

Draft Council Agenda
August 17, 2020
Zoom
5:30 p m

Mayor Officially Opens Meeting

Opening Prayer Led by – **Councilman Holmes**

Pledge of Allegiance by – **Councilman Lashley**

Mayor Calls Meeting to Order

Adoption of the Agenda: Motion –
Second –

Proclamations/Awards/Presentations:

1. Approval of Minutes from Regular Meeting of August 03, 2020 – **Lee**
2. Purchasing Bids – **Curtis**
3. Resolution – Surplus Property – **Lauritsen**
4. Resolution – Surplus Property – **Bibb**
5. Resolution – Employee Promotions – **Holmes**
6. Motion - Home Occupation Permits Approvals – **Lashley**
7. Ordinance – Annexation – Victory Lane Auto Sales Inc./107 Napier Avenue, totaling 0.64 acres – **Lee**
 - Zoning – C-2[General Commercial District][City] – **Lee**
8. Motion – 2018 and 2019 Tax Adjustment List – **Curtis**
9. Resolution – Workers Comp & Loss Control Consulting Services – **Lauritsen**
10. Resolution – Water and Sewer Revenue Refunding and Improvement Bonds – **Bibb**
11. Resolution – Cares Act Funding Allocation– **Holmes**
12. Discussion – Board Members (RDA, DDA, & DAWR) – **Lee**
13. Discussion – City of Warner Robins Charter – **Bibb**

The City of Warner Robins is endeavoring to be in total compliance with the Americans with Disabilities Act. If you require assistance or auxiliary aids in order to participate at the council meeting please contact the ADA Coordinator, Sherri Windham, at (478) 302-5518 or swindham@wrqa.gov as far in advance of the council meeting as possible. Persons with hearing disabilities can contact the City through the Georgia Relay Service, at (TDD) 1-800-255-0056 or (Voice) 1-800-255-0135.

Draft Council Agenda

August 17, 2020

Zoom

5:30 p m

Council Comments

Mayor's Comments

Adjourn

Formal Public Comment – Speaker Protocol

The City of Warner Robins has identified this portion of the meeting to allow individuals an opportunity to formally address specific item(s) on the agenda for this meeting. The Mayor will recognize the speaker at the appropriate time and ask him/her to come forward to the podium. The City Council members may ask the speaker questions and/or engage in dialogue if they choose, but the speaker should not have an expectation that a question and answer format will occur. During this public comment section, persons shall be permitted to speak for three (3) minutes. When that time period has expired, the mayor shall direct the person speaking to cease. A second request from the mayor to cease speaking shall be cause for the removal of the speaker. Any person making personal, impertinent, profane, or slanderous remarks, or who becomes boisterous while addressing the city council or who otherwise violates any of the above-mentioned rules while attending a council meeting shall be removed from the room at the direction of the mayor, and the person shall be barred from further audience before the council during that meeting. If the mayor fails to act, any member of the council may move to require the mayor to act. If so directed by the mayor or an affirmative vote of the majority of the council, the offending person shall be removed.

Informal Public Comment – City Council Agenda Protocol

The City of Warner Robins believes that any member of the general public should be afforded the opportunity to address the City Council provided that designated rules are followed by the speaker. Any member of the public who wishes to address the City Council and offer public comment may do so during the Informal Public Comment period of the meeting. These rules will govern; if silent, most recent edition of Robert's Rules of Order shall apply. Elected officials shall preserve order and decorum. City officials or employees shall not respond to questions posed during a meeting. Citizens shall conduct themselves with propriety and decorum. Unauthorized remarks from the audience, stamping of the feet, whistles, yells, and similar demonstrations shall not be permitted. Placards, banners, signs, pamphlets, flyers, or political materials shall not be permitted in the council chambers or conference room, general comments will be received. Persons are urged to limit comments to topics relevant to the operations or business of the City. During the public comment sections of a council meeting, persons shall be permitted to speak for three (3) minutes. When that time period has expired, the mayor shall direct the person speaking to cease. A second request from the mayor to cease speaking shall be cause for the removal of the speaker. Any person making personal, impertinent, profane, or slanderous remarks, or who becomes boisterous while addressing the city council or who otherwise violates any of the above-mentioned rules while attending a council meeting shall be removed from the room at the direction of the mayor, and the person shall be barred from further audience before the council during that meeting. If the mayor fails to act, any member of the council may move to require the mayor to act. If so directed by the mayor or an affirmative vote of the majority of the council, the offending person shall be removed.

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City of Warner Robins City Council Meeting Minutes

Monday, July 20, 2020

5:30 PM

Council Chambers

Regular Meeting of Warner Robins City Council

Meeting conducted via teleconference* and in person, due to the State of Emergency issued by Governor Brian Kemp on March 13, 2020 concerning the Coronavirus disease (COVID-19). O.C.G.A. §50-14-1(g) allows cities to conduct a meeting via teleconference, without a requirement of having a quorum present in person, when “necessitated by emergency conditions,”.

Presiding: Mayor Randy Toms

City Officials Present:

Councilman Daron Lee
Councilman Charlie Bibb
Councilman Keith Lauritsen

Councilman Kevin Lashley
*Councilman Clifford Holmes
Councilman Larry Curtis

Opening Prayer: Councilman Lauritsen

Pledge of Allegiance: Councilman Bibb

Call to Order: 5:27 p.m.

Adoption of the Agenda: Councilman Lashley moved to adopt the agenda. Councilman Lauritsen seconded the motion. Councilmen Lee, Bibb, Lauritsen, Lashley, Holmes and Curtis voted for adoption of the agenda.

Proclamations, Awards and Presentations: N/A

Action Items:

Action Item 1	Presentation of Minutes
The minutes of the regular meeting of July 06, 2020 were presented for approval.	
Motion:	Councilman Holmes moved for the approval of the minutes for regular meeting of Monday, July 06, 2020
Second:	Councilman Lashley
Outcome:	Councilmen Lee, Bibb, Lauritsen, Lashley, Holmes and Curtis voted for approval.

Action Item 2	Purchasing Coversheet
Purchasing Bid List item, attached hereto, were presented for approval.	
Motion:	Councilman Lashley presented and moved for the approval of the Purchasing Bid Coversheet with the Amendment of item #5 (\$6795). 21 items.
Second:	Councilman Curtis
Outcome:	Councilmen Lee, Bibb, Lauritsen, Lashley, Holmes and Curtis voted for approval.

Action Item 3	Resolution – Surplus Property
A Resolution of the Mayor and Council of the City of Warner Robins declaring that certain property is no longer needed for a public purpose, or has become unusable for the purpose intended; and, that the value of the property, as presented in "Exhibit A", is less than \$500; and, that said property be sold as surplus property in accordance with the laws of the State of Georgia.	
Motion:	Councilman Lee motioned to approve the resolution
Second:	Councilman Lauritsen
Outcome:	Councilmen Lee, Bibb, Lauritsen, Lashley, Holmes and Curtis voted for approval.

Action Item 4	Resolution – Employee Promotions
The following employee was recommended for promotion by their respective department:	
<ul style="list-style-type: none"> Austin McElrath, promoted from Public Works Maintenance Worker II, Job Class #453, Grade 9, Public Works Department, to Maintenance Worker III (STW), Job Class #493, Grade 11, Public Works Department, to be effective July 27, 2020. 	
Motion:	Councilman Curtis motioned to approve the resolution
Second:	Councilman Bibb
Outcome:	Councilmen Lee, Bibb, Lauritsen, Lashley, Holmes and Curtis voted for approval.

Action Item 5	Resolution – 21 st Century Partnership
<p>A resolution of Mayor and Council of the City of Warner Robins hereby authorize a contribution to the 21st Century Partnership as budgeted for in FY 2021 in the amount of fifty-four thousand twenty-five and 05/100 dollars (\$54,025.05) and this item shall be charged to budget line item 10.01.01595.52351, Dues & Memberships.</p>	
Motion:	Councilman Lauritsen motioned to approve the resolution
Second:	Councilman Lee
Outcome:	Councilmen Lee, Bibb, Lauritsen, Lashley, Holmes and Curtis voted for approval.

Action Item 6	Resolution – Middle GA Clean Air Coalition
<p>A resolution of Mayor and Council of the City of Warner Robins hereby authorize a contribution to the Middle Georgia Clean Air Coalition as budgeted for in FY 2021 in the amount of sixteen thousand six hundred forty-seven dollars (\$16,647) and this item shall be charged to budget line item 10.01.01595.52351, Dues & Memberships.</p>	
Motion:	Councilman Bibb motioned to approve the resolution
Second:	Councilman Holmes
Outcome:	Councilmen Lee, Bibb, Lauritsen, Lashley, Holmes and Curtis voted for approval.

Action Item 7	Home Occupation Approvals
<p>The following Home Occupation Permits are recommended for approval by the Planning and Zoning Board:</p> <ol style="list-style-type: none"> Jamiya Wallace – 51 Cohen Walker Drive Apt. # 806 – requests permission to operate an event rental business as a home occupation. Holly Harrington – 201 Minter Drive – requests permission to operate a jewelry appraisals business as a home occupation. Edward Henning – 202 Bruce Street – requests permission to operate a security installation business as a home occupation. 	

4. **Cynthia M. Turner – 607 Griffin Street** – requests permission to operate an event/wedding planning business as a home occupation.
5. **Terry L. Wilson – 315 Angelina Grace Drive** – requests permission to operate an employment services business as a home occupation.
6. **Jamarra Nelson – 110 Regency Court** – requests permission to operate a real estate business as a home occupation.
7. **Kristan Hawkins – 104 Molly Court** – requests permission to operate an Athletic fitness coaching business as a home occupation.

Motion:	Councilman Holmes moved for the approval
Second:	Councilman Curtis
Outcome:	Councilmen Lee, Bibb, Lauritsen, Lashley, Holmes and Curtis voted for approval.

Action Item 8	Rezoning Petition – Happel Construction Co./ tracts B-1 & B-5, also known as tax parcel [0W1060 021000], totaling 31.6 acres, located in the Southeastern quadrant of Feagin Mill Road and S Houston Lake Road, having frontage on Feagin Mill Road, S Houston Lake Road, and Lochlyn Place, from the zoning of C-2[General Commercial District] to the zoning of R-4[Multi-Family Residential District]
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Happel Construction Co. – requests the rezoning of a portion of property, tracts B-1 & B-5, also known as tax parcel [0W1060 021000], totaling 31.6 acres, located in the Southeastern quadrant of Feagin Mill Road and S Houston Lake Road, having frontage on Feagin Mill Road, S Houston Lake Road, and Lochlyn Place, from the zoning of C-2[General Commercial District] to the zoning of R-4[Multi-Family Residential District]. The Planning and Zoning Commission approved this request and its recommendation forwarded to the Mayor and Council of the City of Warner Robins for final approval.

Motion:	Councilman Lashley moved for the approval of the resolution.
Second:	Councilman Curtis
Motion:	Councilman Lashley amended his prior motion and further moved to table this rezoning petition until a traffic study was complete and conceptual plans are presented to Mayor and Council.
Second:	Councilman Curtis
Outcome:	Councilmen Lee, Lauritsen, Lashley, Holmes and Curtis voted to table this rezoning petition. Councilman Bibb voted in opposition.

Action Item 9	Ordinance #25-20 – Annexation – NK Properties East, LLC /50.05 acre portion of property located at 700 Hwy 96
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Ordinance #25-20 of the Mayor and Council of the City of Warner Robins annexing all that property in the 10th Land District of Houston County, Georgia being in Land Lots 165, 188, and 197 consisting of 235.98 acres which is identified as Tract “A” on a plat prepared by Robert L. Story, Professional Land Surveyor, License Number 1853 and recorded of record with the Clerk of Superior Court of Houston County, Georgia in Plat Book 71, Page 162. (Parcel No. 000780 227000). (Full Legal Description in ordinance).

NK Properties East, LLC requests the annexation and rezoning of a 50.05 acre portion of property located at 700 Hwy 96 from the zoning of R-AG[Residential Agricultural District][County] to the zonings of R-2[Single Family Residential District][City], R-3[General Residential District][City], and R-4[Multi-Family Residential District][City].

This request passed with stipulations as listed below:

- That no street tie-in or access will be allowed from Shannon Ridge Drive into the rezoned property.
- No water service will be provided from Shannon Ridge Drive.
- Water Service will be accessed from the twenty-four inch water main at Houston Lake Road.
- The storm drainage associated with this property shall be mitigated so that storm drainage from the rezoned property will not flow onto the lots on Shannon Ridge.
- Any connections to the county water mains will be withheld unless these stipulations are met.

Motion:	Councilman Lee presented Ordinance #25-20, moved to waive the second reading of Ordinance #25-20 and moved for approval of Ordinance #25-20.
Second:	Councilman Bibb
Outcome:	Councilmen Lee, Bibb, Lauritsen, Lashley, Holmes and Curtis voted for approval.
Motion:	Councilman Lee moved to approve the zoning request of R – 2 [Single Family Residential District][City], R-3[General Residential District][City], and R-4 [Multi-Family Residential District][City].
Second:	Councilmen Bibb
Outcome:	Councilmen Lee, Bibb, Lauritsen, Lashley, Holmes and Curtis voted for approval.

Action Item 10	Rezoning Petition – Freda C. Wallentine, Carol C. Willis, Mary L. Carter, Barbara Carter / 470 S Houston Lake Road totaling 1.94 acres, from the zoning of C-1[Neighborhood Commercial District] to the zoning of C-2[General Commercial District]
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Freda C. Wallentine, Carol C. Willis, Mary L. Carter, Barbara Carter requests the rezoning of a portion of property located at 470 S Houston Lake Road totaling 1.94 acres from the zoning of C-1[Neighborhood Commercial District] to the zoning of C-2[General Commercial District].

Planning and Zoning approved this request (passed with two yes votes and one no vote) and was its recommendation was forwarded to Mayor and Council of the City of Warner Robins for final approval.

Motion:	Councilman Curtis moved to table this item until a traffic study is complete.
Second:	Councilman Lee
Outcome:	Councilmen Lee, Bibb, Lauritsen, Lashley, Holmes and Curtis voted to table this rezoning petition.

Action Item 11	Ordinance – City of Warner Robins Classification Plan
Mayor asked to have this item removed from the agenda	
Motion:	
Second:	
Outcome:	

Action Item 12	Resolution – Appointment to the Development Authority of Warner Robins (DAWR)	
Mayor and Council of the City of Warner Robins, acting pursuant to O.C.G.A. § 36-62-4, appoint the following individual to the Board of Directors of the Development Authority of the City of Warner Robins:		
Name	Effective Date of Appointment	Term to Expire
Tim Thomas	July 21, 2020	July 21, 2024
Motion:	Councilman Curtis moved for the approval of the resolution.	
Second:	Councilman Lee	
Outcome:	Councilmen Lee, Holmes and Curtis voted for approval. Councilmen Lauritsen, Bibb and Lashley voted in opposition.	

Action Item 13	Resolution – Appointments to the Development Authority of Warner Robins (DAWR)	
Mayor and Council of the City of Warner Robins, acting pursuant to O.C.G.A. § 36-62-4, appoint the following two (2) individuals to the Board of Directors of the Development Authority of the City of Warner Robins:		
Name	Effective Date of Appointment	Term to Expire
Mark Scarborough	July 21, 2020	July 21, 2024

Lauren Shultz	July 21, 2020	July 21, 2024
Motion:	Councilman Lashley motioned to table this resolution.	
Second:	Councilman Lauritsen	
Outcome:	Councilmen Lee, Lauritsen, Lashley, Holmes and Curtis voted in approval. Councilman Bibb voted in opposition.	

Action Item 14	Resolution – JAG Grant (WRPD)
<p>Mayor and Council hereby authorizes Mayor Randy Toms to apply for Justice Assistance Grant (JAG) funds and execute a joint agreement with The Board of Commissioners of Houston County and the Houston County Sheriff’s Office for JAG funds for FY 2020. The City of Warner Robins will serve as the applicant/fiscal agent and will be responsible for administration of the total award of \$35,636.</p>	
Motion:	Councilman Holmes moved for the approval of the resolution.
Second:	Councilman Lashley
Outcome:	Councilmen Lee, Bibb, Lauritsen, Lashley, Holmes and Curtis voted for approval.

Action Item 15	Motion – Appointments/Reappointments Planning and Zoning Board
<p>The following listed Board Members need replacement or reappointment:</p> <p>Planning & Zoning Board</p> <ol style="list-style-type: none"> 1. Eric Blazi (Expired term) 2. Arthur Head (Expired term) 3. Steve Minor (Resigned) 4. Jeff Rowland (Resigned) <p>Replacement or reappointment for these members is needed as soon as possible. Upon speaking with Eric Blazi and Arthur Head, both stated that they are willing to serve another term on the Board if considered for reappointment. It is also requested that Miranda Britt be appointed to the Board to replace Mr. Minor’s term ending on January 1, 2022. (Note: Planning & Zoning Board terms are for five years.)</p>	
Motion:	Councilman Lauritsen motioned for the approval of the appointments/reappointments.
Second:	Councilman Lee

Outcome:	Councilmen Lee, Bibb, Lauritsen, Lashley, Holmes and Curtis voted approve appointments.
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Closed Session: During the regular meeting, Mayor Toms requested a motion to enter into an executive session regarding personnel and potential litigation. Councilman Lauritsen moved for an executive session to discuss litigation and personnel. Councilman Lee seconded the motion. Councilmen Lee, Lauritsen, Lashley, Holmes and Curtis voted for approval. Councilman Bibb was in opposition of the motion. The regular Council meeting closed at 6:48 pm; the closed session ended at 7:03 pm. Mandy Stella, City Clerk is in possession of closed session minutes.

Adjournment: 6:48 p.m.

Next Regular Council Meeting: Monday, August 3, 2020

Mandy Stella
City Clerk

DRAFT

**CITY OF WARNER ROBINS
COUNTY OF HOUSTON
STATE OF GEORGIA**

R E S O L U T I O N

WHEREAS, the City of Warner Robins is owner of certain items of personal property more particularly described in Exhibit "A" attached hereto; and

WHEREAS, said items are no longer needed for public use or have become unusable for the purpose intended; and

WHEREAS, it is in the best interest of the City that said items be declared surplus; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Warner Robins that the value of each individual item on the said Exhibit "A" is less, than Five Hundred (\$500.00) Dollars.

BE IT FURTHER RESOLVED that said property be sold in accordance with the laws of the State of Georgia.

This 17th day of August 2020.

CITY OF WARNER ROBINS, GEORGIA

BY: _____

**RANDY TOMS
MAYOR**

ATTEST:

**MANDY STELLA
CITY CLERK**

Exhibit "A"

Glock Model 17 - 9mm - S/N: YLB943

DRAFT

**CITY OF WARNER ROBINS
STATE OF GEORGIA**

RESOLUTION

IN RE:

All that tract or parcel of land situate, lying and being in Land Lot 215, 5th Land District of Houston County, Georgia, being known and designated as Parcels A3, A4 & E according to a plat of survey of record in Plat Book 27, Page 240, Clerk's Office, Houston Superior Court.

Said property is commonly known as **0W017A 005000, Tabor Drive, Warner Robins, Georgia.**

WHEREAS, in accordance with the requirements of O.C.G.A. § 36-37-6(a), sealed bids for the purchase of said property were solicited, with the highest bid of Two Thousand and 00/100 (\$2,000.00) being submitted by JAY'S HOME CONSTRUCTION & GENERAL CONTRACTORS.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the City of Warner Robins find that the referenced real property is no longer needed by the City for public use, and it is in the best interest of the City that it be sold, and that the value of said property is more than \$500.

BE IT FURTHER RESOLVED that the Mayor and Council authorize the sale of said property to JAY'S HOME CONSTRUCTION & GENERAL CONTRACTORS for the purchase price of Two Thousand and 00/100 (\$2,000.00) and authorize Mayor Randy Toms and City Clerk Mandy Stella to execute all documents necessary to complete said transaction.

This 17th day of August, 2020.

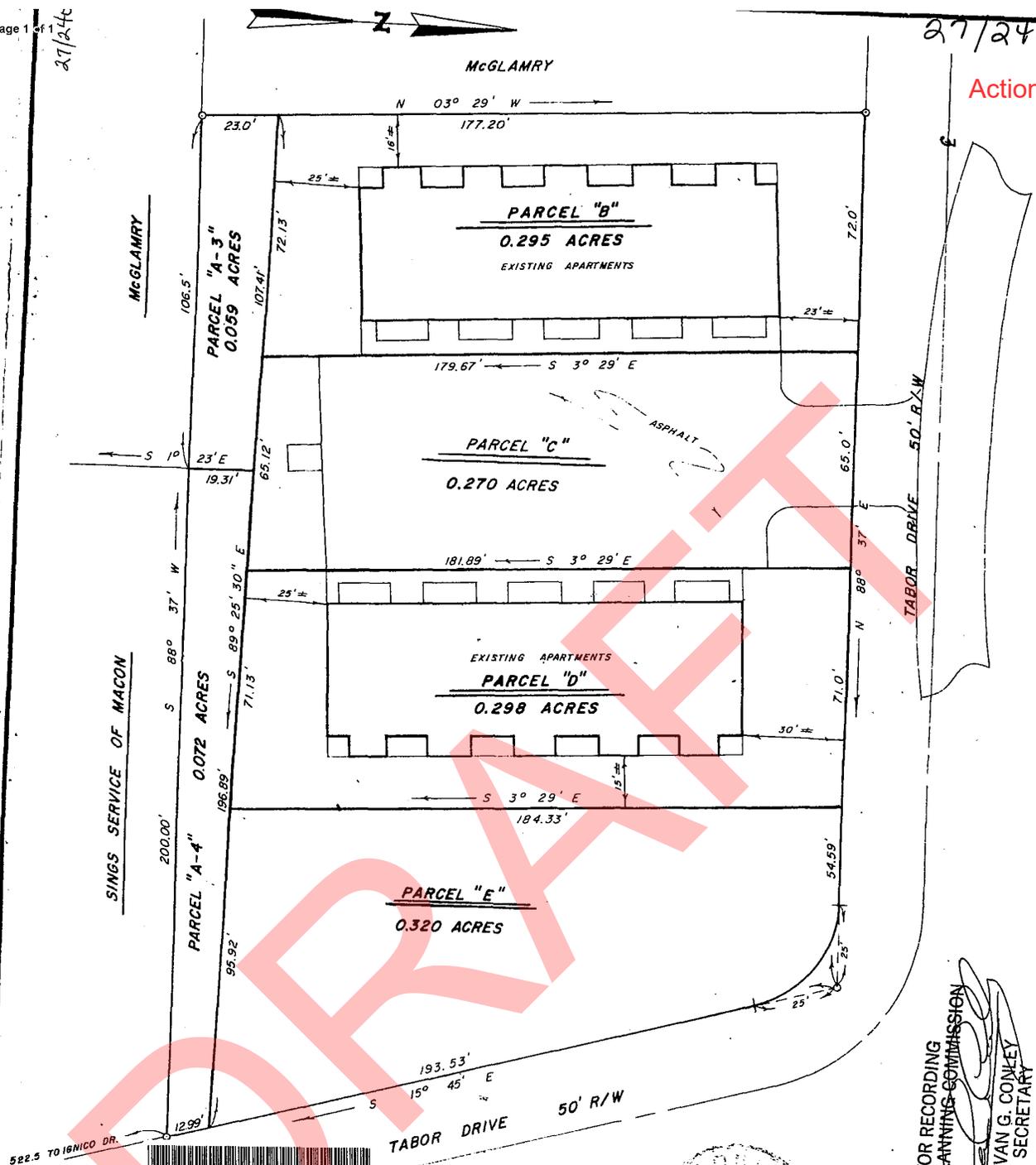
CITY OF WARNER ROBINS, GEORGIA

By: _____
Randy Toms, Mayor

Attest:

Mandy Stella, City Clerk

Action Item #4



Doc ID: 006823980001 Type: PLA
 Filed: 02/19/1985 at 12:37:00 PM
 Fee Amt: Page 1 of 1
 Houston, Ga. Clerk Superior Court
 Carolyn V. Sullivan Clerk
 BK 27 PG 240

FILED
 HOUSTON COUNTY
 1985 FEB 19 PM 12: 37

CLERK SUPERIOR COURT

REVISED: FEBRUARY 13, 1985 TO
 RESUBDIVIDE PARCELS "A-1" & "A-2"
 INTO PARCELS "B", "C", "D", & "E"

REVISED: SEPTEMBER 18, 1984 TO CREATE
 PARCELS A-1, A-2, A-3, & A-4 & TO
 SHOW LOCATION OF APARTMENTS.

APPROVED FOR RECORDING
 WARNER ROBINS PLANNING COMMISSION
 EVAN G. CONLEY
 SECRETARY
 DATE 2-13-85

MICROFILMED

SURVEY	
FOR	
COLIN TOMLINSON	
LAND LOT 215	FIFTH DISTRICT
WARNER ROBINS	HOUSTON COUNTY GEORGIA
JUNE 11, 1984	SCALE: 1" = 30'
STORY SURVEYING CO.	
1435-B WATSON BLVD	WARNER ROBINS, GA.

Summary

Parcel Number 0W017A 005000
Location Address TABOR DR
Legal Description PARCELS A-3, A-4 & E 0.451 ACRE 215/5TH
(Note: Not to be used on legal documents)
Class E1-Exempt
(Note: This is for tax purposes only. Not to be used for zoning.)
Zoning R4
Tax District Warner Robins (District 4)
Millage Rate 33.28
Acres 0.45
Homestead Exemption No (S0)
Landlot/District 215 / 5

[View Map](#)

Owner

[CITY OF WARNER ROBINS](#)
 202 N DAVIS DR PMB 718
 WARNER ROBINS, GA 31093

Land

Type	Description	Calculation Method	Square Footage	Frontage	Depth	Acres	Lots
Exempt	N DAVIS DR 15,000	Acres	19,602	0	0	0.45	1

Sales

Sale Date	Deed Book / Page	Plat Book / Page	Sale Price	Reason	Grantor	Grantee
10/29/1964	226 354		\$8,800	Court, government, or public utility	CAMERON & BAILEY	COWART ROY N

Valuation

	2020	2019	2018	2017	2016
Previous Value	\$6,700	\$6,700	\$6,700	\$6,700	\$6,700
Land Value	\$6,700	\$6,700	\$6,700	\$6,700	\$6,700
+ Improvement Value	\$0	\$0	\$0	\$0	\$0
+ Accessory Value	\$0	\$0	\$0	\$0	\$0
= Current Value	\$6,700	\$6,700	\$6,700	\$6,700	\$6,700

No data available for the following modules: Rural Land, Conservation Use Rural Land, Residential Improvement Information, Commercial Improvement Information, Mobile Homes, Accessory Information, Prebill Mobile Homes, Permits, Photos, Sketches.

The Houston County Assessor Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied are provided for the data herein, its use or interpretation.

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CITY OF WARNER ROBINS
STATE OF GEORGIA

RESOLUTION

WHEREAS, the following employees are recommended for promotion by their respective departments,

WHEREAS, the Mayor and City Council deem such recommendations beneficial,

NOW, THEREFORE, BE IT RESOLVED that these promotions be approved as follows:

-1-

Gary Chambers, promoted from Police Officer, Job Class #633, Grade 602, Police Department, to Detective, Job Class #630, Grade 603, Police Department, to be effective August 24, 2020.

-2-

John Richards III, promoted from Police Officer, Job Class #633, Grade 602, Police Department, to Detective, Job Class #630, Grade 603, Police Department, to be effective August 24, 2020.

-3-

This _____ day of _____, 2020

By: _____
Randy Toms, Mayor

ATTEST:

Mandy Stella, City Clerk

CITY OF WARNER ROBINS
GEORGIA'S INTERNATIONAL CITY - CHARTERED 1943
"A CITY OF CHARACTER"

MEMORANDUM

MAYOR
Randy Toms

TO: MANDY STELLA – CITY CLERK

MEMBERS OF COUNCIL

FROM: SHERRI WINDHAM – DIRECTOR, COMMUNITY DEVELOPMENT

Post 1
Daron Lee

DATE: AUGUST 12, 2020

Post 2
Charlie Bibb

SUBJECT: AGENDA FOR MAYOR AND COUNCIL MEETING

Post 3
Keith Lauritsen

Post 4
Kevin Lashley

Please place the following items on the agenda for the next Mayor and Council Meeting:

Post 5
Clifford Holmes, Jr.

Post 6
Larry Curtis, Jr.

The Planning & Zoning Board recommends approval the following applications as submitted.

CITY CLERK
Mandy Stella

1. **James West – 143 Williamstown Drive** – requests permission to operate a home inspection business as a home occupation.

CITY ATTORNEY
Julia Bowen Mize

2. **Natasha Cheatham – 730 Cornelia Drive** – requests permission to operate a cleaning service business as a home occupation.

OF COUNSEL
James E. Elliott, Jr.

3. **Sondra Long – 110 Monet Drive** – requests permission to operate a janitorial business as a home occupation.

4. **Mary Jackson – 306 Weston Drive** – requests permission to operate a child care business as a home occupation.

5. **Michelle Britt – Madison Place Parkway** – requests permission to operate a concrete delivery business as a home occupation.

6. **Christopher Minor – 2350 Houston Lake Road, Apt 304** – requests permission to operate a lawn care business as a home occupation.

7. **ANNEXATION/REZONING** – Victory Lane Auto Sales, Inc – requests the annexation and rezoning of 107 Napier Avenue, tax parcel [00073H 146000], totaling 0.64 acres, from the zoning of R-1[Single Family Residential District][County] to the zoning of C-2[General Commercial District][City]

NO. ____ - 20
CITY OF WARNER ROBINS
STATE OF GEORGIA

ORDINANCE

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF WARNER ROBINS, GEORGIA, ANNEXING A TRACT OR PARCEL OF LAND CONTIGUOUS TO THE EXISTING CORPORATE LIMITS OF THE CITY, AND FOR OTHER PURPOSES.

WHEREAS, a petition has been received from Victory Auto Lane Sales, Inc., to annex the property which is more particularly described as follows, to-wit:

All that tract or parcel of land situate, lying and being in Land Lot 139 of the Fifth (5th) Land District, Houston County, Georgia, being known and designated as Lots 27 and 28 in a portion of Dogwood Park Extension Subdivision, according to a plat of survey of said subdivision prepared by Rhodes Sewell, Surveyor, dated June 19, 1956, revised June 12, 1958, and being of record in Plat Book 5, Page 49, Clerk's Office, Houston Superior Court. Said plat and the recorded copy thereof are hereby made a part of this description by reference thereto for all purposes.

The property is located at 107 Napier Avenue, Warner Robins, Georgia.

WHEREAS, the said land of Victory Auto Lane Sales, Inc., may be annexed pursuant to the provisions of the Official Code of Georgia Annotated Section 36-36-20 et seq., said lands being contiguous to the existing corporate limits of the City of Warner Robins and the petitioner being the sole owners of said properties; and

WHEREAS, The City of Warner Robins, relative to its best interest, is desirous of annexing the above-described properties.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of Warner Robins, Georgia, and it is hereby ordained by authority of the same, that the petition from Victory Auto Lane Sales, Inc., on July 1, 2020, is adopted and approved and said properties are hereby incorporated into the City of Warner Robins, Georgia.

If any ordinance, or part thereof, of the City of Warner Robins is in conflict herewith, this ordinance shall have preference.

If any of the provisions of this ordinance are held invalid, such invalidity shall not affect any of the other provisions which can be given effect without the invalid provision, and, to this end, the provisions of this ordinance are declared to be severable.

The provisions of this ordinance were first read on August 17, 2020, adopted on _____, 2020 and shall become effective _____ 1, 2020.

This 17th day of August, 2020.

CITY OF WARNER ROBINS, GEORGIA

BY: _____
RANDY TOMS, MAYOR

ATTEST:

MANDY STELLA, CITY CLERK

APPLICATION

Property Owner(s) Name: Peter F. Lamendola Jr. Cellphone: 478-550-6653
Company Name (if applicable): Victory Lane Auto Sales Office Phone: 478-922-8870
Property Owner(s) Address: 2600 Watson Blvd Warner Robins, GA 31093

Applicant's Name: _____ Cellphone: _____
Company Name (if applicable): _____ Office Phone: _____
Applicant's Address: _____

Property Information

PROPERTY OWNER IS REQUESTING THE ANNEXATION/REZONING PURSUANT TO OCGA§ 36-36-21, OF:
ADDRESS/LOCATION: 107 Napier Avenue Warner Robins, GA 31093
Tract#: _____ Parcel#: 00073H 146000 Land Lot(s): 139 Land District#: 5
County: Houston Tax Parcel#: _____ Total Acres: .64
Survey Prepared by: Rhodes Sewell Dated 06-19-1954
Recorded in Plat Book#: 5 Page#: 49
Present Zoning: R1 Requested Zoning: C2

The property owner makes application in order to: (Describe in "detail" the reason for annex/rezone):
Add to existing property

Infrastructure Information:

Is water available to this site? Yes ___ No Jurisdiction: City of Centerville
Is sewer service available? Yes ___ No Jurisdiction: City of Warner Robins

Authorization:

Upon receipt of the completed application package, the Community Development Department shall notify the Owner/Applicant of scheduled date, times, and locations of the public meetings/hearings. The Owner/Applicant or a representative must be present to answer any questions that may be asked. In the event that an application is not complete, the case may be delayed or postponed at the discretion of the department.

This form is to be executed under oath. I, Peter F. Lamendola Jr., do solemnly swear and attest, subject to criminal penalties for false swearing, that the information provided in this Application for Public Hearing is true and correct and contains no misleading information.

This 8 day of October 2019.
Owner/Applicant Signature _____
Print Name Peter F. Lamendola Jr.

STAMP DATE RECEIVED:

STAFF REPORT

MEETING DATE: August 11, 2020

PETITIONER: Victory Lane Auto Sales, Inc

REPRESENTATIVE: Peter F. Lamendola

RE: Annexation and rezoning request for property located at 107 Napier Avenue, totaling 0.64 acres (Tax parcel # 00073H 146000)

PRESENT ZONING: R-1 [Single Family Residential District][County]

REQUESTED ZONING: C-2 [General Commercial District][City]

EXISTING DEVELOPMENT PATTERNS: The Existing Land Use Map classifies the property as Residential. According to the 2017 Joint Comprehensive Plan, the Character Area is classified as an In-Town Corridor. In-Town Corridors are primarily characterized as large swaths of strip development. The most prominent example of this is along Watson Boulevard through Warner Robins; however, parts of Georgia State Route 96, Russell Parkway, Houston Lake Road, U.S. Route 341, and Courtney Hodges Boulevard also follow this pattern. One of the most common results from this strip development is major traffic congestion. In addition, strip development also lacks much of the character seen in downtown areas. Rather, these in-town commercial strips could be transplanted to almost any town in America without the difference being noticeable.

SUGGESTED DEVELOPMENT PATTERNS:

- Homes, shops, small businesses, and institutions grouped in attractive mixed-use centers.
- Buildings in centers architecturally integrated with the site and with one another.
- Use of village centers in new developments to accommodate commercial and service needs.
- Accommodation of big box retail in a way to complement surrounding uses.
- Improvement of sidewalk and street appearance and amenities in commercial centers.
- Redevelopment of older strip commercial centers in lieu of new construction further down strip.
- Landscaped buffers between roadways and pedestrian walkways.
- Clustering high-density development at nodes along major corridors, separated by open space of attractive residential developments.
- Shared parking arrangements that reduce overall parking needs.
- Parking lots that incorporate on-site stormwater mitigation or retention features.
- Use of landscaped tree islands and medians to break up large expanses of paved parking.
- Revitalization of existing neighborhood commercial centers to serve as community focal points.

SUGGESTED LAND USE DESIGNATIONS:

- Commercial
- Mixed Use
- Public/Institutional

FUTURE LAND USE:

Future plans for the county recognize the difficulty in widespread conversion of land use along such corridors, so the in-town corridor character area may be around to stay in many locations throughout Houston County. However, improvements to aid walkability and bikeability throughout these corridors can be used to alleviate some traffic concerns. Further, as new development continues along these corridors, local governments may opt to consider design guidelines that can reinforce the human scale of development within commercial areas. Finally, while many pressures of development keep driving new strip growth further away from the town centers, it may also be beneficial for the local governments to incentivize the redevelopment of older strip areas in lieu of continued expansion.

STAFF INFORMATION:

The petitioned property is physically located on the Northwestern quadrant of Watson Boulevard and Napier Avenue, only having frontage on Napier Avenue. The property to the North falls in the County's Jurisdiction, and is developed as a single family residential subdivision known as Dogwood Park Extension. To the South of the petitioned property is Victory Lane Auto Sales, owned by the petitioner, and is zoned C-2 in the City's Jurisdiction. To the East is property zoned C-2 and R-1, and consists of both single family homes within the Dogwood Park Extension subdivision in the County's jurisdiction, as well as commercial property zoned C-2 in both the City and County's jurisdiction. The property to the West is zoned C-2 in the City is developed as a Home Depot and has various storefronts within a strip shopping center attached to the big box store.

The applicant is requesting annexation and rezoning for the subject property to be used in conjunction with the existing site for Victory Lane Auto Sales at 2600 Watson Boulevard (adjacent to the South), with specific intent to remove the structure located at 2600 Watson Boulevard and construct a new facility at 107 Napier Avenue. The requested rezoning is compatible with the city's Future Land Use element of the Joint Comprehensive plan for the designated In-Town Corridor character area.

In conclusion, the proposed annexation and rezoning request with the C-2 zoning is consistent with the Joint Comprehensive Plan for development and the City's Zoning Ordinance and allows the commercial use as automobile sales which meets the requirements adopted by City Council under Article VII: *Use Requirements by Districts*; §72.2.3(10)(c) C-2 General Commercial District

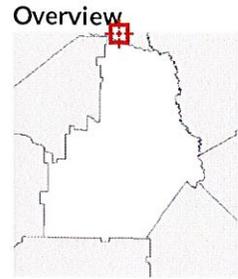
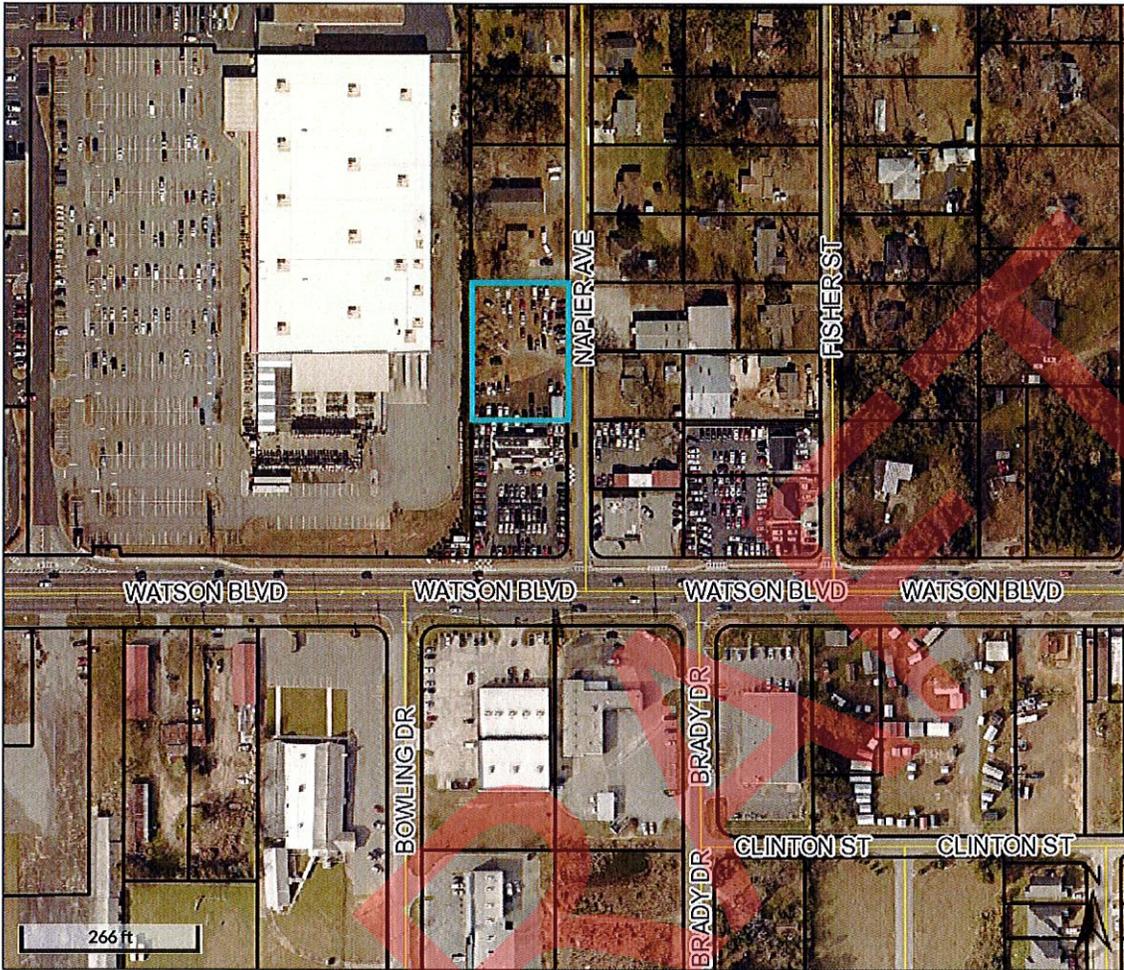
permitted uses. Therefore, staff recommends that consideration be made to approve the request to rezone said property at the zoning of C-2.

Information obtained from the following:

2017 Joint Comprehensive Plan Update, pages #28, #29, #30
2017 Zoning Ordinance – Appendix C, pages #36 - #37

NOTE: Please see attached: Property Information

DRAFT



Legend
 □ Parcels
 — Roads

Parcel ID	00073H 146000	Owner	VICTORY LANE AUTO SALES INC	Last 2 Sales			
Class Code	Residential		2600 WATSON BLVD	Date	Price	Reason	Qual
Taxing District	County		WARNER ROBINS GA 31093	9/24/2015	10	U	
	County	Physical Address	107 NAPIER AVE	9/24/2015	07	U	
Acres	0.64	Assessed Value	Value \$53300				
		Land Value	Value \$14800				
		Improvement Value	Value \$34100				
		Accessory Value	Value \$4400				

(Note: Not to be used on legal documents)

Date created: 7/8/2020
 Last Data Uploaded: 7/8/2020 6:02:24 AM

Developed by  Schneider
 GEOSPATIAL

2018 ADJUSTMENTS
JULY 1, 2018 THROUGH JUNE 30, 2019

ACCOUNT	NAME	YEAR	PARCEL ID #	AMOUNT	REMARK	SOURCE
957	ARNOLD ROY ANGELO ESTATE IN REM	2018	W74 174	-\$333.33	BOA - 12 MONTHS SUPPORT	D
1977	BERTOVICH VERA M	2018	W73 085	-\$391.62	BOA - 12 MONTHS SUPPORT	D
22974	SMITH RONNIE L	2018	W09 E014	-\$32.34	BOA - 12 MONTHS SUPPORT	D
102427	BOWMAN BLANCA DBA B'S DANCE APPAREL	2018	O0040829	\$34.28	BOA - ADJUSTED VALUE	D
150038	FLINT EMC	2018	PW61 006B	-\$6,628.44	BOA - ADJUSTED VALUE	D
12911	JAG VENTURES INC	2018	W66 241	-\$310.66	BOA - ADJUSTED VALUE	D
102157	LABCORP CORPORATION OF AMERICA	2018	O0025033	\$41.82	BOA - ADJUSTED VALUE	D
102585	MNGH LLC	2018	O0040559	-\$23.89	BOA - ADJUSTED VALUE	D
150120	RUSSELL PLAZA LLC	2018	PW60 032A	-\$290.74	BOA - ADJUSTED VALUE	D
23146	SOUTHERN CONSULTING SERVICES LLC	2018	W97A 049	-\$3.99	BOA - ADJUSTED VALUE	D
103946	VITALITY FOODSERVICE INC	2018	P42528	-\$2.14	BOA - ADJUSTED VALUE	D
100252	AT&T MOBILITY LLC	2018	O0031081	-\$115.68	BOA - APPEALED VALUE	D
100253	AT&T MOBILITY LLC	2018	O0039673	-\$49.91	BOA - APPEALED VALUE	D
100254	AT&T MOBILITY LLC	2018	O0039684	-\$15.10	BOA - APPEALED VALUE	D
100255	AT&T MOBILITY LLC	2018	O0040687	-\$28.41	BOA - APPEALED VALUE	D
100256	AT&T MOBILITY LLC	2018	O0040689	-\$8.82	BOA - APPEALED VALUE	D
2837	BARTON NANCY W	2018	W72AC040	-\$51.10	BOA - APPEALED VALUE	D
100613	CASCADE CORPORATION	2018	O0000874	-\$13.94	BOA - APPEALED VALUE	D
100713	CIT FINANCE LLC	2018	O0035982	-\$231.09	BOA - APPEALED VALUE	D
100830	COX COMMUNICATIONS GEORGIA LLC	2018	O0000938	\$3,616.64	BOA - APPEALED VALUE	D
9000	GANNON RICHARD J	2018	W78D 058	-\$205.99	BOA - APPEALED VALUE	D
9001	GANNON RICHARD J	2018	W78D 121	-\$211.98	BOA - APPEALED VALUE	D
9176	GAY CECIL B REVOCABLE TRUST	2018	W87 066	-\$237.13	BOA - APPEALED VALUE	D
101422	GEORGIA CVS PHARMACY LLC	2018	O0026863	-\$1,051.35	BOA - APPEALED VALUE	D
101423	GEORGIA CVS PHARMACY LLC	2018	O0031168	-\$843.98	BOA - APPEALED VALUE	D
12197	HOWELL CECIL TODD	2018	W25 A011	-\$29.14	BOA - APPEALED VALUE	D
102095	KINDERNAY ROBBY	2018	O0041260	-\$74.81	BOA - APPEALED VALUE	D
102341	MAILFINANCE INC	2018	O0025458	-\$0.27	BOA - APPEALED VALUE	D
16682	MCINTOSH MARK A SR & TARVA A	2018	W137 078	-\$809.18	BOA - APPEALED VALUE	D
17052	MH NORTHGATE HOLDINGS LLC	2018	W16 E039	-\$54.29	BOA - APPEALED VALUE	D
17054	MH NORTHGATE HOLDINGS LLC	2018	W16 E039B	-\$256.68	BOA - APPEALED VALUE	D
17055	MH NORTHGATE HOLDINGS LLC	2018	W16 E039D	-\$53.09	BOA - APPEALED VALUE	D

17056	MH NORTHGATE HOLDINGS LLC	2018	W16 E039E	-\$13.57	BOA - APPEALED VALUE	D
17058	MH NORTHGATE HOLDINGS LLC	2018	W16 E039G	-\$15.41	BOA - APPEALED VALUE	D
17059	MH NORTHGATE HOLDINGS LLC	2018	W16 E039H	-\$77.45	BOA - APPEALED VALUE	D
17060	MH NORTHGATE HOLDINGS LLC	2018	W16 E039L	-\$35.93	BOA - APPEALED VALUE	D
17061	MH NORTHGATE HOLDINGS LLC	2018	W16 E039R	-\$53.89	BOA - APPEALED VALUE	D
102730	NORTHROP GRUMMAN SYSTEMS CORP	2018	O0001407	-\$9,451.16	BOA - APPEALED VALUE	D
102731	NORTHROP GRUMMAN SYSTEMS CORP	2018	O0001731	-\$31.54	BOA - APPEALED VALUE	D
23982	SWETA INVESTMENT GROUP LLC	2018	W79C 053	-\$5,473.60	BOA - APPEALED VALUE	D
24075	TALTON WILLIE L	2018	W07 C015B	-\$3.47	BOA - APPEALED VALUE	D
24104	TARGET CORPORATION	2018	W78D 107	-\$437.52	BOA - APPEALED VALUE	D
103975	WAL-MART STORES EAST	2018	O0027354	-\$118.71	BOA - APPEALED VALUE	D
103976	WAL-MART STORES EAST	2018	O0000472	-\$70.82	BOA - APPEALED VALUE	D
103993	WAL-MART STORES EAST	2018	O0040420	-\$71.52	BOA - APPEALED VALUE	D
103994	WAL-MART STORES EAST	2018	O0040509	-\$241.00	BOA - APPEALED VALUE	D
101773	HOTTIES INC	2018	O0036258	-\$51.20	BOA - BUSINESS CLOSED	D
100113	AL-RAHA GROUP FOR TECHNICAL SERV	2018	O0034085	-\$56.94	BOA - BUSINESS UNABLE TO LOCATE	D
170042	GLOBAL TECHNOLOGY & MANAGEMENT	2018	O0041828	50.68	BOA - COMMERCIAL PERSONAL TAX	D
150159	JJ TERIYAKI LLC	2018	O0042624	\$92.65	BOA - COMMERCIAL PERSONAL TAX	D
170043	MATIPLY CHARLES ROBERT	2018	O0042466	100.14	BOA - COMMERCIAL PERSONAL TAX	D
170044	NOBLES ESI LLC	2018	O0042616	2705.91	BOA - COMMERCIAL PERSONAL TAX	D
170041	SOUTHERN LIGHT LLC	2018	O0042620	94.57	BOA - COMMERCIAL PERSONAL TAX	D
150158	SPECTRANETICS CORP	2018	O0042621	\$146.93	BOA - COMMERCIAL PERSONAL TAX	D
102370	MARLIN LEASING	2018	O0013293	-\$14.14	BOA - CORRECTED DATA ENTERY	D
103894	USSERY CHARLES SR	2018	O0029817	-\$86.71	BOA - CORRECTED DATA ENTERY	D
15358	LOGAN GREGORY B	2018	W157 021	-\$61.47	BOA - CORRECTED SQUARE FOOTAGE	D
18397	NWE 18 LLC	2018	W66 220	-\$154.81	BOA - ERROR SUBDIVIDING	D
103008	PUTMAN ALFREDA DBA WHAT DID GOD	2018	O0042017	-\$30.34	BOA - EXEMPT	D
103499	SOUTHWEST GEROGIA HEALTHCARE INC	2018	O0041490	-\$119.77	BOA - EXEMPT	D
25722	WACHOVIA BANK	2018	W84 C014A	-\$47.90	BOA - EXEMPT PROPERTY	D
26096	WARNER ROBINS FIRST ASSEMBLY	2018	W97 322	-\$2,676.64	BOA - EXEMPT PROPERTY	D
102266	LOCKHEED MARTIN	2018	O0034914	-\$36,466.92	BOA - FREEPORT EXEMPTION	D
100228	ARNOLD JACK	2018	O0042106	\$42.63	BOA - MARINE PERSONAL PROPERTY	D
101628	HARLESS KEVIN G	2018	O0039330	\$79.16	BOA - MARINE PERSONAL PROPERTY	D
102132	KOEPP JARED N	2018	O0036872	\$67.94	BOA - MARINE PERSONAL PROPERTY	D
102159	LACKEY STEPHEN SR W	2018	O0029774	\$106.39	BOA - MARINE PERSONAL PROPERTY	D
102620	MORGAN MICAH	2018	O0042297	\$73.93	BOA - MARINE PERSONAL PROPERTY	D
103217	ROSS MICHAEL A	2018	O0039860	\$46.35	BOA - MARINE PERSONAL PROPERTY	D
103567	STEWART RICHARD A	2018	O0040001	\$73.10	BOA - MARINE PERSONAL PROPERTY	D

103756	THOMPSON JANET LEE	2018	O0033793	\$36.99	BOA - MARINE PERSONAL PROPERTY	D
104175	WINN TIMOTHY E	2018	O0038052	\$52.65	BOA - MARINE PERSONAL PROPERTY	D
104216	YEATES BRANDON	2018	O0034749	\$50.58	BOA - MARINE PERSONAL PROPERTY	D
104085	WEPA INC	2018	O0035996	-\$35.78	BOA - MOVED OUTSIDE THE CITY	D
101390	GARCIA RAYMILIA	2018	O0038486	\$56.80	BOA - PERSONAL PROPERTY	D
6563	DAVIS THOMAS D	2018	W28 L021	-\$71.46	BOA - PROPERTY CONDEMNED	D
1041	AT&T COMMUNICATIONS	2018	PUATTCOMMU	\$4.43	BOA - PUBLIC UTILITY GEORGIA DEPT OF REVENUE	D
1824	BELLSOUTH TELECOM/AT&T GEORGIA	2018	PUBEL SOUTH	-\$8,359.03	BOA - PUBLIC UTILITY GEORGIA DEPT OF REVENUE	D
2108	BIRCH COMMUNICATIONS	2018	PUBIRCHCOM	\$14.67	BOA - PUBLIC UTILITY GEORGIA DEPT OF REVENUE	D
150160	CINCINNATI BELL	2018	PUCINCINNA	\$5.94	BOA - PUBLIC UTILITY GEORGIA DEPT OF REVENUE	D
5803	COX GEORGIA TELECOM LLC	2018	PUCOXGEORG	-\$78.11	BOA - PUBLIC UTILITY GEORGIA DEPT OF REVENUE	D
8423	FLINT EMC	2018	PUFLINTEMC0	\$4,323.87	BOA - PUBLIC UTILITY GEORGIA DEPT OF REVENUE	D
9248	GEORGIA POWER COMPANY	2018	PUGEOPOWER	\$2,126.99	BOA - PUBLIC UTILITY GEORGIA DEPT OF REVENUE	D
150045	GEORGIA POWER COMPANY	2018	PWPU01	\$55.60	BOA - PUBLIC UTILITY GEORGIA DEPT OF REVENUE	D
9254	GEORGIA TRANSMISSION CORP	2018	PUGEOTRANS	\$6,036.51	BOA - PUBLIC UTILITY GEORGIA DEPT OF REVENUE	D
150046	GEORGIA TRANSMISSION CORP	2018	PWPU01	-\$665.56	BOA - PUBLIC UTILITY GEORGIA DEPT OF REVENUE	D
16675	MCI COMMUNICATIONS SERVICES	2018	PUMCICOMMU	\$0.68	BOA - PUBLIC UTILITY GEORGIA DEPT OF REVENUE	D
16676	MCI METRO ACCESS TRANS SERV LLC	2018	PUMCIMETRO	\$2.31	BOA - PUBLIC UTILITY GEORGIA DEPT OF REVENUE	D
18325	NORFOLK SOUTHERN CORP	2018	PUNORSOUTH	-\$490.74	BOA - PUBLIC UTILITY GEORGIA DEPT OF REVENUE	D
150091	NOTNORTH LLLP	2018	PWPU01	-\$169.83	BOA - PUBLIC UTILITY GEORGIA DEPT OF REVENUE	D
27329	WINDSTREAM GEORGIA LLC	2018	PUWINDGEOR	-\$31.81	BOA - PUBLIC UTILITY GEORGIA DEPT OF REVENUE	D
101335	FRANK'S GOLF CART CENTER LLC	2018	O0022489	-\$83.61	BOA - REMOVED INVENTORY	D
17686	MORTENSENT JULIET	2018	W120 011	-\$3.99	BOA - RETENTION POND	D
7938	EXCHANGERIGHT NET	2018	W78D 001	-\$221.16	BOA - VALUE SET BY APPEAL	D
437	ALEXANDER JAMES & ROSE M	2018	W73A 004	-\$414.37	BOA - VETERANS EXEMPTION	D
517	ALLEN WILLIAM B & TAMMY B	2018	W134 022	-\$809.18	BOA - VETERANS EXEMPTION	D
522	ALLGOOD ANTHONY E & LAURA J	2018	W99 375	-\$429.54	BOA - VETERANS EXEMPTION	D
1006	ASHLEY ROBERT	2018	W137 091	-\$809.18	BOA - VETERANS EXEMPTION	D
1310	BANKS LEONARD C III	2018	W61AB018	-\$419.56	BOA - VETERANS EXEMPTION	D
1322	BAPTISTE CLAUDE J & ANN JEANETTE	2018	W150 176	-\$809.18	BOA - VETERANS EXEMPTION	D
1475	BARRS HEATHER R & ROBERT D	2018	W74 099	-\$258.68	BOA - VETERANS EXEMPTION	D
2969	BROOMFIELD JOHNNY & VICKIE V	2018	W157 028	-\$809.18	BOA - VETERANS EXEMPTION	D
3312	BRYANT JOHNNY T	2018	W118 A016	-\$793.61	BOA - VETERANS EXEMPTION	D
3778	CAIN WILSON	2018	W72 130	-\$355.29	BOA - VETERANS EXEMPTION	D
4033	CARLISLE FERNANDO A & KIMBERLY S	2018	W141 078	-\$809.18	BOA - VETERANS EXEMPTION	D
4056	CARODINE NIROBII A SR	2018	W145 072	-\$809.18	BOA - VETERANS EXEMPTION	D
4089	CARR YOU MANA D	2018	W125 080	-\$809.18	BOA - VETERANS EXEMPTION	D
4320	CEASAR JAIME T	2018	W135 062	-\$780.84	BOA - VETERANS EXEMPTION	D

5148	CLEMONS MICAH EL W & JASMIN L	2018	W75A 001	-\$297.40	BOA - VETERANS EXEMPTION	D
5537	CONNER VICTOR K JR	2018	W137 118	-\$809.18	BOA - VETERANS EXEMPTION	D
6501	DAVIS KEITH A	2018	W148 079	-\$809.18	BOA - VETERANS EXEMPTION	D
7225	DOYLE PERRY E & LINDA J	2018	W113 029	-\$728.14	BOA - VETERANS EXEMPTION	D
7419	DURHAM THADIS MAURICE	2018	W75B 006	-\$540.12	BOA - VETERANS EXEMPTION	D
75807	ESPADA FELIX LUIS JR	2018	W60 A006	-\$370.86	BOA - VETERANS EXEMPTION	D
8723	FRANKLIN ELIJAH J	2018	W148 069	-\$809.18	BOA - VETERANS EXEMPTION	D
9179	GAY KERRY B	2018	W95 244	-\$382.83	BOA - VETERANS EXEMPTION	D
9241	GEORGIA GORDON STEVEN	2018	W94 120	-\$636.32	BOA - VETERANS EXEMPTION	D
9875	GREEN JIMMY LEE	2018	W19C 035	-\$494.61	BOA - VETERANS EXEMPTION	D
10481	HANSELL XAVIER K	2018	W44E 026	-\$473.05	BOA - VETERANS EXEMPTION	D
10966	HAYWOOD HELEN J	2018	W44C 088	-\$417.96	BOA - VETERANS EXEMPTION	D
11170	HENSON DEMPSEY HALL	2018	W138 149	-\$586.42	BOA - VETERANS EXEMPTION	D
11230	HERRINGTON BRUCE JR	2018	W142 023	-\$809.18	BOA - VETERANS EXEMPTION	D
11746	HOLSTON MICHAEL & APRIL K	2018	W135 087	-\$787.62	BOA - VETERANS EXEMPTION	D
12450	HUNTER RAY E ESTATE IN REM	2018	W73 156	-\$457.48	BOA - VETERANS EXEMPTION	D
12813	JACKSON JUDY L	2018	W113 034	-\$809.18	BOA - VETERANS EXEMPTION	D
12936	JAMES KENYA N	2018	W97B 170	-\$399.60	BOA - VETERANS EXEMPTION	D
13228	JOHNSON HORACE	2018	W142 020	-\$809.18	BOA - VETERANS EXEMPTION	D
13305	JOHNSON PHIL LEE & JOYCE G	2018	W125 003	-\$809.18	BOA - VETERANS EXEMPTION	D
13436	JONES DAVID D	2018	W98 109	-\$396.41	BOA - VETERANS EXEMPTION	D
13861	KELLY MURRAY L	2018	W78H 054	-\$465.87	BOA - VETERANS EXEMPTION	D
15099	LEWIS MILTON JR	2018	W73A 148	-\$381.64	BOA - VETERANS EXEMPTION	D
15986	MARSHALL BRIAN D	2018	W139 076	-\$796.00	BOA - VETERANS EXEMPTION	D
15997	MARSHALL TRAVIS L & ASHLIE N	2018	W142 042	-\$797.60	BOA - VETERANS EXEMPTION	D
16291	MAYER SARAH J	2018	W61B 019	-\$468.26	BOA - VETERANS EXEMPTION	D
16454	MCCOY LOUIS JR	2018	W95A 039	-\$329.74	BOA - VETERANS EXEMPTION	D
16484	MCCREA KATHRYN D & DOZIER	2018	W35 F011	-\$344.91	BOA - VETERANS EXEMPTION	D
16497	MCCULLOUGH MACK L	2018	W125 088	-\$809.17	BOA - VETERANS EXEMPTION	D
17342	MITCHELL NICOLE	2018	W73 129	-\$152.10	BOA - VETERANS EXEMPTION	D
17993	NEAL JERRY	2018	W150 160	-\$809.18	BOA - VETERANS EXEMPTION	D
18321	NOLTON DIANE	2018	W95 305	-\$388.82	BOA - VETERANS EXEMPTION	D
19071	PATTERSON RODNEY TREMAINE	2018	W108 064	-\$590.82	BOA - VETERANS EXEMPTION	D
19981	PUGH SHAUNTEL	2018	W38 L021	-\$280.24	BOA - VETERANS EXEMPTION	D
21179	ROGERS ED FRANK JR	2018	W66B 286	-\$102.99	BOA - VETERANS EXEMPTION	D
21313	ROSS ERIC L & OLIVIA ALEXANDRIA	2018	W141 022	-\$615.97	BOA - VETERANS EXEMPTION	D
21575	SALATA EUGENE R	2018	W95 090	-\$524.95	BOA - VETERANS EXEMPTION	D
21714	SAPP ANTHONY DELANO JR	2018	W44E 006	-\$498.60	BOA - VETERANS EXEMPTION	D

22527	SIMS GARY	2018	W150 138	-\$809.18	BOA - VETERANS EXEMPTION	D
22971	SMITH RODNEY P & CARRIE B	2018	W80 045	-\$489.42	BOA - VETERANS EXEMPTION	D
23916	SUSKAY JEFFREY A SR & JANET	2018	W52 J005	-\$633.53	BOA - VETERANS EXEMPTION	D
24343	TERRY MARTINEZ & ARLENE	2018	W142 025	-\$809.18	BOA - VETERANS EXEMPTION	D
24624	THOMPSON BRUCE A & ANGELA B	2018	W148 124	-\$809.18	BOA - VETERANS EXEMPTION	D
24662	THOMPSON JOSEPH A L & CHANDRA A	2018	W78K 074	-\$641.12	BOA - VETERANS EXEMPTION	D
25135	TUCKER BILLY R & MARILYN E	2018	W153 057	-\$809.18	BOA - VETERANS EXEMPTION	D
25155	TUCKER TRACEY L	2018	W95A 054	-\$398.40	BOA - VETERANS EXEMPTION	D
25221	TURNER RAHSAAN	2018	W78L 028	-\$809.18	BOA - VETERANS EXEMPTION	D
25508	VARNER CHARLES F SR	2018	W72 064	-\$317.36	BOA - VETERANS EXEMPTION	D
25836	WALKER JASON R & MELEIA	2018	W99A 076	-\$567.26	BOA - VETERANS EXEMPTION	D
25982	WALLS COURTNEY R & TODD A	2018	W137 001	-\$809.18	BOA - VETERANS EXEMPTION	D
26936	WILLIAMS JAMES E SR & JANET F	2018	W94 137	-\$630.34	BOA - VETERANS EXEMPTION	D
27009	WILLIAMS MICHAEL K	2018	W33AA029	-\$200.00	BOA - VETERANS EXEMPTION	D
27015	WILLIAMS OCTAVIA	2018	W78H 183	-\$598.00	BOA - VETERANS EXEMPTION	D
27405	WOEHST STEPHEN G	2018	W55 E020	-\$360.88	BOA - VETERANS EXEMPTION	D
14626	CITY OF WARNER ROBINS	2018	W143 007	-\$2.90	CITY PURCHASED	D
14627	CITY OF WARNER ROBINS	2018	W143 008	-\$2.90	CITY PURCHASED	D
14628	CITY OF WARNER ROBINS	2018	W143 009	-\$2.90	CITY PURCHASED	D
14629	CITY OF WARNER ROBINS	2018	W143 010	-\$2.90	CITY PURCHASED	D
14630	CITY OF WARNER ROBINS	2018	W143 011	-\$2.90	CITY PURCHASED	D
14631	CITY OF WARNER ROBINS	2018	W143 012	-\$2.90	CITY PURCHASED	D
14632	CITY OF WARNER ROBINS	2018	W143 013	-\$2.90	CITY PURCHASED	D
14633	CITY OF WARNER ROBINS	2018	W143 014	-\$2.90	CITY PURCHASED	D
14634	CITY OF WARNER ROBINS	2018	W143 015	-\$2.90	CITY PURCHASED	D
14635	CITY OF WARNER ROBINS	2018	W143 016	-\$2.90	CITY PURCHASED	D
14636	CITY OF WARNER ROBINS	2018	W143 017	-\$2.90	CITY PURCHASED	D
102902	PETERSON CHARLIE	2018	O0019617	-\$50.90	NOT ON DIGEST	D
103215	ROSS DAVID H	2018	O0042242	\$46.55	NOT ON DIGEST	D
103525	SPROUSE BRANDON J	2018	O0042316	\$30.74	NOT ON DIGEST	D
103580	STRIBBLING CHARLES F	2018	O0042355	\$36.29	NOT ON DIGEST	D
170012	EAGLE WEST LLC	2018	P6275	-\$556.50	PEACH - ADJUSTED VALUE	D
150037	FLINT EMC	2018	PW60 046	-\$5,660.80	PEACH - NON OPERATING UTILITY	D
15770	MADDOX CLINTON L & BARBARA	2018	W37 F015	\$230.34	REMOVED SENIOR HOMESTEAD EXEMPTION	D
2729	BRANTLEY LUTHER E JR & VIRGINIA J	2018	W70 A062	-\$239.52	SENIOR HOMESTEAD EXEMPTION	D
2734	BRANTLEY PHILLIP H & SANDRA S	2018	W83 C005	-\$239.52	SENIOR HOMESTEAD EXEMPTION	D
5251	COFFEY SALLY L	2018	W35 C003	-\$160.08	SENIOR HOMESTEAD EXEMPTION	D
7672	ELDER WENDELLS S & RENATED G	2018	W115 012	-\$239.52	SENIOR HOMESTEAD EXEMPTION	D

11698	HOLLOWAY ERICK J	2018	W108 204	-\$638.72	SENIOR HOMESTEAD EXEMPTION	D
13463	JONES GARY W	2018	W55 B001	-\$234.09	SENIOR HOMESTEAD EXEMPTION	D
14977	LEON JOSEFINA R	2018	W83D 051	-\$239.52	SENIOR HOMESTEAD EXEMPTION	D
15546	LUBNIEWSKI BARBARA B	2018	W57 G028	-\$239.52	SENIOR HOMESTEAD EXEMPTION	D
16994	MEREDITH FORREST L & MEREDITH LOIS	2018	W50 D006	-\$239.52	SENIOR HOMESTEAD EXEMPTION	D
17390	MOBLEY JOHN D JR	2018	W66B 105	-\$239.52	SENIOR HOMESTEAD EXEMPTION	D
18435	O'NEAL PATRICA R & IVEY C	2018	W83 G003	-\$239.52	SENIOR HOMESTEAD EXEMPTION	D
22410	SIERAK SHIRLEY J	2018	W66B 062	-\$239.52	SENIOR HOMESTEAD EXEMPTION	D
26582	WESTPHAL STANLEY P & BARBARA J	2018	W35 A028	-\$239.52	SENIOR HOMESTEAD EXEMPTION	D
100001	10 CENT TITLE PAWN INC	2018	O0033117	-\$0.94	UNDER \$5.00 TOO SMALL TO COLLECT	D
12332	HUGHES LORENE	2018	W40 E021A	-\$2.63	UNDER \$5.00 TOO SMALL TO COLLECT	D
103654	TAB ENTERPRISES INC	2018	O0026805	-\$0.40	UNDER \$5.00 TOO SMALL TO COLLECT	D
12037	WALLACE KINARA	2018	W28 H019	\$322.75		D
100465	BRANTLEY DAVID	2018	O0042141	\$89.54	BOA - MARINE PERSONAL PROPERTY	NOD
101005	DILL ROCKY K	2018	O0029551	\$58.64	BOA - MARINE PERSONAL PROPERTY	NOD
150161	WALKER DONALD S ESTATE	2018	W47 D022	\$187.62	BOA - PROPERTY	NOD
101554	GRYPP JUSTIN	2018	O0042273	\$35.85	NOT ON DIGEST	NOD
101566	GUINN MICHAEL B	2018	O0042211	\$44.91	NOT ON DIGEST	NOD
101583	HADDOCK MICHAEL A	2018	O0019556	\$32.18	NOT ON DIGEST	NOD
102470	MCLEOD JEFFREY F	2018	O0042165	\$62.59	NOT ON DIGEST	NOD

TOTAL ADJUSTMENTS FOR 2018: -\$106,643.10

2056	BIRCH COMMUNICATIONS INC	2017	PUBIRCHCOM	\$17.32	BOA - APPEAL	D
23822	SWETA INVESTMENT GROUP LLC	2017	W79C 053	-\$5,477.65	BOA - APPEALED VALUE	D
25585	WACHOVIA BANK	2017	W84 C014A	-\$47.92	BOA - EXEMPT	D
23960	TALTON WILLIE L	2017	W07 C015B	-\$3.47	BOA - LOT NOT BUILDABLE	D
101113	ECHOLS JEFFREY	2017	O0033447	-\$32.23	BOA - MOVED BUSINESS	D
101496	GRAY DARON	2017	O0039919	-\$30.19	BOA - MOVED BUSINESS	D
103432	SPENCER BRADFORD RHODES	2017	O0039980	-\$85.45	BOA - MOVED BUSINESS	D
103916	WALLACE RICHARD J	2017	O0034871	-\$77.55	BOA - MOVED BUSINESS	D
100170	AMERICAN GALLERY	2017	O0032512	-\$680.13	BOA - OUT OF BUSINESS	D
100194	ANESTHESIA & PAIN MANAGEMENT ASSOC	2017	O0025572	-\$1,163.52	BOA - OUT OF BUSINESS	D
100237	ASIAN HOUSE RESTAURANT INC	2017	O0040343	-\$187.81	BOA - OUT OF BUSINESS	D
100361	BELLA BRONZE TANNING CO LLC	2017	O0012426	-\$201.41	BOA - OUT OF BUSINESS	D
100283	BIT BBQ LLC	2017	O0038838	-\$46.78	BOA - OUT OF BUSINESS	D
100416	BLOCK ASHLEY	2017	O0036774	-\$33.02	BOA - OUT OF BUSINESS	D
100652	CENTRAL GEORGIA INVESTMENTS LLC	2017	O0034924	-\$79.42	BOA - OUT OF BUSINESS	D
100673	CHASE AARON S	2017	O0038918	-\$247.28	BOA - OUT OF BUSINESS	D

101041	DOMINGUE DAVE	2017	O0035703	-\$160.04 BOA - OUT OF BUSINESS	D
101313	FRANK'S GOLF CART CENTER LLC	2017	O0022489	-\$83.64 BOA - OUT OF BUSINESS	D
101384	GEET NANAK LLC	2017	O0040372	-\$160.26 BOA - OUT OF BUSINESS	D
101439	GIFT SHOP	2017	O0034151	-\$139.36 BOA - OUT OF BUSINESS	D
101742	HOTTIES INC	2017	O0036258	-\$58.76 BOA - OUT OF BUSINESS	D
101819	IMPERATIS CORP	2017	O0011052	-\$64.56 BOA - OUT OF BUSINESS	D
101988	JPOABAS	2017	O0026041	-\$30.75 BOA - OUT OF BUSINESS	D
101995	JUMPIN JAX	2017	O0033013	-\$67.08 BOA - OUT OF BUSINESS	D
102437	MEDSURG STAFFING INC	2017	O0040450	-\$34.57 BOA - OUT OF BUSINESS	D
102505	MINATI LLC	2017	O0040501	-\$81.86 BOA - OUT OF BUSINESS	D
102620	NEIGHBORHOOD ELECTRONIC TAX	2017	O0025889	-\$30.81 BOA - OUT OF BUSINESS	D
103509	SUCCESSFUL IMAGES	2017	O0013682	-\$172.92 BOA - OUT OF BUSINESS	D
103518	SUN NAILS WR LLC	2017	O0014325	-\$45.60 BOA - OUT OF BUSINESS	D
103741	TRANSMISSION & MUFFLER SHOP	2017	O0008499	-\$39.93 BOA - OUT OF BUSINESS	D
103761	TRUONG ANH THU T	2017	O0026825	-\$30.11 BOA - OUT OF BUSINESS	D
103938	WARNER ROBINS DOORS & WINDOWS	2017	O0036523	-\$43.53 BOA - OUT OF BUSINESS	D
103946	WARNER ROBINS MUSIC	2017	O0028369	-\$119.98 BOA - OUT OF BUSINESS	D
17593	MORTENSEN JULIET	2017	W120 011	-\$3.99 BOA - RETENTION POND	D
25583	W-W BUILDERS INC	2017	W34 A022A	-\$0.40 BOA - TOO SMALL TO COLLECT	D
100180	AMERICAN TRAFFIC SOLUTIONS INC	2017	O0038710	-\$104.56 BOA - UNABLE TO LOCATE BUSINESS	D
100185	AMPM	2017	O0031418	-\$107.63 BOA - UNABLE TO LOCATE BUSINESS	D
100257	ATLANTIC CAPITAL VENTURES, INC	2017	O0027777	-\$37.74 BOA - UNABLE TO LOCATE BUSINESS	D
100844	CROOMS BRANDON	2017	O0037838	-\$96.88 BOA - UNABLE TO LOCATE BUSINESS	D
493	ALLEN WILLIAM B	2017	W134 022	-\$771.76 BOA - VETERANS EXEMPTION	D
1271	BANKS LEONARD C III	2017	W61AB018	-\$419.69 BOA - VETERANS EXEMPTION	D
2949	BROOMFIELD JOHNNY	2017	W157 028	-\$771.75 BOA - VETERANS EXEMPTION	D
3999	CARLISLE FERNANDO A	2017	W141 078	-\$771.76 BOA - VETERANS EXEMPTION	D
9164	GEORGIA GORDON STEVEN	2017	W94 120	-\$636.52 BOA - VETERANS EXEMPTION	D
10408	HANSELL XAVIER K	2017	W44E 026	-\$473.19 BOA - VETERANS EXEMPTION	D
13146	JOHNSON HORACE	2017	W124 020	-\$771.75 BOA - VETERANS EXEMPTION	D
15888	MARSHALL BRIAN D	2017	W139 076	-\$771.75 BOA - VETERANS EXEMPTION	D
16199	MAYER SARAH J	2017	W61B 019	-\$468.40 BOA - VETERANS EXEMPTION	D
16251	MCAFEE ROBERT LEE JR	2017	W104 061	-\$667.66 BOA - VETERANS EXEMPTION	D
16404	MCCREA KATHRYN D	2017	W35 F011	-\$345.01 BOA - VETERANS EXEMPTION	D
16417	MCCULLOUGH MACK L	2017	W125 088	-\$771.76 BOA - VETERANS EXEMPTION	D
18213	NOLTON DIANE	2017	W95 305	-\$388.94 BOA - VETERANS EXEMPTION	D
18899	PATTERSON RODNEY TREMAINE	2017	W108 064	-\$590.99 BOA - VETERANS EXEMPTION	D
19804	PUGH SHAUNTEL	2017	W38 L021	-\$280.32 BOA - VETERANS EXEMPTION	D

21092	ROSS ERIC	2017	W141 022	-\$616.15	BOA - VETERANS EXEMPTION	D
23653	STYLES ROBERT L	2017	W22 A009	-\$226.41	BOA - VETERANS EXEMPTION	D
23757	SUSKAY JEFFREY A SR	2017	W52 J005	-\$633.72	BOA - VETERANS EXEMPTION	D
25107	TURNER RAHSAAN	2017	W78L 028	-\$771.76	BOA - VETERANS EXEMPTION	D
150063	JOINT DEVELOPMENT AUTHORITY OF PEACH	2017	PW61 006	-\$3,842.71	PEACH ADJ - PER RESOLUTION	D
2713	BRANTLEY PHILIP H	2017	W83 C005	-\$239.59	SENIOR HOMESTEAD EXEMPTION	D
11607	HOLLOWAY ERICK J	2017	W108 204	-\$638.91	SENIOR HOMESTEAD EXEMPTION	D
17303	MOBLEY JOHN D JR	2017	W66B 105	-\$239.60	SENIOR HOMESTEAD EXEMPTION	D
12252	HUGHES LORENE	2017	W40 E021A	-\$2.64	UNDER \$5.00 TOO SMALL TO COLLECT	D
22992	SOUTHERN CONSULTING SERVICES LLC	2017	W97A 049	-\$3.99	UNDER \$5.00 TOO SMALL TO COLLECT	D
6498	DAVIS THOMAS D	2017	W28 L021	-\$71.48		D
150139	HILLTOP-HOUSTON PROPERTIES LLC	2017	W133 055	\$361.38	BOA - NOT ON DIGEST	NOD
TOTAL WRITE OFF FOR 2017:				-\$25,918.30		
1266	BANKS LEONARD C III	2016	W61AB018	-\$419.52	BOA - VETERANS EXEMPTION	D
6419	DAVIS THOMAS D	2016	W28 L021	-\$71.45		D
7495	STATE OF GEORGIA	2016	W17 B006	-\$168.84	BOA - PURCHASED VIA STATE	D
8708	FRIZZELL FREDERICK N	2016	W153 017	-\$736.13	BOA - VETERANS EXEMPTION	D
11562	HOLLOWAY ERICK J	2016	W108 204	\$0.00	BOA - VETERANS EXEMPTION	D
13551	HUGHES LORENE	2016	W40 E021A	-\$2.63	UNDER \$5.00 TOO SMALL TO COLLECT	D
15110	LOGRAN GREGORY B	2016	W157 021	-\$33.92	BOA - CORRECTION OF SQUARE FOOTAGE	D
16057	MAYER SARAH J	2016	W61B 019	-\$468.21	BOA - VETERANS EXEMPTION	D
16110	MCAFFEE ROBERT LEE JR	2016	W104 061	-\$667.39	BOA - VETERANS EXEMPTION	D
16264	MCCREA KATHRYN D	2016	W35 F011	-\$348.87	BOA - VETERANS EXEMPTION	D
18071	NOLTON DIANE	2016	W95 305	-\$388.78	BOA - VETERANS EXEMPTION	D
18727	PATTERSON RODNEY TREMAINE	2016	W108 064	-\$579.98	BOA - VETERANS EXEMPTION	D
21586	SCTC DEVELOPMENT LLC	2016	W127 079	-\$2.00	CWR LIFT STATION	D
23713	SYNOVUS BANK	2016	W97A 049	-\$3.99	UNDER \$5.00 TOO SMALL TO COLLECT	D
23796	TALTON WILLIE L	2016	W07 C015B	-\$1.47	BOA - LOT SIZE UNBUILDABLE	D
23796	TALTON WILLIE L	2016	W07 C015B	-\$2.00	BOA - LOT SIZE UNBUILDABLE	D
25425	W-W BUILDERS INC	2016	W34 A022A	-\$0.40	UNDER \$5.00 TOO SMALL TO COLLECT	D
100072	ADAMS RON	2016	O0007671	-\$239.50	BOA - UNABLE TO LOCATE	D
100185	ANESTHESIA & PAIN MANAGEMENT	2016	O0025572	-\$1,294.45	BOA - OUT OF BUSINESS	D
100416	BLOCK ASHLEY	2016	O0036774	-\$33.53	BOA - MOVED BUSINESS OUT OF CITY	D
100699	CHASE AARON S	2016	O0038918	-\$247.18	BOA - OUT OF BUSINESS	D
100883	CROOMS BRANDON	2016	O0037838	-\$101.71	BOA - UNABLE TO LOCATE	D
101158	ECHOLS JEFFREY	2016	O0033447	-\$33.41	BOA - MOVED BUSINESS OUT OF CITY	D
101439	GENA JAYNE LLC	2016	O0038390	-\$173.03	BOA - OUT OF BUSINESS	D

101486	GIFT SHOP	2016	00034151	-\$139.31 BOA - OUT OF BUSINESS	D
101579	GROOMINGDALE'S PET SALON & BOUTIQUE	2016	00034155	-\$31.87 BOA - OUT OF BUSINESS	D
101804	HOTTIES INC	2016	00036258	-\$66.22 BOA - OUT OF BUSINESS	D
101882	IMPERATIS CORP	2016	00011052	-\$64.70 BOA - OUT OF BUSINESS	D
102055	JPOABAS	2016	00026041	-\$30.74 BOA - INVENTORY	D
102375	MAMA MIA PIZZA & PASTA INC	2016	00034209	-\$296.33 BOA - OUT OF BUSINESS	D
102414	MARTINEZ CUTZ	2016	00040646	-\$42.39 BOA - NOT IN CITY LIMITS	D
102601	MINATI LLC	2016	00040501	-\$81.83 BOA - OUT OF BUSINESS	D
102722	NEIGHBORHOOD ELECTRONIC TAX	2016	00025889	-\$31.40 BOA - OUT OF BUSINESS	D
103076	RAINBOW CASH TITLE PAWN INC	2016	00027154	-\$53.72 BOA - OUT OF BUSINESS	D
103314	SALON TWIST	2016	00025195	-\$72.85 BOA - OUT OF BUSINESS	D
103564	SPENCER BRANDFORD RHODES	2016	00039980	-\$93.88 BOA - MOVED BUSINESS OUT OF CITY	D
103875	TOUCH OF MAGICK INC	2016	00008225	-\$246.44 BOA - OUT OF BUSINESS	D
103903	TRUONG ANH THU T	2016	00026825	-\$31.97 BOA - OUT OF BUSINESS	D
104082	WARNER ROBINS DOORS & WINDOWS	2016	00036523	-\$50.76 BOA - OUT OF BUSINESS	D
104090	WARNER ROBINS MUSIC	2016	00028369	-\$119.93 BOA - OUT OF BUSINESS	D

TOTAL ADJUSTMENTS FOR 2016: -\$7,472.73

103558	SIMPLY FASHION #194	2015	00034261	-\$88.85 BANKRUPTCY	D
101481	GENA DONNA DEE	2015	00033950	-\$127.07 BOA - COMBINED WITH ACCT# 00020904	D
100425	BLOCK ASHLEY	2015	00036774	-\$35.48 BOA - MOVED BUSINESS OUT OF CITY	D
101195	ECHOLS JEFFREY	2015	00033447	-\$35.60 BOA - MOVED BUSINESS OUT OF CITY	D
104176	WALLACE RICHARD J	2015	00034871	-\$90.11 BOA - MOVED BUSINESS OUT OF CITY	D
100015	3 C'S FITNESS INC	2015	00020545	-\$376.21 BOA - OUT OF BUSINESS	D
100194	ANESTHESIA & PAIN MANAGEMENT ASSOC	2015	00025572	-\$1,386.59 BOA - OUT OF BUSINESS	D
100260	ATLANTIC LUNG CENTER INC	2015	00034082	-\$240.83 BOA - OUT OF BUSINESS	D
100262	ATLAS PIZZA LLC	2015	00028102	-\$118.13 BOA - OUT OF BUSINESS	D
100712	CHASE AARON S	2015	00038918	-\$247.45 BOA - OUT OF BUSINESS	D
100892	CPI IMAGES LLC	2015	00007389	-\$40.61 BOA - OUT OF BUSINESS	D
101307	FASHION NAILS	2015	00012213	-\$32.89 BOA - OUT OF BUSINESS	D
101532	GIFT SHOP	2015	00034151	-\$139.46 BOA - OUT OF BUSINESS	D
101620	GROOMINGDALE'S PET SALON & BOUTIQUE	2015	00034155	-\$36.16 BOA - OUT OF BUSINESS	D
102103	JPOABAS	2015	00026041	-\$30.77 BOA - OUT OF BUSINESS	D
102210	KNIGHT THOMAS F	2015	00038215	-\$42.50 BOA - OUT OF BUSINESS	D
102283	LAXMI DISCOUNT TOBACCO OUTLET	2015	00032139	-\$77.89 BOA - OUT OF BUSINESS	D
102303	LEE'S RENTAL CENTER INC	2015	00001295	-\$707.44 BOA - OUT OF BUSINESS	D
102460	MARCO SOUTH LLC	2015	00038406	-\$785.71 BOA - OUT OF BUSINESS	D
102652	MIDDLE GEORGIA OBSTETRICS & GYNECOLOGY	2015	00025234	-\$242.85 BOA - OUT OF BUSINESS	D

102802	NEIGHBORHOOD ELECTRONIC TAX	2015	00025889	-\$32.92 BOA - OUT OF BUSINESS	D
102814	NEW GENERATION DAYCARE & LEARNING	2015	00010289	-\$138.08 BOA - OUT OF BUSINESS	D
102911	P COMMUNICATIONS INC	2015	00036357	-\$292.10 BOA - OUT OF BUSINESS	D
103157	RAINBOW CASH TITLE PAWN INC	2015	00027154	-\$60.04 BOA - OUT OF BUSINESS	D
103276	ROBINS BED & MATTRESS INC	2015	00037537	-\$145.84 BOA - OUT OF BUSINESS	D
103491	SEOUL ORIENTAL MARKET LLC	2015	00013677	-\$106.82 BOA - OUT OF BUSINESS	D
103505	SHANTI INVESTMENTS LLC	2015	00001164	-\$73.73 BOA - OUT OF BUSINESS	D
103629	SONS BROTHERS CORP	2015	00025404	-\$837.07 BOA - OUT OF BUSINESS	D
103811	SWAMI ONE INC	2015	00032720	-\$296.38 BOA - OUT OF BUSINESS	D
103965	TNT THRIFT & CONSIGNMENT SHOP	2015	00034280	-\$82.72 BOA - OUT OF BUSINESS	D
103992	TOUCH OF MAGICK INC	2015	00008225	-\$487.49 BOA - OUT OF BUSINESS	D
104024	TRUONG ANH THU T	2015	00026825	-\$35.73 BOA - OUT OF BUSINESS	D
104063	UNITED DUI	2015	00033582	-\$31.07 BOA - OUT OF BUSINESS	D
104199	WARNER ROBINS DOORS & WINDOWS	2015	00036523	-\$66.50 BOA - OUT OF BUSINESS	D
104206	WARNER ROBINS MUSIC	2015	00028369	-\$120.06 BOA - OUT OF BUSINESS	D
104395	WRIGHT SERITA	2015	00038409	-\$39.67 BOA - OUT OF BUSINESS	D
104432	ZANDERS MARY BETH	2015	00035600	-\$38.34 BOA - OUT OF BUSINESS	D
104437	ZHAN RUI	2015	00036422	-\$231.24 BOA - OUT OF BUSINESS	D
100807	COLEMAN DANNY K	2015	00039223	-\$6.11 BOA - SHOULD BE EXEMPTION UNDER \$7500	D
100908	CROOMS BRANDON	2015	00037838	-\$107.85 BOA - UNABLE TO LOCATE	D
101554	GNB AMUSEMENTS INC	2015	00030956	-\$763.77 BOA - UNABLE TO LOCATE	D
103441	SCHAFFER MAURICE H	2015	00039401	-\$30.61 BOA - UNABLE TO LOCATE	D
8760	FRIZELL FREDERICK N	2015	W153 017	-\$703.94 BOA - VETERANS EXEMPTION	D
16220	MCCREA KATHRYN D	2015	W35 F011	-\$349.25 BOA - VETERANS EXEMPTION	D
23454	SUSKAY JEFFREY A SR	2015	W52 J005	-\$634.17 BOA - VETERANS EXEMPTION	D
21531	SCTC DEVELOPMENT LLC	2015	W127 079	-\$2.00 CWR LIFT STATION	D
23572	SYNOVUS BANK	2015	W97A 049	-\$4.00 UNDER \$5.00 TOO SMALL TO COLLECT	D
TOTAL ADJUSTMENTS FOR 2015:				-\$10,600.10	
40187	ANESTHESIA & PAIN MANAGEMENT ASSOC	2014	00025572	-\$438.67 BANKRUPTCY	D
41481	PATEL BHAVANA	2014	00033950	-\$127.07 BOA - COMBINED WITH ACCT# 20904	D
40487	BRITT DELORES	2014	00036813	-\$30.25 BOA - MOVED BUSINESS OUT OF CITY	D
41201	ECHOLS JEFFREY	2014	00033447	-\$40.52 BOA - MOVED BUSINESS OUT OF CITY	D
41792	HICKEY BRIAN E	2014	00037785	-\$35.92 BOA - MOVED BUSINESS OUT OF CITY	D
40885	CPI IMAGES LLC	2014	00007389	-\$44.50 BOA - OUT OF BUSINESS	D
140046	KNIGHT THOMAS F	2014	00038215	-\$42.92 BOA - OUT OF BUSINESS	D
42302	LAXMI DISCOUNT TOBACCO OUTLET	2014	00032139	-\$82.06 BOA - OUT OF BUSINESS	D
42602	MCLEOD JERRY	2014	00032876	-\$47.15 BOA - OUT OF BUSINESS	D

43548	SHRI NEW KHODIYAR 2 LLC	2014	00001164	-\$78.48 BOA - OUT OF BUSINESS	D
44034	TOUCH OF MAGICK INC	2014	00008225	-\$511.51 BOA - OUT OF BUSINESS	D
44474	ZANDERS MARY BETH	2014	00035600	-\$43.09 BOA - OUT OF BUSINESS	D
40415	BLOCK ASHLEY	2014	00036774	-\$38.72 BOA - UNABLE TO LOCATE	D
42274	LAGWANA BROWN	2014	00033071	-\$30.16 BOA -UNABLE TO COLLECT	D
TOTAL ADJUSTMENTS FOR 2014:				-\$1,591.02	
41105	ECHOLS JEFFREY	2013	00033447	-\$42.76 BOA - MOVED BUSINESS OUT OF CITY	D
40826	CPI IMAGES LLC	2013	00007389	-\$50.08 BOA - OUT OF BUSINESS	D
42105	LAXMI DISCOUNT TOBACCO OUTLET	2013	00032139	-\$85.75 BOA - OUT OF BUSINESS	D
140090	WARNER ROBINS DOORS & WINDOWS	2013	00036523	-\$213.25 BOA - OUT OF BUSINESS	D
41900	JOHNS WOLEY O	2013	00036807	-\$31.37 BOA - UNABLE TO LOCATE	D
TOTAL ADJUSTMENTS FOR 2013:				-\$423.21	
21353	SCOTT LORRAINE	2012	W77A 159	-\$497.10 BOA - VETERANS EXEMPTION	D
TOTAL ADJUSTMENTS FOR 2012:				-\$497.10	
TOTAL ADJUSTMENTS FOR 2018:				-\$106,643.10	
TOTAL ADJUSTMENTS FOR 2017:				-\$25,918.30	
TOTAL ADJUSTMENTS FOR 2016:				-\$7,472.73	
TOTAL ADJUSTMENTS FOR 2015:				-\$10,600.10	
TOTAL ADJUSTMENTS FOR 2014:				-\$1,591.02	
TOTAL ADJUSTMENTS FOR 2013:				-\$423.21	
TOTAL ADJUSTMENTS FOR 2012:				-\$497.10	
TOTAL ADJUSTMENTS FOR JULY 1, 2018 THROUGH JUNE 30, 2019:				-\$153,145.56	

2019 ADJUSTMENTS
JULY 1, 2019 THROUGH JUNE 30, 2020

ACCOUNT	NAME	YEAR	PARCEL ID #	AMOUNT	REMARK	SOURCE
151889	HUNLEY WILLIAM V	2019	O0041245	-\$80.42	BOA - BOAT TOTALLED	D
152907	PAK MYHONG HEE DBA A-1 BARBER AND BEAUTY	2019	O0040805	-\$80.37	BOA - BUSINESS CLOSED	D
153907	THRUHIM LLC	2019	O0033155	-\$185.61	BOA - BUSINESS CLOSED	D
152310	LEVI MENI DBA MIDDLE GA LOCKSMITH	2019	O0041985	\$67.41	BOA - BUSINESS UNRETURNED PROPERTY	D
152954	PATTISON SIGN GROUP INC	2019	O0032607	\$103.06	BOA - BUSINESS UNRETURNED PROPERTY	D
153332	ROSE 2017 LLC	2019	O0042021	\$122.99	BOA - BUSINESS UNRETURNED PROPERTY	D
101076	AT&T COMMUNICATIONS	2019	W75 090	-\$2.70	BOA - PUBLIC UTILITY GEORGIA DEPT OF REVENUE	D
101881	BELLSOUTH TELECOM/AT&T GEORGIA	2019	PUBELSOUTH	-\$1,691.42	BOA - PUBLIC UTILITY GEORGIA DEPT OF REVENUE	D
102169	BIRCH COMMUNICATIONS INC	2019	PUBIRCHCOM	-\$40.76	BOA - PUBLIC UTILITY GEORGIA DEPT OF REVENUE	D
105933	COX GEORGIA TELECOM LLC	2019	PUCOGEORG	-\$822.77	BOA - PUBLIC UTILITY GEORGIA DEPT OF REVENUE	D
108600	FLINT EMC	2019	PUFLINTEMCO	\$7,518.56	BOA - PUBLIC UTILITY GEORGIA DEPT OF REVENUE	D
109451	GEORGIA POWER COMPANY	2019	PUGEOPOWER	\$2,970.36	BOA - PUBLIC UTILITY GEORGIA DEPT OF REVENUE	D
109458	GEORGIA TRANSMISSION CORP	2019	PUGEOTRANS	\$9,807.33	BOA - PUBLIC UTILITY GEORGIA DEPT OF REVENUE	D
116948	MCI COMMUNICATIONS SERVICES INC	2019	PUMCICOMMU	-\$0.91	BOA - PUBLIC UTILITY GEORGIA DEPT OF REVENUE	D
116949	MCI METRO ACCESS TRANS SERV LLC	2019	PUMCIMETRO	\$1.98	BOA - PUBLIC UTILITY GEORGIA DEPT OF REVENUE	D
118606	NORFOLK SOUTHERN CORP	2019	PUNORSOUTH	\$359.79	BOA - PUBLIC UTILITY GEORGIA DEPT OF REVENUE	D
127568	WINDSTREAM GEORGIA LLC	2019	PUWINDGEOR	-\$84.57	BOA - PUBLIC UTILITY GEORGIA DEPT OF REVENUE	D
160051	GEORGIA TRANSMISSION CORP	2019	PWPU01	\$807.33	BOA - PUBLIC UTILITY GEORGIA DEPT OF REVENUE	D
127245	WILLIMAS MICHAEL K	2019	W33AA029	\$200.00	BOA - REMOVED VETERANS EXEMPTION	D
127506	WILSON MAUREEN	2019	W48 G019	\$175.65	BOA - VALUE ADJUSTED DUE TO STRUCTURE FIRE	D
120185	PRIEST MARSHA W	2019	W87 071	-\$1,592.81	BOA - VALUE CHANGE	D
125318	TROJAN FARMS & REAL ESTATE LLC	2019	W51 F008	-\$9.18	BOA - VALUE SET BY APPEAL	D
154121	WAL-MART STORES EAST	2019	O0027354	-\$3,963.80	BOA - VALUE SET BY APPEAL	D
154122	WAL-MART STORES EAST	2019	O0000472	-\$7,341.19	BOA - VALUE SET BY APPEAL	D
154140	WAL-MART STORES EAST	2019	O0040420	-\$1,120.27	BOA - VALUE SET BY APPEAL	D
154141	WAL-MART STORES EAST	2019	O0040509	-\$1,241.73	BOA - VALUE SET BY APPEAL	D
100155	ABEJON PETER	2019	W100 033	-\$557.28	BOA - VETERANS EXEMPTION	D
100348	AGUON LARRY K B & EVELYN Y	2019	W145 124	-\$854.74	BOA - VETERANS EXEMPTION	D
100591	ALMOND VONDELL & DOUGLAS	2019	W61 F011	-\$407.18	BOA - VETERANS EXEMPTION	D
101283	BAKER LARRY SR	2019	W79A 065	-\$287.02	BOA - VETERANS EXEMPTION	D
102407	BOLL KENT T & ROBERTA L	2019	W114 101	-\$776.44	BOA - VETERANS EXEMPTION	D
103240	BROWN ROGELIO A & TANESHA L	2019	W142 032	-\$710.58	BOA - VETERANS EXEMPTION	D

103554	BURNER TONY & DONNA J	2019	W77C 629	-\$572.05	BOA - VETERANS EXEMPTION	D
105825	CORDOVA SUSAN E	2019	W78M 062	-\$354.89	BOA - VETERANS EXEMPTION	D
106090	CROMARTIE ANDREW Y & CYNTHIA P	2019	W119 008	-\$765.27	BOA - VETERANS EXEMPTION	D
106341	CYREE JAMES T	2019	W94 163	-\$404.39	BOA - VETERANS EXEMPTION	D
106500	DANSBY QUIANA T	2019	W117 064	-\$381.64	BOA - VETERANS EXEMPTION	D
106550	DAVIS ALBERT G III & TAMIKA	2019	W136 152	-\$758.48	BOA - VETERANS EXEMPTION	D
106631	DAVIS KEVIN J & MONICA B	2019	W145 085	-\$847.50	BOA - VETERANS EXEMPTION	D
107030	DIAMOND ROBERT L	2019	W99A 123	-\$627.54	BOA - VETERANS EXEMPTION	D
107156	DO MINH C & MAI HANG T	2019	W135 074	-\$813.57	BOA - VETERANS EXEMPTION	D
107361	DRAKE DAVID W & WENDY A	2019	W119 139	-\$854.74	BOA - VETERANS EXEMPTION	D
108558	FIVEASH JACK BENFORD JR & KRISTINE A	2019	W138 168	-\$854.73	BOA - VETERANS EXEMPTION	D
109077	FULLER BENJAMIN ADAM	2019	W148 060	-\$854.74	BOA - VETERANS EXEMPTION	D
109862	GOUDY TYRONE JAMAAL	2019	W108 B069	-\$774.05	BOA - VETERANS EXEMPTION	D
110054	GREEN CHRISTOPHER D	2019	W145 089	-\$812.77	BOA - VETERANS EXEMPTION	D
110162	GREGORY BOBBY L	2019	W150 144	-\$854.74	BOA - VETERANS EXEMPTION	D
111594	HILL JIMMY LEE JR & TOEFUAINA L	2019	W65 109	-\$435.13	BOA - VETERANS EXEMPTION	D
111898	HOLLINGSHEED TONY SR & CHARLOTTE	2019	W145 016	-\$854.73	BOA - VETERANS EXEMPTION	D
112352	HOWARD BOBBY	2019	W94 313	-\$827.14	BOA - VETERANS EXEMPTION	D
112442	HOYT THOMAS III & CAMILLE	2019	W153 066	-\$854.74	BOA - VETERANS EXEMPTION	D
112601	HUMPHREY FELDORCIA M & WALTER	2019	W99A 019	-\$526.15	BOA - VETERANS EXEMPTION	D
112704	HURST DAVID & JOSEPHINE	2019	W94 327	-\$779.64	BOA - VETERANS EXEMPTION	D
113273	JENKINS ALTHEA J	2019	W114 113	-\$696.20	BOA - VETERANS EXEMPTION	D
114914	LARSON BARRY M & LINDA G	2019	W50 F057	-\$109.78	BOA - VETERANS EXEMPTION	D
116150	MANLEY BEN A III & DAYLA	2019	W138 236	-\$854.74	BOA - VETERANS EXEMPTION	D
116519	MATTHEWS GEORGE & TERESSIE	2019	W125 021	-\$854.74	BOA - VETERANS EXEMPTION	D
116672	MCCLENDON FREDERICK & VIVIAN E	2019	W78K 018	-\$490.62	BOA - VETERANS EXEMPTION	D
117343	MICEK JOHN	2019	W79A 060	-\$526.94	BOA - VETERANS EXEMPTION	D
118709	O'DONNELL ROBERT F & CYNTHIA E	2019	W94 329	-\$809.18	BOA - VETERANS EXEMPTION	D
119752	PHILLIPS NELSON L & LORETTA M	2019	W72AC024	-\$388.02	BOA - VETERANS EXEMPTION	D
120377	RADCLIFF GEORGE D	2019	W99 145	-\$270.26	BOA - VETERANS EXEMPTION	D
120479	RANDALL MINNIE P	2019	W73 082	-\$239.52	BOA - VETERANS EXEMPTION	D
120518	RANDOLPH FRED E & ELIZABETH M	2019	W66B 212	-\$239.52	BOA - VETERANS EXEMPTION	D
120950	RICHARDS CHARMAINE	2019	W44A 047	-\$239.52	BOA - VETERANS EXEMPTION	D
120997	RICHMOND TALTON JR & GLORIA	2019	W139 155	-\$854.74	BOA - VETERANS EXEMPTION	D
121047	RILEY CHARLES R II	2019	W151 069	-\$850.30	BOA - VETERANS EXEMPTION	D
121215	ROBERTS KIERRA D	2019	W99 268	-\$433.13	BOA - VETERANS EXEMPTION	D
122263	SCOTT JAMES E	2019	W154 116	-\$497.80	BOA - VETERANS EXEMPTION	D
122613	SHERROD DARRELL & ANNIE H	2019	W114 071	-\$780.04	BOA - VETERANS EXEMPTION	D

122698	SHUMATE KARY B JR & PAMELA W	2019	W95 078	-\$479.44 BOA - VETERANS EXEMPTION	D
122764	SIMMONS ANTOINETTE	2019	W44C 008	-\$467.46 BOA - VETERANS EXEMPTION	D
122810	SIMON TAMMARA V	2019	W121 016	-\$539.72 BOA - VETERANS EXEMPTION	D
123670	STEINMETZ JON & MIKA	2019	W135 109	-\$854.74 BOA - VETERANS EXEMPTION	D
125041	TOLBERT RAZINA L & AL F SR	2019	W99A 134	-\$631.93 BOA - VETERANS EXEMPTION	D
125426	TUNSTALL JAMES E & RUBY L	2019	W57 A008	-\$111.38 BOA - VETERANS EXEMPTION	D
125602	UPSHAW DANA R & JANICE D	2019	W80 129	-\$509.38 BOA - VETERANS EXEMPTION	D
126090	WALKER KENDRA & MAURICE	2019	W138 108	-\$818.36 BOA - VETERANS EXEMPTION	D
126546	WATSON TERRANCE	2019	W138 070	-\$854.73 BOA - VETERANS EXEMPTION	D
127104	WILLIAMS CEDRIC E JR & MELITA C	2019	W94 198	-\$702.59 BOA - VETERANS EXEMPTION	D
127151	WILLIAMS ERIC LEE 7 LARHODA	2019	W135 126	-\$854.74 BOA - VETERANS EXEMPTION	D
127172	WILLIAMS JAMES M & JOE ANN	2019	W64A 085	-\$551.69 BOA - VETERANS EXEMPTION	D
127263	WILLIAMS PATRICIA L & JAMES L	2019	W100 046	-\$370.86 BOA - VETERANS EXEMPTION	D
127293	WILLIAMS ROBERT E & NATASHA A	2019	W110 010	-\$473.05 BOA - VETERANS EXEMPTION	D
127492	WILSON JOHN K & FIDELIS	2019	W116 079	-\$524.15 BOA - VETERANS EXEMPTION	D
127853	WRIGHT MOSES	2019	W41 F009	-\$235.13 BOA - VETERANS EXEMPTION	D
117818	MOORE JERRY III & AMY L	2019	W118 A042	-\$846.30 BOA - VETERANS EXEMPTION	D
111895	HOLLINGER ALVIN L ESTATE IN REM	2019	W52 NO12	-\$592.41 BOA 12 MONTH SUPPORT	D
105111	CITYR GROUP AT AMBER PLACE LLC	2019	W120 083	-\$3,007.57 BOA APPEALED VALUE	D
105978	CRAIG JOSHUA & COURTNEY	2019	W72AJ038	-\$39.92 BOA APPEALED VALUE	D
101994	BERGMAN ROBERT E & SCHYRELL	2019	W51 L041	-\$239.52 SENIOR HOMESTEAD EXEMPTION	D
102024	BERRY RUBY L	2019	W78C 093	-\$235.93 SENIOR HOMESTEAD EXEMPTION	D
102035	BERSEY JAMES T	2019	W61B 045	-\$239.52 SENIOR HOMESTEAD EXEMPTION	D
102315	BLOCKER DEBBIE J	2019	W121 183	-\$239.52 SENIOR HOMESTEAD EXEMPTION	D
102491	BOOR CYNTHIA W	2019	W97A 012	-\$239.52 SENIOR HOMESTEAD EXEMPTION	D
102788	BRANTLEY LUTHER E JR & VIRGINIA	2019	W70 A062	-\$239.52 SENIOR HOMESTEAD EXEMPTION	D
102792	BRANTLEY PHILIP H & SANDRA	2019	W83 C005	-\$239.52 SENIOR HOMESTEAD EXEMPTION	D
102968	BROCK JAMES HERBERT SR	2019	W22 A007	-\$232.33 SENIOR HOMESTEAD EXEMPTION	D
103545	BURLEIGH GERALD	2019	W73A 057	-\$239.52 SENIOR HOMESTEAD EXEMPTION	D
104123	CARR JAMES W & KAREN H	2019	W64 112	-\$239.52 SENIOR HOMESTEAD EXEMPTION	D
104508	CHANDLER BARNEY D & VICKI	2019	W50 D009	-\$239.52 SENIOR HOMESTEAD EXEMPTION	D
104609	CHEN YI-FU	2019	W108 101	-\$239.52 SENIOR HOMESTEAD EXEMPTION	D
105674	CONNORS DANIEL J	2019	W82A 008	-\$239.52 SENIOR HOMESTEAD EXEMPTION	D
105853	CORNMAN PAUL L & AGNES T	2019	W21 C018	-\$85.83 SENIOR HOMESTEAD EXEMPTION	D
106583	DAVIS DIANE B	2019	W72AI015	-\$239.52 SENIOR HOMESTEAD EXEMPTION	D
106651	DAVIS MILDRED A	2019	W73A 062	-\$239.52 SENIOR HOMESTEAD EXEMPTION	D
106698	DAVIS WILBUR T & ESSIE BRENDA	2019	W153 023	-\$239.52 SENIOR HOMESTEAD EXEMPTION	D
107286	DOSTER JACKSON A & HILDA R	2019	W44B 020	-\$239.52 SENIOR HOMESTEAD EXEMPTION	D

107548	DURHAM RAY M & DEBORAH S	2019	W78G 052	-\$239.52	SENIOR HOMESTEAD EXEMPTION	D
107634	EATON FRANCES JUNE	2019	W97A 043	-\$239.52	SENIOR HOMESTEAD EXEMPTION	D
107773	ELDER WENDELL S & RENATE G	2019	W115 012	-\$239.52	SENIOR HOMESTEAD EXEMPTION	D
108698	FORD CAROLYN & STARLEY OTIS H	2019	W61B 092	-\$239.52	SENIOR HOMESTEAD EXEMPTION	D
108875	FOX PETER E & NANTAWADEE S	2019	W97B 114	-\$239.52	SENIOR HOMESTEAD EXEMPTION	D
108906	FRANK MICHAEL R & MARILYN	2019	W66B 140	-\$239.52	SENIOR HOMESTEAD EXEMPTION	D
109514	GIBSON CHESTERFIELD R	2019	W08 B006	-\$182.04	SENIOR HOMESTEAD EXEMPTION	D
109616	GINGER RICHARD P	2019	W30 A012	-\$158.88	SENIOR HOMESTEAD EXEMPTION	D
109896	GRADY LAWRENCE GERARD & BETHANY ANN	2019	W78M 041	-\$239.52	SENIOR HOMESTEAD EXEMPTION	D
110326	GULLIE GARY VAUGHN & VILMA V	2019	W83 A016	-\$239.52	SENIOR HOMESTEAD EXEMPTION	D
110453	HALL EDWARD J & CAROL K	2019	W54 B086	-\$239.52	SENIOR HOMESTEAD EXEMPTION	D
110550	HAMILTON DORETHA	2019	W21 H001	-\$129.34	SENIOR HOMESTEAD EXEMPTION	D
110625	HAMMAKER NEIL G & PATRICIA	2019	W51 L005	-\$239.52	SENIOR HOMESTEAD EXEMPTION	D
110748	HARDIN RUBY P	2019	W44C 007	-\$239.52	SENIOR HOMESTEAD EXEMPTION	D
111388	HERBERT CAROLYN	2019	W108 A016	-\$239.52	SENIOR HOMESTEAD EXEMPTION	D
111416	HERNANDEZ SUSANA A	2019	W09 D001	-\$239.52	SENIOR HOMESTEAD EXEMPTION	D
111486	HEZEL PATRICIA F & RICK	2019	W97A 039	-\$239.52	SENIOR HOMESTEAD EXEMPTION	D
111691	HINSON SIDNEY L	2019	W83 A028	-\$239.52	SENIOR HOMESTEAD EXEMPTION	D
112544	HUGHES DENISE S	2019	W19B 058	-\$202.79	SENIOR HOMESTEAD EXEMPTION	D
112557	HUGHES JEANETTE L	2019	W80 094	-\$239.52	SENIOR HOMESTEAD EXEMPTION	D
113700	JONES GARY W	2019	W55 B001	-\$234.09	SENIOR HOMESTEAD EXEMPTION	D
113779	JONES MYRTLE B	2019	W93A 145	-\$239.52	SENIOR HOMESTEAD EXEMPTION	D
114100	KELLY JERRY L & MERRILYN H	2019	W61AA022	-\$239.52	SENIOR HOMESTEAD EXEMPTION	D
114529	KOCH STEPHEN L & DIANE K	2019	W57 C005	-\$239.52	SENIOR HOMESTEAD EXEMPTION	D
115506	LITTLE MAZIE JEAN	2019	W135 072	-\$239.52	SENIOR HOMESTEAD EXEMPTION	D
116261	MARSHALL BETTYE	2019	W28 G041	-\$226.75	SENIOR HOMESTEAD EXEMPTION	D
116314	MARTIN JUDY L	2019	W61B 241	-\$239.52	SENIOR HOMESTEAD EXEMPTION	D
116631	MCBRIDE LOUISE D	2019	W47 G004	-\$239.52	SENIOR HOMESTEAD EXEMPTION	D
116847	MCELDOWNEY REBA T	2019	W83 D002	-\$239.52	SENIOR HOMESTEAD EXEMPTION	D
116857	MCFALL PATRICK F & BEVERLY B	2019	W80 160	-\$239.52	SENIOR HOMESTEAD EXEMPTION	D
116902	MCGINNIS WENDY & EMORY CLARE	2019	W63 A006	-\$239.52	SENIOR HOMESTEAD EXEMPTION	D
117024	MCLAWHORN BARREDELL & PEGGY ANN	2019	W113 051	-\$239.52	SENIOR HOMESTEAD EXEMPTION	D
117071	MCNAMARA JOHN THOMAS & SUZANNE MARGAR	2019	W61B 055	-\$239.52	SENIOR HOMESTEAD EXEMPTION	D
117274	MEREDITH FORREST L & LOIS M	2019	W50 D006	-\$239.52	SENIOR HOMESTEAD EXEMPTION	D
117448	MILLER BARBARA S	2019	W19 E004	-\$176.85	SENIOR HOMESTEAD EXEMPTION	D
117535	MILLS RANDALL E & GEORGINA M	2019	W61 D028	-\$239.52	SENIOR HOMESTEAD EXEMPTION	D
117690	MOHLER JANICE WORTMAN	2019	263 I004	-\$239.52	SENIOR HOMESTEAD EXEMPTION	D
117819	MOORE JIMMY LEE & BONNIE L	2019	W74 108	-\$239.52	SENIOR HOMESTEAD EXEMPTION	D

118076	MULKEY WILLIAM F & F MARLENE	2019	W58 A005	-\$239.52	SENIOR HOMESTEAD EXEMPTION	D
118412	NEWBY BARBARA J	2019	W64 236	-\$239.52	SENIOR HOMESTEAD EXEMPTION	D
118682	NUTT DEVON B	2019	W66 010	-\$227.54	SENIOR HOMESTEAD EXEMPTION	D
118727	O'NEAL PATRICIA R & IVEY C	2019	W83 G003	-\$239.52	SENIOR HOMESTEAD EXEMPTION	D
118943	OSONDU IHEANYICHUKWI	2019	W108 039	-\$239.52	SENIOR HOMESTEAD EXEMPTION	D
119051	PALMER IRENE H	2019	W74 209	-\$239.52	SENIOR HOMESTEAD EXEMPTION	D
119657	PFANNKUCHE NERON CLAY	2019	W56 K009	-\$239.52	SENIOR HOMESTEAD EXEMPTION	D
119741	PHILLIPS JUDY	2019	W50 F022	-\$239.52	SENIOR HOMESTEAD EXEMPTION	D
120996	RICHMOND RICHARD L JR & SUSAN L	2019	W70 B070	-\$226.75	SENIOR HOMESTEAD EXEMPTION	D
121227	ROBERTS RONALD W	2019	W21 B005	-\$95.81	SENIOR HOMESTEAD EXEMPTION	D
121299	ROBINSON ETHEL	2019	W22 G032	-\$134.13	SENIOR HOMESTEAD EXEMPTION	D
121600	ROSS EARNEST ESTATE IN REM	2019	W21 F010	-\$164.07	SENIOR HOMESTEAD EXEMPTION	D
122220	SCHULZ ARLAND L & MARGARET R	2019	W83 A022	-\$239.52	SENIOR HOMESTEAD EXEMPTION	D
122351	SEARS PHYLLIS ANN	2019	W19 B003	-\$161.28	SENIOR HOMESTEAD EXEMPTION	D
122458	SETTLES ROBERT & BARBARA ANN	2019	W64 124	-\$239.52	SENIOR HOMESTEAD EXEMPTION	D
122723	SIERAK SHIRLEY J	2019	W66B 062	-\$239.52	SENIOR HOMESTEAD EXEMPTION	D
123023	SMITH BERNICE H	2019	W08 E019	-\$239.52	SENIOR HOMESTEAD EXEMPTION	D
123409	SOSTARICH JOHN W	2019	W58 B004	-\$239.52	SENIOR HOMESTEAD EXEMPTION	D
123479	SPENCE MARGARETTE MARIA	2019	W97A 034	-\$239.52	SENIOR HOMESTEAD EXEMPTION	D
123483	SPENCER JOHN RAYMOND & PAMELA JEAN	2019	W66 155	-\$239.52	SENIOR HOMESTEAD EXEMPTION	D
123715	STEPHENS SARAH D	2019	W93A 156	-\$239.52	SENIOR HOMESTEAD EXEMPTION	D
123726	STEVENS ANNELLE	2019	W78P 006	-\$217.96	SENIOR HOMESTEAD EXEMPTION	D
124182	SWEIGART BETTY J	2019	W61B 243	-\$239.52	SENIOR HOMESTEAD EXEMPTION	D
124351	TAYLOR BARBARA C	2019	W20 H001	-\$173.65	SENIOR HOMESTEAD EXEMPTION	D
124490	TAYLOR -JACKSON CARRIE NELL	2019	W30 K010	-\$164.47	SENIOR HOMESTEAD EXEMPTION	D
125006	TISSIERA LINDA M	2019	W19B 044	-\$219.96	SENIOR HOMESTEAD EXEMPTION	D
125033	TODD LESLIE L & CAROL S	2019	W20 B026	-\$174.85	SENIOR HOMESTEAD EXEMPTION	D
125064	TOMBLIN ANNYLIS	2019	W42 1097	-\$216.77	SENIOR HOMESTEAD EXEMPTION	D
125094	TORRES ROBERTO & GRACE G	2019	W31 C046	-\$239.52	SENIOR HOMESTEAD EXEMPTION	D
125130	TRAN CHUONG THI	2019	W44A 118	-\$239.52	SENIOR HOMESTEAD EXEMPTION	D
125483	TURNER ROBERT S & DEBORAH A	2019	W72AI016	-\$239.52	SENIOR HOMESTEAD EXEMPTION	D
125564	UNDERWOOD CHARLENE F	2019	W33 124	-\$239.52	SENIOR HOMESTEAD EXEMPTION	D
125757	YAUGHN JERRY R & BETTY F	2019	W50 E008	-\$239.52	SENIOR HOMESTEAD EXEMPTION	D
125964	WADE ALTON	2019	W28 K015	-\$85.03	SENIOR HOMESTEAD EXEMPTION	D
126131	WALKER RAY & LILLIE B	2019	W66 128	-\$239.52	SENIOR HOMESTEAD EXEMPTION	D
126228	WALLS GARY R	2019	W64 014	-\$239.52	SENIOR HOMESTEAD EXEMPTION	D
126392	WHITE SMAUEL L & SOLEDAD J	2019	W78L 014	-\$239.52	SENIOR HOMESTEAD EXEMPTION	D
126573	WAUGH SHARON ANN	2019	W78M 025	-\$239.52	SENIOR HOMESTEAD EXEMPTION	D

127091	WILLIAMS BOBBIE L & GUSSIE M	2019	W65 124	-\$239.52	SENIOR HOMESTEAD EXEMPTION	D
127143	WILLIAMS EARNEST & SALLYE	2019	W19A 037	-\$239.52	SENIOR HOMESTEAD EXEMPTION	D
127162	WILLIAMS GORDON D & SHIRLEY	2019	W64 071	-\$239.52	SENIOR HOMESTEAD EXEMPTION	D
127195	WILLIAMS JUDY R	2019	W33AD030	-\$239.52	SENIOR HOMESTEAD EXEMPTION	D
127829	WRIGHT EVELYN L	2019	W117 127	-\$239.52	SENIOR HOMESTEAD EXEMPTION	D
127877	WRIGHT WILLIAM D & BARBARA A	2019	W30 A008	-\$156.09	SENIOR HOMESTEAD EXEMPTION	D
128162	ZOOK ADDIE L RUTHERFORD	2019	W56 L003	-\$239.52	SENIOR HOMESTEAD EXEMPTION	D
103195	BROWN LAVERNE W TRUST	2019	W19 D018	-\$2.04	UNDER \$5.00 TOO SMALL TO COLLECT	D
103196	BROWN LAVERNE W TRUST	2019	W19 D019	-\$2.12	UNDER \$5.00 TOO SMALL TO COLLECT	D
103483	BUNN GARRETT T	2019	W78C 032	-\$3.99	UNDER \$5.00 TOO SMALL TO COLLECT	D
103629	BUSH TRAVIS	2019	W65 072	-\$0.02	UNDER \$5.00 TOO SMALL TO COLLECT	D
105261	CLENDENIN PATRICIA D	2019	W67B 050	-\$0.48	UNDER \$5.00 TOO SMALL TO COLLECT	D
105978	CRAIG JOSHUA & COURTNEY	2019	W72AJ038	-\$0.40	UNDER \$5.00 TOO SMALL TO COLLECT	D
111571	HILL ALBERT SR ESTATE IN REM & TYRON ET AL	2019	W02 E012B	-\$1.48	UNDER \$5.00 TOO SMALL TO COLLECT	D
112563	HUGHES LORENE	2019	W40 E021A	-\$2.63	UNDER \$5.00 TOO SMALL TO COLLECT	D
114424	KIRKLAND JESSE G & WALLACE T ET A	2019	W36 A011	-\$2.00	UNDER \$5.00 TOO SMALL TO COLLECT	D
114425	KIRKLAND JESSE G & WALLACE T ET A	2019	W36 A012	-\$2.00	UNDER \$5.00 TOO SMALL TO COLLECT	D
114963	LAURITSEN KEITH & AMY M	2019	W83C 029	-\$1.92	UNDER \$5.00 TOO SMALL TO COLLECT	D
121926	SAMMONS DANYEL	2019	W95 010	-\$0.01	UNDER \$5.00 TOO SMALL TO COLLECT	D
122497	SHAHEEN CHARLES K III & VIRGINIA M	2019	W83C 027	-\$1.20	UNDER \$5.00 TOO SMALL TO COLLECT	D
122498	SHAHEEN CHARLES K III & VIRGINIA M	2019	W83C 028	-\$1.92	UNDER \$5.00 TOO SMALL TO COLLECT	D
122666	SHIVER MECHELLE	2019	W18 B028	-\$2.91	UNDER \$5.00 TOO SMALL TO COLLECT	D
122690	SHREE MA-MELDI LLC	2019	W149 003	-\$0.10	UNDER \$5.00 TOO SMALL TO COLLECT	D
124209	SYNOVUS BANK	2019	W97A 033	-\$3.99	UNDER \$5.00 TOO SMALL TO COLLECT	D
124234	TW LAKE JOY REAL ESTATE LLC	2019	W120 095	-\$0.02	UNDER \$5.00 TOO SMALL TO COLLECT	D
124240	TAGHOLM DAVID B	2019	W62 A007	-\$0.52	UNDER \$5.00 TOO SMALL TO COLLECT	D
124283	TALTON WILLIE L	2019	W07 C015B	-\$2.00	UNDER \$5.00 TOO SMALL TO COLLECT	D
125633	USHER DAVID & SANDRA	2019	W61 A007C	-\$2.00	UNDER \$5.00 TOO SMALL TO COLLECT	D
125956	MCDANIEL BILLIE FRANK	2019	W34 A022A	-\$0.40	UNDER \$5.00 TOO SMALL TO COLLECT	D
125958	WACHOVIA BANK	2019	W84 C014A	-\$2.00	UNDER \$5.00 TOO SMALL TO COLLECT	D
126173	WALLACE BARBARA A & ANGELA L	2019	W54 B127	-\$0.90	UNDER \$5.00 TOO SMALL TO COLLECT	D
126970	WHITLOCK RONALD LEWIS & SUSIE LOUISE	2019	W47 F006	-\$4.79	UNDER \$5.00 TOO SMALL TO COLLECT	D
152407	MLC INC DBA MEADOWDALE LEARNING CENTER	2019	O0007250	-\$0.01	UNDER \$5.00 TOO SMALL TO COLLECT	D
153787	TAB ENTERPRISE INC	2019	O0026805	-\$0.40	UNDER \$5.00 TOO SMALL TO COLLECT	D
TOTAL WRITE OFF FOR 2019:				-\$59,895.00		
100164	AMBER PHINISEE PHOTOGRAPHY LLC	2018	O0040611	\$67.06	BOA - BUSINESS UNRETURNED PROPERTY	D
102226	LEVI MENI DBA MIDDLE GA LOCKSMITH	2018	O0041985	\$70.34	BOA - BUSINESS UNRETURNED PROPERTY	D

103518	SPORTS MIC LLC	2018	O0035670	\$35.73	BOA - BUSINESS UNRETURNED PROPERTY	D
170008	DAVIS EXXON MARKET DBA EXXON	2018	P6299	\$199.75	BOA - BUSINESS UNRETURNED PROPERTY	D
20287	CRAIG JOSHUA & COURTNEY	2018	W72AJ038	-\$39.92	BOA - VALUE SET BY APPEAL	D
1244	BAKER LARRY SR	2018	W79A 065	-\$287.02	BOA - VETERANS EXEMPTION	D
2344	BOLL KENT T & ROBERTA L	2018	W114 101	-\$685.03	BOA - VETERANS EXEMPTION	D
3501	BURNER TONY & DONNA J	2018	w77c 629	-\$572.05	BOA - VETERANS EXEMPTION	D
6208	CYREE JAMES T	2018	W94 163	-\$404.39	BOA - VETERANS EXEMPTION	D
7312	DUHART TRUMAN L	2018	W19C 034	-\$533.73	BOA - VETERANS EXEMPTION	D
7714	ELLIS TERRANCE M	2018	W136 068	-\$608.38	BOA - VETERANS EXEMPTION	D
8880	FULLER BENJAMIN ADAM	2018	W148 060	-\$809.18	BOA - VETERANS EXEMPTION	D
10644	HARRIS ALFRED	2018	W45 C009	-\$393.21	BOA - VETERANS EXEMPTION	D
10995	HEAD SARITA M	2018	W150 200	-\$809.18	BOA - VETERANS EXEMPTION	D
13041	JENKINS ALTHEA J	2018	W114 113	-\$700.20	BOA - VETERANS EXEMPTION	D
14911	LEE THEODORE JR & YASUKO	2018	W138 114	-\$809.17	BOA - VETERANS EXEMPTION	D
17534	MOORE JERRY III & AMY L	2018	W118 A042	-\$809.17	BOA - VETERANS EXEMPTION	D
17544	MOORE KELLY L	2018	W78R 065	-\$543.31	BOA - VETERANS EXEMPTION	D
17929	NAGY RICHARD JR	2018	W143 023	-\$665.87	BOA - VETERANS EXEMPTION	D
22452	SIMMONS ANTOINETTE	2018	W44C 008	-\$467.46	BOA - VETERANS EXEMPTION	D
22498	SIMON TAMMARA V	2018	W121 016	-\$539.72	BOA - VETERANS EXEMPTION	D
22882	SMITH LEROY & MARTHA ANN	2018	W83 D005	-\$199.60	BOA - VETERANS EXEMPTION	D
23593	STILLMAN GARY & MILLICENT C	2018	W119 039	-\$734.53	BOA - VETERANS EXEMPTION	D
24838	TOLBERT RAZINA & AL F SR	2018	W99A 134	-\$631.93	BOA - VETERANS EXEMPTION	D
27058	WILLIAMS ROBERT E & NATASHA A	2018	W110 010	-\$475.45	BOA - VETERANS EXEMPTION	D
27256	WILSON JOHN K & FIDELIS	2018	W116 079	-\$524.15	BOA - VETERANS EXEMPTION	D
10734	HARRIS LAVONDA M	2018	W22 E013	\$97.80	REMOVE EXEMPTION - CHG OF OWNERSHIP	D
TOTAL ADJUSTMENTS FOR 2018:				-\$11,771.97		
8807	FULLER BENJAMIN ADAM	2017	W148 060	-\$771.76	BOA - VETERANS EXEMPTION	D
12948	JENKINS ALTHEA	2017	W114 113	-\$650.09	BOA - VETERANS EXEMPTION	D
24734	TOLBERT RAZINA L & AL F SR	2017	W99A 134	-\$632.12	BOA - VETERANS EXEMPTION	D
10579	HARRIS ALFRED	2017	W45 C009	-\$393.33	BOA - VETERANS EXEMPTION	D
100164	AMBER PHINISEE PHOTOGRAPHY LLC	2017	O0040611	\$21.99	BOA - BUSINESS UNRETURNED PROPERTY	D
170009	DAVIS EXXON MARKET DBA EXXON	2017	P6299	\$199.29	BOA - BUSINESS UNRETURNED PROPERTY	D
TOTAL ADJUSTMENTS FOR 2017:				-\$2,226.02		
170008	DAVIS EXXON MARKET DBA EXXON	2016	P6299	\$92.01	BOA - UNRETURNED PROEPRTY	D
TOTAL ADJUSTMENTS FOR 2016:				\$92.01		

TOTAL ADJUSTMENTS FOR 2019: **-\$59,895.00**
TOTAL ADJUSTMENTS FOR 2018: **-\$11,771.97**
TOTAL ADJUSTMENTS FOR 2017: **-\$2,226.02**
TOTAL ADJUSTMENTS FOR 2016: **\$92.01**

TOTAL ADJUSTMENTS FOR JULY 1, 2019 THROUGH JUNE 30, 2020: **-\$73,800.98**

DRAFT

CITY OF WARNER ROBINS
STATE OF GEORGIA

RESOLUTION

WHEREAS, the Insurance Committee recommends the City renew an agreement with Arthur J Gallagher Risk Management Services, Inc. for workers compensation and loss control consulting services in the amount of \$40,000; and

WHEREAS, the Mayor and Council deem such recommendation to be beneficial.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the City of Warner Robins authorize Mayor Randy Toms and City Clerk Mandy Stella to execute an agreement with Arthur J Gallagher Risk Management Services, Inc. for a period of one year from signing of such agreement.

This _____ day of August, 2020.

CITY OF WARNER ROBINS

BY: _____
Randy Toms, Mayor

ATTEST

Mandy Stella, City Clerk

Compensation Agreement

City of Warner Robins & Arthur J. Gallagher

THIS COMPENSATION AGREEMENT is made and entered into and effective the 31 day of August, 2017 ("Effective Date") by and between CITY OF WARNER ROBINS, a Georgia Municipality ("Client"), and ARTHUR J. GALLAGHER, a Georgia corporation ("Gallagher").

I. TERM AND TERMINATION

This Agreement shall commence on the Effective Date for a term of one (1) year and shall automatically renew on the first anniversary of the Effective Date and annually thereafter for additional one- (1) year terms but may be terminated by either party at any time upon thirty (30) days prior written notice.

II. OBLIGATIONS OF GALLAGHER

Gallagher will provide the services set out on Exhibit A attached hereto (collectively, the "Services") to Client: workers compensation. If the Services include the placement of insurance coverages, Gallagher will use its commercial best efforts to secure such insurance coverages on Client's behalf. In the event an insurance company cancels or refuses to place the listed insurance, Gallagher will use its best commercial efforts to obtain the coverage from another insurance company. Gallagher will also provide the following Services: (1) risk identification; (2) loss measurement; (3) gathering and analysis of loss information; (4) verification of workers' compensation experience modifiers; (5) setting of risk retention levels; (6) development of retention financing plans; (7) development of insurance specifications; (8) negotiation with insurers regarding coverages, costs and payment options; (9) implementation of retained and transferred risk programs; (10) monitoring of annual program

III. OBLIGATIONS OF CLIENT

Client shall remunerate Gallagher its usual and customary brokerage commission for the Services. In addition to or in lieu of commission, Client shall pay Gallagher an annual fee of \$40,000 for the Services, which such fee may be revised at the time of renewal of this Agreement by the execution of an amendment to this Agreement signed by the parties hereto. Such Service(s) is additional and ancillary, which Gallagher is providing to Client as a licensed counselor. In receiving the fee stated herein, Gallagher will not be receiving any compensation from any other source on or relating to the same transaction. If work is required to be performed in addition to the Services, Client agrees to compensate Gallagher for such additional work at its usual and customary rates. So long as the terms and conditions of the Services are substantially similar and Gallagher's performance is acceptable, in subsequent years the annual fee shall be increased 4% over the prior year, and shall be payable and earned as provided herein.

IV. DISCLOSURES

- A. In addition to such fees and commissions provided herein, Gallagher may also receive investment income on fiduciary funds temporarily held by it, such as premiums or return premiums. Other parties, such as excess and surplus lines brokers, wholesalers, reinsurance intermediaries, underwriting managers, captive managers and similar parties, some of which may be owned in whole or in part by Gallagher's corporate parent, may earn and retain usual and customary commissions and fees in the course of providing insurance products to clients. Gallagher may also participate in contingent and supplemental commission arrangements with insurance companies. Contingent commission arrangements provide for additional contingent compensation if underwriting, profitability, volume or retention goals are achieved. Such goals are typically based on the total amount of certain insurance coverages placed by Gallagher with the

insurance company, not on an individual policy basis. Supplemental commissions, unlike contingents, are known at the effective date of the policy, but are typically paid later and apart from when usual and customary commission is paid. Any such fees or commission will not constitute compensation to Gallagher under Section III. above.

- B. Gallagher's fees under this Agreement shall be earned on the Effective Date (and any renewal thereof), and payable on invoicing. Client is responsible for payment of premiums for all insurance placed by Gallagher on its behalf. If any amount is not paid in full when due, including premium payments to insurance companies, that nonpayment will constitute a material breach of this Agreement that will allow Gallagher to immediately terminate this Agreement, at its option, without notice to Client. In addition, and not in lieu of the right to terminate, Gallagher reserves the right to apply return premiums or any other payment up to \$5,000 received by Gallagher on Client's behalf to any amounts owed by Client to Gallagher unless such return premiums or other payments are disputed by Client.
- C. Where applicable, insurance coverage placements which Gallagher makes on Client's behalf, may require the payment of federal excise taxes, surplus lines taxes, stamping or other fees, to the Internal Revenue Service (federal), various state(s) departments of revenue, state regulators, boards or associations. In such cases, Client is responsible for the payment of such taxes and/or fees, which will be identified separately by Gallagher on invoices covering these placements. Under no circumstances will these taxes or other related fees or charges be offset against the amount of Gallagher's brokerage fees or commissions referred to herein.
- D. Gallagher will not be operating in a fiduciary capacity, but only as Client's broker, obtaining a variety of coverage terms and conditions to protect the risks of Client's enterprise. Gallagher will seek to bind those coverages based upon Client's authorization, however, Gallagher can make no warranties in respect to policy limits or coverage considerations of the carrier. Actual coverage is determined by policy language, so read all policies carefully. Contact Gallagher with questions on these or any other issues of concern.

V. LIMITATION OF LIABILITY

Gallagher's liability to Client, arising from any negligent acts or omissions of Gallagher, whether related to the Services provided hereunder or not, shall not exceed \$20 million in the aggregate. Without limiting the foregoing, Gallagher shall only be liable for actual damages incurred by Client, and shall not be liable for any indirect, consequential or punitive damages.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first written above.

ARTHUR J. GALLAGHER

CITY OF WARNER ROBINS

By: _____

By: Randy Toms

Name: _____

Name: Randy Toms

Title: _____

Title: MAYOR

Date matching effective date or most recent amendment: August 31, 2017

EXHIBIT A

The following outlines services provided by Gallagher over the term of this Agreement:

- Workers Compensation Excess Insurance Marketing
- Workers Compensation Excess Insurance Placement
- Workers Compensation Excess Insurance Renewal Meetings
- Claims Advocacy
- Claims Cost Mitigation strategies
- Quarterly Claim File reviews
- Outside Legal Counsel/TPA Claim coordination
- Medical Panel Review
- Claims Cost Reduction
- Actuarial Reserve Analysis
- Other required assistance on the workers compensation program

Compensation Agreement

City of Warner Robins & Arthur J. Gallagher

THIS COMPENSATION AGREEMENT is made and entered into and effective the 31 day of August, 2017 ("Effective Date") by and between CITY OF WARNER ROBINS, a Georgia Municipality ("Client"), and ARTHUR J. GALLAGHER, a Georgia corporation ("Gallagher").

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Client shall remunerate Gallagher its usual and customary brokerage commission for the Services. In addition to or in lieu of commission, Client shall pay Gallagher an annual fee of \$40,000 for the Services, which such fee may be revised at the time of renewal of this Agreement by the execution of an amendment to this Agreement signed by the parties hereto. Such Service(s) is additional and ancillary, which Gallagher is providing to Client as a licensed counselor. In receiving the fee stated herein, Gallagher will not be receiving any compensation from any other source on or relating to the same transaction. If work is required to be performed in addition to the Services, Client agrees to compensate Gallagher for such additional work at its usual and customary rates. So long as the terms and conditions of the Services are substantially similar and Gallagher's performance is acceptable, in subsequent years the annual fee shall be increased 4% over the prior year, and shall be payable and earned as provided herein.

IV. DISCLOSURES

- A. In addition to such fees and commissions provided herein, Gallagher may also receive investment income on fiduciary funds temporarily held by it, such as premiums or return premiums. Other parties, such as excess and surplus lines brokers, wholesalers, reinsurance intermediaries, underwriting managers, captive managers and similar parties, some of which may be owned in whole or in part by Gallagher's corporate parent, may earn and retain usual and customary commissions and fees in the course of providing insurance products to clients. Gallagher may also participate in contingent and supplemental commission arrangements with insurance companies. Contingent commission arrangements provide for additional contingent compensation if underwriting, profitability, volume or retention goals are achieved. Such goals are typically based on the total amount of certain insurance coverages placed by Gallagher with the

insurance company, not on an individual policy basis. Supplemental commissions, unlike contingents, are known at the effective date of the policy, but are typically paid later and apart from when usual and customary commission is paid. Any such fees or commission will not constitute compensation to Gallagher under Section III. above.

- B. Gallagher's fees under this Agreement shall be earned on the Effective Date (and any renewal thereof), and payable on invoicing. Client is responsible for payment of premiums for all insurance placed by Gallagher on its behalf. If any amount is not paid in full when due, including premium payments to insurance companies, that nonpayment will constitute a material breach of this Agreement that will allow Gallagher to immediately terminate this Agreement, at its option, without notice to Client. In addition, and not in lieu of the right to terminate, Gallagher reserves the right to apply return premiums or any other payment up to \$5,000 received by Gallagher on Client's behalf to any amounts owed by Client to Gallagher unless such return premiums or other payments are disputed by Client.
- C. Where applicable, insurance coverage placements which Gallagher makes on Client's behalf, may require the payment of federal excise taxes, surplus lines taxes, stamping or other fees, to the Internal Revenue Service (federal), various state(s) departments of revenue, state regulators, boards or associations. In such cases, Client is responsible for the payment of such taxes and/or fees, which will be identified separately by Gallagher on invoices covering these placements. Under no circumstances will these taxes or other related fees or charges be offset against the amount of Gallagher's brokerage fees or commissions referred to herein.
- D. Gallagher will not be operating in a fiduciary capacity, but only as Client's broker, obtaining a variety of coverage terms and conditions to protect the risks of Client's enterprise. Gallagher will seek to bind those coverages based upon Client's authorization, however, Gallagher can make no warranties in respect to policy limits or coverage considerations of the carrier. Actual coverage is determined by policy language, so read all policies carefully. Contact Gallagher with questions on these or any other issues of concern.

V. LIMITATION OF LIABILITY

Gallagher's liability to Client, arising from any negligent acts or omissions of Gallagher, whether related to the Services provided hereunder or not, shall not exceed \$20 million in the aggregate. Without limiting the foregoing, Gallagher shall only be liable for actual damages incurred by Client, and shall not be liable for any indirect, consequential or punitive damages.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first written above.

ARTHUR J. GALLAGHER

CITY OF WARNER ROBINS

By: _____

By: Randy Toms

Name: _____

Name: RANDY TOMS

Title: _____

Title: MAYOR

Date matching effective date or most recent amendment: August 31, 2017

EXHIBIT A

The following outlines services provided by Gallagher over the term of this Agreement:

- Workers Compensation Excess Insurance Marketing
- Workers Compensation Excess Insurance Placement
- Workers Compensation Excess Insurance Renewal Meetings
- Claims Advocacy
- Claims Cost Mitigation strategies
- Quarterly Claim File reviews
- Outside Legal Counsel/TPA Claim coordination
- Medical Panel Review
- Claims Cost Reduction
- Actuarial Reserve Analysis
- Other required assistance on the workers compensation program



Client Authorization to Bind Coverage

After careful consideration of Gallagher's proposal dated 12/15/2016, we accept the following coverage(s). Please check the desired coverage(s) and note any coverage amendments below:

	LINE OF COVERAGE	CARRIER
<input checked="" type="checkbox"/> Accept <input type="checkbox"/> Reject	Excess Workers Compensation	Midwest Employers Casualty Company (W. R. Berkley Group)
<input checked="" type="checkbox"/> Accept <input type="checkbox"/> Reject	Opt# - \$500k/\$750k retention	
<input type="checkbox"/> Accept <input checked="" type="checkbox"/> Reject	Opt# 206505 - Excess Workers Compensation	
TRIA Cannot be rejected	TRIA Coverage	

The above coverage may not necessarily represent the entirety of available insurance products. If you are interested in pursuing additional coverages other than those addressed in the coverage considerations included in this proposal, please list below:

Producer/ Insured Coverage Amendments and Notes:

RT
Client Initials



Client Authorization to Bind Coverage

It is understood this proposal provides only a summary of the details; the policies will contain the actual coverages.

We confirm the values, schedules, and other data contained in the proposal are from our records and acknowledge it is our responsibility to see that they are maintained accurately.

We agree that your liability to us arising from your negligent acts or omissions, whether related to the insurance or surety placed pursuant to these binding instructions or not, shall not exceed \$20 million, in the aggregate. Further, without limiting the foregoing, we agree that in the event you breach your obligations, you shall only be liable for actual damages we incur and that you shall not be liable for any indirect, consequential or punitive damages.

By: Randy Toms, Mayor
Specify Title

Randy Toms
Print Name

Date: 2/21/2017

DRAFT

Client Authorization to Bind Coverage

It is understood this proposal provides only a summary of the details; the policies will contain the actual coverages.

We confirm the values, schedules, and other data contained in the proposal are from our records and acknowledge it is our responsibility to see that they are maintained accurately.

We agree that your liability to us arising from your negligent acts or omissions, whether related to the insurance or surety placed pursuant to these binding instructions or not, shall not exceed \$20 million, in the aggregate. Further, without limiting the foregoing, we agree that in the event you breach your obligations, you shall only be liable for actual damages we incur and that you shall not be liable for any indirect, consequential or punitive damages.

By: Randy Tom
Specify Title

Print Name

Date: _____

APPROVED AS TO
FORM AND CONTENT
Kristi Mures
CITY ATTORNEY

ATTEST
William C. Harte
William C. Harte, City Clerk

**CITY OF WARNER ROBINS
STATE OF GEORGIA**

RESOLUTION

WHEREAS, the City of Warner Robins (the “**City**”) is a municipal corporation and body politic and corporate organized pursuant to the Constitution and laws of the State of Georgia, managed and controlled by the Mayor and City Council of the City (the “**City Council**”); and

WHEREAS, the City is authorized by state law to provide water and wastewater services throughout the City and its service area; and

WHEREAS, the City Council adopted a resolution on February 18, 2020 expressing its intent to, among other things, reimburse certain costs incurred by the City prior to receipt of any proceeds of bonds in connection with constructing certain improvements and renovations to the City’s water and wastewater systems; and

WHEREAS, the City Council adopted a resolution on March 16, 2020 engaging certain professionals in connection with the issuance of bonds to provide funding for certain improvements and renovations to the City’s water and wastewater systems, authorized the commencement of proceedings for the issuance of wastewater revenue bonds (the “**Series 2020 Bonds**”) to fund certain improvements and renovations to the City’s water and wastewater systems, and to prepay, for the purpose of interest savings, a loan that the City obtained from the Georgia Environmental Finance Authority in 2009, which is currently outstanding in the approximate amount of \$2,585,329; and

WHEREAS, the City Council adopted a resolution on April 6, 2020 authorizing the Warner Robins Public Facilities Authority to issue its Revenue Refunding Bonds (City of Warner Robins Project), Series 2022 in the aggregate principal amount of \$17,208,000 for the purposes of providing funds to refund a portion of the Authority’s Revenue Bonds (Water and Sewer Project), Series 2012 and pay the costs of issuing the Series 2022 Refunding Bonds when they are issued on or about April 15, 2022; and

WHEREAS, the City Council proposes to approve the form of the bond resolution to be used in connection with the issuance of the Series 2020 Bonds, to approve the parameters of the Series 2020 Bonds, to approve the projects to be financed with a portion of the proceeds of the Series 2020 Bonds, and to engage additional professionals to provide services in connection with the issuance of the Series 2020 Bonds.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Warner Robins as follows:

Section 1. Recitals. The recitals contained in the above “**WHEREAS**” clauses shall be, and by this reference are hereby, incorporated into this Resolution (the “**Resolution**”) as a substantive part hereof.

Section 2. Hiring of Professionals. The following firms are hereby engaged to provide additional professional services in connection with the issuance of the Series 2020

Bonds:

(a) JPMorgan Securities, The Frazer Lanier Company, and Synovus Securities, Inc. shall serve as underwriters to the City.

(b) Raftelis Financial Consulting, Inc. shall serve as independent rate consultant to the City.

Section 3. Approval of Form of Bond Resolution. Authorization and direction are hereby provided for the City to issue the Series 2020 Bonds in the form provided in the the Bond Resolution presented at this meeting, which is attached hereto and marked Exhibit A. The Series 2020 Bonds shall be issued under and pursuant to said form of Bond Resolution to be adopted at a future meeting of City Council. The Series 2020 Bonds shall feature a yield not to exceed four percent (4%), and maximum annual debt service of \$3,000,000, and the maximum aggregate principal amount of to be issued not to exceed \$25,000,000. The security and source, or sources, of payment for the Series 2020 Bonds shall be as described in the form of Bond Resolution.

Section 4. Validation. The Mayor, with the advice of the City Attorney and Bond Counsel, is authorized and directed to cause to be prepared validation documents requesting that the Bonds and the security therefor be declared valid in all respects.

Section 5. Authorization of Preparation of Preliminary Official Statement. The preparation of a Preliminary Official Statement with respect to the Bonds is hereby approved.

Section 6. Approval of Projects. The projects described at Exhibit B attached hereto are hereby approved for financing with a portion of the proceeds of the Series 2020 Bonds.

Section 7. Further Authority. The Mayor, City Clerk, Chief Financial Officer, City Attorney, and all other proper officers and agents of the City 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 and intent of this resolution. The final proposed financial structure relating to the Series 2020 Bonds, including the exact principal amount of the Series 2020 Bonds, and the payments to be made by the City shall be approved by a future resolution of Mayor and Council.

Section 8. Interpretation. Except as specifically provided herein, 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 9. Conclusion. Copies of this Resolution shall be filed in the offices of the City Clerk and the City Attorney, and the Mayor shall sign and the City Clerk shall attest, each to the adoption of this Resolution.

[Signatures Follow]

ADOPTED this ____ day of _____, 2020.

MAYOR OF THE CITY OF WARNER ROBINS

ATTEST:

**CITY CLERK OF THE CITY OF
WARNER ROBINS**

DRAFT

Exhibit A

Form of Bond Resolution

[Attached]

DRAFT

[FORM OF BOND RESOLUTION]

MASTER BOND RESOLUTION

ADOPTED _____, 2020

**BY THE MAYOR AND COUNCIL OF THE
CITY OF WARNER ROBINS, GEORGIA**

RELATING TO

**CITY OF WARNER ROBINS, GEORGIA
WATER AND SEWER REVENUE REFUNDING
AND IMPROVEMENT BONDS
SERIES 2020**

This document was prepared by:

BUTLER SNOW LLP
577 Mulberry Street, Suite 1225
Macon, Georgia 31201
Telephone: (478) 238-1360

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A MASTER BOND RESOLUTION PROVIDING FOR THE ISSUANCE OF WATER AND SEWER REVENUE REFUNDING AND IMPROVEMENT BONDS, SERIES 2020; TO PROVIDE FUNDS TO PAY OR TO BE APPLIED TOWARD THE COST OF THE SERIES 2020 PROJECT (DEFINED HEREIN) AND PREPAYING ALL OF THE OUTSTANDING CITY OF WARNER ROBINS, GEORGIA PROMISSORY NOTE ISSUED MAY 8, 2007 IN THE ORIGINAL PRINCIPAL AMOUNT OF \$7,700,000 PAYABLE TO THE DRINKING WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FACILITIES AUTHORITY; TO PROVIDE FOR THE ISSUANCE UNDER CERTAIN TERMS AND CONDITIONS OF ADDITIONAL PARITY BONDS; TO PROVIDE FOR THE CREATION AND MAINTENANCE OF CERTAIN FUNDS; TO RATIFY AND AUTHORIZE THE PREPARATION, USE AND DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT AND A FINAL OFFICIAL STATEMENT IN CONNECTION WITH THE OFFER AND SALE OF THE SERIES 2020 BONDS; TO PROVIDE FOR THE ANNUAL SUBMISSION OF CERTAIN FINANCIAL INFORMATION AND OPERATING DATA PURSUANT TO RULE 15c2-12 OF THE SECURITIES AND EXCHANGE COMMISSION; AND FOR OTHER PURPOSES:

WHEREAS, the City of Warner Robins (the “**City**”) is a municipal corporation organized and validly existing pursuant to the Constitution and laws of the State of Georgia; and

WHEREAS, the City, acting by and through its governing body, the Mayor and Council of the City of Warner Robins, Georgia (the “**City Council**”), by virtue of the authority of the Constitution of the State of Georgia, the Act and Title 36, Chapter 82, Article 3 of the Official Code of Georgia Annotated, as amended (the “**Revenue Bond Law**”), is authorized to issue revenue bonds to acquire by redemption, payment or otherwise all or any part of the City’s outstanding water and sewerage revenue obligations, to fund a reasonably required debt service reserve fund and to acquire additional water and sewerage facilities by the addition thereto of improvements to the City’s water and sewerage system, as now existent and as hereafter added to, extended, improved, and equipped (the “**System**”), and to construct such additions, and to operate and maintain the System for its own use, and for the use of the public and to prescribe and revise rates, and to collect fees and charges for the services, facilities, and commodities furnished by the System; and

WHEREAS, the “Warner Robins Public Facilities Authority Act,” 2009 Ga. Laws 3942 (the “**Act**”), created the Warner Robins Public Facilities Authority (the “**PFA**”). The PFA is authorized by the Act to undertake any “project” which, pursuant to the Act, means any capital project which may be financed with revenue bonds under general laws in effect from time to time, which is located or to be located in the City (defined below), that is determined by the PFA to promote the public good or general welfare of the citizens of the City, or of the State, or any of its enterprises or systems, including, but not limited to, the acquisition, construction, renovation, improvement, extension, addition, or equipping within the City of:

- 1) Utility systems and improvements, including without limitation water and sewer systems and facilities, sewage and solid waste disposal systems and facilities, and electric, gas, and other similar facilities and systems;
- 2) Emergency facilities, including emergency, fire, police, and rescue facilities and equipment;
- 3) Recreational facilities, including parks, athletic fields, buildings, or facilities and other similar facilities or related equipment;
- 4) Public safety facilities, including prisons, jail, police stations, facilities, or equipment, and state patrol or other law enforcement facilities or equipment;
- 5) Educational, cultural, or historical facilities and equipment;
- 6) Administrative facilities or equipment, including city municipal buildings and other governmental buildings;
- 7) Courthouses, public libraries and jails;
- 8) Facilities relating to aviation, including, but not limited to, airports, airfields, airport terminals, hangars, control towers, facilities for the repair and maintenance of aircraft; and
- 9) Other facilities; any project may be leased to, subleased to, operated or otherwise used by the Authority and any other public body or any private person.

WHEREAS, pursuant to a resolution adopted on June 6, 2012 (the “**2012 PFA Resolution**”), as supplemented and amended, the PFA has heretofore authorized, issued, and delivered its \$28,220,000 Revenue Bonds (Water and Sewer Projects), Series 2012 for the purpose of financing certain upgrades to the City’s water and sewer system, (the “**Series 2012 PFA Bonds**”); and

WHEREAS, under the terms of an Intergovernmental Contract, dated as of the date of issuance of the Series 2012 PFA Bonds (the “**2012 PFA Contract**”), the City has agreed to pay to the PFA moneys sufficient to provide for the payment of the principal of and interest on the Series 2012 PFA Bonds and such payments have been assigned and pledged to the owner or owners of said bonds as security therefor; and

WHEREAS, pursuant to a resolution adopted on April 6, 2020 (the “**2020 PFA Resolution**,” and together with the 2012 PFA Resolution, the “**Prior PFA Resolutions**”), as supplemented and amended, the PFA has heretofore authorized the issuance of its \$17,280,000 Revenue Refunding Bonds (City of Warner Robins Project), Series 2022 for the purpose of providing funds to refund the Series 2012 PFA Bonds maturing on July 1, 2023 through and including 2032 and pay the costs of issuance of said bonds (the “**Series 2022 PFA Refunding Bonds**,” and together with the Series 2012 PFA Bonds, the “**Prior PFA Bonds**”); and

WHEREAS, under the terms of an Intergovernmental Contract, to be dated as of the date of issuance of the Series 2022 PFA Refunding Bonds (the “**2022 PFA Contract**”), the City will agree to pay to the PFA moneys sufficient to provide for the payment of the principal of and interest on the Series 2022 PFA Refunding Bonds and such payments will be assigned and pledged to the owner or owners of said bonds as security therefor; and

WHEREAS, upon the issuance of the Series 2022 PFA Refunding Bonds and the proper application of a portion of proceeds of the Series 2022 PFA Refunding Bonds sufficient to defease the Series 2012 PFA Bonds, the 2012 PFA Contract will be terminated and replaced by the obligations of the 2022 PFA Contract; and

WHEREAS, the City currently uses a portion of the revenues of the System to make its payments due under the 2012 PFA Contract and expects to continue to do so; and

WHEREAS, the City has determined that there is a need for the acquisition and construction of improvements, betterments, and extensions of the System, all as generally described in the Independent Rate Consultant’s Report dated May 14, 2020 (the “**Rate Consultant’s Report**”), as amended, prepared by Rafelis Financial Consultants, Inc., Maitland, Florida, which was presented and approved at a meeting of the City Council on June 15, 2020 and is on file in the Minute Book of the City and which is incorporated herein by reference and in accordance or substantially in accordance with plans and specifications on file from time to time with the City (the “**Series 2020 Project**”), and the City presently anticipates that the cost of the Series 2020 Project will be approximately \$22,500,000; and

WHEREAS, pursuant to Ordinance No. 13-20, which was adopted by City Council on June 15, 2020, City Council increased the water and wastewater monthly service rates and fees as well as approving additional annual rate increases through 2025 in accordance with the recommendations embodied in the Independent Rate Consultant’s Report; and

WHEREAS, the City has heretofore issued and delivered its Promissory Note dated May 8, 2007 in the aggregate principal amount of \$7,700,000.00 payable to Drinking Water State Revolving Fund, Administered by Georgia Environmental Facilities Authority (Loan # DWSRF 05-010) (the “**GEFA Loan**”), which GEFA Loan is currently outstanding in the aggregate principal amount of \$2,585,329; and

WHEREAS, the City Council, upon the recommendation from Terminus Municipal Advisors, LLC (the “**Financial Advisor**”), has determined that it is in the best interests of the citizens of the area served by the System for the City to make the additions, extensions, and improvements to the System described above as the Series 2020 Project and to prepay the GEFA Loan to effect debt service savings, and the City has further determined that the most feasible means of (i) financing the Series 2020 Project, (ii) prepaying the GEFA Loan, (iii) funding a debt service reserve account for the Series 2020 Bonds and (iv) paying the costs of issuance of the Series 2020 Bonds is through the issuance of its water and sewerage revenue bonds on the terms described in this Master Bond Resolution to be designated as “City of Warner Robins, Georgia Water and Sewer Revenue Refunding and Improvement Bonds, Series 2020” (the “**Series 2020 Bonds**”) in an aggregate principal amount of \$ _____; and

WHEREAS, upon the prepayment of the GEFA Loan, the 2012 PFA Contract will be the only obligation of the City outstanding having as its source of payment the “pledged revenues” of the System; and

WHEREAS, the City proposes to provide for the issuance (from time to time, under certain circumstances as described herein) of Additional Bonds (hereinafter defined) ranking as to lien on the Pledged Revenues on a parity with the lien thereon securing the Series 2020 Bonds and Subordinate Bonds (hereafter defined); and

WHEREAS, the City intends to offer the Series 2020 Bonds pursuant to a Preliminary Official Statement (the “**Preliminary Official Statement**”); and

WHEREAS, it is proposed that the City should ratify the preparation, use and distribution of the Preliminary Official Statement and authorize the execution, use and distribution of an Official Statement relating to the Series 2020 Bonds; and

WHEREAS, it is further proposed that the City should authorize the execution, delivery and performance of a Continuing Disclosure Certificate, dated the date of the issuance and delivery of the Series 2020 Bonds; and

WHEREAS, it is further proposed that the City should appoint a paying agent and registrar and various fund depositories for the Series 2020 Bonds; and

WHEREAS, the City proposes to adopt certain policies and procedures with respect to tax-exempt debt (the “**Tax Policy**”), a form of which is attached hereto as Exhibit B;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Warner Robins, Georgia, as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions.

In addition to the terms hereinabove defined, whenever the following terms are used in this Master Bond Resolution, the same, unless the context shall clearly indicate another or different meaning or intent, shall be construed or used and are intended to have the following meaning:

“2012 PFA Contract” means that certain Intergovernmental Contract, dated as of the date of issuance of the Series 2012 PFA Bonds, under which the City has agreed to pay to the PFA moneys sufficient to provide for the payment of the principal of and interest on the Series 2012 PFA Bonds.

“2012 PFA Resolution” means the resolution adopted by the PFA on June 6, 2012, as supplemented and amended, authorizing the issuance and deliverance of its \$28,220,000 Revenue Bonds (Water and Sewer Projects), Series 2012 for the purpose of financing certain upgrades to the City’s water and sewer system.

“2020 PFA Resolution” means the resolution adopted by the PFA on April 6, 2020 as supplemented and amended, wherein the PFA authorized the issuance of its \$17,280,000 Revenue Refunding Bonds (City of Warner Robins Project), Series 2022 for the purpose of providing funds to refund the Series 2012 PFA Bonds maturing on July 1, 2023 through and including 2032 and pay the costs of issuance of said bonds.

“2022 PFA Contract” means that certain Intergovernmental Contract, dated as of the date of issuance of the Series 2022 PFA Refunding Bonds, under which the City has agreed to pay to the PFA moneys sufficient to provide for the payment of the principal of and interest on the Series 2022 PFA Refunding Bonds.

“Accreted Value” means, with respect to each Compound Interest Bond, the principal amount of such Compound Interest Bond, plus, on the date of calculation, the interest accrued thereon to such date compounded at the interest rate thereof on each compounding date contained in such Compound Interest Bond, and, with respect to any calculation on a date other than a compounding date, the Accreted Value means the Accreted Value as of the preceding compounding date plus interest on such amount from such compounding date to the date of calculation at a rate equal to the interest rate on such Compound Interest Bond.

“Additional Bonds” means any revenue bonds of the City ranking on parity with the Series 2020 Bonds which may hereafter be issued pursuant to Sections 6.2 and 6.3 of this Master Bond Resolution.

“Additional Interest” means, for any period during which any Pledged Bonds are owned by a Liquidity Facility Issuer pursuant to a Liquidity Facility or Liquidity Facility Agreement, the amount of interest accrued on such Pledged Bonds at the Pledged Bond Rate less

the amount of interest that would have accrued during such period on an equal principal amount of Bonds at the Bond Rate.

“Annual Budget” means the annual budget of the City relating to the System (which shall include all costs, obligations, and expenses properly allocable to the System), as amended or supplemented in accordance with established procedures of the City, adopted or in effect for a particular Fiscal Year.

“Authorized Denominations” means (a) with respect to the Series 2020 Bonds, \$5,000 and any integral multiple thereof and (b) with respect to future series of Bonds, the authorized denominations specified in the Series Resolution authorizing such Bonds.

“Balloon Bonds” means any series of Bonds 25% or more of the original principal amount of which (i) is due in any 12-month period or (ii) may, at the option of the Bondholders, be required to be redeemed, prepaid, purchased directly or indirectly by the City, or otherwise paid in any 12-month period; provided that, in calculating the principal amount of such Bonds due or required to be redeemed, prepaid, purchased, or otherwise paid in any 12-month period, such principal amount shall be reduced to the extent that all or any portion of such amount is required to be redeemed or amortized prior to such 12-month period.

“Balloon Date” means any Principal Maturity Date or Put Date on which more than 25% of the original principal amount of related Balloon Bonds mature or are subject to mandatory redemption or could, at the option of the Bondholders, be required to be redeemed, prepaid, purchased directly or indirectly by the City, or otherwise paid.

“Beneficial Owner” means the owner of a beneficial interest in the Bonds registered in Book-Entry Form.

“Bond Counsel” means any firm of nationally recognized bond counsel experienced in matters relating to tax-exempt financing appointed by the City.

“Bond Rate” means the rate of interest per annum payable on specified Bonds other than Pledged Bonds.

“Bond Register” means the registration books maintained and to be maintained by the Bond Registrar.

“Bond Registrar” means the commercial bank designated by the City with respect to any series of Bonds. Such Bond Registrar shall perform the duties required of Bond Registrar set forth in the Bond Resolution. Wells Fargo Bank is hereby designated as Bond Registrar for the Series 2020 Bonds.

“Bond Resolution” means this Master Bond Resolution as it may from time to time be modified, supplemented, or amended by Supplemental Resolutions.

“Bondholder” means the registered owner of one or more Bonds.

“Bonds” means any revenue bonds authorized by and authenticated and delivered by the City pursuant to the Bond Resolution, including the Series 2020 Bonds, any Additional Bonds and Subordinate Bonds.

“Book-Entry Form” or **“Book-Entry System”** means, with respect to the Bonds, a form or system, as applicable, under which (a) the ownership of beneficial interests in Bonds and bond service charges may be transferred only through book-entry and (b) physical Bonds in fully registered form are registered only in the name of a Securities Depository or its nominee as holder, with physical Bonds in the custody of a Securities Depository.

“Capital Improvement Account” the account described in Section 4.1.

“Capitalized Interest Account” means the Capitalized Interest Account within the Sinking Fund established in Article V.

“City” means Warner Robins, Georgia, a municipal corporation of the State, existing as such pursuant to the Constitution, statutes and laws of the State.

“Code” means the Internal Revenue Code of 1986, as amended and any regulations promulgated thereunder.

“Commitment,” when used with respect to Balloon Bonds, means a binding written commitment from a financial institution, surety, or insurance company to refinance such Bonds on or prior to any Balloon Date thereof, including without limitation any Liquidity Facility for such Bonds.

“Common Debt Service Reserve Account” means the Common Debt Service Reserve Account within the Sinking Fund established in Article V.

“Compound Interest Bonds” means Bonds that bear interest which is calculated based on periodic compounding, payable only at maturity or earlier redemption.

“Construction Fund” means the City of Warner Robins, Georgia Water and Sewer Construction Fund created in Section 4.1.

“Construction Fund Depository” means the commercial bank appointed by the City to maintain the Construction Fund.

“Costs,” with respect to any Project, means the total cost, paid or incurred, to study, plan, design, finance, acquire, construct, reconstruct, install, or otherwise develop the Project and shall include, but shall not be limited to, the following costs and expenses relating to such Project and the reimbursement to the City for any such items previously paid by the City:

- (i) the cost of all lands, real or personal properties, rights, easements, and franchises acquired;
- (ii) the cost of all machinery and equipment, financing charges, and interest prior to and during construction and for six months after completion of construction;

(iii) the cost of the acquisition, construction, reconstruction, or installation of any Project;

(iv) the cost of engineering, architectural, development, and supervisory services, fiscal agents' and legal expenses, plans and specifications, and other expenses necessary or incident to determining the feasibility or practicability of any Projects, administrative expenses, and such other expenses as may be necessary or incident to any financing by Bonds;

(v) the cost of placing any Project in operation;

(vi) the cost of condemnation of property necessary for such construction and operation;

(vii) the costs of issuing any Bonds to finance any Project or to refund any Bonds; and

(viii) any other costs that may be incident to any Project.

“Credit Facility” means any letter of credit, insurance policy, guaranty, surety bond, or similar obligation, arrangement, or instrument issued by a bank, insurance company, or other financial institution that is used by the City to enhance the City's credit by assuring owners of any of the Bonds that principal of and interest on such Bonds will be paid promptly when due. The term Credit Facility shall not include a Reserve Account Credit Facility.

“Credit Facility Agreement” means an agreement between the City and a Credit Facility Issuer pursuant to which the Credit Facility Issuer issues a Credit Facility and may include the promissory note or other instrument evidencing the City's obligations to a Credit Facility Issuer pursuant to a Credit Facility Agreement. The term Credit Facility Agreement shall not include a Reserve Account Credit Facility.

“Credit Facility Issuer” means any issuer of a Credit Facility then in effect for all or part of the Bonds. The term Credit Facility Issuer shall not include any Reserve Account Credit Facility Provider. Whenever in the Bond Resolution the consent of the Credit Facility Issuer is required, such consent shall only be required from the Credit Facility Issuer whose Credit Facility is issued with respect to the Bonds for which the consent is required.

“Debt Service Requirement” means the total principal and interest coming due, whether at maturity or upon mandatory redemption, in any specified period. For purposes of calculating the Debt Service Requirement, the following assumptions shall be used:

(a) If any Bonds Outstanding or proposed to be issued shall bear interest at a Variable Rate, the interest coming due in any specified future period shall be determined as if the Variable Rate in effect at all times during such future period equaled (1) the average of the actual Variable Rates that were in effect (weighted according to the length of the period during which each such Variable Rate was in effect) for the most recent twelve-month period immediately preceding the date of calculation for which such information is available (or shorter period if such information is not available for a

twelve-month period), or (2) if no such Bonds are then Outstanding, the thirty year *Revenue Bond Index* most recently published in The Bond Buyer or if the *Revenue Bond Index* is no longer available, the current average annual long-term fixed rate of interest on securities of similar quality and having a similar maturity date as certified by a Financial Advisor.

(b) If any Compound Interest Bonds are Outstanding or proposed to be issued, the total principal and interest coming due in any specified period shall be determined, with respect to such Compound Interest Bonds, by Series Resolution of the City authorizing such Compound Interest Bonds.

(c) With respect to any Bonds secured by a Financial Facility, Debt Service Requirement shall include (i) any City Council or commitment fee obligations with respect to such Financial Facility, (ii) the outstanding amount of any Reimbursement Obligation owed to the relevant Financial Facility Issuer and interest thereon, (iii) any Additional Interest owed on Pledged Bonds to a Liquidity Facility Issuer, and (iv) any remarketing agent fees.

(d) With respect to any Hedged Bonds, the interest on such Hedged Bonds during any Hedge Period and for so long as the provider of the related Hedge Agreement has not defaulted on its payment obligations thereunder shall be calculated by adding (x) the amount of interest payable by the City on such Hedged Bonds pursuant to their terms and (y) the amount of Hedge Payments payable by the City under the related Hedge Agreement and subtracting (z) the amount of Hedge Receipts payable by the provider of the related Hedge Agreement at the rate specified in the related Hedge Agreement; provided, however, that to the extent that the provider of any Hedge Agreement is in default thereunder, the amount of interest payable by the City on the related Hedged Bonds shall be the interest calculated as if such Hedge Agreement had not been executed. In determining the amount of Hedge Payments or Hedge Receipts that are not fixed throughout the Hedge Period (*i.e.*, which are variable), payable or receivable for any future period, such Hedge Payments or Hedge Receipts for any period of calculation (the “**Determination Period**”) shall be computed by assuming that the variables comprising the calculation (*e.g.*, indices) applicable to the Determination Period are equal to the average of the actual variables that were in effect (weighted according to the length of the period during which each such variable was in effect) for the most recent twelve-month period immediately preceding the date of calculation for which such information is available (or shorter period if such information is not available for a twelve-month period).

(e) For the purpose of calculating the Debt Service Requirement on Balloon Bonds (1) which are subject to a Commitment or (2) which do not have a Balloon Date within 12 months from the date of calculation, such Bonds shall be assumed to be amortized in substantially equal annual amounts to be paid for principal and interest over an assumed amortization period of 25 years at an assumed interest rate (which shall be the thirty year *Revenue Bond Index* most recently published in The Bond Buyer or if the *Revenue Bond Index* is no longer available, the interest rate certified by a Financial Advisor to be the interest rate at which the City could reasonably expect to borrow the

same amount by issuing Bonds with the same priority of lien as such Balloon Bonds and with a 25-year term); provided, however, that if the maturity of such Bonds (taking into account the term of any Commitment) is in excess of 25 years from the date of issuance, then such Bonds shall be assumed to be amortized in substantially equal annual amounts to be paid for principal and interest over an assumed amortization period of years equal to the number of years from the date of issuance of such Bonds to maturity (including the Commitment) and at the interest rate applicable to such Bonds.

(f) For the purpose of calculating the Debt Service Requirement on Balloon Bonds (1) which are not subject to a Commitment and (2) which have a Balloon Date within 12 months from the date of calculation, the principal payable on such Bonds on the Balloon Date shall be calculated as if paid on the Balloon Date.

(g) The principal of and interest on Bonds and Hedge Payments shall be excluded from the determination of Debt Service Requirement to the extent that the same were or are expected to be paid with amounts on deposit on the date of calculation (or Bond proceeds to be deposited on the date of issuance of proposed Bonds) in the Construction Fund, the Sinking Fund, or a similar fund for Subordinate Bonds.

(h) With respect to any Federal Credit Payment Bonds, the interest on such Federal Credit Payment Bonds for so long as the Federal government continues to pay the Federal Credit Payments to the City shall be calculated by subtracting the amount of Federal Credit Payments paid or payable by the Federal government with respect to such Federal Credit Payment Bonds from the amount of interest payable by the City on such Federal Credit Payment Bonds pursuant to their terms.

“Debt Service Reserve Requirement” means as of any date of calculation, for all Outstanding Bonds participating in the Common Debt Service Reserve Account, an amount equal to the least of (a) 10% of the original principal amount of Bonds, (b) the maximum annual Debt Service Requirement on Bonds payable in any Fiscal Year or (c) 125% of the average annual Debt Service Requirement on Bonds payable in the then current or any succeeding Fiscal Year. For a series of Bonds participating in a separately created Series Debt Service Reserve Account, the phrase “Debt Service Reserve Requirement” shall be defined in a Supplemental Resolution establishing such Series Debt Service Reserve Account. If a series of Bonds is issued as tax-exempt or tax-advantaged, the Debt Service Reserve Requirement shall not exceed the amount permitted by applicable federal law.

“Depository” means the depository of each fund established under the Bond Resolution, and any successor depository of such fund hereafter designated by the City in a Supplemental Resolution.

“DTC” means The Depository Trust Company, New York, New York, or its nominee, or its successors and assigns, or any other depository performing similar functions under the Bond Resolution.

“Event of Default” means any of the events defined as such in Article IX.

“Expenses of Operation and Maintenance” means all expenses reasonably incurred in connection with the operation and maintenance of the System, including salaries, wages, the cost of materials and supplies, rentals of leased property, if any, management fees, payments to others for the purchase of water, if any, and for the treatment and disposal of sewerage, the cost of audits, Paying Agent’s and Bond Registrar’s fees, payment of premiums for insurance required by the Bond Resolution and other insurance that the City deems prudent to carry on the System and its operations and personnel, and, generally, all expenses, exclusive of interest on the Bonds and depreciation or amortization, that under accounting principles generally accepted for municipal utility purposes are properly allocable to operation and maintenance; however, only such expenses as are reasonably and properly necessary or desirable for the proper operation and maintenance of the System shall be included. “Expenses of Operation and Maintenance” also includes the City’s obligations under any contract with any other political subdivision or public agency or authority of one or more political subdivisions pursuant to which the City undertakes to make payments measured by the expenses of operating and maintaining any facility that constitutes part of the System and that is owned or operated in part by the City and in part by others.

“Federal Credit Payment Bonds” means any Bonds for which the City shall be entitled to receive Federal Credit Payments.

“Federal Credit Payments” means any periodic direct federal credit payments required to be paid by the Federal government to the City relating to any series of Bonds in an amount equal to a percentage of the interest payments on such Bonds if the City irrevocably elected in a Supplemental Resolution authorizing the issuance of such Bonds to include such direct federal credit payments in the definition of “Operating Revenues” herein.

“Financial Advisor” means an investment banking or financial advisory firm, commercial bank, or any other Person who or which is appointed by the City for the purpose of passing on questions relating to the availability and terms of specified types of Bonds and is actively engaged in and, in the good faith opinion of the City, has a favorable reputation for skill and experience in underwriting or providing financial advisory services in respect of similar types of securities.

“Financial Facility” means a Credit Facility or a Liquidity Facility.

“Financial Facility Agreement” means a Credit Facility Agreement or a Liquidity Facility Agreement.

“Financial Facility Issuer” means a Credit Facility Issuer or a Liquidity Facility Issuer.

“Fiscal Year” means the 12-month period used by the City for its general accounting purposes, as it may be changed from time to time. The Fiscal Year at the time this Master Bond Resolution was adopted began on July 1, 2020 and ended on June 30, 2021 of the following year.

“Fitch” means Fitch, Inc., doing business as Fitch Ratings, or, if such limited partnership is dissolved or liquidated or otherwise ceases to perform securities rating services, such other nationally recognized securities rating agency as may be designated in writing by the City. The notice address of Fitch shall be One State Street Plaza, New York, New York 10004.

“Forecast Period” means a period of five consecutive Fiscal Years commencing with the Fiscal Year after the later of (1) the Fiscal Year in which any proposed Additional Bonds are to be issued or (2) the Fiscal Year in which any Project to be financed with the proceeds of any proposed Additional Bonds is expected to be completed.

“GEFA Loan” means the \$7,700,000.00 loan payable to Drinking Water State Revolving Fund, Administered by Georgia Environmental Facilities Authority (Loan # DWSRF 05-010), dated May 8, 2007, which loan is currently outstanding in the aggregate principal amount of \$2,585,329.

“Government Loans” means loans to the City by the government of the United States or the State, or by any department, authority, or agency of either, for the purpose of acquiring, constructing, reconstructing, improving, bettering, or extending any part of the System.

“Government Obligations” means (a) obligations of the United States and of its agencies and instrumentalities, (b) obligations fully insured or guaranteed by the United States government or United States government agency or (c) obligations of any corporation of the United States government (including any obligations described in (a), (b) or (c) issued or held in book-entry form on the books of the Department of the Treasury of the United States of America).

“Hedge Agreement” means, without limitation, (i) any contract known as or referred to or which performs the function of an interest rate swap agreement, currency swap agreement, forward payment conversion agreement, or futures contract; (ii) any contract providing for payments based on levels of, or changes or differences in, interest rates, currency exchange rates, or stock or other indices; (iii) any contract to exchange cash flows or payments or series of payments; (iv) any type of contract called, or designed to perform the function of, interest rate floors, collars, or caps, options, puts, or calls, to hedge or minimize any type of financial risk, including, without limitation, payment, currency, rate, or other financial risk; and (v) any other type of contract or arrangement that the City determines is to be used, or is intended to be used, to manage or reduce the cost of any Bonds, to convert any element of any Bonds from one form to another, to maximize or increase investment return, to minimize investment return risk, or to protect against any type of financial risk or uncertainty.

“Hedge Payments” means amounts payable by the City pursuant to any Hedge Agreement, other than termination payments, fees, expenses, and indemnity payments.

“Hedge Period” means the period during which a Hedge Agreement is in effect.

“Hedge Receipts” means amounts payable by any provider of a Hedge Agreement pursuant to such Hedge Agreement, other than termination payments, fees, expenses, and indemnity payments.

“Hedged Bonds” means any Bonds for which the City shall have entered into a related Hedge Agreement.

“Independent Certified Public Accountant” means a certified public accountant, or a firm of certified public accountants, who or which is “independent” as that term is defined in Rule 101 and related interpretations of the Code of Professional Ethics of the American Institute of Certified Public Accountants, of recognized standing, who or which does not devote his or its full time to the City (but who or which may be regularly retained by the City).

“Independent Engineer” means an engineer or engineering firm licensed to engage in the independent practice of engineering under the laws of the State of Georgia (i) that has no continuing employment or business relationship or other connection with the City which might compromise or interfere with the independent judgement of such engineer or engineering firm in the performance of any services to be performed hereunder as an Independent Engineer and (ii) that has a favorable nationwide reputation for skill and experience in the engineering, management, construction and operation of water systems, sewer systems and other environmental systems.

“Independent Rate Consultant” means a firm of utility consultants experienced in the planning, management, and financial operations of water and sewer systems and having a nationally recognized reputation for such work.

“Interest Account” means the Interest Account within the Sinking Fund established in Article V.

“Interest Payment Date” means (a) with respect to the Series 2020 Bonds, each January 1 and July 1, commencing January 1, 2021 and (b) with respect to other series of Bonds, the interest payment date specified in the Supplemental Resolution authorizing such Bonds.

“Investment Earnings” means all interest received on and profits derived from investments made with Pledged Revenues or any moneys in the funds and accounts established under Article V.

“Liquidity Facility” means any letter of credit, standby bond purchase agreement, line of credit, revolving credit agreement, or similar obligation, arrangement, or instrument issued by a bank, insurance company, or other financial institution that is used by the City to perform one or more of the following tasks: (i) providing liquidity for the owners of Bonds through undertaking to cause Bonds to be bought from the owners thereof when submitted pursuant to an arrangement prescribed by a Series Resolution; or (ii) remarketing any Bonds so submitted to the Liquidity Facility Issuer (whether or not the same Liquidity Facility Issuer is remarketing the Bonds).

“Liquidity Facility Agreement” means an agreement between the City and a Liquidity Facility Issuer pursuant to which the Liquidity Facility Issuer issues a Liquidity Facility and may include the promissory note or other instrument evidencing the City’s obligations to a Liquidity Facility Issuer pursuant to a Liquidity Facility Agreement.

“Liquidity Facility Issuer” means any issuer of a Liquidity Facility then in effect for all or part of the Bonds.

“Moody’s” means Moody’s Investors Service, Inc. or, if such corporation is dissolved or liquidated or otherwise ceases to perform securities rating services, such other nationally recognized securities rating agency as may be designated in writing by the City. The notice address of Moody’s shall be 7 World Trade Center, 250 Greenwich Street, New York, New York 10007.

“Net Operating Revenues” means Operating Revenues after provision for payment of all Expenses of Operation and Maintenance and excluding Federal Credit Payments.

“Operating Revenues” means all income and revenue of any nature derived from the operation of the System, including monthly water and sewerage billings, service charges, other charges for water and sewerage service and the availability thereof (other than any special assessment proceeds), connection or tap fees (whether accounted for as revenues or as contributed capital), local, state, or federal grants or other moneys received for the payment of Expenses of Operation and Maintenance and any Federal Credit Payments, but excluding local, state, or federal grants, loans, capital improvement contract payments, or other moneys received for capital improvements to the System and excluding Investment Earnings.

“Other System Obligations” means obligations of any kind, including but not limited to, Government Loans, revenue bonds, capital leases, installment purchase agreements, or notes (but excluding Bonds and related obligations to Financial Facility Issuers, Reserve Account Credit Facility Providers and Qualified Hedge Providers), incurred or issued by the City to finance or refinance the cost of acquiring, constructing, reconstructing, improving, bettering, or extending any part of the System or for any other purpose with respect to the System.

“Outstanding” means, when used in reference to the Bonds, all Bonds that have been duly authenticated and delivered under the Bond Resolution, with the exception of (a) Bonds in lieu of which other Bonds have been issued under agreement to replace lost, mutilated, stolen, or destroyed obligations, (b) Bonds surrendered by the owners in exchange for other Bonds under Section 2.6 or Section 3.4, and (c) Bonds for the payment of which provision has been made in accordance with Article IX. In determining the amount of Compound Interest Bonds Outstanding under the Bond Resolution, the Accreted Value of such Compound Interest Bonds at the time of determination shall be used.

“Participants” means those financial institutions for which the Securities Depository effects book-entry transfers and pledges of securities deposited with the Securities Depository in the Book-Entry System, as such listing exists at the time of such reference.

“Paying Agent” means initially Wells Fargo Bank, Atlanta, Georgia and the commercial bank or banks appointed by the City to serve as paying agent in accordance with the terms of the Bond Resolution for any series of Bonds.

“Permitted Investments” means and includes any of the following securities, if and to the extent the same are at the time legal for investment of City funds:

- (a) the local government investment pool created in Chapter 83 of Title 36 of the Official Code of Georgia Annotated, as amended;

(b) bonds or obligations of the City, or bonds or obligations of the State of Georgia, or of other counties, municipal corporations, and political subdivisions of the State of Georgia;

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

(d) 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 a nationally recognized rating service of at least one of the three highest rating categories available and have a nationally recognized market;

(e) 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 the 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;

(f) certificates of deposit of national or state banks located within the State of Georgia 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 of Georgia 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 any bonds. 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 of Georgia or with a trust office located within the State of Georgia, 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 of Georgia or other states or of any county or municipal corporation in the State of Georgia, obligations of the United States or subsidiary corporations referred to in paragraph (c) above, obligations of the agencies and instrumentalities of the United States government referred to in

paragraph (d) above, or bonds, obligations, or project notes of public housing agencies, urban renewal agencies, or municipalities referred to in paragraph (e) above;

(g) 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:

(i) the portfolio of such investment company or investment trust or common trust fund is limited to the obligations referred to in paragraph (c) and (d) above and repurchase agreements fully collateralized by any such obligations;

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

(iii) 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

(iv) 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 of Georgia; and

(h) 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 moneys so placed to be available for use at the time provided with respect to the investment or reinvestment of such moneys; and

(i) any other investments authorized by the laws of the State of Georgia from time to time.

“Person” means any natural person, firm, association, corporation, limited liability company, partnership, joint stock company, joint venture, trust, unincorporated organization or firm, or a government or any agency or political subdivision thereof or other public body.

“PFA” means the Warner Robins Public Facilities Authority created by the “Warner Robins Public Facilities Authority Act,” 2009 Ga. Laws 3942.

“Pledged Bond” means any Bond purchased and held by a Liquidity Facility Issuer pursuant to a Liquidity Facility Agreement. A Bond shall be deemed a Pledged Bond only for the actual period during which such Bond is owned by a Liquidity Facility Issuer pursuant to a Liquidity Facility Agreement.

“Pledged Bond Rate” means the rate of interest payable on Pledged Bonds, as may be provided in a Liquidity Facility or Liquidity Facility Agreement.

“Pledged Revenues” means Operating Revenues, after provision for payment of all Expenses of Operations and Maintenance, and Investment Earnings.

The term **“principal”** means the principal amount of any Bond and includes the Accreted Value of any Compound Interest Bonds. All references to principal shall be construed as if they were also references to Accreted Value with respect to Compound Interest Bonds.

“Principal Account” means the Principal Account within the Sinking Fund established in Article V.

“Principal Maturity Date” means each date on which principal is to become due on any Bonds, by maturity or mandatory sinking fund redemption, as established in the Series Resolution for such Bonds.

“Prior PFA Bonds” means the Outstanding Series 2012 PFA Bonds or the Outstanding Series 2022 Bonds issued pursuant to the Prior PFA Resolutions, which shall be construed to be Other System Obligations.

“Prior PFA Resolutions” means the 2012 PFA Resolution and the 2020 PFA Resolution.

“Project” means the acquisition, construction, reconstruction, improvement, betterment, extension, or equipping of the System, in whole or in part, with the proceeds of any Bonds.

“Projected Interest Payment” means that sum, redetermined by the City monthly, which would have to be accumulated in the Interest Account by the next Interest Payment Date to pay interest on Bonds that bear interest at a Variable Rate if such Variable Rate should continue to equal the rate borne by such Bonds on the date of calculation.

“Put Date” means any date on which a Bondholder may elect to have Balloon Bonds redeemed, prepaid, purchased directly or indirectly by the City, or otherwise paid.

“Qualified Hedge Provider” means an entity whose senior unsecured long term obligations, financial program rating, counterparty rating, or claims paying ability, or whose payment obligations under the related Hedge Agreement are absolutely and unconditionally guaranteed by an entity whose senior unsecured long term obligations, financial program rating, counterparty rating, or claims paying ability, are rated either (i) at least as high as the middle range of the third highest rating category of each Rating Agency, but in no event lower than any Rating on the related Hedged Bonds at the time of execution of the Hedge Agreement, or (ii) in any such lower Rating that each Rating Agency indicates in writing to the City will not, by itself,

result in a reduction or withdrawal of its Rating on the related Hedged Bonds that is in effect prior to entering into the Hedge Agreement. An entity's status as a "Qualified Hedge Provider" is determined only at the time the City enters into a Hedge Agreement with such entity and cannot be redetermined with respect to that Hedge Agreement.

"Rating" means a rating in one of the categories by a Rating Agency, disregarding pluses, minuses, and numerical gradations.

"Rating Agencies" or **"Rating Agency"** means Fitch, Moody's, or Standard & Poor's or any successors thereto and any other nationally recognized credit rating agency then maintaining a rating on any Bonds at the request of the City. If at any time a particular Rating Agency does not have a rating outstanding with respect to the relevant Bonds, then a reference to Rating Agency or Rating Agencies shall not include such Rating Agency.

"Rebate Fund" means the City of Warner Robins, Georgia Water and Sewer System Rebate Fund established in Section 5.2(b)(ii).

"Record Date" means (a) with respect to the Series 2020 Bonds, the fifteenth day of the calendar month preceding each Interest Payment Date and (b) with respect to any other series of Bonds, the record date specified in the Supplemental Resolution authorizing such Bonds.

"Reimbursement Obligation" means the obligation of the City to directly reimburse any Financial Facility Issuer for amounts paid by such Financial Facility Issuer under a Financial Facility, whether or not such obligation to so reimburse is evidenced by a promissory note or other similar instrument.

"Reserve Account Credit Facility" means the letter of credit, insurance policy, line of credit, or surety bond, together with any substitute or replacement therefor, if any, complying with the provisions of the Bond Resolution, thereby fulfilling all or a portion of the Debt Service Reserve Requirement.

"Reserve Account Credit Facility Provider" means any provider of a Reserve Account Credit Facility.

"Revenue Bond Law" means the Revenue Bond Law (O.C.G.A. Section 36-82-60 *et seq.*), as amended from time to time.

"Revenue Fund" means the City of Warner Robins, Georgia Water and Sewer System Revenue Fund described in Section 5.

"Securities Depository" means any securities depository that is a "clearing corporation" within the meaning of the New York Uniform Commercial Code and a "clearing agency" registered pursuant to provisions of Section 17A of the Securities Exchange Act of 1934, operating and maintaining, with its Participants or otherwise, a Book-Entry System to record ownership of beneficial interest in bonds and bond service charges, and to effect transfers of bonds in Book-Entry Form, and means, initially, DTC.

“Securities Depository Nominee” means any nominee of a Securities Depository and shall initially mean Cede and Co., New York, New York, as nominee of DTC.

“Series 2012 PFA Bonds” means the \$28,220,000 Warner Robins Public Facilities Authority Revenue Bonds (Water and Sewer Projects), Series 2012.

“Series 2020 Bonds” means the City of Warner Robins, Georgia Water and Sewer Revenue Refunding and Improvement Bonds, Series 2020, authorized to be issued pursuant to Article II.

“Series 2020 Capital Improvement Account” means the Series 2020 Capital Improvement Account within the Construction Fund established in Article IV.

“Series 2020 Custodian and Depository Agreement” means the Custodian and Depository Agreement, to be dated the date of its execution and delivery, between the Consolidated Agreement and Wells Fargo Bank, relating to the Series 2020 Bonds, as amended, modified or replaced.

“Series 2020 Disclosure Certificate” means the continuing disclosure certificate executed in connection with the issuance of the Series 2020 Bonds.

“Series 2020 Paying Agent and Bond Registrar Agreement” means the Paying Agent and Bond Registrar Agreement, to be dated the date of its execution and delivery, between the City and Wells Fargo Bank, relating to the Series 2020 Bonds, as amended, modified, or replaced.

“Series 2020 Project” means the Project as (1) generally described in the report prepared by Raftelis Financial Consultants, Inc., Maitland, Florida, which was presented at a meeting of the City Council on June 15, 2020, and (2) particularly described in plans and specifications on file from time to time with the City.

“Series 2022 PFA Refunding Bonds” means the \$17,280,000 Warner Robins Public Facilities Authority Revenue Refunding Bonds (City of Warner Robins Project), Series 2022.

“Series Debt Service Reserve Account” shall mean any account within the Sinking Fund (other than the Common Debt Service Reserve Account) created pursuant to Article V hereof by the City pursuant to a Supplemental Resolution in connection with the issuance of any series of Bonds that may be funded for the purpose of providing additional security for such series of Bonds and, if specified in such Supplemental Resolution, to provide additional security for such other designated series of Bonds issued pursuant to this Bond Resolution.

“Series Resolution” means a bond resolution or bond resolutions of the City (which may be supplemented by one or more bond resolution(s)) to be adopted prior to and authorizing the issuance and delivery of any series of Bonds. This Master Bond Resolution shall constitute the Series Resolution for the Series 2020 Bonds. Such a bond resolution as supplemented shall establish the date or dates of the pertinent series of Bonds, the schedule of maturities of such Bonds, whether any such Bonds will be Compound Interest Bonds, the name of the purchaser(s)

of such series of Bonds, the purchase price thereof, the rate or rates of interest to be borne thereby, whether fixed or variable, the interest payment dates for such Bonds, the terms and conditions, if any, under which such Bonds may be made subject to redemption (mandatory or optional) prior to maturity, the form of such Bonds, whether such Bonds shall be Tax-Exempt Bonds, and such other details as the City may determine.

“Sinking Fund” means the City of Warner Robins, Georgia Water and Sewer System Sinking Fund described in Section 5.2.

“Standard and Poor’s” or **“S&P”** means Standard & Poor’s Ratings Services, a division of The McGraw-Hill Companies, Inc., or, if such corporation is dissolved or liquidated or otherwise ceases to perform securities rating services, such other nationally recognized securities rating agency as may be designated in writing by the City. The notice address of Standard & Poor’s shall be 55 Water Street, New York, New York 10041.

“State” means the State of Georgia.

“Subordinate Bonds” means Bonds issued with a right to payment from the Pledged Revenues and secured by a lien on the Pledged Revenues expressly junior and subordinate to the Bonds.

“Subordinate Hedge Agreements” means Hedge Agreements relating to Hedged Bonds that are Subordinate Bonds.

“Supplemental Resolution” means (a) any Series Resolution and (b) any modification, amendment, or supplement to this Master Bond Resolution other than a Series Resolution.

“System” means the water and sewerage system of the City, as it now exists and as it may be hereafter added to, extended, improved, and equipped, either from the proceeds of the Bonds or from any other sources at any time hereafter, including, without limitation, (a) all wells, pumping stations, purification and treatment plants, and other sources of supply of water and all pipes, mains, and other parts of the facilities for the distribution of water and disposal and treatment of sewerage and all equipment and property used in connection therewith and (b) all other facilities or property of any nature or description, real or personal, tangible or intangible, now or hereafter owned or used by the City in the supply, treatment, disposal and distribution of water and sewerage, including solid waste facilities relating to sludge disposal, or held by the City to obtain future sources of raw water. The City may own a partial interest in any water and sewerage facility, the remaining interest in which may be owned by or on behalf of a political subdivision of the State or any agency or authority thereof. In case of such ownership, the rights and interests possessed by the City in such facility shall be included as part of the System.

“Tax-Exempt Bonds” means any Bonds the interest on which has been determined, in an unqualified opinion of Bond Counsel, to be excludable from the gross income of the owners thereof for federal income tax purposes.

“Variable Rate” means as to any Bonds, any portion of such Bonds the interest rate on which is not established at the time of original execution or issuance at a fixed or constant rate.

Section 1.2. Construction of Certain Terms.

For all purposes of the Bond Resolution, except as otherwise expressly provided or unless the context otherwise requires, the following rules of construction shall apply:

(1) The use of the masculine, feminine, or neuter gender is for convenience only and shall be deemed and construed to include correlative words of the masculine, feminine, or neuter gender, as appropriate.

(2) All references in the Bond Resolution to designated “Articles,” “Sections,” and other subdivisions are to the designated Articles, Sections, and other subdivisions of the Bond Resolution. The words “herein,” “hereof,” and “hereunder” and other words of similar import refer to the Bond Resolution as a whole and not to any particular Article, Section, or other subdivision.

(3) The terms defined in this Article shall have the meanings assigned to them in this Article and include the plural as well as the singular.

(4) All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles as promulgated by the American Institute of Certified Public Accountants.

Section 1.3. Table of Contents; Titles and Headings

The table of contents, the titles of the articles, and the headings of the sections of the Bond Resolution are solely for convenience of reference, are not a part of the Bond Resolution, and shall not be deemed to affect the meaning, construction, or effect of any of its provisions.

Section 1.4. Contents of Certificates or Opinions.

Every certificate or opinion with respect to the compliance with a condition or covenant provided for in the Bond Resolution shall include: (i) a statement that the person or persons making or giving such certificate or opinion have read such covenant or condition and the definitions herein relating thereto, (ii) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate or opinion are based, (iii) a statement that, in the opinion of the signers, they have made or caused to be made such examination or investigation as is necessary to enable them to express an informed opinion as to whether or not such covenant or condition has been complied with, and (iv) a statement as to whether, in the opinion of the signers, such condition or covenant has been complied with.

Any such certificate or opinion made or given by an official of the City may be based, insofar as it relates to legal or accounting matters, upon a certificate or an opinion of counsel or an accountant, which certificate or opinion has been given only after due inquiry of the relevant facts and circumstances, unless such official knows that the certificate or opinion with respect to the matters upon which his certificate or opinion may be based as aforesaid is erroneous or in the

exercise of reasonable care should have known that the same was erroneous. Any such certificate or opinion made or given by counsel or an accountant may be based (insofar as it relates to factual matters with respect to information that is in the possession of an official of the City or any third party) upon the certificate or opinion of or representations by an official of the City or any third party on whom counsel or an accountant could reasonably rely unless such counsel or such accountant knows that the certificate or opinion or representations with respect to the matters upon which his certificate or opinion may be based as aforesaid are erroneous or in the exercise of reasonable care should have known that the same were erroneous. The same official of the City, or the same counsel or accountant, as the case may be, need not certify or opine to all of the matters required to be certified or opined under any provision of the Bond Resolution, but different officials, counsel, or accountants may certify or opine to different matters, respectively.

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ARTICLE II

THE BONDS

Section 2.1. Authorization; Designation of Bonds.

The Bonds authorized under the Bond Resolution may be issued and sold from time to time in one or more series, shall be designated “City of Warner Robins, Georgia Water and Sewer Revenue Bonds,” and shall be in substantially the form set forth in the related Series Resolution, but such variations, omissions, substitutions, and insertions may be made therein, and such particular series designation, legends, or text may be endorsed thereon, as may be necessary or appropriate to conform to and as required or permitted by this Master Bond Resolution and any Series Resolution or as may be necessary or appropriate to comply with applicable requirements of the Code. The Bonds also may bear such legend or contain such further provisions as may be necessary to comply with or conform to the rules and requirements of any brokerage board, securities exchange, or municipal securities rulemaking board. Additional Bonds may be issued from time to time as provided in, and subject to the limitations set forth in, Article VI. Subordinate Bonds may be issued from time to time as provided in, and subject to the limitations set forth in, Section 6.4.

Under the authority of the Revenue Bond Law, the City hereby authorizes the execution, issuance and delivery of a series of Bonds in a total aggregate principal amount of \$ _____ and designated “City of Warner Robins, Georgia Water and Sewer Revenue Refunding and Improvement Bonds, Series 2020.” The proceeds of the Series 2020 Bonds will be used for the purpose of (a) prepaying the GEFA Loan, (b) acquiring, constructing, installing, and equipping the Series 2020 Project, (c) funding a debt service reserve account, and (d) paying the costs of issuing the Series 2020 Bonds. The issuance of the Series 2020 Bonds for the foregoing purposes is hereby found and declared to be in the best interests of and in advancement of the general welfare of the City’s citizens.

Section 2.2. Details of Bonds.

The Bonds shall be issued in fully registered form in Authorized Denominations and shall be dated as provided in the pertinent Series Resolution, except that any Compound Interest Bond shall be issued in the denomination of \$5,000 maturity amount or integral multiples thereof.

Each Bond authenticated prior to the first Interest Payment Date thereon shall bear interest from its dated date. Each Bond authenticated on or after the first Interest Payment Date thereon shall bear interest from the Interest Payment Date thereon next preceding the date of authentication thereof, unless such date of authentication shall be an Interest Payment Date to which interest on such Bond has been paid in full or duly provided for, in which case from such date of authentication; provided that if, as shown by the records of the Paying Agent, interest on such Bond shall be in default, such Bond shall bear interest from the date to which interest has been paid in full on such Bond or, if no interest has been paid on such Bond, its dated date. Each Bond shall bear interest on overdue principal and, to the extent permitted by law, on overdue premium, if any, and interest at the rate borne by such Bond. No payment due on any Bond shall

be overdue if on the due date of such payment sufficient collected funds to make such payment are on deposit with the Paying Agent.

The principal of, premium, if any, and interest on the Bonds shall be payable in any coin or currency of the United States of America that, at the respective dates of payment thereof, is legal tender for the payment of public and private debts.

The Series 2020 Bonds shall be dated their date of original issuance and delivery, shall be in the form of fully registered bonds without coupons, shall be in Authorized Denominations, shall be transferable to subsequent owners as hereinafter provided, shall be numbered R-1 upward and shall bear interest as herein provided (based on a 360 day year comprised of twelve 30-day months) at the rates per annum set forth below. Interest on the Series 2020 Bonds shall be payable January 1 and July 1 of each year, commencing July 1, 2021, and the principal shall mature on the 1st day of July in the years and amounts set forth below:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2021		
2022		
2023		
2024		
2025		
2026		
2027		
2028		
2029		
2030		
2031		
2032		
2033		
2034		
2035		
2036		
2037		
2038		
2039		
2040		
2045		
2050		

The Series 2020 Bonds shall be Tax-Exempt Bonds.

Unless a Bond is held in Book-Entry Form, the principal of and redemption premium, if any, on any Bond shall be payable to the Bondholder upon presentation and surrender thereof at the principal corporate trust office of the Paying Agent. Unless a Bond is held in Book-Entry Form, payments of interest on each Bond shall be made by the Paying Agent to the registered

owner as shown on the Bond Register kept by the Bond Registrar at the close of business on the Record Date preceding the Interest Payment Date by check, mailed by first class mail to the registered owner at the address shown on the Bond Register, or at such other address as is furnished in writing by such registered owner to the Bond Registrar prior to such Record Date, notwithstanding the cancellation of any such Bonds upon any exchange or transfer thereof subsequent to the Record Date and prior to such Interest Payment Date. Notwithstanding the foregoing, interest on the Bonds of any series shall be paid to any registered owner of more than \$1,000,000 in aggregate principal amount of the Bonds of such series by deposit of immediately available funds to the account of such registered owner maintained with the Paying Agent or transmitted by wire transfer to such registered owner to an account maintained at a commercial bank located within the United States of America if written instructions are given to the Paying Agent prior to the 15th day preceding the Interest Payment Date. Interest shall continue to be so paid until such wire instructions are revoked in writing. While the Bonds of any series are held in Book-Entry Form, the principal of and interest on such Bonds shall be payable as provided in Section 2.9.

The City may, by Supplemental Resolution, provide for other methods or places of payment, including wire transfer, as it may deem appropriate for any Bonds.

Section 2.3. Execution; Form of Series 2020 Bonds.

The Bonds shall be executed on behalf of the City by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the Clerk of the City Council. The official seal of the City shall be impressed thereon. The Bonds shall be authenticated by the manual signature of a duly authorized signatory of the Bond Registrar. The validation certificate to be attached to the Bonds shall be executed by the manual signature of the Clerk of the Superior Court of Houston County, and the official seal of such Court shall be impressed thereon. In case any official whose signature shall appear on the Bonds shall cease to be such officer before delivery of the 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. The Series 2020 Bonds, the certificate of authentication and registration, form of assignment and the certificate of validation to be endorsed upon the Series 2020 Bonds, shall be in substantially the form set forth in Exhibit A hereto, with such variations, omissions and insertions as are required or permitted by this Bond Resolution. Prior to the preparation of definitive Bonds, the City may issue interim receipts, interim certificates, or temporary Bonds, exchangeable in any case for definitive Bonds upon the issuance of definitive Bonds.

Section 2.4. Required Authentication; Proof of Ownership.

Only those Bonds which shall have endorsed thereon a certificate of authentication and registration substantially in the form of Bond set forth in the Bond Resolution, duly executed by the manual signature of an authorized officer of the Bond Registrar shall be entitled to any benefit or security under this Bond Resolution. Every such certificate of the Bond Register upon any of such Bonds when duly executed shall be conclusive evidence that such Bond has been duly authenticated, registered and delivered under the Bond Resolution and that the owner is entitled to the benefit of the Bond Resolution. It shall not be necessary that the same authorized signatory of the Bond Registrar sign the certificate of authentication and registration on all of the

Bond or on all Bonds of any series. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and the payment of the principal amount, interest and premium, if any, shall be made only to or upon the order of the registered owner thereof or such registered owner's attorney duly authorized in writing. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond, including redemption premium, if any, and the interest thereon to the extent of the sums so paid.

Section 2.5. Bond Registrar; Transfer and Exchange.

The Bond Registrar shall keep the Bond Register of the City for the registration of the Bonds and for the registration of transfers of the Bonds as herein provided. The transfer of any Bond shall be registered upon the Bond Register upon the surrender and presentation of the Bond to the Bond Registrar duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or attorney duly authorized in writing in such form as shall be satisfactory to the Bond Registrar. Upon any such registration of transfer, the Bond Registrar shall authenticate and deliver in exchange for such Bond or Bonds so surrendered, a new Bond or Bonds registered in the name of the transferee or transferees, of any Authorized Denomination, and in an aggregate principal amount or maturity amount equal to the aggregate principal amount or maturity amounts of the Bonds so surrendered and of the same maturity, interest rate, series and tenor, and bearing numbers not then outstanding. Any Bond, upon presentation and surrender thereof to the Bond Registrar, together with an assignment duly executed by the registered owner or duly authorized attorney, in such form as may be satisfactory to the Bond Registrar, may be exchanged for an aggregate principal amount of Bonds of the same series, interest rate, maturity and equal to the principal amount of the Bond so surrendered, of any Authorized Denomination, and bearing numbers not then outstanding. The Bond Registrar may make a charge for every exchange or registration of transfer of the Bonds sufficient to reimburse it for any tax or other governmental charge required to be paid with respect to such exchange or registration of transfer, but no other charge shall be made to the owner for the privilege of exchanging or registering the transfer of Bonds under the Bond Resolution.

The Bond Registrar shall not be required to transfer or exchange any Bond after notice calling such Bond for redemption has been given or during the period of 15 days (whether or not a business day for the Bond Registrar, but excluding the date of giving such notice of redemption and including such 15th day) immediately preceding the giving of such notice of redemption.

All Bonds surrendered for exchange or transfer of registration shall be canceled and destroyed by the Bond Registrar in accordance with Section 2.7.

Notwithstanding the foregoing, registrations of transfers and exchanges shall be made in accordance with the Book-Entry System as long as the Bonds are held in Book-Entry Form.

Section 2.6. Lost, Destroyed, Mutilated Bonds.

If any Bond is mutilated, lost, stolen, or destroyed, the City may execute and deliver a new Bond of the same series, maturity, interest rate, aggregate principal amount, and tenor in lieu of and in substitution for the Bond mutilated, lost, stolen, or destroyed. In the case of any

mutilated Bond, however, such mutilated Bond shall first be surrendered to the Bond Registrar, and, in the case of any lost, stolen, or destroyed Bond, there shall first be furnished to the Bond Registrar evidence satisfactory to it of the ownership of such Bond and of such loss, theft, or destruction, together with indemnity to the City and the Bond Registrar, satisfactory to each of them. If any such Bond shall have matured or a redemption date pertaining to the Bond shall have passed, instead of issuing a new Bond the City may pay or cause the Paying Agent to pay the Bond. The City, the Bond Registrar, and the Paying Agent may charge the owner of such Bond with their reasonable fees and expenses for replacing mutilated, lost, stolen, or destroyed Bonds.

In executing a new Bond and in furnishing the Bond Registrar with the written authorization to deliver a new Bond as provided for in this Section, the City may rely conclusively on 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 2.7. Blank Bonds.

The City shall make all necessary and proper provisions for the transfer and exchange of the Bonds by the Bond Registrar and the City shall deliver or cause to be delivered to the Bond Registrar a sufficient quantity of blank Bonds duly executed on behalf of the City, together with the certificate of validation pertaining thereto duly executed by the Clerk of the Superior Court of Houston County, as herein provided in order that the Bond Registrar shall at all times be able to register and authenticate the Bonds at the earliest practicable time in accordance with the provisions of the Bond Resolution. All Bonds surrendered in any such exchange or registration of transfer shall be forthwith canceled by the Bond Registrar and a record thereof duly entered in the permanent records pertaining to the Bonds maintained by the Bond Registrar.

Section 2.8. Cancellation and Destruction of Bonds.

If a Bond is paid, purchased or redeemed in full, either at or before maturity, it shall be delivered to the Bond Registrar when such payment, purchase or redemption is made, and the Bond shall thereupon be cancelled and shall not be reissued. All Bonds cancelled on account of payment, transfer or exchange shall be destroyed in accordance with the prevailing practice of the Bond Registrar and a permanent record of such destruction shall be kept by the Bond Registrar.

Section 2.9. Global Form; Securities Depository; Ownership of Series 2020 Bonds.

(a) Upon the initial issuance, the ownership of each Series 2020 Bond shall be registered in the name of the Securities Depository or the Securities Depository Nominee, and ownership thereof shall be maintained in Book-Entry Form by the Securities Depository for the account of the Participants thereof. Initially, each maturity of the Series 2020 Bonds shall be registered in the name of Cede & Co., as the nominee of The Depository Trust Company. Beneficial Owners will not receive Series 2020 Bonds from the Paying Agent evidencing their ownership interests. Except as provided in subsection (c) of this Section 2.9, the Series 2020 Bonds may be transferred, in whole but not in part, only to the Securities Depository or the

Securities Depository Nominee, or to a successor Securities Depository selected or approved by the City or to a nominee of such successor Securities Depository.

(b) With respect to Series 2020 Bonds registered in the name of the Securities Depository or the Securities Depository Nominee, the City, the Paying Agent and the Bond Registrar shall have no responsibility or obligation to any Participant or Beneficial Owner. Without limiting the foregoing, the City, the Paying Agent, the Bond Registrar and their respective affiliates shall not have any responsibility or obligation with respect to:

- (i) the accuracy of the records of the Securities Depository, the Securities Depository Nominee or any Participant with respect to any beneficial ownership interest in the Series 2020 Bonds;
- (ii) the delivery to any Participant, any Beneficial Owner or any other person, other than the Securities Depository or the Securities Depository Nominee, of any notice with respect to the Series 2020 Bonds; or
- (iii) the payment to any Participant, any Beneficial Owner or any other person, other than the Securities Depository or the Securities Depository Nominee, of any amount with respect to the principal, premium, if any, or interest on the Series 2020 Bonds.

So long as any Series 2020 Bonds are registered in Book-Entry Form, the City and the Paying Agent may treat the Securities Depository as, and deem the Securities Depository to be, the absolute owner of such Series 2020 Bonds for all purposes whatsoever, including without limitation:

- (i) the payment of principal, premium, if any, and interest on such series of Series 2020 Bonds;
- (ii) giving notices of redemption and other matters with respect to such Series 2020 Bonds;
- (iii) registering transfers with respect to such Series 2020 Bonds;
- (iv) the selection of Series 2020 Bonds for redemption; and
- (v) voting and obtaining consents under the Bond Resolution.

So long as any Series 2020 Bonds are registered in Book-Entry Form, the Paying Agent shall pay all principal, premium, if any, and interest on the Series 2020 Bonds only to the Securities Depository or the Securities Depository Nominee as shown in the Bond Register, and all such payments shall be valid and effective to fully discharge the City's obligations with respect to payment of principal of, premium, if any, and interest on the Series 2020 Bonds to the extent so paid.

(c) If at any time (i) the City determines that the Securities Depository is incapable of discharging its responsibilities described herein, (ii) the Securities Depository notifies the City

that it is unwilling or unable to continue as Securities Depository with respect to the Series 2020 Bonds, or (iii) the Securities Depository shall no longer be registered or in good standing under the Securities Exchange Act of 1934 or other applicable statute or regulation and a successor Securities Depository is not appointed by the City within 90 days after the City receives notice or becomes aware of such condition, as the case may be, then this Section 2.9 shall no longer be applicable and the City shall execute and the Bond Registrar shall authenticate and deliver bonds representing the Series 2020 Bonds to the owners of the Series 2020 Bonds. Series 2020 Bonds issued pursuant to this paragraph (c) shall be registered in such names and Authorized Denominations as the Securities Depository, pursuant to instructions from the Participant or otherwise, shall instruct the Bond Registrar. Upon exchange, the Bond Registrar shall deliver such certificates representing the Series 2020 Bonds to the persons in whose names such Series 2020 Bonds are so registered on the business day immediately preceding the date of such exchange.

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ARTICLE III

REDEMPTION OF BONDS

Section 3.1. Optional Redemption.

The Series 2020 Bonds maturing on or after ____ 1, 20__, may be redeemed prior to their respective maturities at the option of the City on or after ____ 1, 20__, in whole or in part at any time, at the redemption price equal to the principal amount of the Series 2020 Bonds to be redeemed plus accrued interest to the redemption date.

Section 3.2. Mandatory Sinking Fund Redemption.

The Series 2020 Bonds maturing on July 1, 2045 are subject to mandatory sinking fund redemption on ____ 1, 20__ and on each ____ 1 thereafter, in accordance with the Bond Resolution, at a redemption price equal to the principal amount of each Series 2020 Bond (or portion thereof) to be redeemed plus accrued interest to the date fixed for redemption, in the following principal amounts and on the dates set forth below (the ____ 1, 20__ amount to be paid rather than redeemed):

<u>July 1 of the Year</u>	<u>Principal Amount</u>
2041	
2042	
2043	
2044	
2045	

The Series 2020 Bonds maturing on July 1, 2050 are subject to mandatory sinking fund redemption on ____ 1, 20__ and on each ____ 1 thereafter, in accordance with the Bond Resolution, at a redemption price equal to the principal amount of each Series 2020 Bond (or portion thereof) to be redeemed plus accrued interest to the date fixed for redemption, in the following principal amounts and on the dates set forth below (the ____ 1, 20__ amount to be paid rather than redeemed):

<u>July 1 of the Year</u>	<u>Principal Amount</u>
2046	
2047	
2048	
2049	
2050	

The City shall be entitled to receive a credit in respect of its mandatory sinking fund redemption obligation for Series 2020 Bonds delivered, purchased, or redeemed, as hereinafter described, if the City at its option purchases in the open market and delivers to the Paying Agent for cancellation Series 2020 Bonds or redeems Series 2020 Bonds (other than through mandatory sinking fund redemption) and such Series 2020 Bonds have not theretofore been applied as a credit against any mandatory redemption obligation. Each such Series 2020 Bond so purchased

or redeemed shall be credited by the Paying Agent at 100% of the principal amount thereof on the obligation of the City on such mandatory redemption payment date, and any excess shall be credited on future mandatory sinking fund redemption obligations in chronological order, and the principal amount of such Series 2020 Bonds to be redeemed by operation of mandatory redemption shall be accordingly reduced.

Section 3.3. Notice of Redemption

Unless waived by any registered owner of Bonds to be redeemed, official notice of any such redemption shall be given by the Bond Registrar on behalf of the City by mailing a copy of an official redemption notice by first class mail, at least 30 days and not more than 60 days prior to the date fixed for redemption to the registered owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such registered owner to the Bond Registrar.

All official notices of redemption shall be dated, shall contain the complete official name of the Bond issue, and shall state:

- (1) the redemption date;
- (2) the redemption price;
- (3) the interest rates and maturity dates of the Bonds being redeemed;
- (4) the date on which notice of redemption will be published;
- (5) if less than all the Outstanding Bonds are to be redeemed, the Bond numbers, and, where part of the Bonds evidenced by one Bond certificate are being redeemed, the respective principal amounts of such Bonds to be redeemed;
- (6) that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption and that interest thereon shall cease to accrue from and after such date;
- (7) the place where such Bonds are to be surrendered for payment of the redemption price (which place of payment shall be the principal corporate trust office of the Paying Agent) and the name, address, and telephone number of a person or persons at the Paying Agent who may be contacted with respect to the redemption; and
- (8) any conditions to such redemption.

Upon the payment of the redemption price of Bonds being redeemed, each check or other transfer of funds issued for such purpose shall bear the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

Not less than 60 days after the redemption date, the Bond Registrar shall send a second copy of the official notice of redemption to the registered owner of any Bond or Bonds to be redeemed if, by such date, such registered owner has not surrendered its Bond or Bonds for

redemption. Such notice shall be sent by registered or certified mail, with a return receipt requested.

Any defect in any notice of redemption shall not affect the validity of proceedings for redemption of the Bonds.

The Paying Agent shall hold amounts payable on redemption for Bonds that have not been surrendered for redemption for a period of not less than one year after the final maturity date of the Bonds or any earlier date when all of the Bonds have been refunded or redeemed.

Section 3.4. Effect of Notice of Redemption.

Official notice of redemption having been given in the manner and under the conditions provided in this Article, and moneys for payment of the redemption price being held by the Paying Agent as provided in the Bond Resolution, the Bonds or portions of Bonds called for redemption shall, on the redemption date designated in such notice, become and be due and payable at the redemption price provided for redemption of such Bonds or portions of Bonds on such date, and from and after such date interest on the Bonds or portions of Bonds called for redemption shall cease to accrue, such Bonds or portions of Bonds shall cease to be entitled to any lien, benefit, or security under the Bond Resolution, and the owners of such Bonds or portions of Bonds shall have no rights in respect thereof except to receive payment of the redemption price thereof. Upon surrender for partial redemption of any Bond, there shall be prepared for and delivered to the registered owner a new Bond or Bonds of the same series, maturity, and interest rate in the amount of the unpaid principal.

Section 3.5. Redemption Among Series.

Subject to the redemption provisions of any Series Resolution authorizing Bonds, the City in its discretion may redeem the Bonds of any series, or a portion of the Bonds of any such series, before it redeems the Bonds of any other series. Within any particular series, any redemption of Bonds shall be effected in the manner provided in this Master Bond Resolution and in any Series Resolution.

Section 3.6. Selection of Bonds to be Redeemed.

If less than all of the Bonds of like maturity of any series shall be called for redemption, the particular Bonds, or portions of Bonds, to be redeemed shall be selected by lot in such other manner as the City in its discretion may deem proper. The portion of any Bond of a denomination of more than \$5,000 to be redeemed shall be in the principal amount of \$5,000 or an integral multiple thereof, and, in selecting portions of such Bonds for redemption, the City shall treat each such Bond as representing that number of Bonds which is obtained by dividing the principal amount of such Bond to be redeemed in part by \$5,000.

Section 3.7. Purchase in Open Market.

Nothing herein contained shall be construed to limit the right of the City to purchase with any excess moneys in the Interest Account or the Principal Account (i.e., moneys not needed in the then current Fiscal Year to pay principal of and interest on any Bonds) and for Sinking Fund

purposes, any Bonds in the open market. Any such Bonds so purchased shall not be reissued and shall be canceled.

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ARTICLE IV

CONSTRUCTION FUND; CUSTODY AND APPLICATION OF PROCEEDS

Section 4.1. Construction Fund.

(a) A special trust fund is hereby created and designated as the “City of Warner Robins, Georgia Water and Sewer Construction Fund.” All moneys deposited into the Construction Fund shall be held in trust by the Construction Fund Depository separate from other deposits of the City. A special account is initially created in the Construction Fund; the “**Series 2020 Capital Improvement Account**.”

As to any future issue of Bonds providing Construction Fund moneys, the Construction Fund Depository shall establish a separate special account for the Construction Fund, each of which shall be designated as “Series _____ Capital Improvement Account” (hereinafter referred to as a “**Capital Improvement Account**”). Subject to Section 4.3, the moneys credited to a Capital Improvement Account shall be used and applied for the purpose of paying the Costs of the Project or for the repayment of advances made for that purpose in accordance with and subject to the provisions and restrictions set forth in this Article.

(b) All payments from the Construction Fund shall be made by wire transfer or upon checks signed by the Construction Fund Depository or officers of the City properly authorized to sign on its behalf (an “**Authorized City Representative**”). Before any such transfers are made or any checks are signed, there shall be filed with the Construction Fund Depository:

(1) A requisition for such payment stating each amount to be paid, and the name of the person to whom payment is due; and

(2) A certificate signed by such Authorized City Representative, attached to the requisition and certifying that:

(i) An obligation in the stated amount has been incurred by the City, specifying the purpose and circumstances of such obligation in reasonable detail and to whom such obligation is owed, that the same is a proper charge against the Construction Fund and has not been paid or the subject of a previous requisition, and that the bill or statement of account for such obligation is on file with the City;

(ii) The Authorized City Representative has no notice of any vendors, mechanic’s or other liens or rights to liens, chattel mortgages, conditional sales contracts or any security interest, that should be satisfied or discharged before such payment is made;

(iii) Such requisition contains no item representing payment on account or any retained percentages which the City is, at the date of such certificate, entitled to retain; and

(iv) Insofar as such obligation was incurred for work, materials, supplies or equipment in connection with the undertaking, such work was actually performed, or such materials, supplies or equipment were actually installed in or about the construction or delivered at the site of the work for that purpose.

(c) No requisition for payment shall be made until the City has been furnished with a proper certificate of the supervising Independent Engineer that insofar as such obligation was incurred for work, material, supplies, or equipment in connection with the undertaking, 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.

(d) In the event the United States government or government of the State, or any department, authority, or agency of either, agrees to allocate moneys to be used to defray any part of the Cost of any Project upon the condition that the City appropriate a designated amount of moneys for such purpose, and it is required of the City that its share of such cost be deposited in a special account, the City shall have the right to withdraw any sum so required from the Construction Fund by appropriate transfer and deposit the same in a special account for that particular Project; provided, however, that all payments thereafter made from such special account shall be made only in accordance with the requirements set forth in this Section.

Withdrawals for investment purposes only may be made by the Construction Fund Depository to comply with written directions from the City without any requisition other than such direction.

(e) The City will do all things, and take all reasonable and prudent measures, necessary to continue construction with due diligence and to expend the moneys credited to each Capital Improvement Account in the Construction Fund as expeditiously as possible in order to assure the completion of the Project for which such accounts were created, on the earliest practicable date, and will indemnify itself against the usual hazards incident to the construction of such Project.

(f) All requisitions and certificates required by this Section shall be retained either by the Construction Fund Depository or by the City, subject at all times to inspection by any officer of the City and any Bondholder.

Section 4.2. Investment of Construction Fund Moneys.

The City covenants that it will not cause or permit to be paid from the Construction Fund any sums except in accordance with such provisions and restrictions; provided, however, that any moneys in the Construction Fund not presently needed for the payment of current obligations during the course of construction may be invested in Permitted Investments maturing not later than (i) the date upon which such moneys will be needed according to a schedule of anticipated payments from the Construction Fund filed with the City by the Independent Engineer in charge of the Project or (ii) in the absence of such schedule, 36 months from the date of purchase, in either case upon written direction of the City. Any such investments shall be held by the Construction Fund Depository, in trust, 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 the Construction Fund Depository in the Construction Fund and shall be disposed of in the manner and for the purposes provided in the Bond Resolution.

Section 4.3. Funds Remaining on Completion of Projects.

The City shall, when a Project has been completed, and may, when a Project has been substantially completed, file with the Construction Fund Depository a certificate signed by the Authorized City Representative estimating what portion of the funds remaining in the separate account relating to such Project will be required by the City for the payment or reimbursement of the Costs of such Project. The Authorized City Representative shall attach to such certificate a certificate of the supervising engineer certifying that such Project has been completed or substantially completed, as the case may be, in accordance with the plans and specifications therefor and approving the estimates of the Authorized City Representative with respect to the portion of funds in the Capital Improvement Account required for Costs of the Project. Such funds that will not be used shall be (1) transferred to the Principal Account and used to redeem Bonds of the related series on the next redemption date or to pay principal of such Bonds on the next Principal Maturity Date, or (2) transferred to the Interest Account and used to pay interest on Bonds of the related series, provided that the City shall first obtain an opinion of Bond Counsel to the effect that, under existing law, the application of such moneys to pay interest on such Bonds (a) is allowed under State law, and (b) if such Bonds are Tax-Exempt Bonds, will not, by itself and without more, adversely affect the exclusion from gross income for federal income tax purposes of interest payable on such Bonds. When all moneys have been withdrawn or transferred from any Capital Improvement Account within the Construction Fund in accordance with the provisions of this Article IV, such separate account shall terminate and cease to exist.

Section 4.4. Application of Funds.

The City shall apply the net proceeds (*i.e.*, the sale proceeds less the purchaser's discount of \$_____ paid by the purchaser to insure certain maturities of the Series 2020 Bonds) from the sale of the Series 2020 Bonds as follows:

- (a) \$_____ shall be deposited into the Common Debt Service Reserve Account;
- (b) \$_____ shall be applied to the prepayment of the GEFA Loan; and
- (c) the balance shall be deposited into the Series 2020 Capital Improvement Account to pay Costs of the Project and the costs of issuance for the Series 2020 Bonds.

Notwithstanding the foregoing, if the Mayor shall determine that a different application of funds is required to carry out the intent of this Bond Resolution, the Mayor may provide for such different application of funds in the authentication order to be delivered at the time of issuance of the Series 2020 Bonds.

Section 4.5. Prepayment of GEFA Loan.

The GEFA Loan shall be prepaid on _____, 20__ and the holder of the GEFA Loan should present the same for payment on _____, 20__ and receive the principal amount thereof and all interest due thereon to _____, 20__.

Section 4.6. Direction to Notify Holder of GEFA Loan.

The City hereby authorizes and directs Bond Counsel to notify the holder of the GEFA Loan not later than _____, 2020 regarding the pending prepayment of same using the form attached hereto at Exhibit C.

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ARTICLE V

PLEGGED REVENUES AND FLOW OF FUNDS

Section 5.1. Pledge of Revenues; Limited Obligations.

(a) All Pledged Revenues shall be and are hereby pledged to the prompt payment of the principal of, premium, if any, and interest on the Bonds. Such moneys and securities 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 City and against all other persons having claims against the City, whether such claims shall have arisen in tort, contract, or otherwise, and regardless of whether such persons have notice of the lien of this pledge. This pledge shall rank superior to all other pledges that may hereafter be made of any of the Pledged Revenues. The lien of the pledge made in this Section 5.1 does not secure any obligation of the City other than the Bonds.

(b) The Bonds shall be limited obligations of the City as provided herein payable solely from the Pledged Revenues. The Bonds and the interest thereon shall not constitute a general or moral obligation of, nor a debt, indebtedness, or obligation of, or a pledge of the faith and credit of, the City or the State of Georgia, or any political subdivision thereof, within the meaning of any constitutional or statutory provision whatsoever. Neither the faith and credit nor the taxing power of the State of Georgia, the City nor any political subdivision or municipal corporation of the State of Georgia is pledged to the payment of the principal of, premium, if any, or interest on the Bonds or other costs incident thereto. Neither the members of the City Council nor any person executing the Bonds shall be liable personally on the Bonds by reason of the issuance thereof.

Section 5.2. Funds and Accounts.

(a) The City has heretofore created and is currently maintaining the following fund separate and apart from its other funds, and the moneys deposited in such fund shall be held in trust for the purposes set forth in the Bond Resolution:

(i) City of Warner Robins, Georgia Water and Sewer Fund, currently held and to be held by _____, Warner Robins, Georgia, as Depository for the account of the City (the “**Revenue Fund**”).

The City covenants that, so long as any Bonds issued pursuant to the Bond Resolution remain outstanding, it will continue to maintain the above-described Revenue Fund separate and apart from all other funds of the City.

(b) The City hereby establishes the following funds and accounts, and the moneys deposited in such funds and accounts shall be held in trust for the purposes set forth in the Bond Resolution:

(i) City of Warner Robins, Georgia Water and Sewer System Sinking Fund (the “**Sinking Fund**”), to be held by Wells Fargo Bank, Atlanta, Georgia, as Depository for the account of the City, containing the following accounts:

- (a) Interest Account.
 - (b) Principal Account.
 - (c) Capitalized Interest Account.
 - (d) Common Debt Service Reserve Account.
 - (e) One or more Series Debt Service Reserve Accounts in accordance with Section 5.4(f).
- (ii) City of Warner Robins, Georgia Water and Sewer System Rebate Fund, to be held by _____, Warner Robins, Georgia, as Depository for the account of the City.
 - (iii) City of Warner Robins, Georgia Water and Sewer System Construction Fund, to be held by _____, Warner Robins, Georgia, as Depository for the account of the City and the Series 2020 Capital Improvement Account held therein.

Each account listed above shall be held within the fund under which it is created. All funds and accounts listed above are further described in this Article, except for the Construction Fund and the Series 2020 Capital Improvement Account, which are further described in Article IV. In addition, the City may create additional funds and accounts to help facilitate the operation of this Bond Resolution.

Section 5.3. Revenue Fund.

The City shall deposit and continue to deposit all Operating Revenues in the Revenue Fund from time to time as and when received. Moneys in the Revenue Fund shall be applied by the City from time to time to the following purposes and in the following order of priority:

- (a) First: The City shall make withdrawals as needed from the Revenue Fund in amounts necessary to pay the Expenses of Operation and Maintenance.
- (b) Second: There shall next be deposited monthly into the Interest Account the amount required by Section 5.4(a).
- (c) Third: There shall next be deposited monthly into the Principal Account the amount required by Section 5.4(b).
- (d) Fourth: There shall next be deposited monthly any amounts required to be deposited into the Rebate Fund, as estimated by the City, or as estimated for the City and approved by the City, for purposes of complying with the requirement for rebate to the United States government under Section 148(f) of the Code. Deposits may be made in monthly installments and may be adjusted as the City deems necessary to provide the amount that it estimates to be necessary, as revised from time to time, within any Fiscal Year.

(e) Fifth: There shall next be paid monthly to any Financial Facility Issuer securing Bonds all amounts required to be paid to such Financial Facility Issuer as compensation for the Financial Facility securing Bonds and as satisfaction of any other amounts due under the Financial Facility Agreement that are not considered to be subrogated payments of principal and interest on Bonds under Section 9.6, including Additional Interest on Bonds.

(f) Sixth: There shall next be deposited monthly into the Common Debt Service Reserve Account and the Series Debt Service Reserve Account, and to any Reserve Account Credit Facility Provider, without priority and on an equal basis, except as to timing of payment, the amounts required by Sections 5.4(e) and (f).

(g) Seventh: There shall next be paid monthly repayments of any draw-down on any Reserve Account Credit Facility (other than repayments that reinstate the Reserve Account Credit Facility) and any interest or fees due the Reserve Account Credit Facility Provider under such Reserve Account Credit Facility.

(h) Eighth: There shall next be deposited monthly the amounts required to be deposited into the funds and accounts created by any Series Resolution authorizing the issuance of Subordinate Bonds for the purpose of (i) paying principal of (whether at maturity or upon mandatory redemption) and interest on Subordinate Bonds, (ii) making Hedge Payments under Subordinate Hedge Agreements and (iii) accumulating reserves for such payments. Any money withdrawn from such funds and accounts for use in making such payments shall be released from the lien of the Bond Resolution. If at any time the amounts in any account of the Sinking Fund are less than the amounts required by the Bond Resolution, then the City shall withdraw from the funds and accounts relating to Subordinate Bonds and deposit in such account of the Sinking Fund, as the case may be, the amount necessary (or all the moneys in such funds and accounts, if less than the amount required) to make up such deficiency.

(i) Ninth: There shall next be paid monthly any amounts required to be paid with respect to any Other System Obligations.

(j) Tenth: Such funds as shall from time to time remain in the Revenue Fund after complying with the provisions of Sections 5.3(a) thru (i), inclusive, and providing for a working capital reserve therein, may be withdrawn from said Revenue Fund and used for any lawful municipal purpose.

Section 5.4. Sinking Fund.

Sufficient moneys shall be paid in monthly installments from the Revenue Fund into the Interest Account and the Principal Account for the purpose of paying the principal of and interest (excluding Additional Interest) on the Bonds as they become due and payable. Amounts held in the Interest Account shall not be used to pay Additional Interest.

(a) Interest Account. There shall be paid into the Interest Account monthly, on or prior to the end of the month, an installment equal to 1/6th of the amount of interest (excluding Additional Interest) falling due and payable on all Outstanding Bonds on the next Interest Payment Date, adjusted to give credit for any other available moneys then in the Interest Account or the Capitalized Interest Account, and further adjusted if necessary to assure the timely

accumulation of the required amount in approximately equal installments. To the extent that any of the Bonds bear interest at a Variable Rate, this requirement shall be deemed satisfied with respect to such Bonds if the installment paid into the Interest Account in each month shall be sufficient to accumulate for such Bonds an amount equal to 1/6th of the Projected Interest Payment multiplied by the number of months and fractions of months expired since delivery of such Bonds or the most recent Interest Payment Date. Notwithstanding the foregoing, any Series Resolution that authorizes the issuance of Additional Bonds which require interest be paid other than semiannually may establish a different method of accumulating money in the Interest Account to pay interest on such Additional Bonds, so long as such method provides for the accumulation, in equal installments of no greater frequency than monthly, of sufficient funds to pay interest due on such Additional Bonds on each Interest Payment Date established for such Additional Bonds. Moneys in the Interest Account shall be used solely to pay interest (excluding Additional Interest) on the Bonds when due.

(b) Principal Account. There shall be paid into the Principal Account monthly, on or prior to the end of the month, an installment equal to 1/12th of the principal amount falling due and payable on all Outstanding Bonds on the next Principal Maturity Date plus whatever additional amounts may be necessary in equal monthly installments to accumulate in the Principal Account the full principal amount falling due in such Fiscal Year. For purposes of this requirement, the amount of principal falling due in any Fiscal Year shall include all amounts of principal maturing during the Fiscal Year and all amounts of principal that are subject to mandatory redemption during the Fiscal Year. Notwithstanding the foregoing, any Series Resolution that authorizes the issuance of Additional Bonds which pay principal other than annually may establish a different method of accumulating money in the Principal Account to pay principal on such Additional Bonds, so long as such method provides for the accumulation, in equal installments of no greater frequency than monthly, of sufficient funds to pay principal on such Additional Bonds when due. Moneys in the Principal Account shall be used solely for the payment of principal of the Bonds as the same shall become due and payable at maturity or upon redemption.

(c) Interest Account and Principal Account Generally. No further payments need be made into the Interest Account or the Principal Account whenever the amount available in the Interest Account and the Principal Account, if added to the amount then in the Common Debt Service Reserve Account for Bonds participating in the Common Debt Service Account or in the Series Debt Service Reserve Account for a series of Bonds (without taking into account any amount available to be drawn on any Reserve Account Credit Facility), is sufficient to retire all Bonds then Outstanding and to pay all unpaid interest accrued and to accrue prior to such retirement. No moneys in the Interest Account or the Principal Account shall be used or applied to the optional purchase or redemption of Bonds prior to maturity unless: (i) provision shall have been made for the payment of all of the Bonds; or (ii) such moneys are applied to the purchase and cancellation of Bonds that are subject to mandatory redemption on the next mandatory redemption date, which falls due within 12 months, such Bonds are purchased at a price not more than would be required for mandatory redemption, and such Bonds are canceled upon purchase; or (iii) such moneys are applied to the purchase and cancellation of Bonds at a price less than the amount of principal that would be payable on such Bonds, together with interest accrued through the date of purchase, and such Bonds are canceled upon purchase; or (iv) such moneys are in excess of the then required balance of the Interest Account or the Principal Account and are

applied to redeem a part of the Bonds Outstanding on the next succeeding redemption date for which the required notice of redemption may be given.

(d) Capitalized Interest Account. There shall be deposited into the Capitalized Interest Account the amounts specified in Series Resolutions with respect to Additional Bonds. No proceeds of the Series 2020 Bonds shall be deposited into the Capitalized Interest Account. Amounts deposited in the Capitalized Interest Account shall be applied to the payment of interest on the Bonds and shall be transferred to the Interest Account to pay interest on the Bonds or to reimburse any Credit Facility Issuer for amounts drawn on a Credit Facility for such purposes. Such transferred amounts shall be limited to amounts necessary to enable the City to make all required deposits into the Interest Account, thereby leaving sufficient Net Operating Revenues to enable the City to make all required deposits to the other funds and accounts established under the Bond Resolution.

(e) Common Debt Service Reserve Account.

(i) Except as otherwise provided herein, each Series Resolution providing for the issuance of a series of Bonds participating in the Common Debt Service Reserve Account shall require that an amount equal to the Debt Service Reserve Requirement for such series of Bonds be deposited, accumulated and maintained, or alternatively funded in accordance with this Section 5.4(e).

(ii) The Debt Service Reserve Requirement of each respective series of Bonds participating in the Common Debt Service Reserve Account shall be funded either (A) by including the required amount in the principal amount of the Bonds being issued, (B) by requiring the required amount to be deposited to the Common Debt Service Reserve Account from Revenues in approximately equal monthly installments over a period not exceeding sixty (60) months following the date of issuance of such series of Bonds, (C) by a Reserve Account Credit Facility provided pursuant to paragraph (v) below insuring or providing amounts up to the amount of the Debt Service Reserve Requirement applicable to the series of Bonds being issued, or (D) by any combination of such methods. Any cash to be deposited in the Common Debt Service Reserve Account may be derived from proceeds of Bonds or any other legally available source of funds.

(iii) Money held in the Common Debt Service Reserve Account, including all accounts established therein, shall be used for the purpose of paying principal of and interest on the Bonds participating in the Common Debt Service Reserve Account on a pro rata basis with all Bonds then participating in the Common Debt Service Reserve Account. Whenever for any reason the amount in the Interest Account or the Principal Account is insufficient to pay all interest or principal falling due on the Bonds within the next seven days, the City shall make up any deficiency by transfers from the Revenue Fund. Whenever, on the date that such interest or principal is due for any Bonds participating in the Common Debt Service Reserve Account, there are insufficient moneys in the Interest Account or the Principal Account available to make such payment, the City shall, without further instructions, apply so much as may be needed of the moneys in the Common Debt Service Reserve Account to prevent default in the payment of such interest or principal, with priority to interest payments for the Bonds participating

in the Common Debt Service Reserve Account. Whenever by reason of any such application or otherwise the amount remaining to the credit of the Common Debt Service Reserve Account is less than the amount then required to be in the Common Debt Service Reserve Account, such deficiency shall be remedied by monthly deposits from the Revenue Fund in accordance with the priority set forth in Section 5.3 with such repayment being made in no more than twelve (12) substantially equal monthly installments commencing with the first month after such application occurs. If amounts in the Common Debt Service Reserve Account consist of both cash and one or more Reserve Account Credit Facilities, the City shall make any required payments of amounts in the Common Debt Service Reserve Account first from any cash held in the Common Debt Service Reserve Account, prior to making a draw upon any of such Reserve Account Credit Facilities. Money held in the Common Debt Service Reserve Account may also be used by the City to make any deposit required to be made to the Rebate Fund created for the Bonds participating in the Common Debt Service Reserve Account at the written direction of the City if the City does not have other funds available from which such deposit can be made.

(iv) The balance of the Common Debt Service Reserve Account shall be maintained (to be valued annually as of the end of each fiscal year) at an amount equal to the Debt Service Reserve Requirement for the Bonds participating in the Common Debt Service Reserve Account (or such lesser amount that is required to be accumulated in the Common Debt Service Reserve Account in connection with the periodic accumulation to the Debt Service Reserve Requirement for the Bonds participating in the Common Debt Service Reserve Account upon the failure of the City to provide a substitute Reserve Account Credit Facility in certain events). There shall be transferred from the Revenue Fund on a pro rata basis (1) to the Common Debt Service Reserve Account the amount necessary to restore the amount of cash and securities in the Common Debt Service Reserve Account to an amount equal to the difference between (a) the Debt Service Reserve Requirement for the Bonds participating in the Common Debt Service Reserve Account (or such lesser monthly amount that is required to be deposited into the Common Debt Service Reserve Account upon the failure of the City to provide a substitute Reserve Account Credit Facility in certain events) and (b) the portion of the required balance of the Common Debt Service Reserve Account satisfied by means of a Reserve Account Credit Facility, and (2) to any Reserve Account Credit Facility Provider the amount necessary to reinstate any Reserve Account Credit Facility that has been drawn down.

(v) The City may elect to satisfy in whole or in part the Debt Service Reserve Requirement for Bonds participating in the Common Debt Service Reserve Account by means of a Reserve Account Credit Facility, subject to the following requirements: (A) the Reserve Account Credit Facility Provider must have a credit rating issued by a Rating Agency not less than its second highest Rating; (B) the City shall not secure any obligation to the Reserve Account Credit Facility Provider by a lien equal to or superior to the lien granted to the related series of Bonds; (C) each Reserve Account Credit Facility shall have a term of at least one (1) year (or, if less, the remaining term of all related series of Bonds) and shall entitle the City to draw upon or demand payment and receive the amount so requested in immediately available funds on the date of such draw

or demand; (D) the Reserve Account Credit Facility shall permit a drawing by the City for the full stated amount in the event (i) the Reserve Account Credit Facility expires or terminates for any reason prior to the final maturity of the related series of Bonds, and (ii) the City fails to satisfy the Debt Service Reserve Requirement by the deposit to the Common Debt Service Reserve Account of cash, securities, a substitute Reserve Account Credit Facility, or any combination thereof, on or before the date of such expiration or termination; (E) if the Rating issued by the Rating Agency to the Reserve Account Credit Facility Provider is withdrawn or reduced below its second highest Rating, the City shall provide a substitute Reserve Account Credit Facility within sixty (60) days after such rating change, and, if no substitute Reserve Account Credit Facility is obtained by such date, shall fund the Debt Service Reserve Requirement in not more than twenty-four (24) equal monthly deposits commencing not later than the first day of the month immediately succeeding the date representing the end of such sixty (60) day period; and (F) if the Reserve Account Credit Facility Provider commences any insolvency proceedings or is determined to be insolvent or fails to make payments when due on its obligations, the City shall provide a substitute Reserve Account Credit Facility within sixty (60) days thereafter, and, if no substitute Reserve Account Credit Facility is obtained by such date, shall fund the Debt Service Reserve Requirement in not more than twenty-four (24) equal monthly deposits commencing not later than the first day of the month immediately succeeding the date representing the end of such sixty (60) day period. If the events described in either clauses (E) or (F) above occur, the City shall not relinquish the Reserve Account Credit Facility at issue until after the Debt Service Reserve Requirement is fully satisfied by the provision of cash, securities, or a substitute Reserve Account Credit Facility or any combination thereof. Any amount received from the Reserve Account Credit Facility shall be deposited directly into the Interest Account and the Principal Account for the Bonds participating in the Common Debt Service Reserve Account, and such deposit shall constitute the application of amounts in the Debt Service Reserve Account. Repayment of any draw-down on the Reserve Account Credit Facility (other than repayments that reinstate the Reserve Account Credit Facility) and any interest or fees due the Reserve Account Credit Facility Provider under such Reserve Account Credit Facility shall be secured by a lien on the Pledged Revenues subordinate to payments into the Sinking Fund and the Rebate Fund and payments to any Financial Facility Issuer securing Bonds. Any such Reserve Account Credit Facility shall be pledged to the benefit of the owners of each series of Bonds to which such Reserve Account Credit Facility relates. The City reserves the right, if it deems it necessary in order to acquire such a Reserve Account Credit Facility, to amend the Bond Resolution without the consent of any of the owners of the Bonds in order to grant to the Reserve Account Credit Facility Provider such additional rights as it may demand, provided that such amendment shall not, in the written opinion of Bond Counsel filed with the City, impair or reduce the security granted to the owners of Bonds or any of them.

(vi) All money on deposit in the Common Debt Service Reserve Account representing the Debt Service Reserve Requirement for a series of Bonds on the final payment date of such series of Bonds may be applied to the payment of the principal of and/or interest on such series of Bonds, provided that the amount in the Common Debt Service Reserve Account after such application shall not be less than the Debt Service Reserve

Requirement with respect to all remaining Bonds participating in the Common Debt Service Reserve Account.

(vii) All money remaining in the Common Debt Service Reserve Account on the final payment date of the Bonds participating in the Common Debt Service Reserve Account in excess of the amount required to make provisions for the payment in full of the interest and/or the principal of the Bonds of all Outstanding Series participating in the Common Debt Service Reserve Account shall be transferred by the City to for deposit in the Revenue Fund.

(viii) The Series 2020 shall participate in the Common Debt Service Reserve Account and upon the issuance of the Series 2020 Bonds, there shall be deposited into the Common Debt Service Reserve Account the amount specified in Section 4.4.

(f) Series Debt Service Reserve Account. Notwithstanding anything in Section 5.4(e), instead of making or causing a deposit to be made to the Common Debt Service Reserve Account, the City may, at the time of issuance of any series of Bonds, provide by Series Resolution for the creation of a Series Debt Service Reserve Account as additional security for such series of Bonds, and in its discretion reserving the right to allow a future series of Bonds to participate in such Series Debt Service Reserve Account, or provide that such series of Bonds participate in a Series Debt Service Reserve Account previously created for an Outstanding series of Bonds. Any Series Debt Service Reserve Account established under a Series Resolution shall be funded, at the time of issuance of such series of Bonds or over such other period of time as set forth in a Series Resolution, in an amount equal to the Debt Service Reserve Requirement with respect to the Bonds participating in such Series Debt Service Reserve Account. The City shall, by such Series Resolution, provide for the manner of funding and replenishing of such Series Debt Service Reserve Account and shall establish such other terms with respect to such Series Debt Service Reserve Account as the City may deem to be appropriate, including providing a Reserve Account Credit Facility in lieu thereof. Money held in a Series Debt Service Reserve Account shall be invested, and earnings from the investment of money in a Series Debt Service Reserve Account shall be applied, as provided in Section 5.7 hereof unless otherwise provided in a Series Resolution.

(g) Debt Service Reserve Fund Flexibility. Notwithstanding anything contained in Sections 5.4(e) or (f), at the time of issuance of any series of Bonds, the City may provide pursuant to a Series Resolution that neither a deposit to the Common Debt Service Reserve Account nor a deposit to a Series Debt Service Reserve Account shall be required and that such series of Bonds shall not be secured by the Common Debt Service Reserve Account or a Series Debt Service Reserve Account.

Section 5.5. Rebate Fund.

The Rebate Fund shall be held by the City in respect of Tax-Exempt Bonds and therein shall be deposited any rebate fund amounts required to be made under any tax or arbitrage agreement or certificate executed by the City in connection with the issuance of a series of Tax-Exempt Bonds. All amounts in the Rebate Fund shall be held free and clear of the lien of this Bond Resolution and the City shall pay such amounts to the United States Government or

otherwise from time to time in accordance with such tax or arbitrage agreement or certificate and applicable regulations under the Code.

Section 5.6. Deposits and Security of Funds and Accounts.

All moneys in the funds and accounts established under the Bond Resolution shall be held by the City in one or more Depositories qualified for use by the City. Uninvested moneys shall, at least to the extent not guaranteed by the Federal Deposit Insurance Corporation, be secured to the fullest extent required by the laws of the State for the security of public funds.

Section 5.7. Investment of Funds and Accounts.

Moneys in the funds and accounts established under the Bond Resolution shall be invested and reinvested in Permitted Investments bearing interest at the highest rates reasonably available (except to the extent that a restricted yield is required or advisable under Section 148 of the Code). Moneys in the Revenue Fund may be invested by the City in Permitted Investments maturing not later than the date or dates on which such moneys shall be required for the purposes intended. Moneys in the Interest Account and the Capitalized Interest Account may be invested by the City in Permitted Investments maturing or redeemable at the option of the holder prior to the next Interest Payment Date, but whenever prior to any Interest Payment Date the aggregate of the available moneys in such accounts exceeds the amount necessary to pay interest falling due on such Interest Payment Date, such excess may be invested in Permitted Investments maturing or redeemable at the option of the holder prior to the next following Interest Payment Date. Moneys in the Principal Account may be invested by the City in Permitted Investments maturing or redeemable at the option of the holder prior to the next Principal Maturity Date, but whenever prior to any Principal Maturity Date the aggregate of the available moneys in such account exceeds the amount necessary to pay principal falling due on such Principal Maturity Date, such excess may be invested in Permitted Investments maturing or redeemable at the option of the holder prior to the next following Principal Maturity Date. Moneys in the Debt Service Reserve Account shall be invested by the City in Permitted Investments that mature or are redeemable at the option of the holder within five years from date of purchase. Whenever any moneys in the Debt Service Reserve Account invested as above provided are needed for the payment of currently maturing principal of or interest on the Bonds, the City shall cause such investments to be liquidated at current market prices, to produce the amount required, without further instructions, and shall cause the proceeds of such liquidation to be applied to the payment of such principal and interest.

Investment Earnings in each fund and account (except for those established pursuant to Article XI) shall be allocated as follows:

- (a) Investment Earnings from the investment of moneys of each account held in the Sinking Fund (except for the Debt Service Reserve Account) shall be retained in the account of the Sinking Fund to which such investments relate;
- (b) Investment Earnings from the investment of moneys of each account held in the Construction Fund shall be retained in the account of the Construction Fund to which such investments relate;

(c) Investment Earnings from the investment of moneys in the Debt Service Reserve Account shall be retained in the Debt Service Reserve Account at all times the balance is less than the Debt Service Reserve Requirement; thereafter and at all times the balance of the Debt Service Reserve Account is equal to or greater than the Debt Service Reserve Requirement, such Investment Earnings shall be deposited in the Interest Account;

(d) Investment Earnings from the investment of moneys in the Rebate Fund shall be retained in the Rebate Fund; and

(e) Investment Earnings from the investment of moneys in the Revenue Fund shall be retained in the Revenue Fund.

The Series Resolution authorizing the issuance of any Subordinate Bonds shall specify any maturity limitations and allocations of Investment Earnings on investments of moneys in the funds and accounts relating to such Subordinate Bonds.

Moneys in each of such funds shall be accounted for as a separate and special fund apart from all other City funds, provided that investments of moneys therein may be made in a pool of investments together with other moneys of the City so long as sufficient Permitted Investments in such pool, not allocated to other investments of contractually or legally limited duration, are available to meet the requirements of the foregoing provisions.

Section 5.8. Valuation of Investments.

All investments made under the Bond Resolution shall, for purposes of the Bond Resolution, be valued at fair market value on each Interest Payment Date.

Section 5.9. Application of Excess in Sinking Fund.

Whenever at the end of each Fiscal Year the amount of moneys in any account of the Sinking Fund exceeds the amount then currently required to be held therein, the excess shall be transferred to the Revenue Fund.

Section 5.10. Disposition of Moneys After Payment of Bonds.

Any amounts remaining in any fund or account established under the Bond Resolution after payment in full of the principal of, redemption premium, if any, and interest on the Bonds (or after provision for payment thereof has been made), the fees, charges, and expenses of the Paying Agent and Bond Registrar, all amounts owing to any Financial Facility Issuer, any Reserve Account Credit Facility Provider, and any Qualified Hedge Provider, and all other amounts required to be paid under the Bond Resolution (including amounts required to be paid into the Rebate Fund), shall be promptly paid to the City.

ARTICLE VI

ADDITIONAL BONDS AND SUBORDINATE BONDS

Section 6.1. No Additional Bonds Except as Permitted in the Bond Resolution.

All Bonds shall have complete parity of lien on the Pledged Revenues despite the fact that any of the Bonds may be delivered at an earlier date than any other of the Bonds. The City may issue Additional Bonds in accordance with the Bond Resolution, and the City shall issue no other obligations of any kind or nature payable from or enjoying a lien on the Pledged Revenues or any part thereof having priority over or (except as permitted in the Bond Resolution) on a parity with the Series 2020 Bonds.

Section 6.2. Refunding Bonds.

Any or all of the Bonds may be refunded in accordance with their terms, or with the consent of the owners of such Bonds, and the refunding Bonds so issued shall constitute Additional Bonds, if:

(a) The City shall have executed a certificate: (i) setting forth the aggregate amount of interest and principal of all Bonds falling due during the then current Fiscal Year and for each subsequent Fiscal Year to and including the Fiscal Year of the last maturity of any Bonds then Outstanding (A) with respect to all Bonds Outstanding immediately prior to the date of authentication and delivery of such refunding Bonds and (B) with respect to all Bonds to be Outstanding immediately thereafter; and (ii) demonstrating that the amount set forth for each Fiscal Year pursuant to (i)(B) above is no greater than the amount set forth for such Fiscal Year pursuant to (i)(A) above.

(b) As an alternative to, and in lieu of, satisfying the requirements of Section 6.2(a), all Outstanding Bonds are being refunded under arrangements that immediately result in making provision for the payment of the refunded Bonds.

(c) The requirements of Section 6.3(d) and 6.3(f) are met with respect to such refunding Bonds.

Section 6.3. Additional Bonds Generally.

Bonds (including refunding Bonds that do not meet the requirements of Section 6.2) may also be issued on a parity with the Series 2020 Bonds pursuant to a Series Resolution, and the Bonds so issued shall constitute Additional Bonds, if all of the following conditions are satisfied:

(a) Except in the case of Additional Bonds issued for refunding purposes pursuant to Section 6.2, there shall have been procured and filed with the City either:

(i) a report by an Independent Certified Public Accountant to the effect that the historical Net Operating Revenues and Investment Earnings (excluding Investment Earnings, if any, on the Construction Fund) for a period of 12 consecutive months of the most recent 24 consecutive months prior to the issuance of the proposed Additional

Bonds were equal to at least 125% of the maximum annual Debt Service Requirement on all Bonds that will be Outstanding immediately after the issuance of the proposed Additional Bonds, in the then current or any succeeding Fiscal Year, or

(ii) (1) a report by an Independent Certified Public Accountant to the effect that the historical Net Operating Revenues and Investment Earnings (excluding Investment Earnings, if any, on the Construction Fund) for a period of 12 consecutive months of the most recent 24 consecutive months prior to the issuance of the proposed Additional Bonds were equal to at least 125% of the historical Debt Service Requirement on all Bonds that were Outstanding during such 12 month period, and

(2) a report by an Independent Rate Consultant to the effect that (A) the forecasted Net Operating Revenues and Investment Earnings (excluding Investment Earnings, if any, on the Construction Fund) for the period beginning on the expected date of issuance of the proposed Additional Bonds and ending on the date of commencement of the Forecast Period are expected to equal at least 100% of the Debt Service Requirement during such period on all Bonds that will be Outstanding immediately after the issuance of the proposed Additional Bonds, after taking into account amounts deposited into the Capitalized Interest Account, and (B) the forecasted Net Operating Revenues and Investment Earnings (excluding Investment Earnings, if any, on the Construction Fund) for each Fiscal Year in the Forecast Period are expected to equal at least 125% of the maximum annual Debt Service Requirement on all Bonds that will be Outstanding immediately after the issuance of the proposed Additional Bonds, in the then current or any succeeding Fiscal Year.

The reports by the Independent Certified Public Accountant that are required by this Section 6.3(a) may contain pro forma adjustments to historical Net Operating Revenues equal to 100% of the increased annual amount attributable to any revision in the schedule of rates, fees, and charges for the services, facilities, and commodities furnished by the System, imposed prior to the date of delivery of the proposed Additional Bonds and not fully reflected in the historical Net Operating Revenues actually received during such 12-month period. Such pro forma adjustments shall be based upon a report of an Independent Rate Consultant as to the amount of Operating Revenues that would have been received during such 12-month period had the new rate schedule been in effect throughout such 12-month period.

The report by the Independent Rate Consultant that is required by Section 6.3(a)(ii)(2) may not take into consideration any rate schedule to be imposed in the future, unless such rate schedule has been adopted by resolution or ordinance of the City Council. Such rate schedule adopted by resolution may contain, however, future effective dates.

(b) The City shall have received, at or before issuance of the Additional Bonds, a report from an Independent Certified Public Accountant to the effect that the payments required to be made into each account of the Sinking Fund have been made and the balance in each account of the Sinking Fund is not less than the balance required by the Bond Resolution as of the date of issuance of the proposed Additional Bonds.

(c) The Series Resolution authorizing the proposed Additional Bonds must require the proceeds of such proposed Additional Bonds to be used to make capital improvements to the System, to fund interest on the proposed Additional Bonds, to acquire existing or proposed water or sewer utilities, to refund other obligations issued for such purposes (whether or not such refunding Bonds satisfy the requirements of Section 6.2), and to pay expenses incidental thereto and to the issuance of the proposed Additional Bonds.

(d) If any Additional Bonds would bear interest at a Variable Rate, the Series Resolution under which such Additional Bonds are issued shall provide a maximum rate of interest per annum that such Additional Bonds may bear.

(e) The Administrator of the City and the Director of the Utilities Department of the City shall have certified, by written certificate dated as of the date of issuance of the Additional Bonds, that the City is in compliance with all requirements of the Bond Resolution.

(f) The City shall have received an opinion of Bond Counsel, dated as of the date of issuance of the Additional Bonds, to the effect that the Series Resolution and any related Supplemental Resolution authorizing the issuance of Additional Bonds have been duly adopted by the City.

Section 6.4. Subordinate Bonds.

(a) Bonds may also be issued on a subordinate basis with respect to the Bonds pursuant to a Series Resolution and the Bonds so issued shall constitute Subordinate Bonds, if all of the following conditions are satisfied:

(1) The Series Resolution authorizing the Subordinate Bonds shall provide that such Subordinate Bonds shall be junior and subordinate in lien and right of payment to all Bonds Outstanding at any time.

(2) The Series Resolution authorizing the Subordinate Bonds shall establish funds and accounts for the moneys to be used to pay debt service on the Subordinate Bonds, to pay Hedge Payments under Subordinate Hedge Agreements, and to provide reserves therefor.

(3) The requirements of Section 6.3(c), 6.3(d), and 6.3(f) are met with respect to such Subordinate Bonds (as if such Bonds constituted Additional Bonds).

(b) In the event of any insolvency or bankruptcy proceedings, and any receivership, liquidation, reorganization, or other similar proceedings in connection therewith, relative to the City or to its creditors, as such, or to its property, and in the event of any proceedings for voluntary liquidation, dissolution, or other winding up of the City, whether or not involving insolvency or bankruptcy, the owners of all Bonds then Outstanding and related Qualified Hedge Providers shall be entitled to receive payment in full of all principal and interest due on all such Bonds in accordance with the provisions of the Bond Resolution and related Hedge Payments in accordance with the provisions of the Hedge Agreements before the owners of the Subordinate Bonds or related Qualified Hedge Providers are entitled to receive any payment from the Pledged Revenues or the amounts held in the funds and accounts created under the Bond Resolution on

account of principal of, premium, if any, or interest on the Subordinate Bonds or Hedge Payments under Subordinate Hedge Agreements.

(c) In the event that any of the Subordinate Bonds are declared due and payable before their expressed maturities because of the occurrence of an event of default (under circumstances when the provisions of paragraph (b) shall not be applicable), the owners of all Bonds Outstanding and related Qualified Hedge Providers at the time such Subordinate Bonds so become due and payable because of the occurrence of such an event of default shall be entitled to receive payment in full of all principal and interest on all such Bonds and all Hedge Payments under related Hedge Agreements before the owners of the Subordinate Bonds or related Qualified Hedge Providers are entitled to receive any accelerated payment from the Pledged Revenues or the amounts held in the funds and accounts created under the Bond Resolution of principal of, premium, if any, or interest on the Subordinate Bonds or Hedge Payments under Subordinate Hedge Agreements.

(d) If any Event of Default shall have occurred and be continuing (under circumstances when the provisions of paragraph (b) shall not be applicable), the owners of all Bonds then Outstanding and related Qualified Hedge Providers shall be entitled to receive payment in full of all principal and interest then due on all such Bonds and all Hedge Payments under related Hedge Agreements before the owners of the Subordinate Bonds or related Qualified Hedge Providers are entitled to receive any payment from the Pledged Revenues or the amounts held in the funds and accounts created under the Bond Resolution of principal of, premium, if any, or interest on the Subordinate Bonds or Hedge Payments under Subordinate Hedge Agreements.

(e) No owner of Bonds or any related Qualified Hedge Provider shall be prejudiced in its right to enforce subordination of the Subordinate Bonds and Subordinate Hedge Agreements by any act or failure to act on the part of the City.

(f) The obligations of the City to pay to the owners of the Subordinate Bonds the principal of, premium, if any, and interest thereon in accordance with their terms and to pay to related Qualified Hedge Providers Hedge Payments in accordance with the terms of the Subordinate Hedge Agreements shall be unconditional and absolute. Nothing in the Bond Resolution shall prevent the owners of the Subordinate Bonds or related Qualified Hedge Providers from exercising all remedies otherwise permitted by applicable law or under the Bond Resolution or the Subordinate Hedge Agreements upon default thereunder, subject to the rights contained in the Bond Resolution of the owners of Bonds and related Qualified Hedge Providers to receive cash, property, or securities otherwise payable or deliverable to the owners of the Subordinate Bonds and related Qualified Hedge Providers, and any Series Resolution authorizing Subordinate Bonds may provide that, insofar as a trustee or paying agent for the Subordinate Bonds is concerned, the foregoing provisions shall not prevent the application by such trustee or paying agent of any moneys deposited with such trustee or paying agent for the purpose of the payment of or on account of the principal of, premium, if any, and interest on such Subordinate Bonds and Hedge Payments under Subordinate Hedge Agreements if such trustee or paying agent did not have knowledge at the time of such application that such payment was prohibited by the foregoing provisions.

(g) Any series of Subordinate Bonds and related Subordinate Hedge Agreements may have such rank or priority with respect to any other series of Subordinate Bonds and related Subordinate Hedge Agreements as may be provided in the Series Resolution authorizing such series of Subordinate Bonds and may contain such other provisions as are not in conflict with the provisions of the Bond Resolution.

Section 6.5. Accession of Subordinate Bonds and related Subordinate Hedge Agreements to Parity Status.

By proceedings authorizing Subordinate Bonds, the City may provide for the accession of such Subordinate Bonds and related Subordinate Hedge Agreements to the status of complete parity with the Bonds and related Hedge Agreements if, as of the date of accession, the conditions of Section 6.3(a)(i) and 6.3(f) are satisfied, on a basis that includes all Outstanding Bonds and such Subordinate Bonds, and if on the date of accession:

- (a) the Debt Service Reserve Account contains an amount equal to the Debt Service Reserve Requirement; and
- (b) the Interest Account and the Principal Account contain the amounts that would have been required to be accumulated therein on the date of accession if the Subordinate Bonds had originally been issued as Additional Bonds.

Section 6.6. Adoption of Proceedings and Validation.

The City shall adopt a Series Resolution authorizing the issuance of any Additional Bonds and reciting that the requirements of this Article have been satisfied, and shall set forth in such proceedings, among other things, the date or dates such Additional Bonds shall bear and the rate or rates of interest, interest payment date or dates, maturity date or dates, and redemption provisions with respect to such Additional Bonds and any other matters applicable to such Additional Bonds as the City may deem advisable.

Any such Series Resolution shall restate and reaffirm, by reference, all of the applicable terms, conditions, and provisions of the Bond Resolution not modified by the Series Resolution.

All Additional Bonds, any Series Resolution providing for Additional Bonds, and all proceedings relative thereto and the security therefor shall be validated as then prescribed by law.

Section 6.7. Proceedings Authorizing Additional Bonds.

No Series Resolution authorizing the issuance of Additional Bonds as permitted under this Article shall conflict with the terms and conditions of the Bond Resolution, except to the extent that the Series Resolution is adopted for one of the purposes set forth in Section 12.1 and complies with the provisions of Section 12.1 for the adoption of Supplemental Resolutions without the consent of Bondholders.

Section 6.8. Applicability to Additional Bonds.

The provisions of the Bond Resolution shall be construed as including and being applicable to any future series of Bonds, and any such Bonds shall be treated, unless otherwise specifically stated, just as if they had been issued together with the Series 2020 Bonds and pursuant to the terms of this Master Bond Resolution.

Section 6.9. Financial Facilities and Hedge Agreements.

(a) In connection with the issuance of any Bonds under the Bond Resolution, the City may obtain or cause to be obtained one or more Financial Facilities providing for payment of all or a portion of the principal of, premium, if any, or interest due or to become due on such Bonds, providing for the purchase of such Bonds by the Financial Facility Issuer, or providing funds for the purchase of such Bonds by the City. In connection therewith the City shall enter into Financial Facility Agreements with such Financial Facility Issuers providing for, among other things, (i) the payment of fees and expenses to such Financial Facility Issuers for the issuance of such Financial Facilities; (ii) the terms and conditions of such Financial Facilities and the Bonds affected thereby; and (iii) the security, if any, to be provided for the issuance of such Financial Facilities. The City may secure any Financial Facility by an agreement providing for the purchase of the Bonds secured thereby with such adjustments to the rate of interest, method of determining interest, maturity, or redemption provisions as are specified by the City in the applicable Series Resolution. The City may in a Financial Facility Agreement agree to directly reimburse such Financial Facility Issuer for amounts paid under the terms of such Financial Facility, together with interest thereon; provided, however, that no Reimbursement Obligation shall be created for purposes of the Bond Resolution until amounts are paid under such Financial Facility. Any such Reimbursement Obligation shall be deemed to be a part of the Bonds to which the Financial Facility relates that gave rise to such Reimbursement Obligation, and references to principal and interest payments with respect to such Bonds shall include principal and interest (except for Additional Interest and principal amortization requirements with respect to the Reimbursement Obligation that are more accelerated than the amortization requirements for the related Bonds, without acceleration) due on the Reimbursement Obligation incurred as a result of payment of such Bonds with the Financial Facility. All other amounts payable under the Financial Facility Agreement (including any Additional Interest and principal amortization requirements with respect to the Reimbursement Obligation that are more accelerated than the amortization requirements for the related Bonds, without acceleration) shall be fully subordinate to the payment of debt service on the related class of Bonds. Any such Financial Facility shall be for the benefit of and secure such Bonds or portion thereof as specified in the applicable Series Resolution.

(b) In connection with the issuance of any Bonds or at any time thereafter so long as such Bonds remain Outstanding, the City may enter into Hedge Agreements with Qualified Hedge Providers, and no other providers, with respect to any Bonds. The City shall authorize the execution, delivery, and performance of each Hedge Agreement in a Supplemental Resolution, in which it shall designate the related Hedged Bonds. The City's obligation to pay Hedge Payments may be secured by a pledge of, and lien on, the Pledged Revenues on a parity with the lien created by Section 5.1 to secure the related Hedged Bonds, or may be subordinated in lien and right of payment to the payment of the Bonds, as determined by the City.

Section 6.10. Other Obligations.

The City expressly reserves the right, at any time, to adopt one or more other bond resolutions and reserves the right, at any time, to issue any Other System Obligations not secured by the amounts pledged under the Bond Resolution.

Section 6.11. Reserved

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ARTICLE VII

DEPOSITORIES OF MONEYS AND SECURITIES FOR DEPOSITS

Section 7.1. Depository; Security for Deposits.

(a) All moneys received by the City under the terms hereof shall, subject to the giving of security as hereinafter provided, be deposited with the proper Depository in the name of the City. All moneys deposited under the provisions hereof shall be deposited in banks insured by the Federal Deposit Insurance Corporation, or any successor thereto, and such moneys shall be applied in accordance with the terms and for the purposes set forth in this Bond Resolution and shall not be subject to lien or attachment or any type of security interest by any creditor of the City.

(b) No moneys belonging to any of the Funds shall be deposited or remain on deposit and uninvested with any Depository in an amount in excess of the amount guaranteed by the Federal Deposit Insurance Corporation, or any successor thereto, unless such institution shall have pledged for the benefit of the City and the owners of the Bonds as collateral security for the moneys deposited direct obligations of or obligations the principal and interest of which are unconditionally guaranteed by the United States of America, or other marketable securities eligible as security for the deposit of trust funds under regulations of the Board of Governors of the Federal Reserve System and having a market value (exclusive of accrued interest) at least equal to the amount of such deposits.

(c) In the event the Depository of the Sinking Fund and the Paying Agent for all Bonds then outstanding is the same bank acting in both capacities, then said Depository of the Sinking Fund shall, without any further direction on the part of or any further authorization from the City, use and disburse the moneys in the Sinking Fund as provided in this Bond Resolution; except that, if, as provided under Article III, it redeems or buys any Bonds with moneys in the Sinking Fund, then proper authorization and direction from the City shall be furnished for such use and disbursement.

Section 7.2. Successor Custodians and Depositories.

The City may, from time to time, designate a successor Depository provided said custodians and depositories comply with all of the provisions of this Article and the applicable provisions of the Bond Resolution.

ARTICLE VIII

GENERAL PROVISIONS

Section 8.1. Rate Covenant.

The City shall continuously own, control, operate, and maintain the System in an efficient and economical manner and on a revenue producing basis and shall prescribe, fix, maintain, and collect rates, fees, and other charges for the services, facilities, and commodities furnished by the System fully sufficient to:

(a) provide for 100% of the Expenses of Operation and Maintenance and for the accumulation in the Revenue Fund of a reasonable reserve therefor to the extent required by the Bond Resolution; and

(b) produce Net Operating Revenues in each Fiscal Year that (together with Investment Earnings, other than Investment Earnings on the Construction Fund):

(i) will equal at least 110% of the Debt Service Requirement on all Bonds then Outstanding for the year of computation and 100% of the Debt Service Requirement on all Subordinate Bonds then Outstanding for the year of computation;

(ii) will enable the City to make all required payments, if any, into the Debt Service Reserve Account and the Rebate Fund and to any Financial Facility Issuer, any Reserve Account Credit Facility Provider, and any Qualified Hedge Provider;

(iii) will enable the City to accumulate an amount to be held in the Revenue Fund as required by the Bond Resolution, and such greater amount which in the judgment of the City is adequate to meet the costs of major renewals, replacements, repairs, additions, betterments, and improvements to the System, necessary to keep the same in good operating condition or as is required by any governmental agency having jurisdiction over the System; and

(iv) will remedy all deficiencies in required payments into any of the funds and accounts mentioned in the Bond Resolution from prior Fiscal Years.

If the City fails to prescribe, fix, maintain, and collect rates, fees, and other charges, or to revise such rates, fees, and other charges, in accordance with the provisions of this Section, the owners of not less than 25% in aggregate principal amount of the Bonds then Outstanding, without regard to whether any Event of Default shall have occurred, may institute and prosecute in any court of competent jurisdiction an appropriate action to compel the City to prescribe, fix, maintain, or collect such rates, fees, and other charges, or to revise such rates, fees, and other charges, in accordance with the requirements of this Section.

The rates, fees, and other charges shall be classified in a reasonable manner to cover users of the services and facilities furnished by the System so that, as nearly as practicable, such rates, fees, and other charges shall be uniform in application to all users falling within any reasonable class. No free services shall at any time be furnished from the System. All service

shall be on a metered basis except public parks, fire hydrants, and fire sprinklers. All services shall be furnished in accordance with rates now or hereafter established.

Section 8.2. Maintenance of the System in Good Condition.

The City covenants that it has and will continue to enforce reasonable rules and regulations governing the System and the operation thereof, that all compensation, salaries, fees, and wages paid by it in connection with the operation, maintenance, and repair of the System will be reasonable, and that no more persons will be employed by it than are necessary, that it will operate the System in an efficient and economical manner and will at all times maintain the System in good repair and in sound operating condition, that it will make all necessary repairs, renewals, and replacements to the System, and that it will comply with all valid acts, rules, regulations, orders, and directions of any legislative, executive, administrative, or judicial body applicable to the System and the City's operation thereof.

Section 8.3. Insurance.

With respect to the System, the City will carry adequate public liability, fidelity, and property insurance, such as is maintained by similar utilities as the System, including but not limited to the following:

- (a) comprehensive general liability insurance on an occurrence or claims made basis; and
- (b) the following properties will at all times be insured to the full insurable value thereof with a responsible insurance company or companies, authorized and qualified under the laws of the State to assume the risks thereof against loss or damage from the following causes: (i) all buildings and all machinery and equipment therein against loss or damage by fire, lightning, tornado, winds, and explosions; and (ii) all other property against loss or damage by fire or lightning if the same is not fireproof, and against loss or damage from other causes customarily insured against by similar utilities of like size; and
- (c) fidelity bonds or policies covering all agents, employees, and officials of the City whose duties involve the receipt, custody, investment, or disbursement of Operating Revenues, Investment Earnings, Hedge Receipts, or other Pledged Revenues, including proceeds from the sale of Bonds, in an amount not less than the greatest amount reasonably anticipated to be within the custody or control of such officer, agent, or employee at one time.

The City shall indemnify itself against the usual hazards incident to the construction of any Project, and without in any way limiting the generality of the above, shall: (a) require each construction contractor and each subcontractor to furnish a bond, or bonds, of such type and in amounts adequate to assure the faithful performance of their contracts and the payment of all bills and claims for labor and material arising by virtue of such contracts; and (b) require each construction contractor or the subcontractor to maintain at all times until the completion and acceptance of the Project adequate compensation insurance for all of their employees and adequate public liability and property damage insurance for the full and complete protection of

the City from any and all claims of every kind and character that may arise by virtue of the operations under their contracts, whether such operations be by themselves or by anyone directly or indirectly for them, or under their control.

All such policies shall be for the benefit of and made payable to the City and shall be on deposit with the City; provided, however, the City may elect to be a self-insurer with respect to any risks for which insurance is required under this Section 8.3. The cost of such insurance may be paid as an Expense of Operation and Maintenance.

All moneys received for losses under any such insurance policies, except public liability policies, are hereby pledged by the City as security for the Bonds until and unless such proceeds are paid out in making good the loss or damage in respect of which such proceeds are received, either by repairing the property damaged or replacing the property destroyed or by depositing the same in the Revenue Fund. Adequate provision for making good such loss and damage shall be made within 120 days from the date of the loss. Insurance proceeds not used in making such provision shall be deposited in the Revenue Fund on the expiration of such 120-day period. Such insurance proceeds shall be payable to the City by appropriate clause to be attached to or inserted in the policies.

Section 8.4. No Sale, Lease, or Encumbrance; Exceptions.

Except as expressly permitted in the Bond Resolution, the City irrevocably covenants, binds, and obligates itself not to sell, lease, encumber, or in any manner dispose of the System as a whole or in part until all of the Bonds and all interest thereon shall have been paid in full or provision for payment has been made in accordance with Article XI.

The City shall have and hereby reserves the right to sell, lease, or otherwise dispose of any of the property comprising a part of the System in the following manner, if any one of the following conditions exists: (i) such property is not necessary for the operation of the System; (ii) such property is not useful in the operation of the System; (iii) such property is not profitable in the operation of the System; or (iv) the disposition of such property will be advantageous to the System and will not adversely affect the security for the Bondholders. All proceeds of any such sale shall be deposited in the Revenue Fund.

In addition, the City reserves the right to sell or transfer any portion of the System to any political subdivision or authority or agency of one or more political subdivisions of the State, provided that there shall be first filed with the City: (i) an opinion of Bond Counsel to the effect that such sale will not adversely affect the extent to which interest on any Tax-Exempt Bonds is excluded from gross income for federal income tax purposes; and (ii) an opinion of an Independent Rate Consultant expressing the view that such sale will not result in any diminution of Pledged Revenues to the extent that in any future Fiscal Year the Pledged Revenues will be less than 125% of the maximum annual Debt Service Requirement on all Bonds to be Outstanding after such sale, in the then current or any succeeding Fiscal Year. In reaching this conclusion, the Independent Rate Consultant shall take into consideration such factors as the Independent Rate Consultant may deem significant, including (i) anticipated diminution of Operating Revenues, (ii) anticipated increase or decrease in Expenses of Operation and Maintenance attributable to the sale, and (iii) reduction in the annual Debt Service Requirement

attributable to the application of the sale proceeds to the provision for payment of Bonds theretofore Outstanding. Such sale may include a partial interest in a water or sewer facility owned or to be owned in whole or in part by the City. All proceeds of any such sale shall be deposited in the Revenue Fund.

The City reserves the right to transfer the System as a whole to any political subdivision or authority or agency of one or more political subdivisions of the State to which may be delegated the legal authority to own and operate the System, or any portion thereof, on behalf of the public, and which undertakes in writing, filed with the City, the City's obligations under the Bond Resolution, provided that there shall be first filed with the City: (i) an opinion of Bond Counsel to the effect that such sale will not adversely affect the extent to which interest on any Tax Exempt Bonds is excludable from gross income for federal income tax purposes; and (ii) an opinion of an Independent Rate Consultant expressing the view that such transfer will not result in any diminution of Pledged Revenues to the extent that in any future Fiscal Year the Pledged Revenues will be less than 125% of the maximum annual Debt Service Requirement on all Bonds to be Outstanding after such sale, in the then current or any succeeding Fiscal Year. In reaching this conclusion, the Independent Rate Consultant shall take into consideration such factors as the Independent Rate Consultant may deem significant, including any rate schedule to be imposed by the transferee political subdivision, authority, or agency.

Section 8.5. Books, Records, and Accounts.

The City shall, after the close of each Fiscal Year, cause the books, records, and accounts of the System to be properly audited by an Independent Certified Public Accountant and shall require such Independent Certified Public Accountant to complete its report within 210 days after the close of the Fiscal Year. The audit report shall cover, but shall not be limited to, a balance sheet, an income statement, a cash flow statement, and any other statement required by law or accounting convention, and a report by such Independent Certified Public Accountant disclosing any material financial default on the part of the City in the performance of any covenant in the Bond Resolution. A copy of such annual audit report shall be made available to any Bondholder, Financial Facility Issuer, Qualified Hedge Provider, or Reserve Account Credit Facility Provider on request.

Section 8.6. Rights of Inspection.

The owner or owners of \$1,000,000 or more in aggregate principal amount of Bonds, any Financial Facility Issuer, any Qualified Hedge Provider, or any Reserve Account Credit Facility Provider shall have the right at all reasonable times to inspect the System and all records, accounts, and data of the City relating thereto. Upon request the City will furnish to such persons such financial statements and other available information relating to the City and the System as such persons may from time to time reasonably require.

Section 8.7. No Impairment of Rights.

The City shall not enter into any contract or contracts, nor take any action, the results of which might materially impair the rights of the Bondholders.

Section 8.8. Satisfaction of Liens.

The City will from time to time duly pay and discharge or cause to be paid and discharged all taxes, assessments, and other governmental charges, if any, lawfully imposed upon the System or any part thereof or upon the Pledged Revenues, as well as any lawful claims for labor, materials, or supplies that if unpaid might by law become a lien or charge upon the System or the Pledged Revenues or any part thereof or that might impair the security of the Bonds, except when the City in good faith contests its liability to pay the same.

Section 8.9. Compulsory Sewer Connections.

In consideration of the purchase of the Bonds and in order better to secure the prompt payment of principal and interest thereon, as well as for the purpose of protecting the health and welfare of the inhabitants of the City, and acting under authority of the general laws of the State, the City will, to the extent permitted by law, and to the extent not prevented by physical impediments or inadequate capacity of the System, require every owner of each lot and parcel of land in the jurisdiction which is served by the City and which abuts upon any street or public way containing a sewage line forming a part of the System and upon which lot a building shall subsequently be constructed for residential, commercial, or industrial use, to connect such building to such sewage line and to refrain from using any other method for the disposal of sewage.

Section 8.10. Enforcement of Charges and Connections.

The City shall compel the prompt payment of rates, fees, and charges imposed for service rendered on every lot or parcel connected with the System, and to that end will vigorously enforce all of the provisions of any resolution or ordinance of the City having to do with water and sewer connections and with water and sewer charges, and all of the rights and remedies permitted the City under law. The City by this Section expressly covenants and agrees that such charges will be enforced and promptly collected to the full extent permitted by law, including the requirement for the making of reasonable deposits by customers of the System to the extent required by the City and the securing of injunctions against the disposition of sewage or industrial waste into the System by any premises delinquent in the payment of such charges.

Section 8.11. Payments.

All payments falling due on the Bonds for principal and interest shall be made by the City from the Pledged Revenues or, at the City's option, other legally available revenues to the owners thereof when due in full, and all reasonable and authorized charges made by the Bond Registrar and any Paying Agent shall be paid by the City when due.

Section 8.12. No Loss of Lien on Revenues.

The City shall not do, or omit to do, or permit to be done or to be omitted any matter or thing whatsoever whereby the lien of the Bond Resolution on the Pledged Revenues or any part thereof might or could be lost or impaired.

Section 8.13. Annual Budget.

The City agrees to adopt an Annual Budget for the System for each Fiscal Year in compliance with the rate covenants as stated in Section 8.1.

Section 8.14. Tax Provisions.

The City recognizes that the purchasers and owners of Tax-Exempt Bonds will have accepted the Tax-Exempt Bonds on, and paid for the Tax-Exempt Bonds a price that reflects, the understanding that interest on such Tax-Exempt Bonds is not included in the gross income of the owners for federal income tax purposes under laws in force at the time the Tax-Exempt Bonds shall have been delivered.

The City shall take any and all action that may be required from time to time in order to assure that interest on the Tax-Exempt Bonds shall remain excludable from the gross income of the owners of the Tax-Exempt Bonds for federal income tax purposes and shall refrain from taking any action that would adversely affect such status.

Prior to or contemporaneously with delivery of each series of Tax-Exempt Bonds, the Mayor and the Clerk of the City Council shall execute a certificate as to arbitrage matters on behalf of the City respecting the investment of the proceeds of such series of Tax-Exempt Bonds. Such certificate shall be a representation and certification of the City, and an executed copy thereof shall be delivered to the Bond Registrar. The City shall not knowingly invest or participate in the investment of any moneys held under the Bond Resolution if such investment would cause interest on any Tax-Exempt Bonds to become included in gross income for federal income tax purposes.

The Mayor or the Clerk of the City Council may also execute and deliver, on behalf of the City: (i) such agreements, filings, and other writings as may be necessary or desirable to cause or bind the City to comply with any requirements for rebate under Section 148(f) of the Code, or (ii) such certificate or other writing as may be necessary or desirable to qualify for exemption from such rebate requirements.

The City shall calculate, from time to time, as required in order to comply with the provisions of Section 148(f) of the Code, the amounts required to be rebated (including penalties) to the United States and shall deposit or cause to be deposited into the Rebate Fund any and all of such amounts promptly following a determination of any such amount.

The City shall direct the Depository of the Rebate Fund to keep all moneys held therein invested in Permitted Investments. To the extent and at the times required in order to comply with Section 148(f) of the Code, the City may withdraw funds from the Rebate Fund for the purpose of making rebate payments (including penalties) to the United States as required by Section 148(f) of the Code. Except as otherwise specifically provided in this Section, moneys in the Rebate Fund may not be withdrawn from the Rebate Fund for any other purpose.

All earnings on investments held in any account of the Rebate Fund shall be retained in such account of the Rebate Fund and shall become part of such account of the Rebate Fund. Moneys held in the Rebate Fund, including the investment earnings thereon, if any, shall not be

subject to a pledge in favor of the owners of the Bonds under the Bond Resolution and may not be used to pay amounts due on the Bonds or under any Financial Facility Agreements or Hedge Agreements or amounts required for the operation, maintenance, enlargement, or extension of the System.

The City shall have the right to create special accounts, from time to time, in the Rebate Fund as it may deem desirable.

If the City shall deliver to the Depository of the Rebate Fund a certificate, signed by an officer of the City, certifying that the City has filed all reports required to be filed with the United States pursuant to Section 148(f) of the Code and has made all payments required to be made to the United States pursuant to Section 148(f) of the Code, then the Depository of the Rebate Fund shall transfer to, or upon the order of, the City all moneys or investments remaining in the Rebate Fund, and such moneys and investments may be used by the City for any lawful purpose permitted by the Bond Resolution.

The City may employ any rebate analyst or other expert to perform any of the City's duties with respect to the Rebate Fund, other than payment of moneys into the Rebate Fund.

The City hereby covenants and agrees that it will not use or permit any use of the proceeds of the sale of any Tax-Exempt Bonds, or any other moneys arising out of the ownership or operation of the System or otherwise, or use or permit the use of any of the facilities being financed or refinanced thereby or any other portion of the System, which would cause any Tax-Exempt Bonds or any portion thereof to be "private activity bonds" within the meaning of Section 141 of the Code.

The covenants, certifications, representations, and warranties contained in this Section shall survive payment in full or provision for payment in full of the Tax-Exempt Bonds.

The City hereby agrees to adopt and comply with the Tax Policy, attached hereto as Exhibit B.

Section 8.15. Payments to City Must be in Money.

The City shall require all payments to be made to the City as water and sewerage service charges to be made in lawful moneys of the United States of America.

Section 8.16. Continuing Disclosure for Series 2020 Bonds.

The City hereby covenants and agrees that it shall comply with and carry out all of the provisions of the Series 2020 Disclosure Certificate. Notwithstanding any other provision of the Bond Resolution, failure of the City to comply with the Series 2020 Disclosure Certificate shall not be considered a default or an Event of Default under the Bond Resolution. It is expressly provided, however, that any beneficial owner of the Series 2020 Bonds may take such action, to the extent and in such manner as may be allowed by applicable law, as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the City to comply with its obligations under this Section 8.16.

ARTICLE IX

EVENTS OF DEFAULT AND REMEDIES

Section 9.1. Definition of Events of Default.

An “Event of Default” shall mean the occurrence of any one or more of the following:

- (a) failure to pay the principal or redemption price of any Bond when the same shall become due and payable, either at maturity or by proceedings for redemption or otherwise; or
- (b) failure to pay any installment of interest on any Bond when and as such installment of interest shall become due and payable; or
- (c) default shall be made by the City in the performance of any obligation in respect to the Debt Service Reserve Account for Bonds and such default shall continue for 30 days thereafter; or
- (d) the City shall (1) admit in writing its inability to pay its debts generally as they become due, (2) file a petition in bankruptcy or take advantage of any insolvency act, (3) make an assignment for the benefit of its creditors, (4) consent to the appointment of a receiver of itself or of the whole or any substantial part of its property, or (5) be adjudicated a bankrupt; or
- (e) a court of competent jurisdiction shall enter an order, judgment, or decree appointing a receiver of the System or any of the funds or accounts established in Article IV or Article V, or of the whole or any substantial part of the City’s property, or approving a petition seeking reorganization of the City under the federal bankruptcy laws or any other applicable law or statute of the United States of America or the State, and such order, judgment, or decree shall not be vacated or set aside or stayed within 60 days from the date of the entry thereof; or
- (f) under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of any of the funds or accounts established in Article IV or Article V, or of the City or of the whole or any substantial part of the City’s property, and such custody or control shall not be terminated or stayed within 60 days from the date of assumption of such custody or control; or
- (g) the City shall fail to perform any of the other covenants, conditions, agreements, and provisions contained in the Bonds or in the Bond Resolution (other than in Section 8.16) on the part of the City to be performed, and such failure shall continue for 90 days after written notice specifying such failure and requiring it to be remedied shall have been given to the City by the owners of not less than, or a Credit Facility Issuer securing not less than, 25% in aggregate principal amount of the Bonds; provided, however, if the failure stated in such notice can be corrected, but not within such 90 day period, the City shall have 180 days after such written notice to cure such default if corrective action is instituted by the City within such 90 day period and diligently pursued until the failure is corrected; or
- (h) an Event of Default under any Series Resolution relating to Bonds shall occur; or

(i) failure by any Liquidity Facility Issuer to pay the purchase price of Bonds under any Liquidity Facility then in effect; or

(j) delivery to the City by a Credit Facility Issuer of written notice stating that an “Event of Default” has occurred under any Credit Facility Agreement relating to Bonds; or

(k) delivery to the City by a Qualified Hedge Provider of written notice stating that an “Event of Default” has occurred under any Hedge Agreement.

Section 9.2. Remedies.

(a) Upon the happening and continuance of any Event of Default specified in Section 9.1(a) or 9.1(b), then and in every such case, the principal of all Bonds then Outstanding shall become due and payable immediately, together with the interest accrued thereon to the date of such acceleration, at the place of payment provided therein, and interest on the Bonds shall cease to accrue after the date of such acceleration, anything in the Bond Resolution or in the Bonds to the contrary notwithstanding. Upon the happening and continuance of any Event of Default specified in Section 9.1 (except in Section 9.1(a), 9.1(b), 9.1(i), 9.1(j), and 9.1(k)), then and in every such case, upon the written declaration of the owners of more than 50% in aggregate principal amount of all Bonds then Outstanding or upon the written demand of a Credit Facility Issuer securing more than 50% in aggregate principal amount of the Bonds then Outstanding, the principal of all Bonds then Outstanding shall become due and payable immediately, together with the interest accrued thereon to the date of such acceleration, at the place of payment provided therein, and interest on the Bonds shall cease to accrue after the date of such acceleration, anything in the Bond Resolution or in the Bonds to the contrary notwithstanding.

Upon any declaration of acceleration under the Bond Resolution, the City shall immediately draw under the applicable Credit Facility to the extent permitted by the terms thereof that amount which, together with other amounts on deposit under the Bond Resolution, shall be sufficient to pay the principal of and accrued interest on the related Bonds so accelerated.

The above provisions, however, are subject to the condition that if, after the principal of the Bonds shall have been so accelerated, all arrears of interest upon such Bonds, and interest on overdue installments of interest at the rate on such Bonds, shall have been paid by the City, the principal of such Bonds that has matured (except the principal of any Bonds not then due by their terms except as provided above) has been paid, and the City shall also have performed all other things in respect to which it may have been in default under the Bond Resolution, and the Credit Facility Issuer shall have reinstated the Credit Facility in the full amount available to be drawn thereunder by written notice to the City, then, in every such case, the owners of more than 50% in aggregate principal amount of all Bonds then Outstanding by written notice to the City, may waive such default and its consequences and such waiver shall be binding upon the City and upon all owners of the Bonds; but no such waiver shall extend to or affect any subsequent default or impair any right or remedy consequent thereon. Notwithstanding the foregoing, as long as the applicable Credit Facility Issuer shall not then continue to dishonor draws under the Credit Facility, no Event of Default with respect to the related Bonds may be waived without the express written consent of such Credit Facility Issuer.

(b) Upon the happening and continuance of any Event of Default, any owner of Bonds then Outstanding affected by the Event of Default or a duly authorized agent for such owner may proceed to protect and enforce its rights and the rights of the owners of Bonds by such of the following remedies as it shall deem most effectual to protect and enforce such rights:

- (i) by mandamus or other suit, action, or proceeding at law or in equity, enforce all rights of the owners of Bonds, including the right to require the appointment of a receiver for the System or to exercise any other right or remedy provided by the Revenue Bond Law and to require the City to perform any other covenant or agreement contained in the Bond Resolution and to perform its duties under the Revenue Bond Law;
- (ii) by bringing suit upon the Bonds;
- (iii) by action or suit in equity, require the City to account as if it were the trustee of an express trust for the owners of the Bonds;
- (iv) by action or suit in equity, enjoin any acts or things that may be unlawful or in violation of the rights of the owners of the Bonds; or
- (v) by pursuing any other available remedy at law or in equity or by statute.

In the enforcement of any remedy under the Bond Resolution, owners of Bonds shall be entitled to sue for, enforce payment on, and receive any and all amounts then or during any default becoming, and at any time remaining, due from the City for principal, redemption premium, interest, or otherwise, under any provision of the Bond Resolution or of the Bonds, and unpaid, with interest on overdue payments at the rate or rates of interest specified in such Bonds, together with any and all costs and expenses of collection and of all proceedings under the Bond Resolution and under such Bonds, without prejudice to any other right or remedy of the owners of Bonds, and to recover and enforce a judgment or decree against the City for any portion of such amounts remaining unpaid, with interest, costs, and expenses, and to collect from any moneys available for such purpose, in any manner provided by law, the moneys adjudged or decreed to be payable.

Section 9.3. Remedies Cumulative.

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

Section 9.4. Waiver of Default.

No delay or omission of any Bondholder 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 an acquiescence therein, and every power and remedy given by the Bond Resolution to the Bondholders may be exercised from time to time and as often as may be deemed expedient.

Section 9.5. Application of Moneys After Default.

If an Event of Default occurs and shall not have been remedied, the City or a receiver appointed for the purpose shall apply all Pledged Revenues as follows and in the following order of priority:

(a) Expenses of Receiver and Paying Agent and Bond Registrar – to the payment of the reasonable and proper charges, expenses, and liabilities of the receiver and the Paying Agent and Bond Registrar under the Bond Resolution;

(b) Expenses of Operation and Maintenance and Renewals and Replacements – to the payment of all reasonable and necessary Expenses of Operation and Maintenance and major renewals and replacements to the System;

(c) Principal or Redemption Price, Interest, and Hedge Payments – to the payment of the interest and principal or redemption price then due on the Bonds and Hedge Payments then due under Hedge Agreements, as follows:

(i) Unless the principal of all the Bonds shall have become due and payable, all such moneys shall be applied as follows:

First: to the payment to the persons entitled thereto of all installments of interest then due on the Bonds, in the order of the maturity of such installments (with interest on defaulted installments of interest at the rate or rates borne by the Bonds with respect to which such interest is due, but only to the extent permitted by law), and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the persons entitled thereto, without any discrimination or preference. As to any Compound Interest Bond that is a Bond, such interest shall accrue on the Accreted Value of such Bond and be set aside on a daily basis until the next compounding date for such Bonds, whereupon it shall be paid to the owner of such Bond as interest on a defaulted obligation and only the unpaid portion of such interest (if any) shall be treated as principal of such Bond.

Second: to the payment of the Hedge Payments due under any Senior Hedge Agreements pursuant to their terms.

Third: to the payment to the persons entitled thereto of the unpaid principal of any of the Bonds that shall have become due at maturity or upon mandatory redemption prior to maturity (other than Bonds called for redemption for the payment of which moneys are held pursuant to the provisions of Article XI), in the order of their due dates, with interest upon such Bonds from the respective dates upon which they became due, and, if the amount available shall not be sufficient to pay in full Bonds due on any particular date, together with such interest, then to the payment first of such interest, ratably according to the amount of such interest due on such

date, and then to the payment of such principal, ratably according to the amount of such principal due on such date, to the persons entitled thereto without any discrimination or preference. The Accreted Value of a Compound Interest Bond that is a Bond (except for interest that shall have been paid under paragraph first) shall be treated as principal for purposes of this paragraph third.

Fourth: to the payment of the redemption premium on and the principal of any Bonds called for optional redemption pursuant to their terms.

(ii) If the principal of all the Bonds shall have become due and payable, all such moneys shall be applied to the payment of the principal and interest then due and unpaid upon the Bonds, with interest thereon as aforesaid, and due and unpaid Hedge Payments under Hedge Agreements, without preference or priority of principal over interest or Hedge Payments or of interest over principal or Hedge Payments, or of Hedge Payments over principal or interest, or of any installment of interest over any other installment of interest, or of any Bond over any other Bonds, or of any such Hedge Payment over any other such Hedge Payment, ratably, according to the amounts due respectively for principal, interest, and Hedge Payments, to the persons entitled thereto without any discrimination or preference.

Section 9.6. Rights of Credit Facility Issuer.

Notwithstanding any other provision of the Bond Resolution, in the event that the City shall draw under a Credit Facility any amount for the payment of principal of or interest on any Bonds, then upon such payment the related Credit Facility Issuer shall succeed to and become subrogated to the rights of the recipients of such payments and such principal or interest shall be deemed to continue to be unpaid and Outstanding for all purposes and shall continue to be fully secured by the Bond Resolution until the Credit Facility Issuer, as successor and subrogee, has been paid all amounts owing in respect of such subrogated payments of principal and interest. Such rights shall be limited and evidenced by having the City note the Credit Facility Issuer's rights as successor and subrogee on its records, and the City shall, upon request, deliver to the Credit Facility Issuer (i) in the case of interest on the Bonds, an acknowledgment of the Credit Facility Issuer's ownership of interest to be paid on the Bonds specifying the amount of interest owed, the period represented by such interest, and the numbers of the Bonds on which such interest is owed and (ii) in the case of principal of the Bonds, either the Bonds themselves duly assigned to the Credit Facility Issuer or new Bonds registered in the name of the Credit Facility Issuer or in such other name as the Credit Facility Issuer shall specify. Whenever moneys become available for the payment of any interest then overdue, the Credit Facility Issuer shall be treated as to interest owed to it as successor and subrogee as if it had been the Bondholder of the Bonds on which such interest is payable on any special record date therefor.

ARTICLE X
BOND OWNERSHIP

Section 10.1. Manner of Evidencing Ownership of Bonds.

Any request, direction, or other instrument required by the Bond Resolution to be signed or executed by Bondholders may be in any number of counterparts or writings of similar tenor and may be signed or executed by such Bondholders in person or by agent appointed in writing. Proof of the execution of any such request, direction, or other instrument, or of the writing appointing such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any purpose of the Bond Resolution.

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 the laws thereof, has power to take acknowledgments within such jurisdiction, to the effect that the person signing such writing acknowledged before him the execution thereof, or by an affidavit of a witness to such execution; provided that the execution of the form of assignment on the back of each Bond may be guaranteed only by an eligible guarantor institution (such as banks, stockbrokers, savings and loan associations, and credit unions) with membership in an approved Signature Guarantee Medallion Program pursuant to S.E.C. Rule 17Ad-15. The fact of ownership of the Bonds by any Bondholder, the amount and issue numbers of such Bonds, and the date of ownership shall be proved by the Bond Register.

Section 10.2. Call of Meetings of Bondholders.

The City or the owners of not less than 25% in aggregate principal amount of the Bonds of either the senior class or the subordinate class may at any time call a meeting of the Bondholders for any one or more of the following purposes:

- (a) to consent to, approve, request, or direct any action required to be consented to or approved by the Bondholders of the affected class under the Bond Resolution or which they may request or direct under the Bond Resolution to be taken;
- (b) to give any notices to the City;
- (c) to take any other action that the Bondholders of the affected class may take under the Bond Resolution; and
- (d) for any other purpose concerning the payment, security, or enforcement of the Bonds of the affected class.

Any such meeting shall be held at such place in Warner Robins, Georgia, or in the City of New York, New York, as may be specified in the notice calling such meeting. Written notice of such meeting, stating the place and time of the meeting and in general terms the business to be submitted, shall be mailed by the City or the Bondholders calling such meeting to the Bondholders of the affected class at their addresses then appearing upon the Bond Register not less than 30 days nor more than 60 days before such meeting. The mailing of such notice shall

not, however, be a condition precedent to the validity of any action taken at any such meeting. Any meeting of Bondholders shall be valid without notice if the Bondholders of the affected class are present in person or by proxy or if notice is waived in writing before or within 30 days after the meeting by the Bondholders of the affected class not so present.

Section 10.3. Proxies and Proof of Ownership of Bonds.

Attendance and voting by Bondholders at such meetings may be in person or by proxy. The Bondholders may, by an instrument in writing, appoint any person or persons, with full power of substitution, as their proxy to vote at any meeting for them. The right of a proxy for a Bondholder to attend a meeting and act and vote may be proved (subject to the right of the City to require additional proof) by a written instrument executed by such Bondholder.

Any registered owner of Bonds of the affected class shall be entitled in person or by proxy to attend and vote at such meeting without producing the Bonds registered in such Bondholder's name; provided, however, that such persons and their proxies shall, if required, produce such proof of personal identity as shall be satisfactory to the secretary of the meeting. All other persons seeking to attend or vote at such meeting must produce the Bonds claimed to be owned or represented at such meeting.

The vote of any Bondholder shall be binding upon such Bondholder and upon every subsequent owner of such Bond (whether or not such subsequent Bondholder has notice of that vote).

Section 10.4. Appointment of Officers at Meeting of Bondholders.

A chairman and a secretary of any meeting of the Bondholders shall be elected by the Bondholders of the affected class, by a majority in principal amount of the Bonds of the affected class represented at such meeting in person or by proxy. The chairman shall appoint two (2) inspectors of votes who shall count all votes cast at such meeting, except votes on the election of chairman and secretary, and who shall make and file with the secretary and with the City their verified report of all such votes cast at the meeting.

Section 10.5. Quorum at Meetings of Bondholders.

The owners of not less than the principal amount of the Bonds of the affected class required for any action to be taken at such meeting must be present at such meeting in person or by proxy in order to constitute a quorum for the transaction of business.

Section 10.6. Meetings.

Meetings shall be conducted in accordance with rules, regulations, orders, and procedures established by the chairman of the meeting.

ARTICLE XI

DEFEASANCE

Section 11.1. Provision for Payment.

Bonds for the payment or redemption of which sufficient moneys or sufficient Government Obligations shall have been deposited with the Paying Agent or the Depository of the Sinking Fund (whether upon or prior to the maturity or the redemption date of such Bonds) shall be deemed to be paid and no longer Outstanding under the Bond Resolution; provided, however, that if such Bonds are to be redeemed prior to the maturity thereof, notice of such redemption shall have been duly given as provided in Article III or firm and irrevocable arrangements shall have been made for the giving of such notice. Government Obligations shall be considered sufficient for purposes of this Article XI only: (i) if such Government Obligations are not callable by the issuer of the Government Obligations prior to their stated maturity, and (ii) if such Government Obligations fall due and bear interest in such amounts and at such times as will assure sufficient cash (whether or not such Government Obligations are redeemed by the City pursuant to any right of redemption) to pay currently maturing interest and to pay principal and redemption premiums, if any, when due on the Bonds without rendering the interest on any Tax-Exempt Bonds includable in gross income of any owner thereof for federal income tax purposes.

The City may at any time surrender to the Bond Registrar for cancellation by it any Bonds previously authenticated and delivered under the Bond Resolution, which the City may have acquired in any manner whatsoever. All such Bonds, upon such surrender and cancellation, shall be deemed to be paid and retired.

ARTICLE XII

SUPPLEMENTAL RESOLUTIONS

Section 12.1. Supplemental Resolutions Not Requiring Consent of Bondholders.

The City, from time to time and at any time, subject to the conditions and restrictions in the Bond Resolution, may adopt one or more Supplemental Resolutions, which thereafter shall form a part of the Bond Resolution, for any one or more or all of the following purposes:

(a) To add to the covenants and agreements of the City in the Bond Resolution other covenants and agreements thereafter to be observed or to surrender, restrict, or limit any right or power reserved in the Bond Resolution to or conferred upon the City (including but not limited to the right to issue Additional Bonds);

(b) To make such provisions for the purpose of curing any ambiguity, or of curing, correcting, or supplementing any defective provision contained in the Bond Resolution, or in regard to matters or questions arising under the Bond Resolution, as the City may deem necessary or desirable and not inconsistent with the Bond Resolution;

(c) To grant to or confer any additional rights, remedies, powers, or authorities that may be lawfully granted to or conferred upon the owners of the Bonds;

(d) To subject to the lien and pledge of the Bond Resolution additional revenues, receipts, properties, or other collateral;

(e) To evidence the appointment of successors to any Depositories, Paying Agent(s), or Bond Registrar(s);

(f) To modify, amend, or supplement the Bond Resolution in such manner as to permit the qualification of the Bond Resolution under the Trust Indenture Act of 1939 or any federal statute hereinafter in effect, and similarly to add to the Bond Resolution such other terms, conditions, and provisions as may be permitted or required by such Trust Indenture Act of 1939 or any similar federal statute;

(g) To make any modification or amendment of the Bond Resolution required in order to make any Bonds eligible for acceptance by a Securities Depository or to permit the issuance of any Bonds or interests therein in Book-Entry Form;

(h) To modify any of the provisions of the Bond Resolution in any respect if such modification shall not become effective until after the Bonds Outstanding immediately prior to the effective date of such Supplemental Resolution shall cease to be Outstanding and if any Bonds issued contemporaneously with or after the effective date of such Supplemental Resolution shall contain a specific reference to the modifications contained in such subsequent proceedings;

(i) Subject to the provisions of Article IV, to modify the provisions of the Bond Resolution with respect to the disposition of any moneys remaining in the Construction Fund upon the completion of any Project;

(j) To modify the Bond Resolution to permit the qualification of any Bonds for offer or sale under the securities laws of any state in the United States of America;

(k) To modify the Bond Resolution to provide for the issuance of Additional Bonds or Subordinate Bonds, and such modification may deal with any subjects and make any provisions that the City deems necessary or desirable for that purpose;

(l) To make such modifications in the provisions of the Bond Resolution as may be deemed necessary by the City to accommodate the issuance of Bonds that (i) are Compound Interest Bonds (including, but not limited to, provisions for determining the Debt Service Requirement for such Compound Interest Bonds and for treatment of Accreted Value in making such determination) or (ii) bear interest at a Variable Rate; and

(m) To modify any of the provisions of the Bond Resolution in any respect (other than a modification of the type described in Section 12.2 requiring the unanimous written consent of the Bondholders); provided that for (i) any Outstanding Bonds which are assigned a Rating and which are not secured by a Credit Facility providing for the payment of the full amount of principal and interest to be paid thereon, each Rating Agency shall have given written notification to the City that such modification will not cause the then applicable Rating on any Bonds to be reduced or withdrawn, and (ii) any Outstanding Bonds which are secured by Credit Facilities providing for the payment of the full amount of the principal and interest to be paid thereon, each Credit Facility Issuer shall have consented in writing to such modification.

Any Supplemental Resolution authorized by the provisions of this Section may be adopted by the City without the consent of or notice to the owners of any of the Bonds at the time Outstanding, notwithstanding any of the provisions of Section 12.2.

Any Supplemental Resolution of the City may modify the provisions of the Bond Resolution in such a manner, and to such extent and containing such provisions, as the City may deem necessary or desirable to effect any of the purposes stated above.

As used in this Section, the term “modify” shall mean “modify, amend, or supplement” and the term “modification” shall mean “modification, amendment, or supplement.”

Section 12.2. Supplemental Resolutions Requiring Consent of Bondholders.

With the consent (evidenced as provided in Article X) of the owners of not less than a majority in aggregate principal amount of the Outstanding Bonds of each class (senior and subordinate), voting separately by class, the City may from time to time and at any time adopt a Supplemental Resolution for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of the Bond Resolution or of any Supplemental Resolution; provided, however, that no such Supplemental Resolution shall: (1) extend the maturity date or due date of any mandatory sinking fund redemption with respect to any Bond Outstanding under the Bond Resolution; (2) reduce or extend the time for payment of principal of, redemption

premium, or interest on any Bond Outstanding under the Bond Resolution; (3) reduce any premium payable upon the redemption of any Bond under the Bond Resolution or advance the date upon which any Bond may first be called for redemption prior to its stated maturity date; (4) give to any Bond or Bonds (or related Hedge Agreements) a preference over any other Bond or Bonds (or related Hedge Agreements); (5) permit the creation of any lien or any other encumbrance on the Pledged Revenues having a lien equal to or prior to the lien created under the Bond Resolution for the Bonds; (6) reduce the percentage of owners of either class of Bonds required to approve any such Supplemental Resolution; or (7) deprive the owners of the Bonds of the right to payment of the Bonds or from the Pledged Revenues, without, in each case, the consent of the owners of all the Bonds then Outstanding. No amendment may be made under this Section that affects the rights or duties of any Financial Facility Issuer securing any of the Bonds or any Qualified Hedge Provider under any Hedge Agreement without its written consent.

If the City intends to enter into or adopt any Supplemental Resolution as described in this Section, the City shall mail, by registered or certified mail, to the registered owners of the Bonds at their addresses as shown on the Bond Register, a notice of such intention along with a description of such Supplemental Resolution not less than 30 days prior to the proposed effective date of such Supplemental Resolution. The consents of the registered owners of the Bonds need not approve the particular form of wording of the proposed Supplemental Resolution, but it shall be sufficient if such consents approve the substance thereof. Failure of the owner of any Bond to receive the notice required in the Bond Resolution shall not affect the validity of any Supplemental Resolution if the required number of owners of the Bonds of each class shall provide their written consent to such Supplemental Resolution.

Notwithstanding any provision of the Bond Resolution to the contrary, upon the issuance of a Credit Facility to secure any Bonds and for the period in which such Credit Facility is outstanding, the Credit Facility Issuer may have the consent rights of the owners of the Bonds that are secured by such Credit Facility pertaining to some or all of the amendments or modifications of the Bond Resolution, to the extent provided in the applicable Series Resolution. Notwithstanding the foregoing, if a Credit Facility Issuer is granted the consent rights of the owners of any Bonds in a Series Resolution and refuses to exercise such consent rights, either affirmatively or negatively, then the registered owners of the Bonds secured by the related Credit Facility may exercise such consent rights.

Section 12.3. Notice of Supplemental Resolutions.

The City shall cause the Bond Registrar to mail a notice by registered or certified mail to the registered owners of all Bonds Outstanding, at their addresses shown on the Bond Register or at such other address as has been furnished in writing by such registered owner to the Bond Registrar, setting forth in general terms the substance of any Supplemental Resolution that has been: (i) adopted by the City pursuant to Section 12.1 or (ii) approved by Bondholders or any Credit Facility Issuer and adopted by the City pursuant to Section 12.2.

ARTICLE XIII

MISCELLANEOUS PROVISIONS

Section 13.1. Severability.

In case any one or more of the provisions of the Bond Resolution or of the Bonds shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of the Bond Resolution or of the Bonds, but the Bond Resolution and the Bonds shall be construed and enforced as if such illegal or invalid provision had not been contained therein. In case any covenant, stipulation, obligation, or agreement contained in the Bonds or in the Bond Resolution shall for any reason be held to be unenforceable or in violation of law, then such covenant, stipulation, obligation, or agreement shall be deemed to be the covenant, stipulation, obligation, or agreement of the City to the full extent that the power to incur such obligation or to make such covenant, stipulation, or agreement shall have been conferred on the City by law.

Section 13.2. Requests of City.

Whenever any action is to be taken by the Bond Registrar or the Paying Agent at the request of the City under the Bond Resolution, if no other means of authenticating such request is required, such request shall be evidenced by a written instrument signed by the Mayor and Clerk of the City Council or by such other City official or employee (one or more) as may from time to time be designated in writing by the Mayor and Clerk of the City Council. A duly certified copy of such designation must be filed with the Bond Registrar and the Paying Agent.

Section 13.3. Validation of Series 2020 Bonds.

The City shall deliver a certified copy of this Master Bond Resolution with an appropriate notice signed by the Clerk of the City Council to the District Attorney for the Houston Judicial Circuit accompanied by the request that the District Attorney proceed with the validation of the Series 2020 Bonds.

Section 13.4. Approval of Offering Documents.

The preparation, use, and distribution of the Preliminary Official Statement with respect to the Series 2020 Bonds and presented at this meeting are hereby ratified and approved. The use and distribution of the Official Statement and the execution of the Official Statement by the Mayor are hereby authorized and approved, provided that the Official Statement is in substantially the same form as the Preliminary Official Statement. The execution and delivery by the Mayor of the City of a “deemed final certificate” required by Rule 15c2-12 of the Securities Exchange Act of 1934, as amended, are hereby ratified.

The purchase price for the Series 2020 Bonds is equal to the par amount of \$ _____ plus net original issue premium of \$ _____ less Purchaser’s discount of \$ _____.

Section 13.5. Approval of Series 2020 Paying Agent and Bond Registrar Agreement.

The form, terms, and conditions and the execution, delivery, and performance of the Series 2020 Paying Agent and Bond Registrar Agreement, which has been filed with the City, are hereby approved and authorized. The Series 2020 Paying Agent and Bond Registrar Agreement shall be in substantially the form submitted to the Mayor with such changes, corrections, deletions, insertions, variations, additions, or omissions as may be approved by the Mayor, whose approval thereof shall be conclusively evidenced by the execution of such contract. The Mayor is hereby authorized and directed to execute on behalf of the City, the Series 2020 Paying Agent and Bond Registrar Agreement, and the Clerk of the City Council is hereby authorized and directed to affix thereto and attest the seals of the City upon proper execution and delivery of the other party thereto, provided, that in no event shall any such attestation or affixation of the seals of the City be required as a prerequisite to the effectiveness thereof, and the Mayor and the Clerk of the City Council are authorized and directed to deliver such contract on behalf of the City.

Section 13.6. Approval of Series 2020 Custodian and Depository Agreement.

The form, terms, and conditions and the execution, delivery, and performance of the Series 2020 Custodian and Depository Agreement, which has been filed with the City, are hereby approved and authorized. The Series 2020 Custodian and Depository Agreement shall be in substantially the form submitted to the Mayor with such changes, corrections, deletions, insertions, variations, additions, or omissions as may be approved by the Mayor, whose approval thereof shall be conclusively evidenced by the execution of such contract. The Mayor is hereby authorized and directed to execute on behalf of the City, the Series 2020 Custodian and Depository Agreement, and the Clerk of the City Council is hereby authorized and directed to affix thereto and attest the seals of the City upon proper execution and delivery of the other party thereto, provided, that in no event shall any such attestation or affixation of the seals of the City be required as a prerequisite to the effectiveness thereof, and the Mayor and the Clerk of the City Council are authorized and directed to deliver such contract on behalf of the City.

Section 13.7. Payments Due on Saturdays, Sundays, etc.

Whenever a date upon which a payment is to be made under the Bond Resolution falls on a Saturday, a Sunday, a legal holiday, or any other day on which banking institutions are authorized to be closed in the state in which the payment is to be made, such payment may be made on the next succeeding business day without interest for the intervening period.

Section 13.8. Waiver of Bond Audit.

The City hereby approves the publication of the requisite legal notice waiving the performance audit and performance review requirements of Section 36-82-100 of the Official Code of Georgia Annotated.

Section 13.9. Effective Date.

This Master Bond Resolution shall take effect immediately upon its adoption.

Section 13.10. Applicable Provisions of Law.

The Bond Resolution shall be governed by and construed and enforced in accordance with the laws of the State.

Section 13.11. Repeal of Conflicting Resolutions.

Any and all resolutions, or parts of resolutions, if any, in conflict with the Bond Resolution are hereby repealed.

Section 13.12. No Individual Responsibility of City Council and Officers of City.

No stipulations, obligations, or agreements of any City Council or of any officer of the City shall be deemed to be stipulations, obligations, or agreements of any such member or officer in his or her individual capacity.

Section 13.13. General Authorization.

From and after the date of adoption of this Master Bond Resolution, the officials, employees, and agents of the City are hereby authorized to do all such acts and things and to execute and deliver any and all other documents, agreements, certificates (including, without limitation, the Series 2020 Disclosure Certificate), and instruments as may be necessary or desirable in connection with the execution, delivery, and sale of the Series 2020 Bonds, the investment of the proceeds of the Series 2020 Bonds, and the transactions contemplated on the part of the City by the Bond Resolution. The Mayor and Clerk of the City Council are hereby authorized and directed to prepare and furnish to the purchasers of the Series 2020 Bonds, when the Series 2020 Bonds are issued, certified copies of all proceedings and records of the City relating to the Series 2020 Bonds or to this Master Bond Resolution, and such other affidavits and certificates as may be required to show the facts relating to the legality and marketability of the Series 2020 Bonds as such facts appear from the books and records in the officers' custody and control or as otherwise known to them. All such certified copies, certificates, and affidavits, including any heretofore furnished, shall constitute representations of the City as to the truth of all statements contained therein.

Section 13.14. Bond Resolution Constitutes a Contract.

The Bond Resolution constitutes a contract with the Bondholders binding the City, and therefore it is proper and appropriate for the Mayor to execute the same on behalf of the City and for the Clerk of the City Council to attest the same.

Adopted and approved this ____ day of _____, 2020.

CITY OF WARNER ROBINS, GEORGIA

(SEAL)

By: _____
Mayor

Attest:

Clerk

DRAFT

EXHIBIT A

Form of Series 2020 Bond

Unless this Bond is presented by an authorized representative of The Depository Trust Company (“DTC”), a New York corporation, to Warner Robins, Georgia 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.

**UNITED STATES OF AMERICA
STATE OF GEORGIA
CITY OF WARNER ROBINS, GEORGIA
WATER AND SEWER REVENUE REFUNDING AND IMPROVEMENT BOND,
SERIES 2020**

Number R- _____ \$ _____

Maturity Interest Dated CUSIP
Date Rate _____, 2020

Registered Owner: Cede & Co.

Principal Amount:

KNOW ALL MEN BY THESE PRESENTS that **WARNER ROBINS, GEORGIA** (the “City”), a municipal corporation of the State of Georgia, existing as such under and by virtue of the Constitution, statutes and laws of the State of Georgia, for value received, hereby promises to pay (but only out of the sources provided) to the registered owner identified above, or registered assigns, on the Maturity Date stated above, unless this Bond shall have been called for redemption prior to maturity and payment of the redemption price shall have been duly made or provided for, the principal amount identified above and to pay (but only out of the sources provided) interest on the balance of such principal sum from time to time remaining unpaid from and including the date hereof or from and including the most recent Interest Payment Date (as hereinafter defined) with respect to which interest has been paid or duly provided for, until payment of such principal sum has been made, at the interest rate per annum shown above (computed on the basis of a 360-day year consisting of twelve 30-day months) on January 1 and July 1 of each year (each an “Interest Payment Date”) commencing July 1, 2021, until the payment of the principal amount of this Bond in full, and promises to pay interest on overdue

principal and, to the extent permitted by law, on overdue premium, if any, and interest, at such rate.

Principal of and redemption premium, if any, on this Bond are payable when due in lawful money of the United States of America upon presentation and surrender of this Bond at the principal corporate trust office of Wells Fargo Bank, Atlanta, Georgia, as registrar and paying agent (the “**Bond Registrar**” or the “**Paying Agent**”). Payment of interest on this Bond shall be made to the registered owner and shall be paid in lawful money of the United States of America by check or draft mailed on the applicable Interest Payment Date to such registered owner as of the close of business on the 15th day of the calendar month (the “**Record Date**”) immediately preceding such Interest Payment Date at its address as it appears on the registration books (the “**Bond Register**”) of the City maintained by the Bond Registrar, or at such other address as is furnished in writing by such registered owner to the Bond Registrar.

Notwithstanding the foregoing, however, interest on this Bond shall be payable to any registered owner of more than \$1,000,000 in aggregate principal amount of the Bonds of the same series as this Bond (including this Bond) by deposit of immediately available funds to the account of such registered owner maintained with the Paying Agent or transmitted by wire transfer to such registered owner at an account maintained at a commercial bank located within the United States of America, if the Paying Agent receives from such registered owner written deposit or wire transfer instructions prior to the Record Date preceding the Interest Payment Date for which the deposit or wire transfer is requested.

This Bond is one of a series of \$ _____ in original aggregate principal amount of revenue bonds designated “City of Warner Robins, Georgia Water and Sewer Revenue Refunding and Improvement Bonds, Series 2020” (the “**Series 2020 Bonds**”), issued by the City pursuant to and in full compliance with the provisions of the Constitution and laws of the State of Georgia, including specifically, but without limitation, Article 3 of Chapter 82 of Title 36 of the Official Code of Georgia Annotated, known as the “Revenue Bond Law,” as amended. The Series 2020 Bonds have been authorized by a Master Bond Resolution duly adopted by the Mayor and Council of the City of Warner Robins, Georgia on _____, 2020 (the “**Bond Resolution**”), for the purpose of purpose of (a) prepaying the \$7,700,000.00 loan payable to Drinking Water State Revolving Fund, Administered by Georgia Environmental Facilities Authority (Loan # DWSRF 05-010), dated May 8, 2007, which loan is currently outstanding in the aggregate principal amount of \$2,585,329, (b) acquiring, constructing, installing, and equipping the Series 2020 Project, (c) funding a debt service reserve account, and (d) paying the costs of issuing the Series 2020 Bonds.

The Series 2020 Bonds maturing on or before ____ 1, 20____, may not be called for optional redemption prior to maturity. The Series 2020 Bonds maturing on or after ____ 1, 20____, are subject to redemption prior to maturity at the option of the City on or after ____ 1, 20____, in whole or in part at any time, at the redemption price equal to the principal amount of the Series 2020 Bonds to be redeemed plus accrued interest on such redemption date.

The Series 2020 Bonds maturing on ____ 1, 20____, are subject to mandatory sinking fund redemption on ____ 1, 20____ and on each ____ 1 thereafter, in accordance with the Bond Resolution, at a redemption price equal to the principal amount of each Series 2020 Bond (or

portion thereof) to be redeemed plus accrued interest to the date fixed for redemption, in the following principal amounts and on the dates set forth below (the _____ 1, 20__ amount to be paid rather than redeemed):

<u>_____ 1 of the Year</u>	<u>Principal Amount</u>
	\$

Notice of redemption, unless waived, is to be given by first class mail at least 30 days and not more than 60 days prior to the date fixed for redemption to the registered owner of each Series 2020 Bond to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such registered owner to the Bond Registrar. All such Series 2020 Bonds called for redemption and for the retirement of which funds are duly provided shall, on the redemption date designated in such notice, become and be due and payable at the redemption price provided for redemption of such Series 2020 Bonds on such date, and interest on the Series 2020 Bonds or portions of Series 2020 Bonds so called for redemption shall cease to accrue, such Series 2020 Bonds or portions of Series 2020 Bonds shall cease to be entitled to any lien, benefit, or security under the Bond Resolution, and the owners of such Series 2020 Bonds or portions of Series 2020 Bonds shall have no rights in respect thereof except to receive payment of the redemption price. Any defect in any notice of redemption shall not affect the validity of proceedings for the redemption of any Series 2020 Bonds.

The City has established a book-entry system of registration for the Series 2020 Bonds. Except as specifically provided otherwise in the Bond Resolution, an agent will hold this Bond on behalf of the beneficial owner hereof. By acceptance of a confirmation of purchase, delivery, or transfer, the beneficial owner of this Bond shall be deemed to have agreed to such arrangement. While the Series 2020 Bonds are in the book-entry system of registration, the Bond Resolution provides special provisions relating to the Series 2020 Bonds, which override certain other provisions of the Bond Resolution. This Bond is transferable by the registered owner at the principal corporate trust office of the Bond Registrar but only in the manner, subject to the limitations, and upon payment of the charges provided in the Bond Resolution and upon surrender of this Bond. Upon such transfer, a new registered Bond or Bonds of the same series, maturity, interest rate, aggregate principal amount, and tenor, of any authorized denomination or denominations, and bearing numbers not then outstanding, will be issued to the transferee in exchange for this Bond. The Series 2020 Bonds are issuable as fully registered Bonds in the denomination of \$5,000 or any integral multiple thereof. The Bond Registrar is not required to transfer or exchange any Series 2020 Bond after notice calling such Series 2020 Bond for redemption has been given or during the period of 15 days (whether or not a business day for the Bond Registrar, but excluding the redemption date and including such 15th day) immediately preceding the giving of such notice of redemption.

The Series 2020 Bonds and such revenue bonds of the City as may in the future be issued on a parity therewith, are equally and ratably secured by pledge of the “Pledged Revenues” of the water and sewerage system (the “System”) of the City, which are defined in the Bond Resolution to include gross operating revenues of the System after provision for payment of all

reasonable expenses of operation and maintenance and earnings on investments made with moneys and securities from time to time on deposit in the funds and accounts established in the Bond Resolution.

THIS BOND SHALL NEVER CONSTITUTE AN INDEBTEDNESS OR GENERAL OBLIGATION OF THE STATE OF GEORGIA, THE CITY, OR ANY OTHER POLITICAL SUBDIVISION OF THE STATE OF GEORGIA, WITHIN THE MEANING OF ANY CONSTITUTIONAL PROVISION OR STATUTORY LIMITATION WHATSOEVER, NOR A PLEDGE OF THE FAITH AND CREDIT OR TAXING POWER OF ANY OF THE FOREGOING, NOR SHALL ANY OF THE FOREGOING BE SUBJECT TO ANY PECUNIARY LIABILITY HEREON. THIS BOND SHALL NOT BE PAYABLE FROM NOR A CHARGE UPON ANY FUNDS OTHER THAN THE REVENUES PLEDGED TO THE PAYMENT HEREOF AND SHALL BE A LIMITED OR SPECIAL OBLIGATION OF THE CITY PAYABLE SOLELY FROM THE FUNDS PROVIDED THEREFOR IN THE BOND RESOLUTION. NO OWNER OF THIS BOND SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF THE TAXING POWER OF THE STATE OF GEORGIA, THE CITY, OR ANY OTHER POLITICAL SUBDIVISION OF THE STATE OF GEORGIA TO PAY THE PRINCIPAL OF THIS BOND OR THE INTEREST OR ANY PREMIUM HEREON, OR TO ENFORCE PAYMENT HEREOF AGAINST ANY PROPERTY OF THE FOREGOING, NOR SHALL THIS BOND CONSTITUTE A CHARGE, LIEN, OR ENCUMBRANCE, LEGAL OR EQUITABLE, UPON ANY PROPERTY OF THE FOREGOING. NEITHER THE MEMBERS OF THE GOVERNING BODY OF THE CITY NOR ANY PERSON EXECUTING THIS BOND SHALL BE LIABLE PERSONALLY ON THIS BOND BY REASON OF THE ISSUANCE HEREOF.

The City has covenanted and hereby covenants and agrees while any Series 2020 Bonds are outstanding and unpaid to prescribe, fix, maintain, and collect rates, fees, and other charges for the services, facilities, and commodities furnished by the System fully sufficient at all times to: (i) provide for 100% of the expenses of operation and maintenance of the System and for the accumulation in the Revenue Fund (as defined in the Bond Resolution) of a reasonable reserve therefor, and (ii) produce net operating revenues in each Fiscal Year (as defined in the Bond Resolution) that, together with certain investment earnings, will: (a) equal at least 110% of the debt service requirement on all Bonds (as defined in the Bond Resolution) then outstanding and 100% of the debt service requirement on all Subordinate Bonds (as defined in the Bond Resolution) then outstanding, (b) enable the City to make all required payments into the Debt Service Reserve Account and the Rebate Fund and to any Financial Facility Issuer, any Reserve Account Credit Facility Provider, and any Qualified Hedge Provider (as each is defined in the Bond Resolution), (c) enable the City to accumulate an amount to be held in the Revenue Fund (as defined in the Bond Resolution), which in the judgment of the City is adequate to meet the costs of major renewals, replacements, repairs, additions, betterments, and improvements to the System, necessary to keep the same in good operating condition or as is required by any governmental agency having jurisdiction over the System, and (d) remedy all deficiencies in required payments into any of the funds and accounts mentioned in the Bond Resolution from prior Fiscal Years.

The Bond Resolution contains a more particular statement of the covenants and provisions securing the Series 2020 Bonds, the conditions under which the owner of this Bond

may enforce covenants (other than the covenant to pay principal of and interest on this Bond when due from the sources provided, the right to enforce which is unconditional), the conditions upon which additional revenue bonds may be issued on a parity or achieve parity status with this Bond under the Bond Resolution, and the conditions upon which the Bond Resolution may be amended with the consent of the owners of a majority in aggregate principal amount of the Bonds (as defined in the Bond Resolution) of each class (senior and subordinate) outstanding or the issuer of any Credit Facility (as defined in the Bond Resolution), if any, of such Bonds. Upon the occurrence of an Event of Default under the Bond Resolution, the owner of this Bond shall be entitled to the remedies provided by the Bond Resolution and the Revenue Bond Law.

It is hereby certified, recited, and declared that all acts, conditions, and things required to exist, happen, and be performed precedent to and in the issuance of this Bond do exist, have happened, and have been performed in due time, form, and manner as required by law.

This Bond shall not be entitled to any security or benefit under the Bond Resolution or become valid or obligatory for any purpose until the certificate of authentication hereon shall have been duly executed by the Bond Registrar.

DRAFT

IN WITNESS WHEREOF, the City has caused this Bond to be executed by the manual signature of its Mayor and has caused the official seal of the City to be impressed on this Bond and attested by the manual signature of its Clerk.

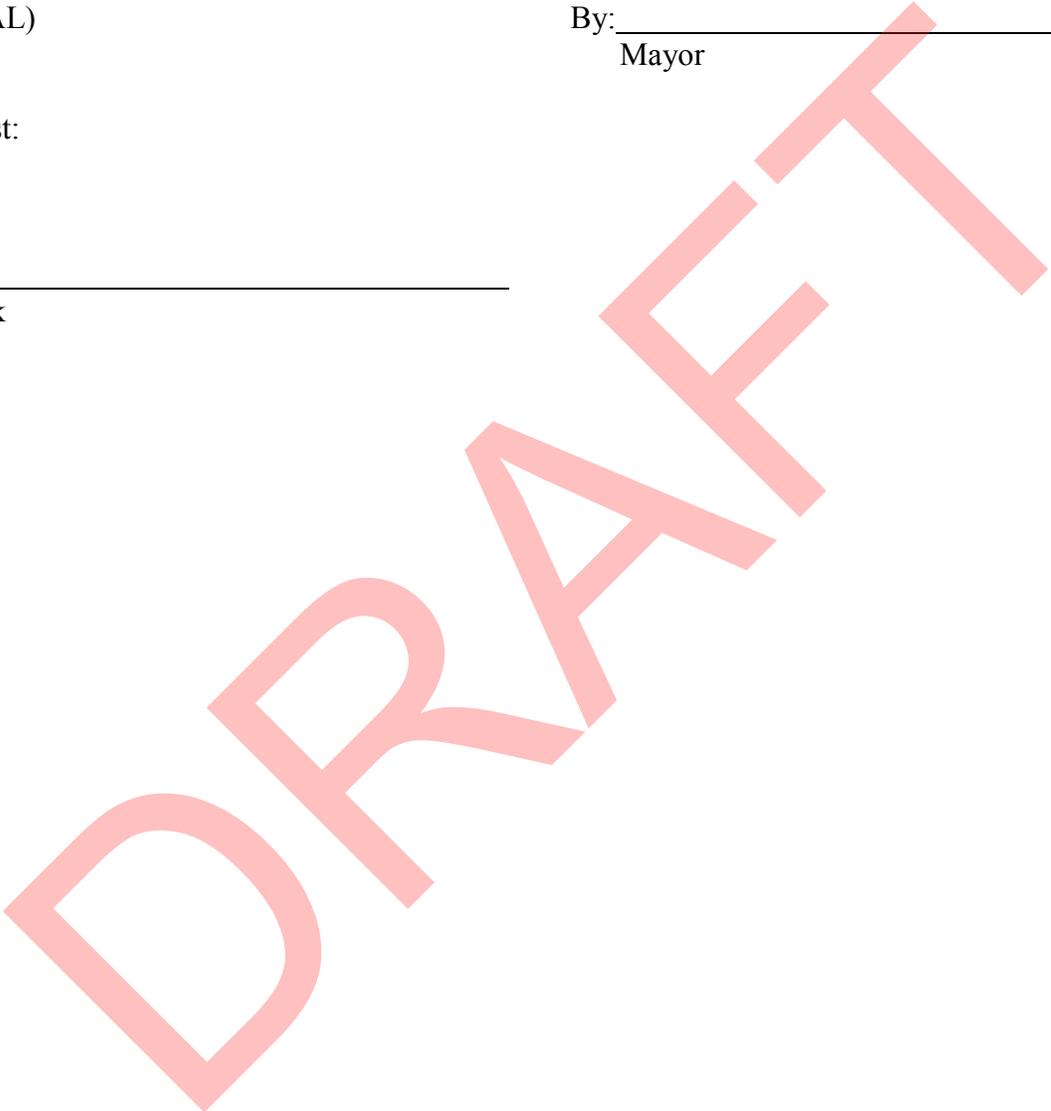
CITY OF WARNER ROBINS, GEORGIA

(SEAL)

By: _____
Mayor

Attest:

Clerk



BOND REGISTRAR'S CERTIFICATE OF AUTHENTICATION

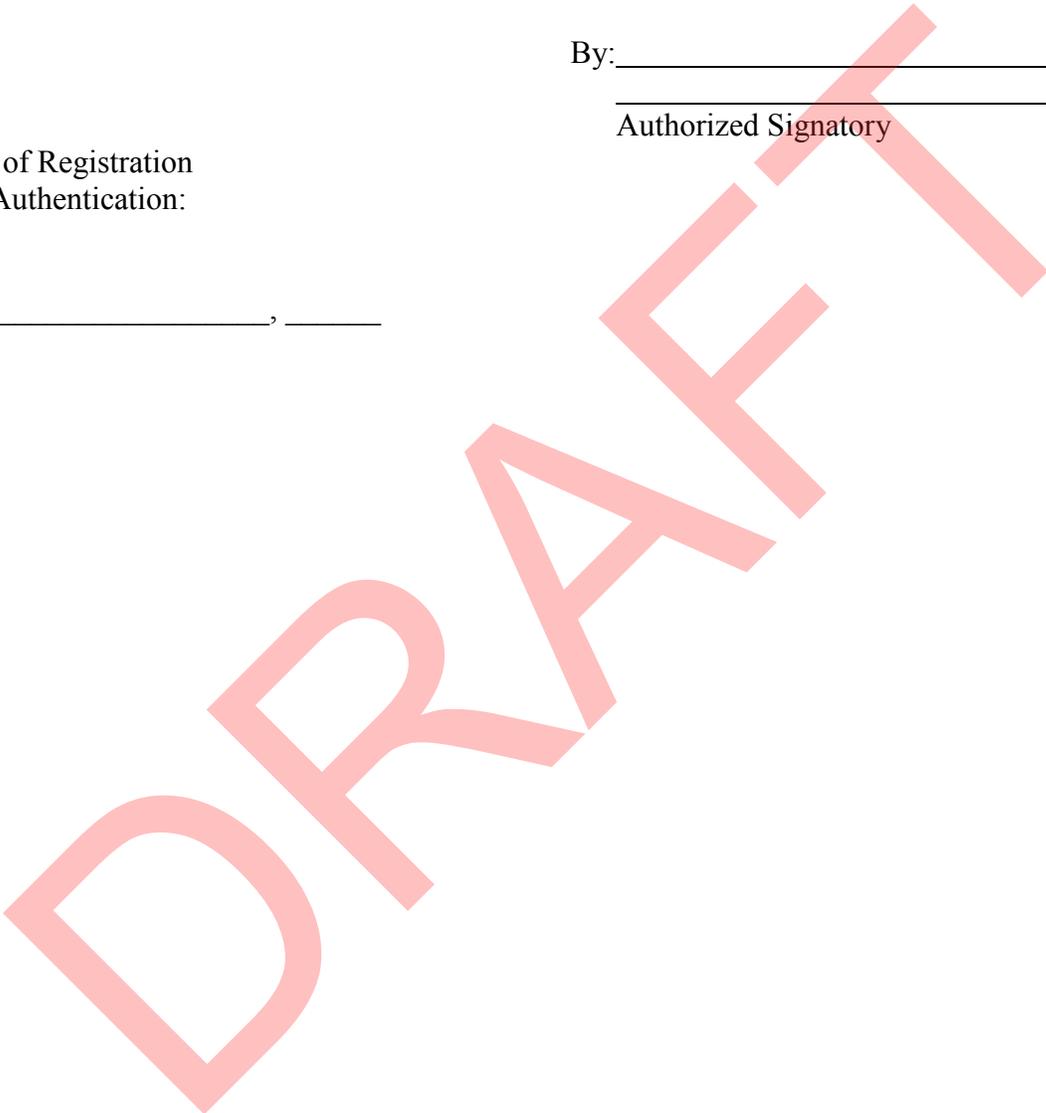
This Bond is one of the bonds of the series described in the within mentioned Bond Resolution.

WELLS FARGO BANK,
as Bond Registrar

By: _____

Authorized Signatory

Date of Registration
and Authentication:



VALIDATION CERTIFICATE

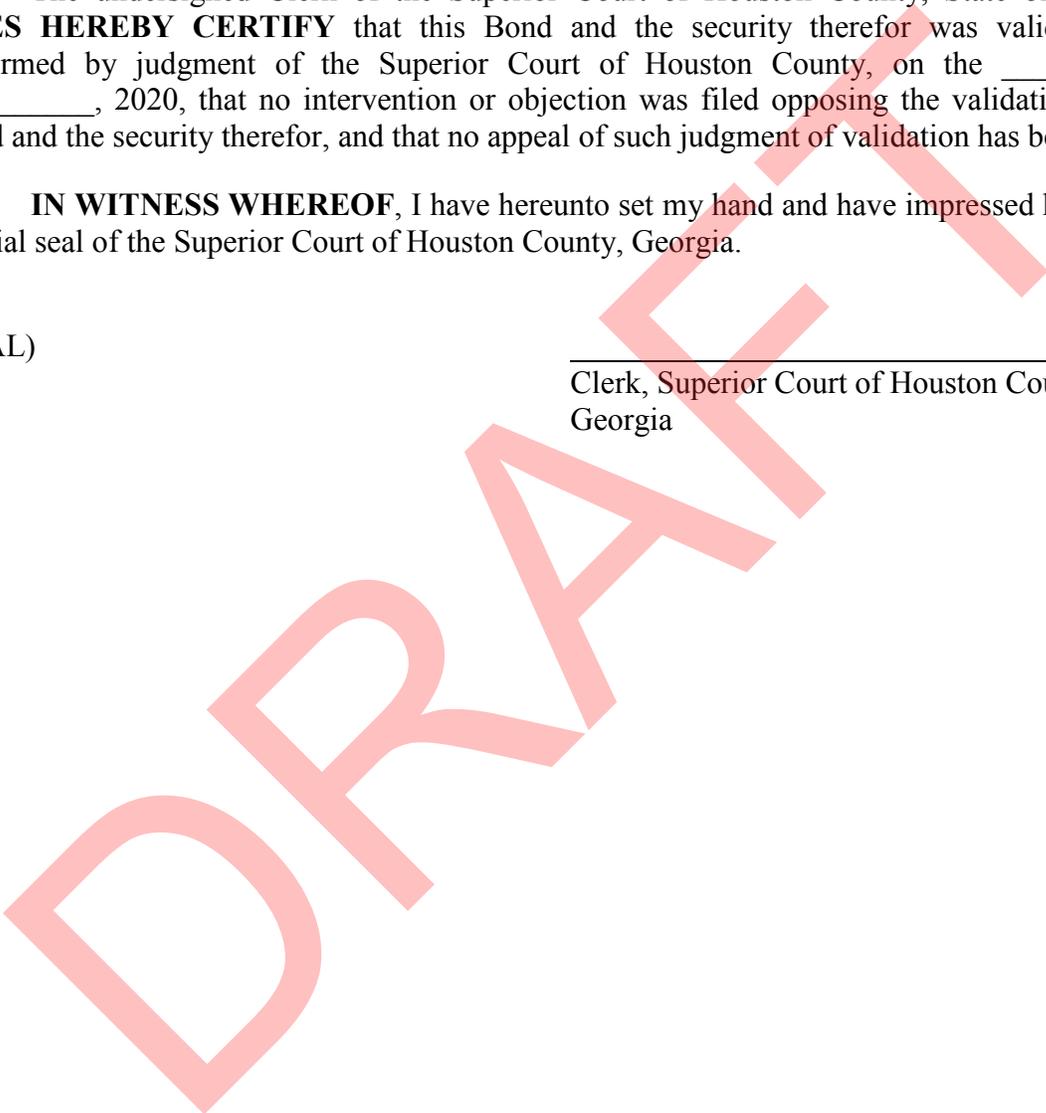
STATE OF GEORGIA)
)
HOUSTON COUNTY)

The undersigned Clerk of the Superior Court of Houston County, State of Georgia, **DOES HEREBY CERTIFY** that this Bond and the security therefor was validated and confirmed by judgment of the Superior Court of Houston County, on the ____ day of _____, 2020, that no intervention or objection was filed opposing the validation of this Bond and the security therefor, and that no appeal of such judgment of validation has been taken.

IN WITNESS WHEREOF, I have hereunto set my hand and have impressed hereon the official seal of the Superior Court of Houston County, Georgia.

(SEAL)

Clerk, Superior Court of Houston County,
Georgia



The following abbreviations, when used in the inscription on this Bond or in the assignment below, shall be construed as though they were written out in full according to applicable laws or regulations:

- TEN COM - as tenants in common
- TEN ENT - as tenants by the entireties
- JT TEN - as joint tenants with right of survivorship and not as tenants in common and not as community property
- UNIF TRANS
MIN ACT - _____ Custodian _____
(Custodian) (Minor)
under Uniform Transfers to Minors Act _____
(State)

Additional abbreviations may be used although not in the above list.

[FORM OF ASSIGNMENT]

ASSIGNMENT AND TRANSFER

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

(Name and Address of Assignee)

(Insert Social Security or Taxpayer
Identification Number of Assignee)

the within revenue bond of the Warner Robins, Georgia and does hereby irrevocably constitute and appoint _____ attorney to transfer the Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

(Signature Guaranteed)

Notice: Signature(s) must be guaranteed by an eligible guarantor institution (such as banks, stockbrokers, savings and loan associations, and credit unions) with membership in an approved Signature Guarantee Medallion Program pursuant to S.E.C. Rule 17Ad-15.

Registered Owner

Notice: The signature(s) on this assignment must correspond with the name as it appears on the face of the within bond in every particular without alteration or enlargement or any change whatsoever.

EXHIBIT B

POLICY WITH RESPECT TO TAX-EXEMPT DEBT ISSUED BY OR FOR THE BENEFIT OF WARNER ROBINS, GEORGIA

OBJECTIVE

To comply with all applicable federal and state laws, rules and regulations related to the issuance of tax-exempt debt (the “**Debt**”).

SCOPE

This policy (the “**Policy**”) applies to all Debt issued by or for the benefit of Warner Robins, Georgia (the “**City**”) and its related entities.

POLICY

The City shall comply with all federal and state laws, rules and regulations related to the issuance of Debt.

RESPONSIBILITY

The City shall be administratively responsible for the Policy. The Chief Financial Officer shall be responsible for reviewing the requirements and responsibilities of the City under the Policy with bond counsel on or before the closing date of any Debt issued by the City.

DISSEMINATION AND TRAINING

The Policy shall be disseminated to all personnel in the finance department and to the auditor.

The Chief Financial Officer shall provide appropriate training to all personnel directly involved in the administration of tax-exempt debt to ensure they comply with the provisions of the Policy. The Chief Financial Officer shall consult as appropriate with qualified attorneys with respect to the content of such training.

REVIEW

The Policy shall be reviewed and revised annually by the Chief Financial Officer and redistributed to all personnel in the finance department and to the auditor.

The Chief Financial Officer shall annually conduct a due diligence review of all Debt currently outstanding to ensure proper compliance with each of the provisions of the Policy. If the Chief Financial Officer discovers non-compliance with any provisions of the Policy, steps necessary to correct the noncompliance will be taken within ten (10) business days of the conclusion of the annual due diligence review. Records of all corrective action taken shall be retained in accordance with the Policy.

PROVISIONS

Record Keeping

All records relating to the Debt needed to comply with Section 6001 of the Internal Revenue Code of 1986, as amended (the “Code”) shall be maintained. These records shall be kept in paper or electronic form and shall include, among other things, (i) basic records relating to the transaction (including the bond documents, the opinion of bond counsel, etc.), (ii) documents evidencing the expenditure of the proceeds of the Debt, (iii) documentation evidencing the use of Debt-financed property by public and private entities (e.g., copies of management contracts, leases and research agreements) and (iv) documentation pertaining to any investment of Debt proceeds (including the purchase and sale of securities, SLG subscriptions, yield calculations for each class of investments, actual investment income received from the investment of the proceeds of the Debt, guaranteed investment contracts and rebate calculations. Such records must be maintained as long as the Debt is outstanding, plus three years after the final payment or redemption date of the respective Debt.

Use of Proceeds

A list of all property financed with the proceeds of the Debt shall be created and maintained. The use of such property shall be monitored to ensure that such use does not constitute “private business use” within the meaning of the Code. Without limiting the foregoing, each contract, including but not limited to management contracts and leases, relating to such property shall be reviewed by legal counsel prior to the execution of such contract. The list of property shall be reviewed at least annually to ensure that none of the property has been sold.

Remedial Action

In the event that property financed with the proceeds of the Debt is used in a manner that constitutes “private business use” or the property is sold, the remediation provisions of Treasury Regulation § 1.141-12 shall be carried out in consultation with bond counsel.

Yield Restriction

If bond counsel advises that a fund or account needs to be yield restricted (i.e., not invested at a yield in excess of the Debt), the moneys on deposit in such fund or account shall be invested in United States Treasury Obligations – State and Local Government Series, appropriate “yield reduction payments” shall be made if permitted by the Code or the Chief Financial Officer shall establish other procedures to ensure that such fund or account is yield restricted.

Rebate

At the time the Debt is issued, the Chief Financial Officer shall determine if he or she reasonably expects that one of the arbitrage rebate exceptions will be satisfied. If the arbitrage rebate exception relates to the time period over which the proceeds of the Debt are spent, the Chief Financial Officer shall verify that the appropriate expenditures have been made at each milestone. If one of the milestones is not satisfied or the Chief Financial Officer does not reasonably expect that one of the arbitrage rebate exceptions will be satisfied, an outside arbitrage rebate consultant shall be retained unless the Chief Financial Officer has determined that positive arbitrage will not be earned.

EXHIBIT C

NOTICE OF PREPAYMENT

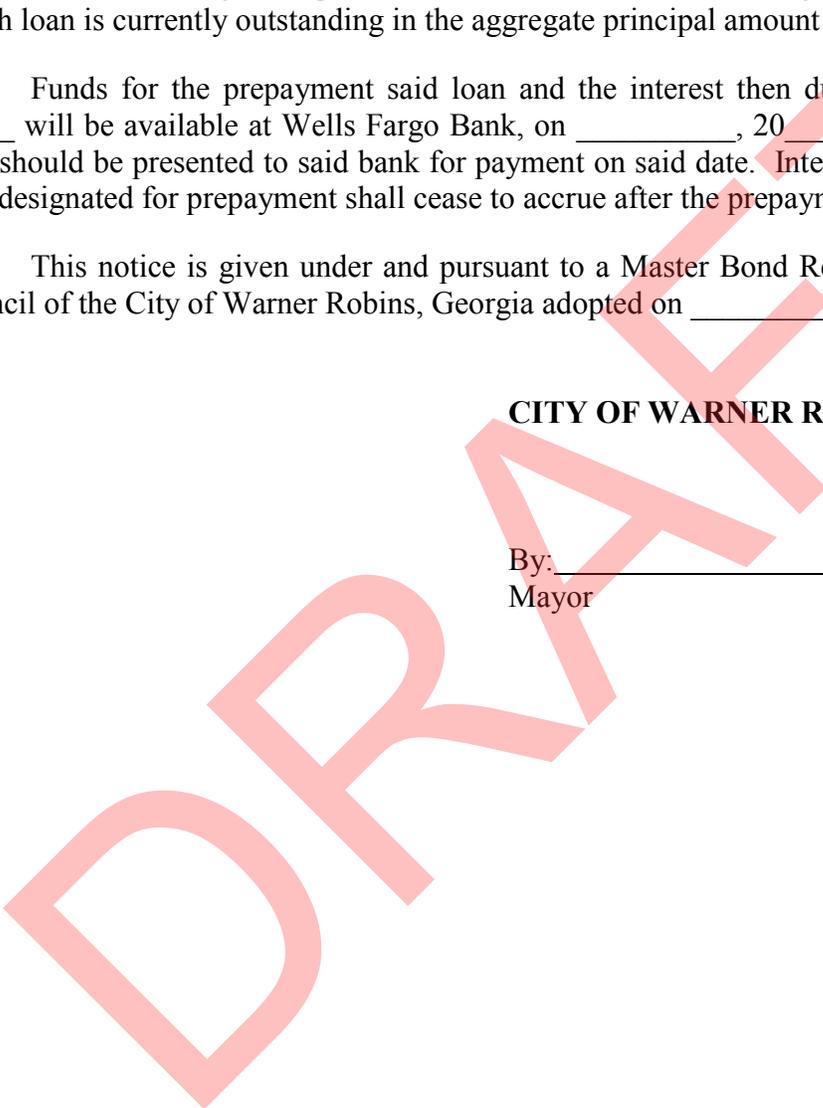
NOTICE is hereby given to the Georgia Environmental Facilities Authority that provision has been made for the prepayment of that certain Promissory Note dated May 8, 2007 in the original principal amount of \$7,700,000.00 payable to Drinking Water State Revolving Fund, Administered by Georgia Environmental Facilities Authority (Loan # DWSRF 05-010), which loan is currently outstanding in the aggregate principal amount of \$2,585,329.

Funds for the prepayment said loan and the interest then due thereon to _____, 20__ will be available at Wells Fargo Bank, on _____, 20__, and said above-described note should be presented to said bank for payment on said date. Interest on the above-described note designated for prepayment shall cease to accrue after the prepayment date.

This notice is given under and pursuant to a Master Bond Resolution of the Mayor and Council of the City of Warner Robins, Georgia adopted on _____, 2020.

CITY OF WARNER ROBINS, GEORGIA

By: _____
Mayor



CLERK'S CERTIFICATE

GEORGIA, HOUSTON COUNTY

The undersigned Clerk of the Mayor and Council of the City of Warner Robins, Georgia (the "City Council"), DOES HEREBY CERTIFY that the foregoing pages constitute a true and correct copy of the resolution adopted by the City Council at an open public meeting duly called and lawfully assembled on _____, 2020, at which a quorum was present and acting throughout, authorizing the issuance \$ _____ City of Warner Robins, Georgia Water and Sewer Revenue Refunding and Improvement Bonds, Series 2020, the original of said resolution being duly recorded in the Minute Book of the City Council, which Minute Book is in my custody and control.

WITNESS my hand and the official seal of Warner Robins, Georgia this _____, 2020.

Clerk

(SEAL)

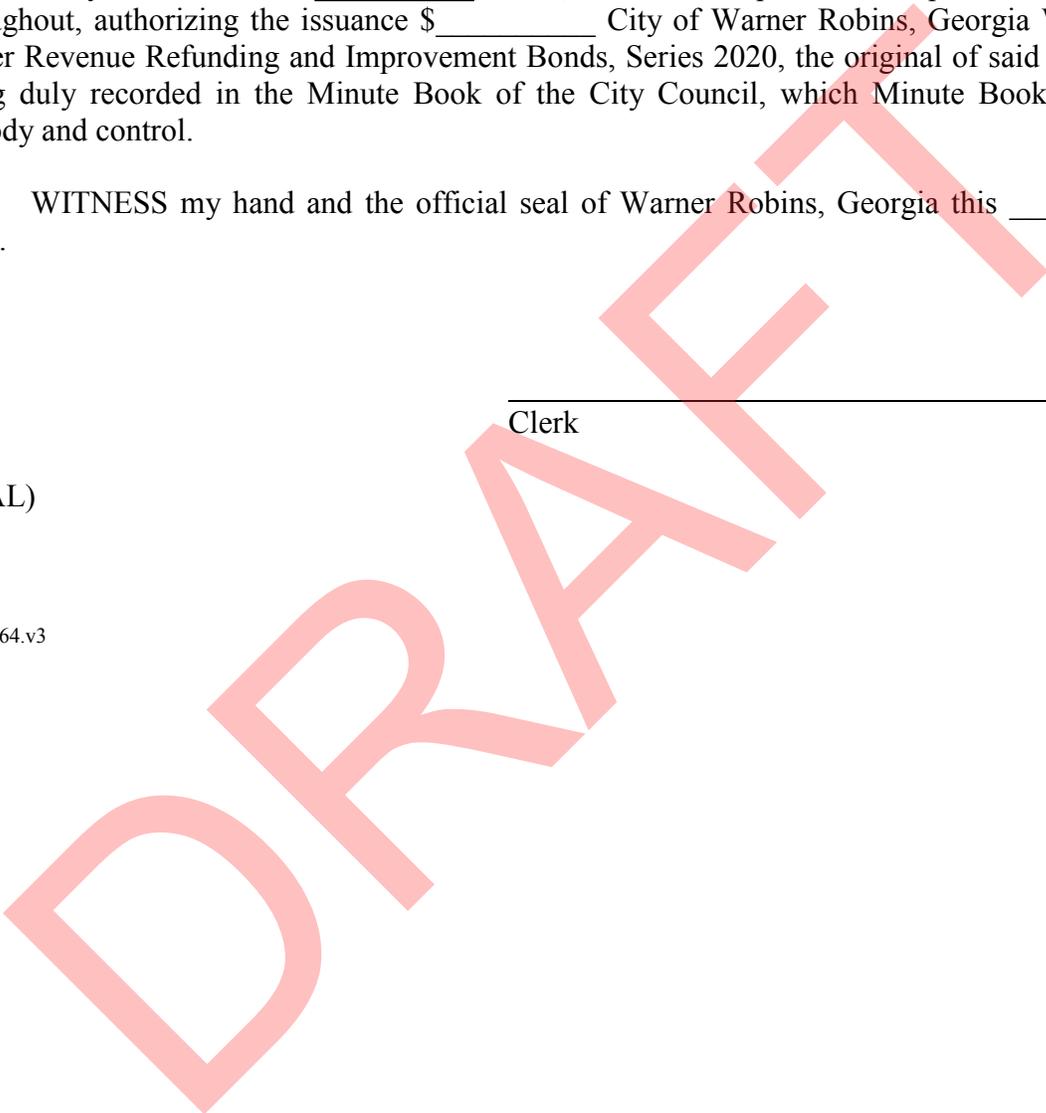


Exhibit B

Project List

[Attached]

DRAFT

**Warner Robins
Bond Issue Project List Reconciliation
As of August 14, 2020**

Capital Expenditures:		Revised Project List
	Sewer Main Upgrades to Bonaire Service Area	5,889,240
	Sewer Main Upgrades Kroger Service Area 12"-18"	4,977,600
	Sewer Main Upgrades to Hilltop Service Area	1,700,000
	Sewer Interconnects Peach Cty Crestview Church	750,000
	Sewer Extension Russell Parkway	467,230
	Sewer Capacity Evaluation Houston Lake/Hwy 96	20,000
	Sewer Extension Southwest Veterans Parkway	40,000
	Total Sewer Projects	13,844,070
	Sewer Reinforcements	
54061	New Service Lines	200,000
54062	New Projects	10,000
54063	New Sewer Lines	15,000
SPLOST	Infiltration/Inflow Projects	200,000
	I/I Professional Services Data & Report Evaluation	250,000
	Sewer Main Upgrades to Hilltop Service Area	75,000
	Other Sewer Projects	434,070
	Total Sewer Reinforcements	1,184,070
	Total Sewer Projects	15,028,140
	Water CIP	
	Peach Cty Industrial Park New Water Storage Tank/Well	4,500,000
	Peach County Water System Industrial Park Interconnects	300,000
	Crestview Church Rd Water System Extensions/Interconnects	800,000
	Total Water CIP	5,600,000
	Water Reinforcements	
54061	Reinforcements	300,000
54062	New Service Lines	90,000
54063	New Projects	50,000
	Additional Water Reinforcement Funds	365,930
	Total Water Reinforcements	805,930
	Total Water Projects	6,405,930
	Total Water and Sewer	21,434,070

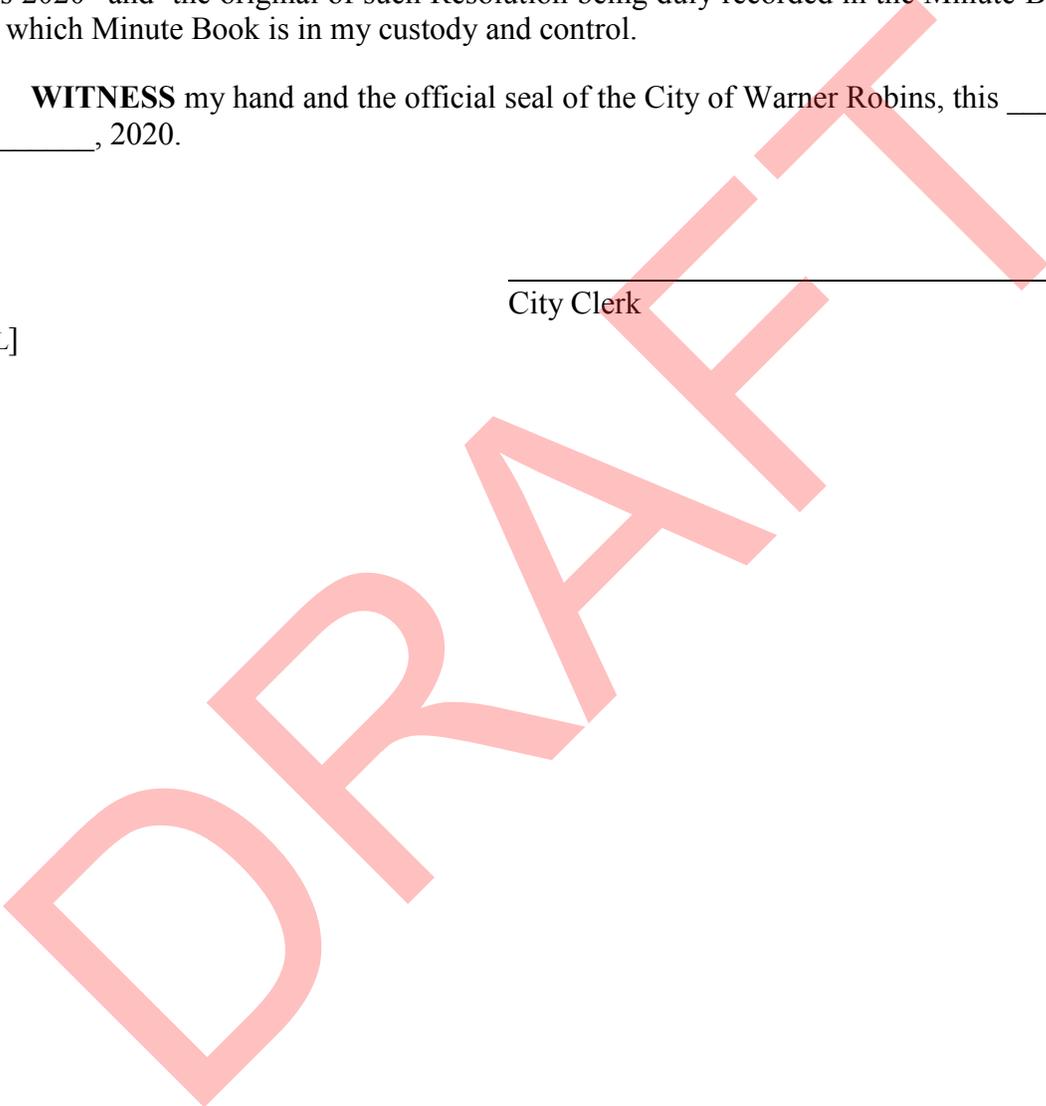
CERTIFICATE OF CLERK

The undersigned Clerk of the City of Warner Robins (the “City”), **DOES HEREBY CERTIFY** that the foregoing pages constitute a true and correct copy of the Resolution adopted by the Mayor and Council at an open public meeting at which a quorum was present, duly called and lawfully assembled at ____ p.m., on the ____ day of _____, 2020, authorizing the issuance of bonds by the City designated “Warner Robins Water and Sewer Revenue Bonds, Series 2020” and the original of such Resolution being duly recorded in the Minute Book of the City, which Minute Book is in my custody and control.

WITNESS my hand and the official seal of the City of Warner Robins, this ____ day of _____, 2020.

City Clerk

[SEAL]



**CITY OF WARNER ROBINS
STATE OF GEORGIA**

RESOLUTION

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF WARNER ROBINS TO AGREE TO ACCEPT THE TERMS AND CONDITIONS OF A GRANT FROM THE STATE OF GEORGIA, VIA THE UNITED STATES DEPARTMENT OF THE TREASURY IN THE AMOUNT OF \$4,039,985

WHEREAS, on March 27, 2020 Congress passed the Coronavirus Aid, Relief, and Economic Security Act (CARES) Act, a \$2 trillion economic relief package providing support to families, workers, small businesses, and local governments in combating the effects of the COVID-19 Pandemic, which represented the largest single economic rescue plan in the history of the U.S.; and

WHEREAS, Title V of the CARES Act provided for the creation of the Coronavirus Relief Fund (CRF) to provide financial resources to state and local governments to offset certain costs associated with the COVID-19 Pandemic. The U.S. Treasury provided Georgia approximately \$4.1 billion for coronavirus-related expenses based on the funding formula defined in the CARES Act. The Treasury further provided that 45% of Georgia's funding could be transferred to local governments if the transfer qualifies as a necessary expenditure incurred due to the public health emergency; and

WHEREAS, the disbursement of the CRF funds to local governments are managed by the Governor's Office and are allocated on a phased approach based on a per capita (population) basis; and

WHEREAS, the allocation will be disbursed in phases, where Phase One consists of a 30% advance deposit of \$1,218,921 to the City of Warner Robins (the "City"), and where the remaining 70% subsequent disbursements will be on a "reimbursement basis only" up to the full amount of the \$4,039,985 allocation, provided all expenditures meet the guidelines established in the CARES Act, further detailed in the CRF Guidance and properly documented and reconciled per any future legislation and/or federal or state guidance; and

WHEREAS, pursuant to the provisions of the CARES Act, the City was awarded \$4,039,985 from the CRF, of which 30% or \$1,218,921 was advanced and received on July 31, 2020. All Phase One Funding is required to be expended by September 1, 2020; and

WHEREAS, the CARES Act provides that payments from the CRF may only be used to cover costs that:

- a) Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease (COVID-19);
 - b) Were not accounted for in the City budget most recently approved as of March 27, 2020 (date of enactment of the CARES Act)
 - c) Were incurred during the period that begins on March 1, 2020 and ends December 30, 2020;
- and

WHEREAS, eligible expenditures are expenditures incurred or dedicated to mitigating or responding directly to the COVID-19 public health emergency and include, but are not limited to: public health expenses, payroll expenses, actions to facilitate compliance with public health measures, and the provision of economic support as more fully described in the guidance “Coronavirus Relief Fund Guidance,” dated June 30, 2020; and

WHEREAS, the following are examples of eligible CRF expenditures:

- Public safety measures undertaken such as establishment of COVID-19 rapid testing sites
- Acquisition and distribution of medical and protective supplies for public health or safety workers
- Disinfection of public areas and other facilities in response to the COVID-19 public health emergency
- Public costs to implement teleworking for public employees to enable compliance with COVID-19 public health precautions
- Payroll and benefits costs for public safety and other public employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency (public employees who were repurposed to perform previously unbudgeted functions related to COVID-19)
- Food delivery services for elderly or vulnerable populations or food bank services
- Economic support

WHEREAS, the City disbursement process to allocate and distribute the funds will be “reimbursement only”; and

WHEREAS, the City desires to establish an oversight review committee and by establishing an oversight review committee to review submitted applications and documentation to ensure documentation of all incurred and eligible expenses, maintenance of audit trail, including fiscal records to provide accountability for all expenditures of grant funds for a minimum of seven years and work with the City’s finance department for approval of application and reimbursement of expenditures; and

WHEREAS, the timeframe for submittal of application of eligible expenses begins August 18, 2020 and remains open until all funds are disbursed; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Warner Robins that the allocation and distribution of the grant provided by the State of Georgia, via the Department of the Treasury in the amount of \$4,039,985, to be used for support and relief to the City of Warner Robins in response to the Coronavirus Pandemic (COVID-19) is hereby approved and adopted; and authorizes the Mayor to sign all necessary documents and agreements pertaining to the administration of these grant funds.

This _____ day of _____ 2020.

CITY OF WARNER ROBINS, GEORGIA

BY: _____
Randy, Toms, Mayor

ATTEST:

Mandy Stella, City Clerk

DRAFT



 FY 2020 - FY 2021

PHASE ONE
SUMMARY OF CARES ACT (COVID-19 PANDEMIC) BUDGET PROPOSALS

Coronavirus Aid, Relief, and Economic Security Act (CARES Act) State Funding

EXPENDITURES

Account Description	Amount	Computation and Explanation of Budget Request
Salaries and Benefits - Public Safety Personnel	\$1,215,059	Payroll and benefits costs for public safety personnel whose duties are substantially dedicated to mitigating or responding to COVID-19 public health emergency
Operational Expenditures	\$3,862	Expenses for acquisition and distribution of protective supplies, including sanitizing products and personal protective equipment
Total:	\$1,218,921	