constitute on the Authority's part a breach of or a default under any of the Authority's Legal Requirements or Contractual Requirements to which it is a party or by which it or its property is subject or bound. No approval, authorization, consent, or other action by any governmental authority is required in connection with the execution and delivery by the Authority of the Bonds, the Contract, and this Agreement, the adoption of the Resolution, or in connection with the performance by it of its obligations hereunder or thereunder, which has not been previously obtained or accomplished, except for proceedings to validate the Bonds.

(h) The Authority will not knowingly take or omit to take any action, which action or omission will in any way cause the proceeds from the sale of the Bonds to be applied in a manner other than as provided in the Resolution or the Contract or which would cause the interest on the Bonds to become includable in the gross income of the owners thereof for federal income tax purposes.

(i) The Authority has not been notified of any listing or proposed listing by the Internal Revenue Service to the effect that it is a bond issuer whose arbitrage certifications may not be relied upon.

(j) Any certificate signed by any of the Authority's authorized officers and delivered to the Underwriter shall be deemed a representation and warranty by the Authority to the Underwriter under this Agreement as to the statements made therein.

(k) The Authority will cooperate with the Underwriter in the qualification of the Bonds for offering and sale and the determination of their eligibility for investment under the laws of such jurisdictions as the Underwriter shall designate; provided, however, the Authority shall not be required to register as a dealer or broker in any such jurisdiction, nor execute a general consent to service of process or qualify to do business in connection with any such qualification of the Bonds in any such jurisdiction.

(l) The Authority will notify the Underwriter for the period from the date hereof until the expiration of the earlier of (x) 90 days after the End of the Underwriting Period (as determined in Section 10 hereof) or (y) the time when the Official Statement is available to any person from the Municipal Securities Rulemaking Board, but in no event less than 25 days after the End of the Underwriting Period, of any event which occurs and comes to the Authority's attention, which event materially and adversely affects the Authority or the City, or the transactions contemplated by the Official Statement and which would cause the Official Statement to contain an untrue statement of a material fact or to omit to state a material fact which should be included therein for the purposes for which the Official Statement was to be used or which is necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. If in the opinion of the Underwriter, a change in the information contained in the Official Statement is required in order to make the statements therein made true and not misleading or to make the Official Statement comply with any applicable state securities law in connection with the offering of the Bonds, the Authority will make such change and supply the corrected information to the Underwriter in sufficient quantity

for distribution to the purchasers of the Bonds. If such change occurs subsequent to the Closing Time, the Authority shall furnish to the Underwriter such legal opinions, certificates, instruments and documents as the Underwriter may reasonably request to evidence the truth and accuracy of such corrected information. Thereafter, this Agreement shall refer to such corrected information.

(m) Prior to the execution of this Agreement, the Authority delivered to the Underwriter copies of the Preliminary Official Statement which the Authority “deemed final” as of its date for purposes of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934, as amended, except for the permitted omissions described in paragraph (b)(1) of Rule 15c2-12.

(n) To the best knowledge of the Authority, no legislation, ordinance, rule, or regulation has been enacted by any governmental body, department, or agency of the State of Georgia nor has any decision been rendered by any court of competent jurisdiction in the State of Georgia which would materially and adversely affect the transactions contemplated by the Official Statement.

(o) Subsequent to the respective dates as of which information is given in the Official Statement, and prior to the Closing Date, except as set forth in or contemplated by the Official Statement, no legal or governmental proceeding affecting the Authority or the transactions contemplated by this Agreement has been or will have been instituted or threatened which is material.

(p) The Authority acknowledges and agrees that these representations and warranties are made to induce the Underwriter to purchase the Bonds, and that such representations and warranties and any other representations and warranties made by the Authority to the Underwriter are made for the benefit of the ultimate purchasers of the Bonds and may be relied upon by such purchasers.

SECTION 3. REPRESENTATIONS, WARRANTIES, AND AGREEMENTS OF THE CITY.

By the City’s acceptance hereof, the City hereby represents and warrants to, and covenants and agrees with, the Underwriter and the Authority that:

(a) The City is a municipal corporation of the State of Georgia and has complied with all provisions of the Constitution and laws of the State of Georgia with respect to the consummation of, and has full power and authority to consummate, all transactions contemplated by this Agreement, the Contract, the Continuing Disclosure Certificate, and any and all other agreements relating thereto.

(b) By resolution duly adopted by the City at a meeting duly called and held on May 18, 2021, the City has duly and validly authorized the execution and delivery of the Contract, this Agreement, and any other agreements relating thereto.

(c) All information furnished to the Underwriter for use in connection with the marketing of the Bonds and the information contained in the Preliminary Official Statement and in the Official Statement related to the City, including the financial statements of the City and related notes and schedules contained in Appendix A thereto, and in any amendment or supplement that may be authorized for use by the Underwriter with respect to the Bonds, is and,

as of the Closing Time and the End of the Underwriting Period, will be complete, accurate, true, and correct; and the Preliminary Official Statement and the Official Statement do not contain and will not contain any untrue statement of a material fact related to the City and do not omit and will not omit to state a material fact required to be stated therein or necessary in order to make the statements therein made, in light of the circumstances under which they were made, not misleading.

(d) The City has duly and validly authorized all necessary action to be taken by the City for: (1) the execution and due performance of this Agreement, the Contract, the Continuing Disclosure Certificate, and any and all such other agreements and documents as may be required to be executed by the City in order to carry out, give effect to, and consummate the transactions contemplated hereby; (2) the approval of the Preliminary Official Statement and the Official Statement and their use by the Underwriter in the public offering and sale of the Bonds and the execution of the Official Statement by the City; and (3) the carrying out, giving effect to, and consummation of the transactions contemplated hereby and by the Official Statement. This Agreement, when executed by the Mayor, will have been duly and validly executed and delivered by the City, will be in full force and effect as to the City, and will constitute the legal, valid, binding, and enforceable obligation of the City, enforceable in accordance with its terms, except as limited by applicable bankruptcy, reorganization, insolvency, or other similar laws affecting the enforcement of creditors' rights generally and by general principles of equity affecting remedies.

(e) There is no action, suit, proceeding, inquiry, or investigation at law or in equity or before or by any court, public board, or body pending or, to the knowledge of the City, after making due inquiry with respect thereto, threatened against or affecting the City (or to its knowledge, after making due inquiry with respect thereto, any basis therefor), to restrain or enjoin the issuance or sale of the Bonds, or wherein an unfavorable decision, ruling, or finding would adversely affect the issuance or sale of the Bonds, the transactions contemplated hereby or by the Official Statement, the City's existence or powers or its right to enter into this Agreement, the Continuing Disclosure Certificate, the Contract, or any other agreement or instrument to which the City is a party or by which the City is bound and which is used or contemplated for use in the consummation of the transactions contemplated hereby or by the Official Statement or which might result in a material adverse change in the operations, properties, assets, liabilities, or condition (financial or otherwise) of the City, or which affects the information in the Official Statement.

(f) The City is not in violation of any material provision of its organic documents, any statute, court, or administrative rule or regulation, decree, judgment, or order (the "**City's Legal Requirements**") to which it is a party or by which it or its property is subject or bound, or in breach of or default under any agreement, note, ordinance, resolution, indenture, mortgage, deed of trust, lease, indebtedness, lien, instrument, plan, or other restriction (the "**City's Contractual Requirements**") to which it is a party or by which it or its property is subject or bound, which materially and adversely affects the transactions contemplated hereby and by the Official Statement. The consent to the use of the Official Statement and the execution and delivery of this Agreement, the Contract, the Continuing Disclosure Certificate, and the other agreements contemplated hereby and by the Contract and the compliance with the provisions thereof will not conflict with or violate or constitute on the City's part a breach of or a default

under any of the City's Legal Requirements or the City's Contractual Requirements to which it is a party or by which it or its property is subject or bound. No other approval, authorization, consent, or other action by any governmental authority is required in connection with the execution and delivery by the City of this Agreement, the Contract, or the Continuing Disclosure Certificate, or in connection with the performance by it of its obligations hereunder or thereunder, which has not been previously obtained or accomplished.

(g) The City will not knowingly take or omit to take any action, which action or omission will in any way cause the proceeds from the sale of the Bonds to be applied in a manner other than as provided in Contract, or which would cause the interest on the Bonds to become includable in the gross income of the owners thereof for federal income tax purposes.

(h) Any certificate signed by the City's authorized officers or representatives and delivered to the Underwriter shall be deemed a representation and warranty by the City to the Underwriter under this Agreement as to the statements made therein.

(i) The City will notify the Underwriter for the period from the date hereof until the expiration of the earlier of (x) 90 days after the End of the Underwriting Period or (y) the time when the Official Statement is available to any person from the Municipal Securities Rulemaking Board, but in no event less than 25 days after the End of the Underwriting Period, until the expiration of 90 days after the End of the Underwriting Period of (i) any material adverse change in the operations, properties, or condition (financial or otherwise) of the City and (ii) any event which occurs and comes to the City's attention, which event materially and adversely affects the City or the transactions contemplated by the Official Statement and which would cause the Official Statement to contain an untrue statement of a material fact or to omit to state a material fact which should be included therein for the purposes for which the Official Statement was to be used or which is necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. If in the opinion of the Underwriter, a change in the information contained in the Official Statement is required in order to make the statements therein made true and not misleading or to make the Official Statement comply with any applicable state securities law in connection with the offering of the Bonds, the City will make such change and supply the corrected information to the Underwriter in sufficient quantity for distribution to the purchasers of the Bonds. If such change occurs subsequent to the Closing Time, the City shall furnish to the Underwriter such legal opinions, certificates, instruments, and documents as the Underwriter may reasonably request to evidence the truth and accuracy of such corrected information. Thereafter, this Agreement shall refer to such corrected information.

(j) Prior to the execution of this Agreement, the City "deemed final" the Preliminary Official Statement as of its date for purposes of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934, as amended, except for the permitted omissions described in paragraph (b)(1) of Rule 15c2-12.

(k) To the best knowledge of the City, no legislation, ordinance, rule, or regulation has been enacted by any governmental body, department, or agency of the State of Georgia nor has any decision been rendered by any court of competent jurisdiction in the State of Georgia,

which would materially and adversely affect the transactions contemplated by the Official Statement.

(l) Subsequent to the respective dates as of which information related to the City is given in the Official Statement, and prior to the Closing Date, except as set forth in or contemplated by the Official Statement, (1) the City has not incurred and shall not have incurred any material liabilities or obligations relating to its financial affairs, direct or contingent, except in the ordinary course of business; (2) there has not been and will not have been any increase in the long-term debt payable from the City's *ad valorem* taxes; (3) there has not been and will not have been any material change in the business or the financial position or results of operations of the City; (4) no loss or damage (whether or not insured) to the properties of the City has been or will have been sustained which materially and adversely affects the operations of the City; and (5) no legal or governmental proceeding affecting the City or the transactions contemplated by this Agreement has been or will have been instituted or threatened which is material.

(m) The City will furnish to the Underwriter, upon request, for so long as the Bonds remain outstanding, annual audited financial statements of the City as soon as such financial statements become available.

(n) The City acknowledge and agree that these representations and warranties are made to induce the Authority to issue the Bonds and the Underwriter to purchase the Bonds, and that such representations and warranties and any other representations and warranties made by the City to the Authority and the Underwriter are made for the benefit of the ultimate purchasers of the Bonds and may be relied upon by such purchasers.

SECTION 4. PURCHASE, SALE, AND DELIVERY OF THE BONDS.

[On the basis of the representations, warranties, and covenants contained herein and in the other agreements referred to herein, and subject to the terms and conditions herein set forth, the Underwriter hereby agrees to purchase from the Authority at the Closing Time and the Authority hereby agrees to sell to the Underwriter at the Closing Time the Bonds at a price of \$ _____, which represents the par amount of the Bonds, \$ _____, less underwriter's discount of \$ _____, and [less/plus net original issue discount/premium] in the amount of \$ _____.

The Underwriter, in its discretion, may permit other securities dealers who are members of the Financial Industry Regulatory Authority ("FINRA") to assist in selling the Bonds. If the Underwriter permits other securities dealers who are members of FINRA to assist in selling the Bonds, the Underwriter shall enter into selected dealers agreements or selling agreements with such other securities dealers.

The Bonds shall have the maturities and interest rates as shown in Exhibit A attached hereto. The Bonds shall be issued under and secured as provided in the Resolution and otherwise shall be as described and as set forth in the Resolution and the Official Statement.

Payment of the purchase price for the Bonds shall be made by wire or check in immediately available funds payable to the order of Perry Public Facilities Authority at 10:00 a.m., local time, on [June 22, 2021], or such other time or date as shall be mutually agreed upon

by the City, the Authority, and the Underwriter, against delivery of the Bonds to the Underwriter or the persons designated by the Underwriter. The date of such delivery and payment for the Bonds is herein called the “Closing Date,” and the hour and date of such delivery and payment is herein called the “Closing Time.” The Bonds shall be delivered by means of a book-entry-only system administered by The Depository Trust Company (“DTC”), New York, New York, bearing CUSIP numbers (provided neither the printing of the wrong CUSIP number on any Bond nor the failure to print a CUSIP number thereon shall constitute cause to refuse delivery of any Bond) and duly executed and authenticated, and registered in the name of Cede & Co., as nominee and registered owner for DTC. The Bonds shall be available for examination by the Underwriter or its representative at least 24 hours prior to the Closing Time. The Bonds shall remain in the Paying Agent’s custody subject to the provisions of the Fast Automated Securities Transfer (FAST) Balance Certificate Agreement currently in effect between the Paying Agent and DTC.

SECTION 5. CONDITIONS TO THE UNDERWRITER’S OBLIGATIONS.

The Underwriter’s obligations hereunder shall be subject to the due performance in all material respects by the Authority and the City of their obligations and agreements to be performed hereunder at or prior to the Closing Time and to the accuracy of, and compliance with, in all material respects the representations and warranties contained herein, as of the date hereof and as of the Closing Time, and also are subject to receipt of the following evidence and documents and satisfaction of the following conditions, as appropriate, at or prior to the Closing Time:

(a) The Resolution shall have been duly adopted and the Bonds, and the Contract shall have been duly authorized and executed or delivered in the forms heretofore approved by the Underwriter with only such changes therein as shall be mutually agreed upon by the parties thereto and the Underwriter, and shall be in full force and effect on the Closing Date.

(b) There shall not have occurred, in the sole opinion of the Underwriter, any material adverse change, or any material adverse development involving a prospective change, in or affecting the business, condition (financial or other), results of operations, prospects, or properties of the Authority or the City.

(c) At or before the Closing Time, the Underwriter shall receive:

(1) The opinions, dated as of the Closing Date, of:

(A) Brooke P. Newby, Esq., Counsel for the Authority, in substantially the form attached hereto as Exhibit D;

(B) Brooke P. Newby, Esq., Counsel for the City, in substantially the form attached hereto as Exhibit E;

(C) Gray Pannell & Woodward LLP, Bond Counsel, in substantially the form attached to the Official Statement;

(D) Gray Pannell & Woodward LLP, Disclosure Counsel, in substantially the form attached hereto as Exhibit F.

All of said opinions as may be in form and substance satisfactory to, and approved by, the Underwriter and its Counsel.

(2) A closing certificate of the Authority, satisfactory in form and substance to the Underwriter, executed by the Chairperson or Vice Chairperson of the Authority, dated as of the Closing Date, to the effect that: (A) the Authority has duly performed and satisfied hereunder or complied with all of its obligations and conditions to be performed and satisfied hereunder at or prior to the Closing Time and each of its representations and warranties contained herein has not been amended, modified, or rescinded and is in full force and effect and is true and correct in all material respects as of the Closing Time; (B) the Authority has duly authorized, by all necessary action, the execution, delivery, receipt, and due performance of the Bonds, the Resolution, the Contract, this Agreement, and any and all such other agreements and documents as may be required to be executed, delivered, received, and performed by the Authority to carry out, give effect to, and consummate the transactions contemplated hereby and by the Resolution, the Contract, and the Official Statement; (C) no litigation is pending, or, to such officer's knowledge after making due inquiry with respect thereto, threatened against the Authority, to restrain or enjoin the issuance or sale of the Bonds or in any way affecting any authority for or the validity of the Bonds, the Resolution, the Contract, or the Authority's existence or powers or its right to use the proceeds of the Bonds as contemplated in the Resolution; (D) all information furnished to the Underwriter for use in connection with the marketing of the Bonds and the information contained in the Preliminary Official Statement and the Official Statement relating to the Authority were, as of the respective dates thereof and are as of the Closing Date, true in all material respects and do not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading; and (E) the execution, delivery, receipt, and due performance of the Bonds, the Resolution, the Contract, this Agreement, and the other agreements contemplated hereby and by the Resolution, the Contract, and the Official Statement under the circumstances contemplated hereby and thereby and the Authority's compliance with the provisions thereof will not conflict with or be in violation of or constitute on the Authority's part a breach of or a default under any of the Authority's Legal Requirements or the Authority's Contractual Requirements to which the Authority is a party or by which it or its property may be subject or bound.

(3) A closing certificate of the City, satisfactory in form and substance to the Underwriter, executed by the Mayor, dated as of the Closing Date, to the effect that: (A) the City has duly performed and satisfied hereunder or complied with all of its obligations and conditions to be performed and satisfied hereunder at or prior to the Closing Time and each of its representations and warranties contained herein has not been amended, modified, or rescinded and is in full force and effect and is true and correct in all material respects as of the Closing Time; (B) the City has duly authorized, by all necessary action, the execution and due performance of this Agreement, the Contract, the Continuing Disclosure Certificate, and any and all such other agreements

and documents as may be required to be executed and performed by the City to carry out, give effect to, and consummate the transactions contemplated hereby and by the Contract and the Official Statement; (C) no litigation is pending, or, to such person's knowledge after making due inquiry with respect thereto, threatened against the City to restrain or enjoin the issuance or sale of the Bonds or in any way affecting any authority for or the validity of the Bonds, the Contract, or the City's existence or powers, or its right to use the proceeds of the Bonds as contemplated by the Contract; (D) all information furnished to the Underwriter for use in connection with the marketing of the Bonds and the information contained in the Preliminary Official Statement and the Official Statement relating to the City were, as of the respective dates thereof and are as of the Closing Date, true in all material respects and do not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading; and (E) the execution and due performance of the this Agreement, the Contract, the Continuing Disclosure Certificate, and the other agreements contemplated hereby and the Official Statement under the circumstances contemplated hereby and thereby and the City's compliance with the provisions thereof will not conflict with or be in violation of or constitute on the City's part a breach of or a default under any of the City's Legal Requirements or the City's Contractual Requirements to which the City is a party or by which it or its property may be subject or bound.

(4) A letter confirming the "Aa3" rating of Moody's Investors Service, Inc. with respect to the Bonds.

(5) The Continuing Disclosure Certificate of the City, in substantially the form attached to the Official Statement, evidencing that the City has made the continuing disclosure undertaking set forth herein.

(6) Certification that the Authority is in compliance with the Local Government Authorities Registration Act.

(7) Such additional certificates and other documents, agreements, and opinions as the Underwriter and its Counsel may reasonably request to evidence performance of or compliance with the provisions hereof and the transactions contemplated hereby and by the Resolution, the Contract, and the Official Statement, all such certificates and other documents to be satisfactory in form and substance to the Underwriter.

All such opinions, letters, certificates, and documents shall be in compliance with the provisions hereof only if they are in all material respects satisfactory in form and substance to the Underwriter and its Counsel, as to which both the Underwriter and its Counsel shall act reasonably. If any condition of the Underwriter's obligation hereunder to be satisfied prior to the Closing Time is not so satisfied, this Agreement may be terminated by the Underwriter by notice to the Authority in writing sent by facsimile with the original to follow by United States registered mail, return receipt requested, postage prepaid. The Underwriter may waive in writing compliance by the Authority of any one or more of the foregoing conditions or extend the time for their performance.

SECTION 6. THE UNDERWRITER'S RIGHT TO CANCEL.

The Underwriter shall have the right to cancel its obligations hereunder (and such cancellation shall not constitute a default of the Underwriter for purposes of this Agreement) by notifying the Authority and the City of its election so to do between the date hereof and the Closing Time, if at any time hereafter and prior to the Closing Time any of the following events occur:

(a) A committee of the House of Representatives or the Senate of the Congress of the United States of America (the "United States") shall have pending before it legislation, or a tentative decision with respect to legislation shall be reached by a committee of the House of Representatives or the Senate of the Congress of the United States, or legislation shall be favorably reported by such a committee or be introduced, by amendment or otherwise, in, or be passed by, the House of Representatives or the Senate, or recommended to the Congress of the United States for passage by the President of the United States, or be enacted by the Congress of the United States, or an announcement or a proposal for any such legislation shall be made by a member of the House of Representatives or the Senate of the Congress of the United States, or a decision by a court established under Article III of the Constitution of the United States or the Tax Court of the United States shall be rendered, or a ruling, regulation or order of the Treasury Department of the United States or the Internal Revenue Service shall be made or proposed having the purpose or effect of imposing federal income taxation, or any other event shall have occurred which results in or proposes the imposition of federal income taxation, upon revenues or other income of the general character to be derived by state and local governmental units or by any similar body or upon interest received on obligations of the general character of the Bonds, which, in the Underwriter's opinion, materially and adversely affects the market price of the Bonds.

(b) Any legislation, ordinance, rule, or regulation shall be introduced in or be enacted or imposed by any governmental body, department, or agency of the United States or of any state, or a decision by any court of competent jurisdiction within the United States or any state shall be rendered which, in the Underwriter's sole opinion, materially and adversely affects the market price of the Bonds.

(c) A stop order, ruling, regulation, or official statement by, or on behalf of, the Securities and Exchange Commission or any other governmental agency having jurisdiction of the subject matter shall be issued or made to the effect that the issuance, offering, or sale of obligations of the general character of the Bonds, or the issuance, offering, or sale of the Bonds, including all the underlying obligations, as contemplated hereby or by the Official Statement, is in violation or would be in violation of any provisions of the federal securities laws, including without limitation the registration provisions of the Securities Act of 1933, as amended and as then in effect, or the registration provisions of the Securities Exchange Act of 1934, as amended and as then in effect, or the qualification provisions of the Trust Indenture Act of 1939, as amended and as then in effect.

(d) Legislation shall be introduced by amendment or otherwise in, or to be enacted by, the Congress of the United States, or a decision by a court of the United States shall be rendered to the effect that obligations of the general character of the Bonds, or the Bonds,

including all the underlying obligations, are not exempt from registration under or from other requirements of the Securities Act of 1933, as amended and as then in effect, or the Securities Exchange Act of 1934, as amended and then in effect, or that the Resolution is not exempt from qualification under or from other requirements of the Trust Indenture Act of 1939, as amended and as then in effect, or with the purpose or effect of otherwise prohibiting the issuance, offering, or sale of obligations of the general character of the Bonds, or the Bonds, as contemplated hereby or by the Resolution, the Contract, or the Official Statement.

(e) Any event shall have occurred, or information becomes known, which, in the Underwriter's sole opinion, makes untrue in any material respect any statement or information furnished to the Underwriter by the Authority for use in connection with the marketing of the Bonds or any material statement or information contained in the Preliminary Official Statement or the Official Statement as originally circulated contains an untrue statement of a material fact or omits to state a material fact necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading; provided, however, that the Authority shall be granted a reasonable amount of time in which to cure any such untrue or misleading statement or information.

(f) Additional material restrictions not in force as of the date hereof shall have been imposed upon trading in securities generally by any governmental authority or by any national securities exchange.

(g) The New York Stock Exchange or any other national securities exchange, or any governmental authority, shall impose, as to the Bonds or obligations of the general character of the Bonds, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the net capital requirements of, the Underwriter.

(h) A general banking moratorium shall have been established by federal, New York, or Georgia authorities or the marketability of the Bonds or the market price thereof, in the opinion of the Underwriter, has been materially and adversely affected by disruptive events, occurrences or conditions in the securities or debt markets.

(i) A default has occurred with respect to the obligations of, or proceedings have been instituted under the federal bankruptcy laws or any similar state laws by or against, any state of the United States or any city or county located in the United States having a population in excess of one million persons or any entity issuing obligations on behalf of such a state, city, or county.

(j) Any proceeding shall be pending or, to the knowledge of the Underwriter, threatened to restrain, enjoin, or otherwise prohibit the issuance, sale, or delivery of the Bonds by the Authority or the purchase, offering, sale, or distribution of the Bonds by the Underwriter, or for any investigatory or other proceedings under any federal or state securities laws or the rules and regulations of FINRA relating to the issuance, sale or delivery of the Bonds by the Authority or the purchase, offering, sale, or distribution of the Bonds by the Underwriter.

(k) There shall have occurred (whether or not foreseeable) any (a) outbreak or escalation of hostilities, including without limitation an act of terrorism; (b) declaration by the

United States of a national emergency or war or other calamity or crisis, including but not limited to an escalation of hostilities that existed prior to the date hereof; or (c) any material or adverse change in the financial or economic conditions affecting the United States, the effect of which on financial markets is such as to make it, in the sole judgment of the Underwriter, impractical or inadvisable to proceed with the offering or delivery of the Bonds as contemplated by the Final Official Statement (exclusive of any amendment or supplement thereto).

(l) Moody's Investors Service, Inc. shall withdraw or lower its rating on the Bonds prior to the Closing Time or there shall have occurred or any notice shall have been given of any intended downgrading, suspension, withdrawal or negative change in credit watch status by any national rating service to any of the Authority's or the City's obligations.

(m) The Authority shall fail to provide certification that it is in compliance with the Local Government Authorities Registration Act.

(n) The City shall fail to deliver the Continuing Disclosure Certificate.

SECTION 7. CONDITIONS OF THE OBLIGATIONS OF THE AUTHORITY AND THE CITY.

The obligations of the Authority and the City hereunder are subject to the Underwriter's performance of its obligations hereunder. The Underwriter represents that it is duly authorized to execute and deliver this Agreement and that upon execution and delivery of this Agreement by the other parties hereto, this Agreement shall constitute a legal, valid, and binding agreement of the Underwriter enforceable in accordance with its terms. The Authority and the City covenant to use their best efforts to accomplish, or cause to be accomplished, the conditions set forth herein to the Underwriter's obligations. To the extent to which the Authority and the City are not in breach of this covenant, the Authority and the City shall not be liable to the Underwriter for its lost profits, if any.

SECTION 8. REPRESENTATIONS, WARRANTIES, AND AGREEMENTS TO SURVIVE DELIVERY.

All of the representations, warranties, and agreements of the Authority and the City shall remain operative and in full force and effect (unless expressly waived in writing by the Underwriter), regardless of any investigations made by the Underwriter or on their behalf, and shall survive delivery of the Bonds to the Underwriter and the placement or purchase by the Underwriter of the Bonds.

SECTION 9. PAYMENT OF EXPENSES.

Whether or not the Bonds are sold by the Authority, the Underwriter shall be under no obligation to pay any expenses incident to the performance of the obligations hereunder of either the Authority or the City. Unless the Authority, the City, and the Underwriter otherwise agree, all costs incurred in connection with the issuance or attempted issuance of the Bonds and all expenses and costs to effect the authorization, preparation, issuance, delivery, distribution, and sale of the Bonds (including, without limitation, attorneys' and accountants' fees, rating agencies' fees, bond registrar's and paying agent's initial fees, and the expenses and costs for the

preparation, printing, photocopying, execution, and delivery of the Bonds, the Resolution, the Contract, this Agreement, the Preliminary Official Statement and any amendments or supplements thereto, the Official Statement and any amendments or supplements thereto, and all other agreements and documents contemplated hereby) shall be paid out of the proceeds of the Bonds or, if the Bonds are not sold by the Authority or if the proceeds of the Bonds are not sufficient, shall be paid by the City.

SECTION 10. DELIVERY AND USE OF OFFICIAL STATEMENT.

The Authority and the City authorize the use and distribution of, and will make available, the Preliminary Official Statement and the Official Statement for the use and distribution by the Underwriter in connection with the sale of the Bonds.

The Authority and the City shall deliver, or cause to be delivered, to the Underwriter copies of the Preliminary Official Statement in sufficient quantity in order for the Underwriter to comply with Rule 15c2-12(b)(2) promulgated under the Securities Exchange Act of 1934.

The Authority and the City shall deliver, or cause to be delivered, to the Underwriter copies of the final Official Statement in sufficient quantity in order for the Underwriter to comply with Rule 15c2-12(b)(4) promulgated under the Securities Exchange Act of 1934, as amended, and the rules of the Municipal Securities Rulemaking Board, upon the earlier of (1) seven business days after this Agreement is executed and delivered or (2) the date which will allow such final Official Statement to accompany any confirmation that requests payment from any customer.

The End of the Underwriting Period shall be the date on which the Bonds are issued and delivered to the Underwriter or to persons designated by the Underwriter.

SECTION 11. LIMITED OBLIGATIONS.

The Underwriter acknowledges that the Authority has no taxing power and that the Bonds and the pecuniary obligations of the Authority under this Agreement do not constitute a debt or a pledge of the faith and credit or the taxing power of the City or the State of Georgia or any political subdivision thereof, but are the Authority's special and limited obligations, and that the Bonds are secured by certain contract payments to be made by the City to the Authority pursuant to the Contract.

SECTION 12. NOTICE.

Any notice or other communication to be given to the Authority under this Agreement may be given by mailing or delivering the same in writing to: Perry Public Facilities Authority, 1211 Washington Street, Perry, Georgia 31069, Attention: Chairperson. Any notice or other communication to be given to the City under this Agreement may be given by mailing or delivering the same in writing to: City of Perry, 1211 Washington Street, Perry, Georgia 31069, Attention: Mayor. Any notice or other communication to be given to the Underwriter under this Agreement may be given by mailing or delivering the same in writing to: Raymond James & Associates, Inc., Two Buckhead Plaza, Suite 702, 3050 Peachtree Road, N.W., Atlanta, Georgia 30305, Attention: William J. Camp, Managing Director.

SECTION 13. APPLICABLE LAW; NONASSIGNABILITY.

This Agreement shall be governed by the laws of the State of Georgia. This Agreement shall not be assigned by the Authority or the City.

SECTION 14. PARTIES IN INTEREST.

This Agreement shall be binding upon, and has been and is made for the benefit of, the Authority, the City, and the Underwriter, and to the extent expressed, any person controlling the Authority or the City or the Underwriter and their successors and assigns, and no other person shall acquire or have any right or interest under or by virtue hereof. The term “successors and assigns” shall not include any purchaser, as such, of any Bond.

SECTION 15. ARM’S-LENGTH TRANSACTION.

The Authority and the City each acknowledge and agree that (i) the purchase and sale of the Bonds pursuant to this Agreement is an arm’s-length commercial transaction between the Authority, the City, and the Underwriter; (ii) in connection with such transaction, including the process leading thereto, the Underwriter is acting solely as a principal and not as an agent or a fiduciary of the Authority or the City; (iii) the Underwriter has neither assumed an advisory or fiduciary responsibility in favor of the Authority or the City with respect to the offering of the Bonds or the process leading thereto (whether or not the Underwriter, or any affiliate of the Underwriter, has advised or is currently advising the Authority or the City on other matters) nor has it assumed any other obligation to the Authority or the City except the obligations expressly set forth in this Agreement; (iv) the Underwriter has financial and other interests that differ from those of the Authority and the City; and (v) the Authority and the City have each consulted with its own legal and financial advisors to the extent it deemed appropriate in connection with the offering of the Bonds.

SECTION 16. ESTABLISHMENT OF ISSUE PRICE.

(a) The Underwriter agrees to assist the Authority in establishing the issue price of the Bonds and shall execute and deliver to the Authority at Closing an “issue price” or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit B, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the Authority, the City and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds.

(b) Except as otherwise set forth in Exhibit C attached hereto, the Authority will treat the first price at which 10% of each maturity of the Bonds (the “10% test”) is sold to the public as the issue price of that maturity. At or promptly after the execution of this Agreement, the Underwriter shall report to the Authority the price or process at which it has sold to the public each maturity of the Bonds. If at that time the 10% test has not been satisfied as to any maturity of the Bonds, the Underwriter agrees to promptly report to the Authority the prices at which it sells the unsold Bonds of that maturity to the public. That reporting obligation shall continue, whether or not the Closing Date has occurred, until either (i) the Underwriter has sold all Bonds of that maturity or (ii) the 10% test has been satisfied as to the Bonds of that maturity, provided

that, the Underwriter's reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Authority or Bond Counsel. For purposes of this Section, if Bonds mature on the same date but have different interest rates, each separate CUSIP number within that maturity will be treated as a separate maturity of the Bonds.

(c) The Underwriter confirms that it has offered the Bonds to the public on or before the date of this Agreement at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in Schedule A attached to Exhibit B hereto, except as otherwise set forth therein. Exhibit C sets forth, as of the date of this Agreement, the maturities, if any, of the Bonds for which the 10% test has not been satisfied and for which the Authority and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the Authority to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "hold-the-offering-price rule"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following: (1) the close of the fifth (5th) business day after the sale date; or (2) the date on which the Underwriter has sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter will advise the Authority promptly after the close of the fifth (5th) business day after the sale date whether it has sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

(d) The Underwriter confirms that:

(i) any selling group agreement and any third-party distribution agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(A)(i) to report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter that the 10% test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter, and (ii) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter,

(B) to promptly notify the Underwriter of any sales of Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below), and

(C) to acknowledge that, unless otherwise advised by the dealer or broker-dealer, the Underwriter shall assume that each order submitted by the dealer or broker-dealer is a sale to the public.

(ii) any selling group agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter or the dealer that the 10% test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter or the dealer, and (B) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter or the dealer and as set forth in the related pricing wires.

(e) The Authority acknowledges that, in making the representations set forth in this section, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a third-party distribution agreement was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The Authority further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds.

(f) The Underwriter acknowledges that sales of any Bonds to any person that is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(i) “public” means any person other than an underwriter or a related party;

(ii) “underwriter” means (A) any person that agrees pursuant to a written contract with the Authority (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member

of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the public); and

(iii) a purchaser of any of the Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) “sale date” means the date of execution of this Agreement by all parties.

SECTION 17. EXECUTION OF COUNTERPARTS.

This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

Very truly yours,

RAYMOND JAMES & ASSOCIATES,
INC.

By: _____
William J. Camp
Managing Director

Accepted as of the date first above written:

PERRY PUBLIC FACILITIES AUTHORITY

By: _____
Chairperson

CITY OF PERRY, GEORGIA

By: _____
Mayor

Exhibit A

MATURITY SCHEDULE

Exhibit B

FORM OF ISSUE PRICE CERTIFICATE

[at least 10% of each maturity actually sold at single price]

\$ _____

PERRY PUBLIC FACILITIES AUTHORITY
REVENUE BONDS (CITY OF PERRY PROJECTS),
SERIES 2021

The undersigned, on behalf of Raymond James & Associates, Inc., Atlanta, Georgia (“Raymond James”), on behalf of itself, hereby certifies as set forth below, based upon the information available to it, with respect to the sale and issuance of the above-captioned obligations (the “Bonds”).

1. Sale of the Bonds. As of the date of this Certificate, for each Maturity of the Bonds, the first price at which at least 10% of such Maturity of the Bonds was sold to the Public is the respective price listed in Schedule A.

2. Defined Terms.

(a) *Issuer* means the Perry Public Facilities Authority.

(b) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

(c) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this certificate generally means any two or more persons who have greater than 50% common ownership, directly or indirectly.

(d) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents Raymond James’ interpretation of any laws, including specifically §§ 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by

the Issuer with respect to certain of the representations set forth in the Non-Arbitrage and Federal Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Gray Pannell & Woodward LLP in connection with rendering its opinion that the interest on the Bonds is excludable from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds. Except as expressly set forth above, the certifications set forth herein may not be relied upon or used by any third party or for any other purpose. Notwithstanding anything set forth herein, the Underwriter is not engaged in the practice of law. Accordingly, the Underwriter makes no representation as to the legal sufficiency of the factual matters set forth herein.

RAYMOND JAMES & ASSOCIATES, INC.

By: _____

Dated: _____, 2021

FORM OF ISSUE PRICE CERTIFICATE

[combination of 10% general rule and hold the offering price maturities]

§ _____
PERRY PUBLIC FACILITIES AUTHORITY
REVENUE BONDS (CITY OF PERRY PROJECTS),
SERIES 2021

The undersigned, on behalf of Raymond James & Associates, Inc., Atlanta, Georgia (“Raymond James”), on behalf of itself, hereby certifies as set forth below, based upon the information available to it, with respect to the sale and issuance of the above-captioned obligations (the “Bonds”).

1. Sale of the General Rule Maturities. As of the date of this Certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity of the 10% Maturities was sold to the Public is the respective price listed in Schedule A.

2. Initial Offering Price of the Hold-the-Offering-Price Maturities.

(a) Raymond James offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the “Initial Offering Prices”) on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this Certificate as Schedule B.

(b) As set forth in the Bond Purchase Agreement, Raymond James has agreed in writing that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the “hold-the-offering-price rule”), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.

3. Defined Terms.

(a) *General Rule Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the “General Rule Maturities.”

(b) *Hold-the-Offering-Price Maturities* means those Maturities of the Bonds listed in Schedule A hereto “Hold-the-Offering-Price Maturities.”

(c) *Holding Period* means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of

the fifth business day after the Sale Date ([DATE]), or (ii) the date on which Raymond James has sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

(d) *Issuer* means the Perry Public Facilities Authority.

(e) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(f) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this Certificate generally mean any two or more persons who have greater than 50% common ownership, directly or indirectly.

(g) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is [DATE].

(h) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents Raymond James’ interpretation of any laws, including specifically §§ 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Non-Arbitrage and Federal Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Gray Pannell & Woodward LLP in connection with rendering its opinion that the interest on the Bonds is excludable from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds. Except as expressly set forth above, the certifications set forth herein may not be relied upon or used by any third party or for any other purpose. Notwithstanding anything set forth herein, the Underwriter is not engaged in the practice of law. Accordingly, the Underwriter makes no representation as to the legal sufficiency of the factual matters set forth herein.

RAYMOND JAMES & ASSOCIATES, INC.

By: _____

Dated: _____, 2021

Schedule A
SALE PRICES

[Attached.]

Schedule B

PRICING WIRE

Exhibit C

HOLD THE PRICE MATURITIES
[IF ANY]

Exhibit D

FORM OF OPINION OF COUNSEL TO THE AUTHORITY

[Date of Closing]

Perry Public Facilities Authority
Perry, Georgia

City of Perry
Perry, Georgia

Gray Pannell & Woodward LLP
Savannah, Georgia

Re: \$ _____ PERRY PUBLIC FACILITIES AUTHORITY REVENUE BONDS (CITY OF
PERRY PROJECTS), SERIES 2021 (the "Bonds")

To the Addressees:

I have acted as counsel to the Perry Public Facilities Authority (the "Authority") in connection with the issuance and delivery by the Authority of the above referenced Bonds. The Bonds are authorized to be issued under the provisions of Ga. Laws 2015, 4167 *et seq.* (the "Act"). The Bonds have been authorized to be issued and delivered pursuant to a resolution of the Authority adopted on May 18, 2021 (the "Resolution").

Pursuant to the Intergovernmental Contract (the "Contract"), dated as of the date hereof, between the Authority and the City of Perry, Georgia (the "City"), the City has agreed to make contract payments sufficient to pay the principal of and interest on the Bonds, whether at maturity, upon redemption, or otherwise.

In connection with the opinions rendered herein, I have examined and relied upon the following:

- (a) the Constitution and the laws of the State of Georgia, including specifically the Act;
- (b) certified copies of proceedings of the Authority, including the Resolution;
- (c) fully-executed counterparts of the Contract;
- (d) the Bond Purchase Agreement, dated May 18, 2021 (the "Bond Purchase Agreement"), among the Authority, the City, and Raymond James & Associates, Inc., as Underwriter (the "Underwriter");

(e) the Preliminary Official Statement, dated May 7, 2021 (the “Preliminary Official Statement”), and the final Official Statement (the “Official Statement”), dated May 18, 2021, relating to the Bonds;

(f) certified transcripts of the validation proceedings in the Superior Court of Houston County, Georgia, validating the Bonds and the security therefore; and

(g) such other instruments and proofs as I have deemed necessary or advisable.

Based on the foregoing, it is my opinion that:

1. The Authority is a body corporate and politic created pursuant to the Act as an instrumentality of the State of Georgia and a public corporation thereof, and has all requisite power and authority under the Constitution and laws of the State of Georgia, particularly the Act (a) to issue, sell, and deliver the Bonds for the purposes described in the Resolution and the Official Statement; (b) to adopt the Resolution; (c) to enter into and execute the Contract; (d) to execute and deliver the Official Statement; (e) to pledge certain of the revenues to be derived from the Contract to the payment of the principal of, premium, if any, and interest on the Bonds as provided in the Resolution; and (f) to perform the transactions contemplated on its part by the Resolution, the Contract, and the Official Statement.

2. The Resolution, the Bond Purchase Agreement, the Contract, and the Official Statement have been duly authorized by all necessary action on the part of the Authority and have been duly executed and delivered by the Authority and the Resolution, the Bond Purchase Agreement, and the Contract constitute legal, valid, and binding obligations of the Authority enforceable in accordance with their terms, except as the enforceability thereof may be limited or affected by bankruptcy, insolvency, reorganization, moratorium, or other similar laws affecting the enforcement of creditors’ rights generally or principles of equity applicable to the availability of specific performance or other equitable relief.

3. The Bonds have been duly authorized, executed, and delivered by the Authority under and pursuant to the Resolution and constitute valid and binding special limited obligations of the Authority payable by the Authority solely from the proceeds of the Contract pledged to the payment thereof.

4. The form of the Preliminary Official Statement and the Official Statement have been duly authorized, executed, and delivered by the Authority.

5. The adoption of the Resolution by the Authority, the execution and delivery by the Authority of the Bond Purchase Agreement, the Bonds, and the Contract, and the compliance by the Authority with the provisions thereof under the circumstances contemplated thereby, and the execution and delivery by the Authority of the Official Statement, do not and will not conflict with or constitute on the part of the Authority a violation of, breach of, or default under the Act pursuant to which the Authority is organized, any agreement or other instrument to which the Authority is a party or by which it is bound and of which I have knowledge, or any other

constitutional provisions, statute, or law, or any rule, regulation, order, or decree to which the Authority is subject.

6. All consents, approvals, authorizations, and orders of any governmental or regulatory authorities (other than in connection with or in compliance with the provisions of the securities or "blue sky" laws of any jurisdiction, as to which I express no opinion) that are required to be obtained by the Authority as of the date hereof in connection with the issuance, sale, and delivery of the Bonds, the execution, delivery, and performance of the Contract, the adoption of the Resolution, the use and distribution of the Preliminary Official Statement and the Official Statement, and the carrying out and consummation of the transactions contemplated by the Official Statement have been duly obtained and remain in full force and effect.

7. To best of my knowledge and after making due inquiry, there is no action, suit, proceeding, or investigation at law or in equity before or by any court, public board, or body pending or threatened against or affecting the Authority nor, to my knowledge, is there any meritorious basis therefor wherein an unfavorable decision, ruling, or finding would materially and adversely affect the Authority or the transactions contemplated by the Official Statement or adversely affect the validity or enforceability of the Bond Purchase Agreement, the Bonds, the Resolution, or the Contract.

8. Neither the Securities and Exchange Commission nor any state securities commission has issued or, to the best of my knowledge, threatened to issue any order preventing or suspending the use and distribution of the Official Statement.

9. To the best of my knowledge, the Authority has not been, and is not as of the date hereof, in default in the payment of the principal of, redemption premium (if any), or interest on any indebtedness of the Authority.

10. As counsel to the Authority, I have rendered legal advice and assistance to the Authority, which advice and assistance involved, among other things, discussions and inquiries concerning various legal matters, review of various documents, and participation in conferences during which the contents of the Preliminary Official Statement and the Official Statement and related matters were discussed and reviewed. Based upon such advice and assistance, nothing has come to my attention that causes me to believe that any portion of the Official Statement pertaining to the Authority contains any untrue statement of a material fact or omits to state a material fact necessary to be stated therein in order to make the statements therein, in light of the circumstances under which they were made, not misleading.

Very truly yours,

Exhibit E

FORM OF OPINION OF COUNSEL TO THE CITY

[Date of Closing]

City of Perry
Perry, Georgia

Perry Public Facilities Authority
Perry, Georgia

Gray Pannell & Woodward LLP
Savannah, Georgia

Re: \$ _____ PERRY PUBLIC FACILITIES AUTHORITY REVENUE BONDS (CITY OF
PERRY PROJECTS), SERIES 2021

To the Addressees:

I have acted as counsel for the City of Perry, Georgia (the "City"), a municipal corporation of the State of Georgia, in connection with the authorization and issuance by the Perry Public Facilities Authority (the "Authority") of \$ _____ in aggregate principal amount of PERRY PUBLIC FACILITIES AUTHORITY REVENUE BONDS (CITY OF PERRY PROJECTS), SERIES 2021 (the "Bonds"). In such capacity, I have examined such documents, instruments, and proceedings of the City as I have considered necessary to render the opinions set forth including, but not limited to, the following:

(a) the resolution of the City of Perry (the "City"), adopted on May 18, 2021 (the "Resolution");

(b) the Intergovernmental Contract, dated as of the date hereof, with respect to the Bonds between the Authority and the City (the "Contract");

(c) the Bond Purchase Agreement, dated May 18, 2021 (the "Bond Purchase Agreement"), among the Authority, the City, and Raymond James & Associates, Inc., as Underwriter (the "Underwriter");

(d) the Preliminary Official Statement of the Authority dated May 7, 2021, and the Official Statement of the Authority, dated May 18, 2021 (together, the "Official Statement"), relating to the Bonds;

(e) the Continuing Disclosure Certificate, dated as of the date hereof (the "Continuing Disclosure Certificate");

(f) certified transcripts of the validation proceedings in the Superior Court of Houston County, Georgia, validating the Bonds and the security therefore; and

(g) such other instruments and proofs as I have deemed necessary or advisable.

I have also examined and relied upon the original, certified, conformed, or photographic copies of such other documents, records, agreements, and certificates as I have considered necessary or appropriate to enable me to render the opinions expressed herein. In all such examinations, I have assumed the genuineness of signatures on original documents and the conformity to original documents of all copies submitted to me as certified, conformed, or photographic copies, and as to certificates of public officials, I have assumed the same to have been properly given and to be accurate.

Based on the foregoing, I am of the opinion that as of this date:

1. The City is a municipal corporation of the State of Georgia, duly created and validly existing.

2. The City has all necessary power and authority to (i) adopt the Resolution; (ii) execute, deliver, and perform its obligations under the Contract, the Continuing Disclosure Certificate, and the Bond Purchase Agreement (collectively, the "City Documents"); (iii) execute and deliver the Official Statement; and (iv) carry out and consummate all of the transactions contemplated by the City Documents and by the Official Statement.

3. The Resolution has been duly adopted.

4. The City Documents have been duly authorized, executed, and delivered by the City, and (assuming that they are the respective legal, valid, binding, and enforceable obligations of the other parties thereto) constitute legal, valid, and binding obligations of the City, legally enforceable against the City in accordance with their terms, except as the enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, or other similar laws affecting the enforcement of creditors' rights generally and principles of equity applicable to the availability of specific performance and other equitable relief, and except as the validity, binding effect, or enforceability of the indemnification and contribution provisions of the Bond Purchase Agreement may be limited by federal or state securities laws.

5. The use and distribution of the Preliminary Official Statement and the Official Statement have been duly authorized by the City. The Official Statement has been duly executed by the Mayor of the City.

6. To the best of my knowledge and after making due inquiry, there is no action, suit, proceeding, inquiry, or investigation at law or in equity before or by any court, public board, or body pending or threatened against or affecting the City (or, to the best of my knowledge, any meritorious basis therefor) (a) attempting to limit, enjoin, or otherwise restrict or prevent the City

from functioning or contesting or questioning the existence of the City or the titles of the present officers of the City to their offices; (b) wherein an unfavorable decision, ruling, or finding would have a materially adverse effect on (i) the financial position of the City or the security for the Bonds, (ii) the powers of the City or the validity or enforceability of the City Documents or any agreement or instrument to which the City is a party and which is used or contemplated for use in the consummation of the transactions contemplated by the City Documents and by the Official Statement, or (iii) the transactions contemplated by the City Documents and by the Official Statement.

7. The execution, delivery, and performance by the City of the City Documents, the use and distribution of the Preliminary Official Statement and the Official Statement, the execution and delivery of the Official Statement, and the carrying out and consummation of the transactions contemplated by the City Documents and by the Official Statement will not conflict with or constitute on the part of the City a violation of, breach of, or default under (i) any governing instrument; (ii) any indenture, mortgage, lease, resolution, note agreement, or other agreement or instrument to which the City is a party or by which the City is bound; or (iii) any constitutional provisions statute, order, rule, or regulation of any court or governmental agency or body having jurisdiction over the City or any of its activities or properties; provided, however, I express no opinion as to compliance with the securities or "blue sky" laws of any jurisdiction.

8. All consents, approvals, authorizations, and orders of any governmental or regulatory authorities (other than in connection with or in compliance with the provisions of the securities or "blue sky" laws of any jurisdiction as to which I express no opinion) that are required to be attained by the City as of the date hereof in connection with the execution, delivery, and performance of the City Documents, the use and distribution of the Official Statement, the execution and delivery of the Preliminary Official Statement and the Official Statement and the carrying out and consummation of the transactions contemplated by the City Documents and by the Official Statement have been duly obtained and remain in full force and effect.

9. Neither the Securities and Exchange Commission nor any state securities commission has issued or, to the best of my knowledge, threatened to issue, any order preventing or suspending the use and distribution of the Official Statement.

10. To the best of my knowledge, the City has not been, and is not as of the date hereof, in default in the payment of the principal of, redemption premium, if any, or interest on any indebtedness of the City.

11. As counsel to the City, I have rendered legal advice and assistance to the City, which advice and assistance involved, among other things, discussions and inquiries concerning various legal matters, review of various documents, and participation in conferences during which the contents of the Preliminary Official Statement and the Official Statement and related matters were discussed and reviewed. Based upon such advice and assistance, nothing has come

City of Perry, et al.
[Date of Closing]
Page 4

to my attention that causes us to believe that any portion of the Official Statement pertaining to the City contains any untrue statement of a material fact or omits to state a material fact necessary to be stated therein in order to make the statements therein, in light of the circumstances under which they were made, not misleading.

Very truly yours,

Exhibit F

FORM OF OPINION OF DISCLOSURE COUNSEL

[Date of Closing]

Perry Public Facilities Authority
Perry, Georgia

City of Perry
Perry, Georgia

Raymond James & Associates, Inc.
Atlanta, Georgia

Re: \$ _____ PERRY PUBLIC FACILITIES AUTHORITY REVENUE BONDS (CITY OF
PERRY PROJECTS), SERIES 2021

To the Addressees:

We have acted as bond counsel and disclosure counsel to the Perry Public Facilities Authority (the "Authority"), in connection with the sale of the above-captioned bonds (the "Bonds"). In such capacity, we have rendered legal advice and assistance to the Authority and the City of Perry, Georgia (the "City") in the course of its preparation of the Official Statement, dated May 18, 2021, with respect to the Bonds (the "Official Statement"). Rendering such assistance involved, among other things, our participation in discussions and inquiries concerning various legal matters, our review of various legal documents, and our participation in conferences with representatives of Raymond James & Associates, Inc. and representatives of the Authority and the City during which conferences the contents of the Official Statement and related matters were discussed and reviewed. The limitations inherent in the independent verification of factual matters and the character of determinations involved in the preparation of the Official Statement are such, however, that we do not assume responsibility for the accuracy, completeness, or fairness of the statements contained in the Official Statement.

On the basis of the information that was developed in the course of the performance of the services referred to above, considered in light of our understanding of the applicable law and the experience we have gained through our practice thereunder, we have no reason to believe, as of the date hereof, that the Official Statement (except for the financial and statistical data included therein and the audit reports and financial statements attached thereto as Appendix A, and information concerning The Depository Trust Company and the book-entry system for the Bonds, as to which we express no view) contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements made therein, in light of the circumstances under which they are made, not misleading. The statements in the Official Statement under the headings "THE BONDS," "LEGAL MATTERS," and "FORM OF

CONTINUING DISCLOSURE CERTIFICATE” (attached as Appendix C to the Official Statement), insofar as such statements constitute a summary of the matters or documents referred to therein, fairly present the information purported to be shown.

Under even date, we have delivered our approving opinion regarding the validity of the Bonds to the Authority and to the City, upon which opinion Raymond James & Associates, Inc. is entitled to rely to the same extent as if such opinion were addressed to it. In addition to the opinions expressed in our approving opinion, we are of the opinion, as of the date hereof, that:

1. Under existing law, registration of the Bonds with the Securities and Exchange Commission is not required under the Securities Act of 1933, as amended, in connection with the offering and sale of the Bonds and the Resolution is not required to be qualified under the Trust Indenture Act of 1939.

2. The Bonds are exempt from the registration provisions of the Georgia Uniform Securities Act of 2008 by virtue of § 10-5-10(1) thereof.

3. Based upon our review of the Continuing Disclosure Certificate delivered by the City and our review of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934, as amended (the “Rule”), and Securities Exchange Act Release No. 34-34961, said Continuing Disclosure Certificate will permit Raymond James & Associates, Inc. to comply with clause (b)(5) of the Rule in connection with the primary offering of the Bonds.

This letter is furnished solely for your benefit. No other person or entity shall be entitled to rely upon the opinions expressed herein without our written consent. We disclaim the obligation to supplement this letter to reflect any facts or circumstances that may come to our attention or any changes in the law that may occur hereafter.

Yours very truly,

GRAY PANNELL & WOODWARD LLP

By: _____
A Partner



Where Georgia comes together.

OFFICE OF THE CITY MANAGER

MEMORANDUM

TO: Mayor/Council
FROM: Lee Gilmour, City Manager
DATE: May 13, 2021
REFERENCE: Revised rental rates

The attached resolution amends the City of Perry Fee Schedule to adjust the Worrall Center's rental rates to the revised rental time schedule.

cc: Mr. S. Swan
Ms. A. Minchew

**A RESOLUTION TO AMEND
THE CITY OF PERRY
FEE SCHEDULE**

WHEREAS, there is a change in the rental times for the Worrall Center; and

WHEREAS, the Fee Schedule must be amended;

**NOW, THEREFORE, THE COUNCIL OF THE CITY OF PERRY
HEREBY RESOLVES** that the City of Perry Fee Schedule is amended as follows:

Section 1. C. Miscellaneous Revenue. 1. Rental Income. a. James E. Worrall Community Center is amended to read:

1. Community Room / Kitchen

| | | |
|----------------------|----|----------|
| a. Monday – Thursday | | |
| 8:00am – 4:00pm | \$ | 224.00 |
| 4:00pm – 12:00am | | 336.00 |
| 8:00am – 12:00am | | 560.00 |
| b. Friday – Sunday | | |
| 8:00am – 4:00pm | \$ | 600.00 |
| 4:00pm – 12:00am | | 750.00 |
| 8:00am – 12:00am | | 1,350.00 |

c. Deposit of \$115.00 for each rental event

2. Multi-Purpose Room

| | | |
|--|----|-------|
| a. Hourly rate at | \$ | 19.00 |
| b. Deposit of \$168.00 for each rental event | | |

3. Gym

| | | |
|--|----|----------------|
| a. Monday – Friday (no holiday) | | |
| 8:00am - 4:00pm | | No charge |
| b. Saturday – Sunday, holidays, nights | | |
| 1) 8:00am – 4:00pm | | |
| 1-4 hours | \$ | 102.00 / event |
| 5-8 hours | | 204.00 / event |
| 2) 4:00pm – 12:00am | | 225.00 / event |

c. Deposit of \$115.00 for each event

SO RESOLVED THIS _____ DAY OF MAY 2021.

CITY OF PERRY

By: _____
RANDALL WALKER, MAYOR

City Seal

Attest: _____
ANNIE WARREN, CITY CLERK



Where Georgia comes together.

Senior Court Administrator

Department

Full Time / Part Time

FLSA Status: Exempt / Non-Exempt

Date:

Job Summary

The Senior Court Administrator is responsible for management and supervision of daily court operations, including the development, implementation, and maintenance of case management systems, facilities management and security, strategic planning, and fiscal activity, including budget development and administration, in addition to supervision of court staff.

Examples of Tasks

- Perform the tasks of Chief Municipal Court Clerk II.
- Provides input to court judges, City Manager, and other City leadership regarding strategic direction of the Municipal Court.
- Analyzes and makes recommendations on statutes, local rules, and procedures affecting the operations of the court.
- Evaluating opportunities such as technology management, information management, succession planning that expands the capacity of the court, delivers information to decision makers at critical events, and prepare and identify skills and talents of future court leaders.
- Develop a comprehensive training program for new court clerks.
- Oversees the overall operations and administration of the Municipal Court.
- Make final department level decisions on financial, operational, and personnel matters.

Knowledge, Skills, and Abilities Required for Position

- Knowledge of Georgia court operations.
- Knowledge in current State and Federal legal processes.
- Ability to instruct and use court software systems.
- Knowledge of City personnel and financial policies.
- Knowledge of state record retention standards.
- Knowledge regarding effective supervision of staff, dealing with short deadlines, diverse clients, and confidential data.



Where Georgia comes together.

Supervision Received and/or Exercised

- Court operations are supervised by the Chief Municipal Court Judge, while administrative functions are supervised by the City Manager.
- Supervises, trains, and evaluates assigned staff. Heads task teams as assigned.

Physical Demands

Class E criteria job demand.

Work Environment

Standard indoor facility. Evening work required.

Minimum qualifications

- Meet the qualifications of the Chief Municipal Court Clerk II.
- Possess a bachelor's degree in Business Administration or related field.
- Minimum three (3) years' experience as a Chief Municipal Court Clerk II.

Return to:
Flint EMC
Attn: Easement Coordinator
P.O. Box 308
Reynolds, GA 31076-0308

UNDERGROUND RIGHT OF WAY EASEMENT

STATE OF GEORGIA

Work Order 199055

COUNTY OF HOUSTON

Map 325-08

THIS AGREEMENT, made this _____ day of MAY, 2021, between CITY OF PERRY, GEORGIA, of the State of Georgia, County of Houston, whose address is P.O. BOX 2030, PERRY, GA 31069, Party of the First Part (hereinafter called "Owner"), and FLINT ELECTRIC MEMBERSHIP CORPORATION, a Georgia Corporation, Party of the Second Part (hereinafter referred to as "Flint EMC").

WITNESSETH:

That the said Party of the First Part, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, in hand paid at and before the sealing and delivery of these presents, Owner has granted, bargained, sold and conveyed, and by these presents do(es) grant, bargain, sell and convey unto said Flint EMC, its successors and assigns, an easement and right of way to serve property of the Owner or other members of Flint EMC. The easement is generally depicted on Exhibit "A" and is more particularly described on Exhibit "B" attached hereto. Exhibits "A" and "B" are incorporated herein and made a part hereof for all purposes.

Said easement to be used to lay, construct, operate and maintain an electric transmission and/or distribution line or system under the above described lands for the transmission and distribution of electric power, including all wires, cables, handholds, manholes, transformers, transformer enclosures, concrete pads, connection boxes,

ground connections, attachments, equipment, accessories and appurtenances necessary and desirable in connection therewith all of which are hereafter referred to as "Facilities". Transformers and associated equipment may be above ground.

The Facilities erected hereunder shall remain the property of Flint EMC and Flint EMC shall have the right to inspect, rebuild, repair, remove, improve and make such changes, alterations, substitutions and additions in and to its facilities as Flint EMC may from time to time deem advisable, including the right to increase or decrease the number of conduits, wires, cables, handholds, manholes, connection boxes, transformers and transformer enclosures.

Flint EMC shall at all times have the right to keep the easement clear of all buildings, structures or other obstructions and to cut, trim and control the growth by chemical means machinery or otherwise of trees and shrubbery located within ten (10) feet of the center line for underground construction and, to cut and remove any tree or trees ("Danger Tree(s)") outside the right of way area which, in the opinion of Flint EMC or its representatives, constitutes a hazard to or may endanger the safe and proper operation or maintenance of said lines and system. The right conferred herein grants to Flint EMC the right to control vegetation that may interfere with or threaten to endanger the operation and maintenance of said line or system (including any control of the growth of other vegetation in the right of way which may incidentally and necessarily result from the means of control employed). All trees and limbs cut by Flint EMC at any time shall remain the property of the Owner. As used herein, a Danger Tree is a tree whose height plus five feet is equal to or greater than the distance from the base thereof to a point on the ground directly adjacent to the nearest portion of the line or system. Flint EMC shall have the right to enter Owners premises, outside of the defined easement, to have access to Danger Trees and the same shall not constitute a trespass, forcible entry, detainer or other tort.

Flint EMC shall not be liable for, nor bound by, any statement, agreement, or understanding not herein expressed. The undersigned warrant(s) title to the property herein affected with the understanding that Flint EMC is relying upon said warranty in obtaining this easement.

Owner, his successors and assigns may use the land within the easement for any purpose not inconsistent with the right hereby granted, provided such use does not interfere with or endanger the construction, operation or maintenance of Flint EMC's facilities.

For the purpose of constructing, inspecting, maintaining or operation of its facilities, Flint EMC shall have the right of ingress to and egress from the easement over the lands of Owner adjacent to the easement and lying between public and private roads and the easement, such right to be exercised in such manner as shall occasion

the least practicable damage and inconvenience to Owner.

It is specifically agreed that where there is a reference to Owner, the same shall be construed to include the heirs, representatives, successors and assigns, either voluntary or by act of the Parties or involuntary by operation of the law of the same, and shall be held to include the plural if there should be more than one, and shall also include the masculine and feminine sex.

TO HAVE AND TO HOLD the said bargained right of way and easement, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in anywise appertaining to the proper use, benefit and in behalf of Flint EMC, its successors and assigns.

Owner will warrant and forever defend the right and title to the above described easement and right of way unto Flint EMC against the lawful claims of Owner and others claiming by, through or under Owner.

IN WITNESS WHEREOF, the said Owner has hereunto set his hand and affixed his seal and delivered these presents, the day and year above written.

OWNER: CITY OF PERRY, GEORGIA

ATTEST :(if necessary)

By: _____

Title: _____

By: _____

Title: _____

Signed, sealed and delivered
in the presence of:

Witness

Notary Public
My Commission expires: _____
[NOTARIAL SEAL]

EXHIBIT "A"

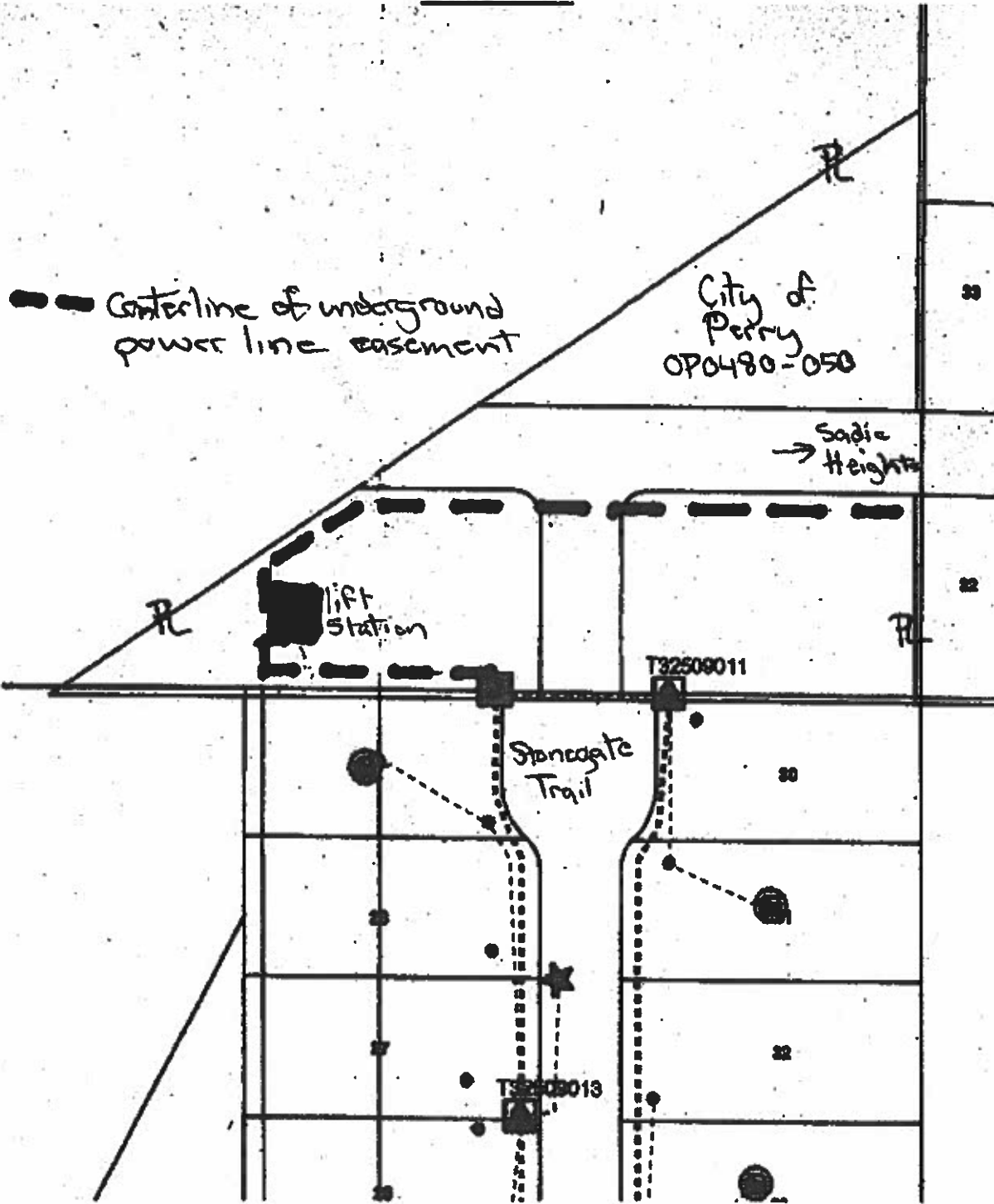


EXHIBIT "B"

All that tract or parcel of land situate, lying and being in Land Lot 145, of the 10th Land District of Houston County, Georgia, and being shown as Tract A, containing 3.14 acres, according to a plat of survey prepared by Marty A. McLeod, Georgia Registered Land Surveyor No. 2991, dated April 30, 2020, and recorded in Plat Book 81, Page 239, Clerk's Office, Houston County Superior Court. Said plat and the recorded copy thereof is incorporated herein by reference thereto.

The easement conveyed hereby is a portion of the property described above and as shown on EXHIBIT "A"

Said easement shall be 20 feet of even width (10 feet either side of centerline).

Subject property is more commonly known as:

Kings Chapel Road
Perry, GA 31069
Tax Parcel 0P0480 050