

PUTNAM COUNTY BOARD OF COMMISSIONERS

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117 Putnam Drive, Suite A ♦ Eatonton, GA 31024

Agenda

Tuesday, May 20, 2025 ♦ 6:00 PM

Putnam County Administration Building – Room 203

Opening

1. Welcome - Call to Order
2. Approval of Agenda
3. Invocation -
4. Pledge of Allegiance (JW)
5. Special Presentation - 2025 Putnam County Recreation 8u Girls Allstar Basketball Team Proclamation

Zoning Public Hearing

6. Request by Dennis and Rebecca Hitchcock to rezone 11 acres at 109 Elmwood Road from R-2 to AG [Map 109, Part of Parcel 026, District 3] (staff-P&D)
7. Request by Joe Hudson and Lois Schell to rezone 10.27 acres on Lakeshore Drive from AG to R-1 [Map 056, Parcel 003027, District 4] (staff-P&D)

Ordinance Public Hearing

8. Proposed adoption of changes to the Putnam County Code of Ordinances - Chapter 2 (Administration) and Chapter 18 (Buildings and Building Regulations)

Regular Business Meeting

9. Public Comments
10. Consent Agenda
 - a. Approval of Minutes - May 2, 2025 Regular Business Meeting (staff-CC)
 - b. Approval of Minutes - May 2, 2025 Executive Session (staff-CC)
 - c. Approval of Minutes - May 13, 2025 Called Meeting (staff-CC)
 - d. Approval of Minutes - May 13, 2025 Executive Session (staff-CC)
 - e. Authorization for Chairman to sign GDOT FTA 5311 FY2026 Operating, Small and Large Capital, and Mobility Management Contract (Project Number-T008349) (staff-Transit)
11. Approval of SPLOST 10 Project List
12. Authorization for Chairman to sign Probation Services Agreement between Judicial Alternatives of Georgia and the Putnam County Superior Court (staff-CC)
13. Discussion and possible action on Thunder Pointe Commercial Subdivision (SH)

Reports/Announcements

14. County Manager Report
15. County Attorney Report
16. Commissioner Announcements

Closing

17. Adjournment

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

File Attachments for Item:

6. Request by Dennis and Rebecca Hitchcock to rezone 11 acres at 109 Elmwood Road from R-2 to AG [Map 109, Part of Parcel 026, District 3] (staff-P&D)



PUTNAM COUNTY PLANNING & DEVELOPMENT

117 Putnam Drive, Suite B ♦ Eatonton, GA 31024

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

May 8, 2025

BOC Staff Recommendations

TO: Board of Commissioners
FROM: Lisa Jackson Recommendations
RE: Staff Recommendations for Public Hearing Agenda on 5/8/2025

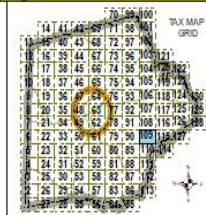
REQUEST

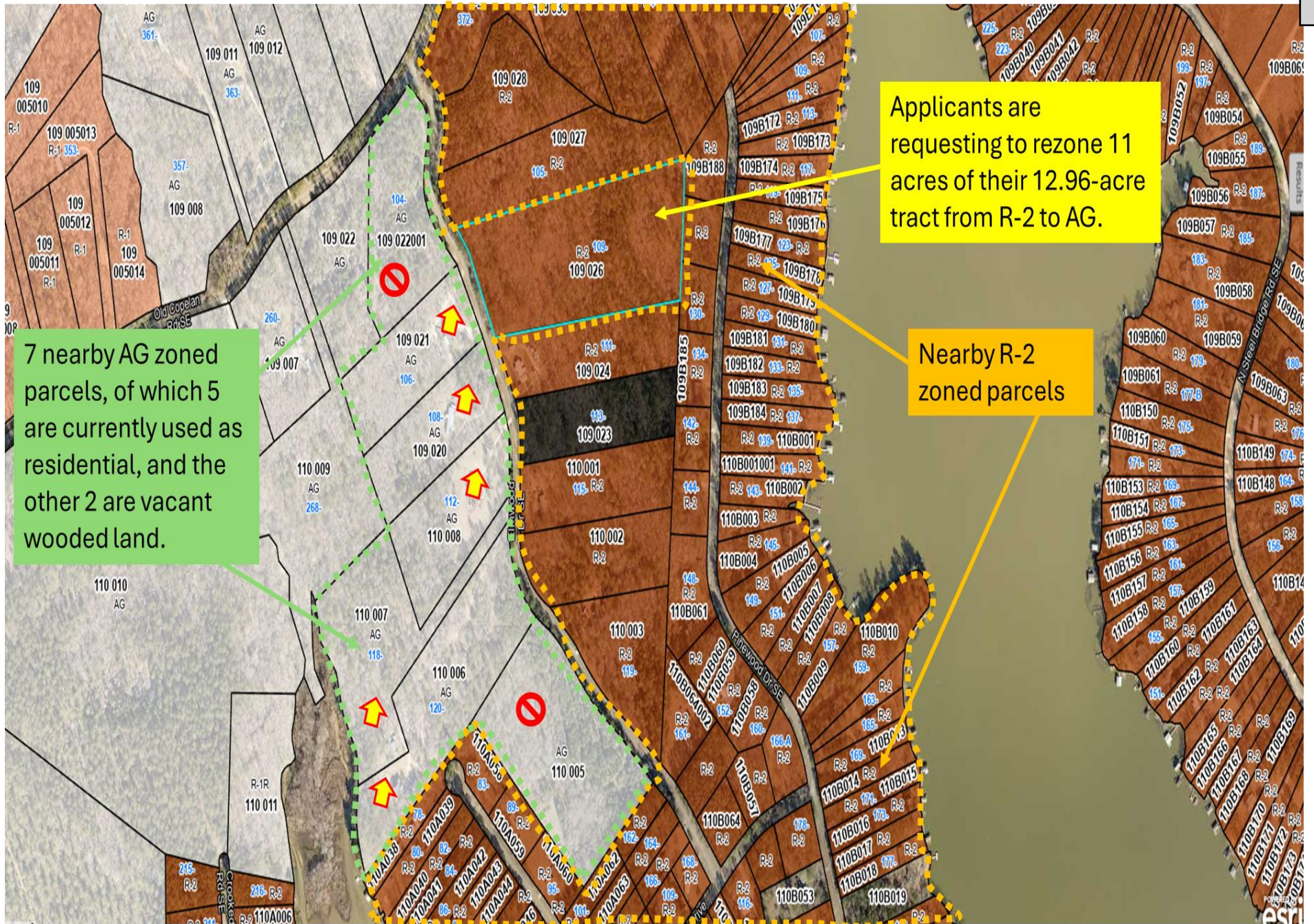
5. Request by **Dennis and Rebecca Hitchcock** to rezone 11 acres at 109 Elmwood Road from R-2 to AG. [**Map 109, Part of Parcel 026, District 3**]. *Mr. and Mrs. Hitchcock are requesting to rezone 11 acres of their 12.96-acre tract from R-2 to AG. If approved, they plan to establish a flower and vegetable farm. According to their letter of intent, they currently maintain an apiary and are avid gardeners. They are dedicated to organic practices, including composting, crop cultivation, and community sharing. The property features a newly constructed residential home and is bordered by R-2-zoned residential properties to the north, south, and east, and AG-zoned parcels to the west. They believe that this zoning change will allow for more sustainable land use, local food production, and a way to give back to the community. The proposed agricultural activities, however, are not permitted within the R-2 zoning district, as stated in [Sec. 66-84 of the Putnam County Code of Ordinances](#), which is intended for residential development and related uses.

Although there are parcels zoned AG immediately across the road, the subject property is currently zoned R-2 and is centrally located within a residential community. In addition, the proposed parcel abuts or is adjacent to seven R-2 single-family residences, which the proposed rezoning will directly impact. The uses allowed in AG would have an adverse effect on the residents of the surrounding residential community. Please see [Sec. 66-72. - Uses allowed](#) for the list of allowed uses in AG District. Moreover, introducing the allowed agricultural use could disrupt the existing residential character and potentially have an adverse effect on the surrounding properties' use, value, or usability of adjacent or nearby properties. Furthermore, the proposed agricultural development is inconsistent with the Future Land Use Comprehensive Plan, which projects the area's continued use for residential purposes. There are no significant changes in conditions, such as shifts in land use patterns or infrastructure improvements, which would warrant a rezoning from residential to agricultural at this time. Based on these considerations, the request does not meet the standards necessary to support approval. Therefore, staff recommends denial.

Staff recommendation is for denial to rezone 11 acres at 109 Elmwood Drive from R-2 to AG. [Map 109, Part of Parcel 026, District 3].*

The Planning & Zoning Commission's recommendation is for denial rezone 11 acres at 109 Elmwood Road from R-2 to AG. [Map 109, Part of Parcel 026, District 3].*







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☒ REZONING

APPLICATION NO. _____

DATE: 2-10-25

MAP 109 PARCEL 026 ZONING DISTRICT R-2

1. Owner Name: Dennis Rebecca Hitchcock

2. Applicant Name (If different from above): _____

3. Mailing Address: 109 Elmwood Rd Eatonton, GA 31024

4. Email Address: _____

5. Phone: (home) _____ (office) _____ (cell) _____

6. The location of the subject property, including street number, if any: _____

109 Elmwood Rd Eatonton, GA 31024

7. The area of land proposed to be rezoned (stated in square feet if less than one acre): _____

11 acres

8. The proposed zoning district desired: Agricultural

9. The purpose of this rezoning is (Attach Letter of Intent) _____

10. Present use of property: R2 Desired use of property: AG

11. Existing zoning district classification of the property and adjacent properties:

Existing: R2

North: R2 South: R2 East: AG West: AG

12. Copy of warranty deed for proof of ownership and if not owned by applicant, please attach a signed and notarized letter of agency from each property owner for all property sought to be rezoned.

13. Legal description and recorded plat of the property to be rezoned.

14. The Comprehensive Plan Future Land Use Map category in which the property is located. (If more than one category applies, the areas in each category are to be illustrated on the concept plan. See concept plan insert.): _____

15. A detailed description of existing land uses: Residential

16. Source of domestic water supply: well _____, community water ☒, or private provider _____.
If source is not an existing system, please provide a letter from provider.

1-04-24



PUTNAM COUNTY PLANNING & DEVELOPMENT

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17. Provision for sanitary sewage disposal: septic system ☒, or sewer _____. If sewer, please provide name of company providing same, or, if new development, provide a letter from sewer provider.

18. Complete attachment of Disclosure of Campaign Contributions Form by the applicant and/or the applicant's attorney as required by the Georgia Conflict of Interest in Zoning Act (O.C.G.A. 36-67A).

19. The application designation, date of application and action taken on all prior applications filed for rezoning for all or part of the subject property. (Please attach on separate sheet.)

20. Proof that property taxes for the parcel(s) in question have been paid.



21. Concept plan.

- If the application is for less than 25 single-family residential lots, a concept plan need not be submitted. (See attachment.)
- A concept plan may be required for commercial development at director's discretion

22. Impact analysis.

- If the application is for less than 25 single-family residential lots, an impact analysis need not be submitted. (See attachment.)
- An Impact analysis (including a traffic study) is required when rezoning from residential zoned or used property to commercial or industrial districts.

THE ABOVE STATEMENTS AND ACCOMPANYING MATERIALS ARE COMPLETE AND ACCURATE. APPLICANT HEREBY GRANTS PERMISSION FOR PLANNING AND DEVELOPMENT PERSONNEL OR ANY LEGAL REPRESENTATIVE OF PUTNAM COUNTY TO ENTER UPON AND INSPECT THE PROPERTY FOR ALL PURPOSES ALLOWED AND REQUIRED BY THE PUTNAM COUNTY CODE OF ORDINANCES.


Signature (Property Owner) _____ (Date) 2-18-25

Angela Michelle Waldroup
Notary Public


Signature (Applicant) _____ (Date) 2-18-25

Angela Michelle Waldroup
Notary Public

Office Use

Paid: \$ _____ (cash) _____ (check) _____ (credit card) _____
Receipt No. _____ Date Paid: _____
Date Application Received: _____
Reviewed for completeness by: _____
Date of BOC hearing: _____ Date submitted to newspaper: _____
Date sign posted on property: _____ Picture attached: yes _____ no _____

Letter of Intent

Dennis & Rebecca Hitchcock
109 Elmwood Rd
Eatonton, Ga 31024
[REDACTED]

2/12/2025

To Whom It May Concern: I am writing to formally express my intent to change the zoning classification of my property located at 109 Elmwood Rd, Eatonton Ga 31024 from residential to agricultural. We currently have an apiary and plan on starting a flower & vegetable farm. We are avid gardeners with the passion to grow organically from composting, growing crops & sharing with our community.

I believe this change will allow for more sustainable land use, local food production, & giving back to our community.

I am prepared to comply with all regulations and to work closely with the relevant authorities to ensure that the transformation of the property meets all legal and environmental standards.

I appreciate your consideration of my request. I am available for a meeting to discuss this proposal further and to address any concerns the zoning board may have. Please feel free to contact me at your earliest convenience.

Thank you for your attention to this matter. I look forward to your favorable response.

Sincerely,

Dennis & Rebecca Hitchcock

FILED & RECORDED
 DATE: 12/7/2023
 TIME: 12:30 PM
 DEED BOOK: 1135
 PAGES: 487-488
 PT-61: 1172023001815
 FILING FEES: \$25.00
 TRANSFER TAX: \$0.00
 Trevor J Addison, C.S.C.
 Putnam County, GA
 Note: MMG RECEIPT # 309483

ROBERT M. GARDNER, P.C.
 POST OFFICE BOX 310
 WINDER, GEORGIA 30680

STATE OF GEORGIA §

COUNTY OF BARROW §

No Title Search Conducted

M&P NO.: 109 026

WARRANTY DEED


THIS INDENTURE, made this 4th day of December in the year of our Lord 2023, between DENNIS HITCHCOCK and REBECCA HITCHCOCK of Barrow County, Georgia, Parties of the first part and THE DENNIS MAHLON TAYLOR HITCHCOCK AND REBECCA W. HITCHCOCK REVOCABLE LIVING TRUST of Barrow County, Georgia, Party of the second part.

WITNESSETH: That the said parties of the first part, for and in consideration of the sum of Ten (\$10.00) DOLLARS in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey unto the said party of the second part, its successors and assigns, in and to the following described property:

All that tract or parcel of land lying and being in the Land Lots 320 and 321, 2nd Land District, 374th G.M.D., Putnam County, Georgia, described as Lots Thirty-Six (36) and Thirty-Seven (37) of Elmwood Estates Subdivision, containing 12.96 ACRES, more or less, more particularly described by that certain plat of survey entitled "Dennis Hitchcock & Rebecca Hitchcock", prepared by Joseph D. Tyson, G.R.L.S. No. 3490, dated August 8, 2023, of record in Plat Book 38, pages 141, Putnam County Land Records. Said plat of survey and record thereof are by reference made a part hereof for a more accurate description of said property.

SUBJECT TO:

- 1) Restrictive Covenants recorded in Deed Book 404, Pages 547-552, as amended of record, said records.
- 2) Reservation of Mineral Rights by Weyerhaeuser Company recorded in Deed Book 315, Pages 754-, said records.
- 3) Any restrictions, reservations, covenants, rights of way, or matters as shown on the aforementioned plat.
- 4) All other easements, right-of-way, surveys, protective covenants, limitations and restrictions affecting said property of record, said records.

RA 

TO HAVE AND TO HOLD the said bargained premises, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in any wise appertaining to the only proper use, benefit and behoof of the said party of the second part, its successors and assigns forever, IN FEE SIMPLE.


AND THE SAID parties of the first part, for themselves, their heirs, executors and administrators will warrant and forever defend the right and title to the above-described property unto the said party of the second part, its successors and assigns, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, that the said parties of the first part have hereunto set their hand and affixed their seal, the day and year above written.

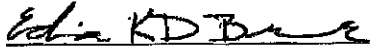


(SEAL)
DENNIS HITCHCOCK

Signed, sealed and delivered in the presence of:

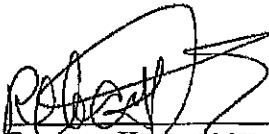


Witness A.V. Ham




Notary Public
My Commission Expires _____





(SEAL)
REBECCA HITCHCOCK

Signed, sealed and delivered in the presence of:



Witness A.V. Ham



Notary Public
My Commission Expires _____



eFiled & eRecorded
DATE: 8/11/2023
TIME: 1:49 PM
PLAT BOOK: 00038
PAGE: 00141
RECORDING FEES: \$10.00
PARTICIPANT ID: 2049181905
CLERK: Trevor J. Addison
Putnam County, GA

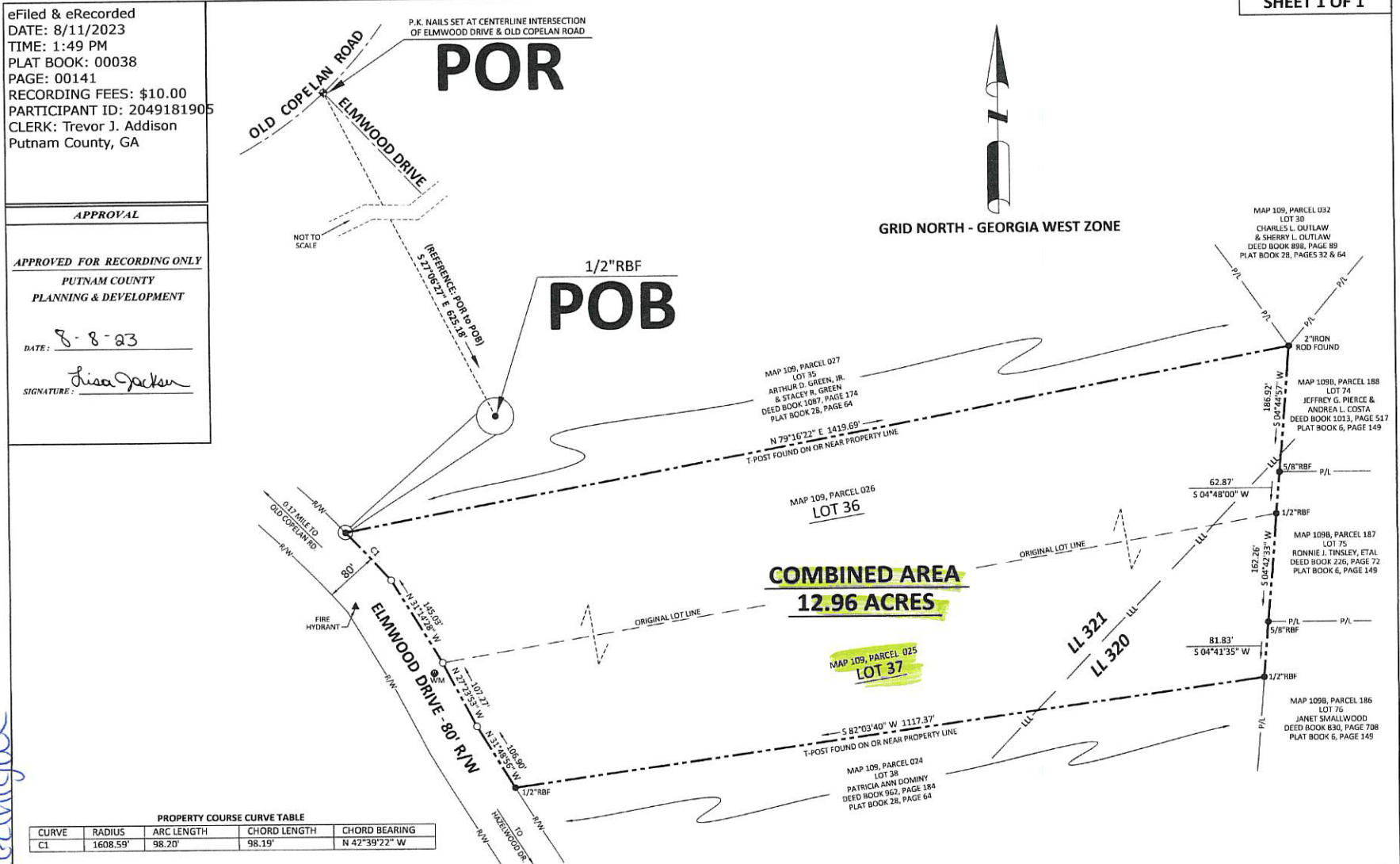
APPROVAL

APPROVED FOR RECORDING ONLY

PUTNAM COUNTY
PLANNING & DEVELOPMENT

DATE: 8-8-23

SIGNATURE: *Lisa Jackson*



PROPERTY COURSE CURVE TABLE			
CURVE	RADIUS	ARC LENGTH	CHORD BEARING
C1	1608.59'	98.20'	N 42°39'22" W

GEORGIA SURVEYOR CERTIFICATION
As required by subsection (d) of O.C.G.A. Section 15-6-67, this plat has been prepared by a land surveyor and approved for recording as evidenced by approval certificates, signature stamps, or statements hereon. Such approvals or affirmations should be confirmed with the appropriate governmental bodies by any purchaser or user of this plat as to intended use of any parcel. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.

Joseph Tyson
JOSEPH D. TYSON - PLS NO. 3490
AUGUST 2, 2023
DATE

SURVEYOR
County Line Surveying, LLC
Joseph D. Tyson, PLS NO. 3490
102 Gary Drive NE
Milledgeville, Georgia 31061
Phone: 478-414-8149

MAP 109, PARCELS 025 & 026
COMBINATION SURVEY PREPARED FOR
Dennis Hitchcock & Rebecca Hitchcock
LOTS 36 & 37
"ELMWOOD ESTATES" SUBDIVISION - PHASE 2
LYING IN LAND LOTS 320 & 321
2nd LAND DISTRICT
374 GMD
PUTNAM COUNTY, GEORGIA

REFERENCES
DEED BOOK 1083, PAGES 162 - 164
DEED BOOK 1097, PAGES 60 - 61
PLAT BOOK 28, PAGES 64 - 65

GEORGIA SURVEY DATA
A. SURVEY DATE: JULY 26, 2023
B. PLAT DATE: JULY 29, 2023
C. EQUIPMENT USED: CARLSON BRX7 GNSS RECEIVER & CARLSON BRX7 BASE, DUAL FREQUENCY & RTK

SURVEY CLOSURE INFORMATION
THE FIELD DATA UPON WHICH THIS SURVEY IS BASED HAS A POSITIONAL TOLERANCE OF 0.04 FEET. THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS BOUND TO BE ACCURATE WITHIN ONE FOOT IN 208,379 FEET.

GENERAL NOTES
1. LAND LOT LINES ARE APPROXIMATE.

LEGEND

- COMPUTED POINT
- R/BF (UNLESS OTHERWISE NOTED)
- R/S (UNLESS OTHERWISE NOTED)
- CONCRETE R/W MARKER FOUND
- CONCRETE MONUMENT FOUND
- OPEN TOP PIPE FOUND
- R/BF REBAR FOUND
- R/S REBAR SET
- C/L CENTERLINE
- P/L PROPERTY LINE
- L/L LAND LOT LINE
- R/W RIGHT-OF-WAY
- LP LIGHT POLE
- FH FIRE HYDRANT
- WM WATER METER
- POR POINT OF REFERENCE
- POB POINT OF BEGINNING
- FENCE LINE
- OVERHEAD POWER LINE
- REFERENCE LINE

DISCLOSURE & NOTICE
THERE HAS BEEN NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, OR OWNERSHIP TITLE EVIDENCE THAT MAY BE DISCLOSED BY A CURRENT AND ACCURATE TITLE SEARCH. THIS PROPERTY IS SUBJECT TO ANY AND ALL EXISTING DRAINAGE AND/OR UTILITY EASEMENTS THAT MAY NOT BE SHOWN ON THIS PLAT NOR DOES THE SURVEYOR ASSUME ANY RESPONSIBILITY FOR ANY SUCH EASEMENTS THAT MAY AFFECT THIS PROPERTY.

SCALE: 1" = 100'

JOB NUMBER: 23145P

TREVOR J. ADDISON
CLERK OF SUPERIOR COURT
30 S. JEFFERSON AVE., STE 236
EATONTON, GEORGIA 31024

Courtney McCalligal



PUTNAM COUNTY PLANNING & DEVELOPMENT

117 Putnam Drive, Suite B ♦ Eatonton, GA 31024

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

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The *Putnam County Code of Ordinances*, Section 66-167(c) states as follows:

"When any applicant or his attorney for a rezoning action has made, within two years immediately preceding the filing of that applicant's application for the rezoning action, campaign contributions aggregating \$250.00 or more to a local government official who will consider the application, it shall be the duty of the applicant to file a disclosure report with the governing authority of the respective local government showing:

a. The name and official position of the local government official to whom the campaign contribution was made; and

b. The dollar amount and description of each campaign contribution made by the applicant to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution. The disclosures required by this section shall be filed within ten days after an application for the rezoning action is first filed."

1. Name: _____

2. Address: _____

3. Have you given contributions that aggregated \$250.00 or more within two years immediately preceding the filing of the attached application to a candidate that will hear the proposed application? _____ Yes _____ ☒ No If yes, who did you make the contributions to? : _____

Signature of Applicant: _____

Date: 2 / 18 / 25

2024 010607 ACCT # 16936R LTS 36 & 37 PHASE 2 ELMWOOD ES
HITCHCOCK DENNIS MAHLON T & 109 026

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DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT	TOTAL TAX DUE
FAIR MARKET VALUE	175,672	GROSS ASSESSMENT	70,269	1,210.38
COUNTY EXEMPTION		NET COUNTY ASSESSMENT	70,269	INTEREST
SCHOOL EXEMPTION		NET SCHOOL ASSESSMENT	70,269	11.59
COUNTY	428.71			COLLECTION COST
SCHOOL	753.56			
SCHOOL BND				FIFA CHARGE
SPEC SERV	28.11			
COUNTY BND				PENALTY
SP SVC BD				
DUE 12/01/24	1,210.38	PAID IN FULL	12/09/2024	TOTAL
00000 01 T HITCHCOCK DENNIS MAHLON T & O REBECCA W REVOCABLE LIVING TRUST 109 ELMWOOD RD EATONTON GA 31024				1,221.97

FROM TERRELL E. ABERNATHY
PUTNAM COUNTY TAX COMM
100 S JEFFERSON AVE # 207
EATONTON GA 31024

DUE IN FULL BY 12/01/2024

2024 010607 ACCT # 16936R LTS 36 & 37 PHASE 2 ELMWOOD ES
HITCHCOCK DENNIS MAHLON T & 109 026

DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT	TOTAL TAX DUE
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FROM TERRELL E. ABERNATHY
PUTNAM COUNTY TAX COMM
100 S JEFFERSON AVE # 207
EATONTON GA 31024

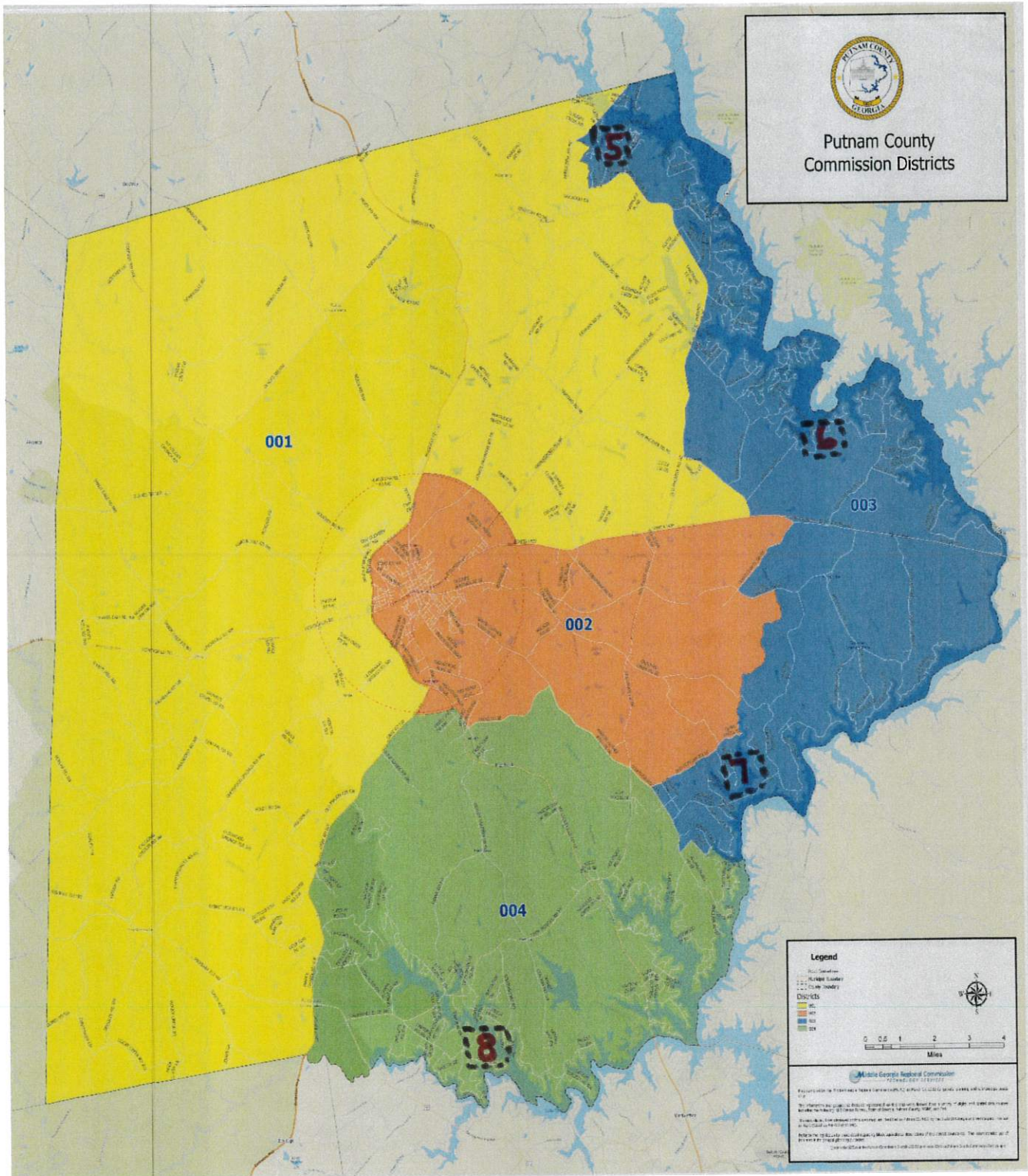
DUE IN FULL BY 12/01/2024

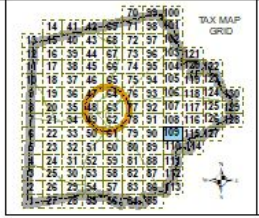
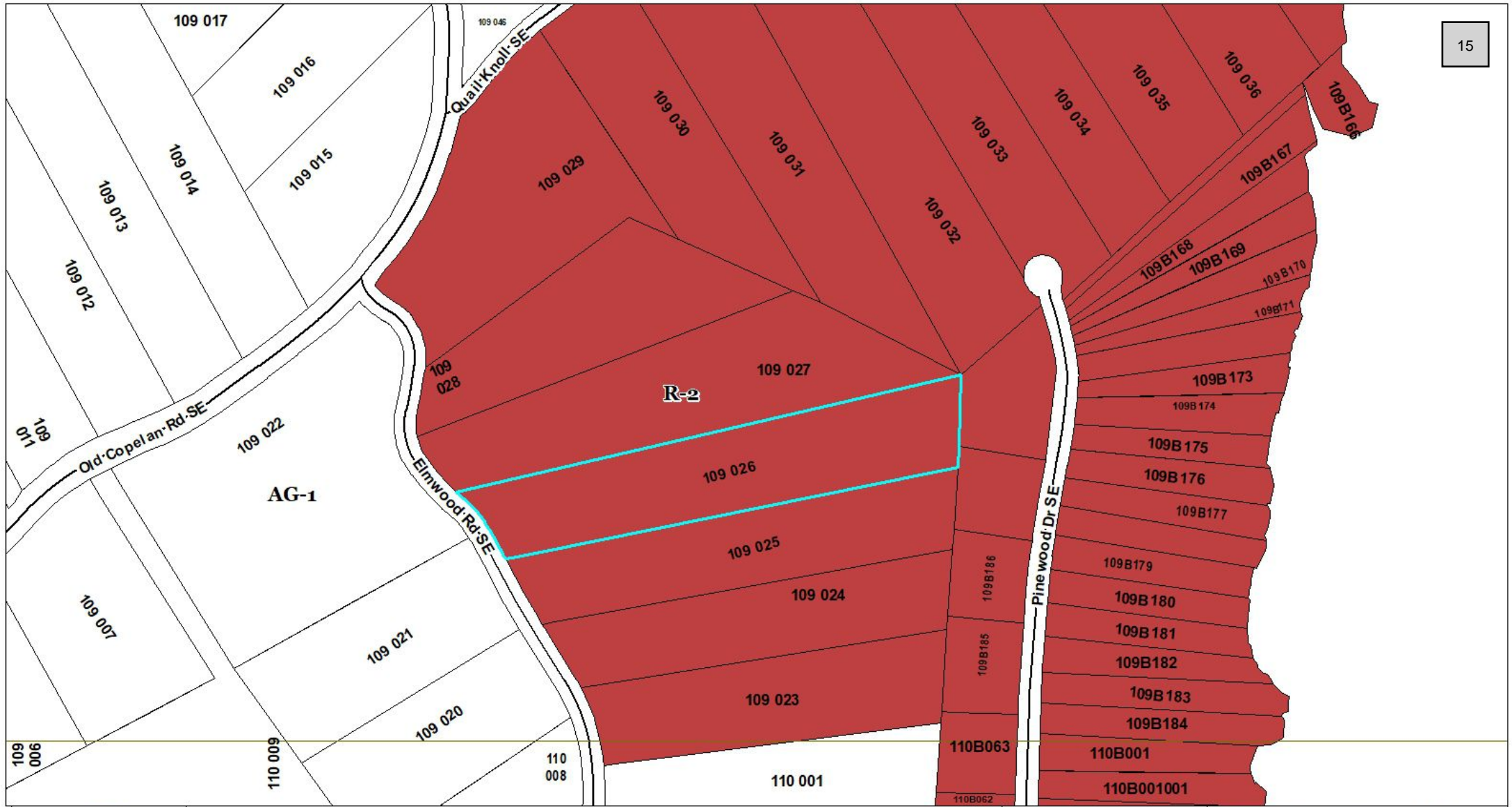
2024 010607 ACCT # 16936R LTS 36 & 37 PHASE 2 ELMWOOD ES
HITCHCOCK DENNIS MAHLON T & 109 026

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FROM TERRELL E. ABERNATHY
PUTNAM COUNTY TAX COMM
100 S JEFFERSON AVE # 207
EATONTON GA 31024

DUE IN FULL BY 12/01/2024





GEOGRAPHIC FEATURE LEGEND

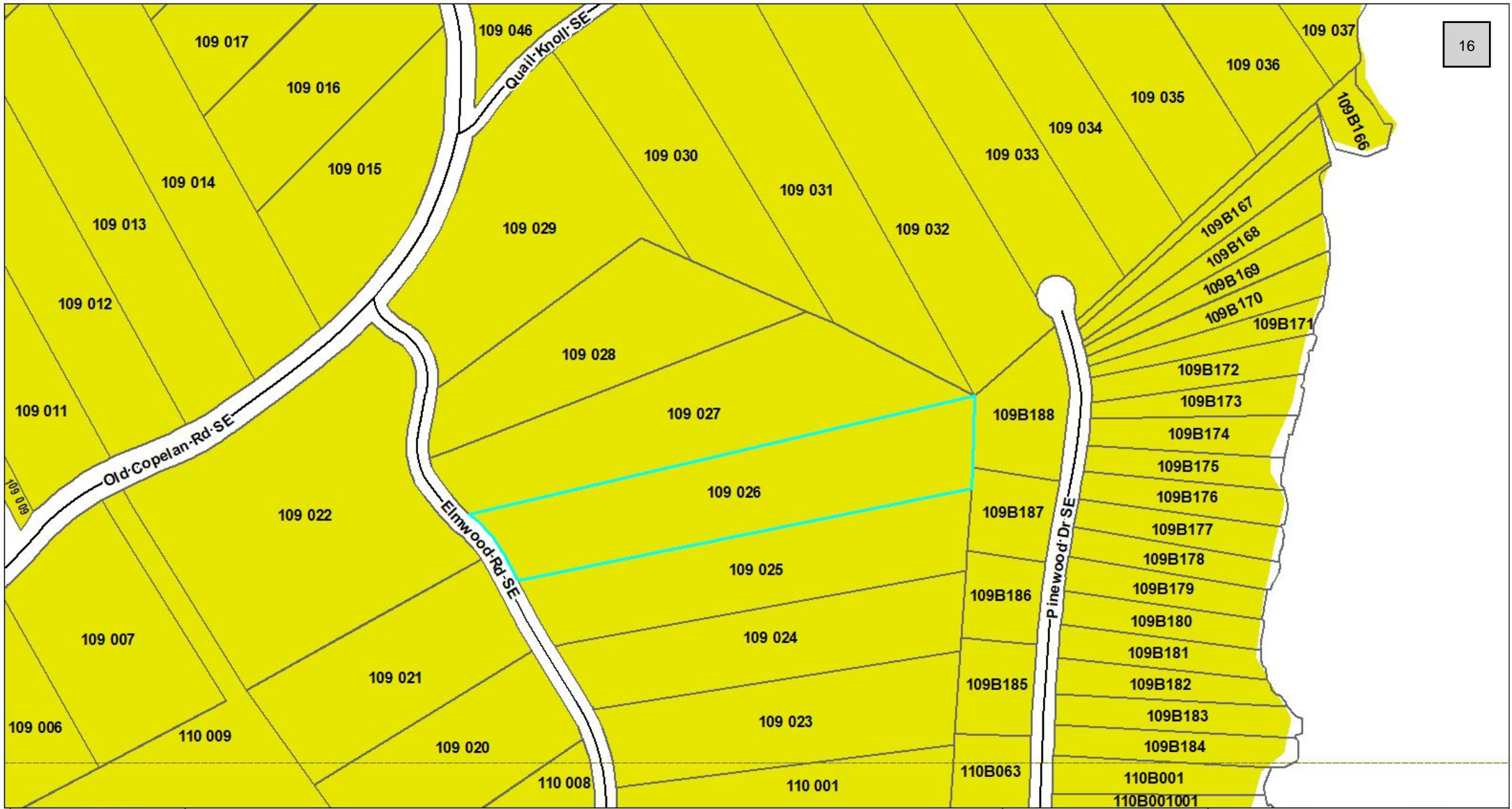
Estonton Limits	Overlay District	A-2 CITY	C-2 CITY	I-2 CITY	R - 1 CITY	RM-3
County Boundary	No Code	C-1	I-M	MHP	R - 2 CITY	R-1R
Roads	AG	C-1 CITY	I-1 CITY	PUBLIC	R - 3 CITY	R-PUD
Parcels	A-1 CITY	C-2	I-M	PUBLIC CITY	R - 4 CITY	C-PUD
Parcel Hooks					RM-1	

Middle Georgia Regional Commission
175 Emory Hwy
Suite C
Macon, Georgia 31217
(478) 751-8180
Web: www.middlegeorgiarc.org

PUTNAM COUNTY, GEORGIA
ZONING MAPS

MAP SCALE: 1" = 250' SCALE RATIO: 1:3,000 DATE: MARCH 2025

MAP 109



GEOGRAPHIC FEATURE LEGEND

Eatonton Limits	Agriculture/Forestry	Mixed Use	Residential
County Boundary	Commercial	Park/Recreation/Conservation	Transportation/Communication/Utilities
Roads	Industrial	Public/Institutional	Undeveloped/Vacant
Parcels			
Parcel Hooks			

MGRC
Middle Georgia Regional Commission
175 Emory Hwy
Suite C
Macon, Georgia 31217
(478) 751-8160
Web:
www.middlegeorgiarc.org

**PUTNAM COUNTY, GEORGIA
FUTURE LAND USE MAPS**

MAP 109

MAP SCALE: 1" = 250' SCALE RATIO: 1:3,000 DATE: MARCH 2025

TO: Putnam County Georgia Planning and Zoning Department

Reference Request to rezone 109 Elmwood Rd from R2 to AG.

This request should be emphatically denied!!!

This is an eyesore in our residential neighborhood. They have almost 13 acres and yet have chosen to put everything in the front of their adjoining lots. They are running a commercial trucking company named New Horizons Transportation LLC in a residential community. At any given time there are between 8 and 12 vehicles parked all over the property and that does not count a skidsteer and other heavy equipment scattered around the property. There are disabled vehicles and parts of vehicles laying around. They built a 60x30 HIGH Bay garage building in the front of the property and there are people and equipment and vehicles around that facility all the time. NOTE: Someone told me the setback rules for the subdivision was 65ft from the road? I would guess that this garage may be in violation of that setback distance? It does not look like 65ft?

Note that his New Horizons Transportation LLC is not a tractor/trailer company. Rather he has very large dual-wheel pickup trucks that pull gooseneck trailers loaded with all kind of different materiel. So he parts those trucks and large trailers out front of his house as a public eyesore. Interesting to note that his company drives trucks and trailers similar to the one that killed three people at Pea Ridge and HWY441 on Thursday, 24 April this week!!! They are not small vehicles and they carry heavy loads that he has been known to part in the neighborhood pending delivery.

Hearsay information from others in the neighborhood indicate that Mr Hitchcock has told them he wants to put cows in the back acreage?

If I understand the AG zoning, it would allow Mr. Hitchcock to put additional outbuildings on the property that are not allowed with the R2 zoning. That means he would be allowed to bring more equipment into the neighborhood and store them in additional buildings?

They built a nice house on the property and conversations with Mr Hitchcock before he actually built on the property, he said he was moving from Bethlehem Georgia to Eatonton because he wanted to be more rural and yet he bought in our community R2 Subdivision??? There is plenty of AG land available in Putnam County that he could have bought rather than trying to turn our Subdivision into a Farm??? But Mr Hitchcock's stated purpose was to find some lower property taxes! Having a nice house in our Subdivision is great. Turning it into a Farm and bringing all the other equipment and outbuildings to the Subdivision and allowing him to pay AG property taxes rather than R2 property taxes is wrong,

I have reviewed all the other property records on the Q-Public site and the entire Subdivision is Zoned as R2 and so this request would be an exception to policy and should be disapproved/denied.

Request this Rezoning be disapproved/denied.

April 24, 2025

This letter is in regard of the proposed rezoning of 109 Elmwood Drive in Elmwood Estates in Eatonton from Residential to Agriculture.

1. This is a residential community. When the residents at 109 Elmwood Drive purchased their two adjacent properties they were fully aware this is a Residential Community. These residents operate a commercial business from this residence. The name of the business is New Horizons Transportation LLC. The description of the business is it is an active interstate freight carrier based out of Eatonton. They bring these loaded carriers to their home and then at some point deliver to their destination.
2. Rezoning to AG would open all avenues for them to put even more out buildings on the property. The statement that this property would be used for flower/ produce production is very questionable. Talking with others in the neighborhood it has been discovered the owners at 109 Elmwood Drive would like to have cattle on this property once this property has been rezoned.
3. If allowed to have a flower/produce farm would residents be allowed to sell these products from their home? Elmwood Road is not a road where we need extra traffic. This is not a business district,

There is plenty of agricultural land available for those that desire a farm/cattle business. Our neighborhood is a residential and lake community. I believe the residents at 109 Elmwood would like to be rezoned to Agriculture is tax driven. We all know taxes on agricultural land is much less than residential.

I strongly encourage this committee to deny the request for rezoning to Agriculture at 109 Elmwood. Please look at the plat maps and see how our community is developed. Yes, we are in a rural area but many homes are still being built in the large surrounding area especially on Old Copelan.

Thank you.

April 24, 2025

Putnam County Planning & Development
Planning & Zoning Commission
117 Putnam Dr, Suite B
Eatonton, GA 31024

RE: Dennis & Rebecca Hitchcock
Rezoning Request for 11 acres
at 109 Elmwood Road from
R-2 to AG

To Whom It May Concern:

I am a resident of the subdivision on Lake Sinclair that includes Elmwood Rd., Hazelwood Rd, Woodhaven Dr, and Pinewood Drive in Putnam County. This letter is to state my objection to the zoning change request submitted by Dennis & Rebecca Hitchcock for 109 Elmwood Road from R-2 to AG.

I can see from Hitchcock's application that their stated reason for the zoning change request was to start a flower and vegetable farm. I do not have an objection to the homeowner's having a flower and/or vegetable garden which in fact, they do already have. My concern is that they already have one commercial use property on their home site which is already unsightly. While they have a beautiful home, this property is the first that is seen on the left side of the road as you enter the subdivision. There are junk vehicles sitting in the front yard, and there are always many vehicles present on the site. One evening last week, I counted 10 which is not unusual. They also have a recreational vehicle parked very near the front edge of the property. It is in an open shed, but seemed to be their living quarters while they were building their home.

There are so many variations between allowed uses of property between the R-2 designation and the AG designation that it leaves too much leeway with the interpretations of uses. While these homeowners are stating their desire for a flower and vegetable farm, the zoning change would leave many other uses open and available to them that would be allowed with an AG designation. This subdivision is clearly a residential area and leads to lakefront property where investments are currently exceeding \$1,000,000 in value. Therefore, my opinion is that their property needs to remain with an R-2 zoning designation.

Signed:

A Concerned Neighbor

RECEIVED APR 24 2025

Date: April 28, 2025

To: Putnam County Planning and Development Committee
From: Resident of Deer Run Point Neighborhood, Eatonton, GA

Re: Request for Zoning Change from R2 to AG
Meeting Date: May 8, 2025

Owner: Dennis & Rebecca Hitchcock
109 Elmwood Road
Eatonton, GA 31024

We have read the rezoning application from the Hitchcock's requesting this change because they would like a flower & vegetable farm. As a resident/neighbor, we are writing to respectfully oppose the requested zoning change. We do not feel there is an appropriate need to change the zoning for this type of activity and feel the change to AG would be leaving the property open to undesirable uses. This is primarily a residential area and even though there are a few other properties on Elmwood Drive which are zoned AG, there is no active farming taking place in the area.

After checking with the Putnam planning office, it was stated that there is no maximum size limit for a residential flower/vegetable garden, so given they have 12+ acres it would seem the Hitchcock's have plenty of options for a garden location.

1. General Information regarding the Elmwood Estates/Deer Run Point neighborhood:

The street on which the Hitchcock property is located, Elmwood Road, is the ONLY street that gives access to several other residential streets. The Hitchcock property is in close proximity to about 160 other properties. There is Elmwood Road (22 properties), Hazelwood Drive (11 properties), Woodhaven Drive (46 properties) and Pinewood Drive (82 properties). This is the property known as Elmwood Estates and Deer Run Point.

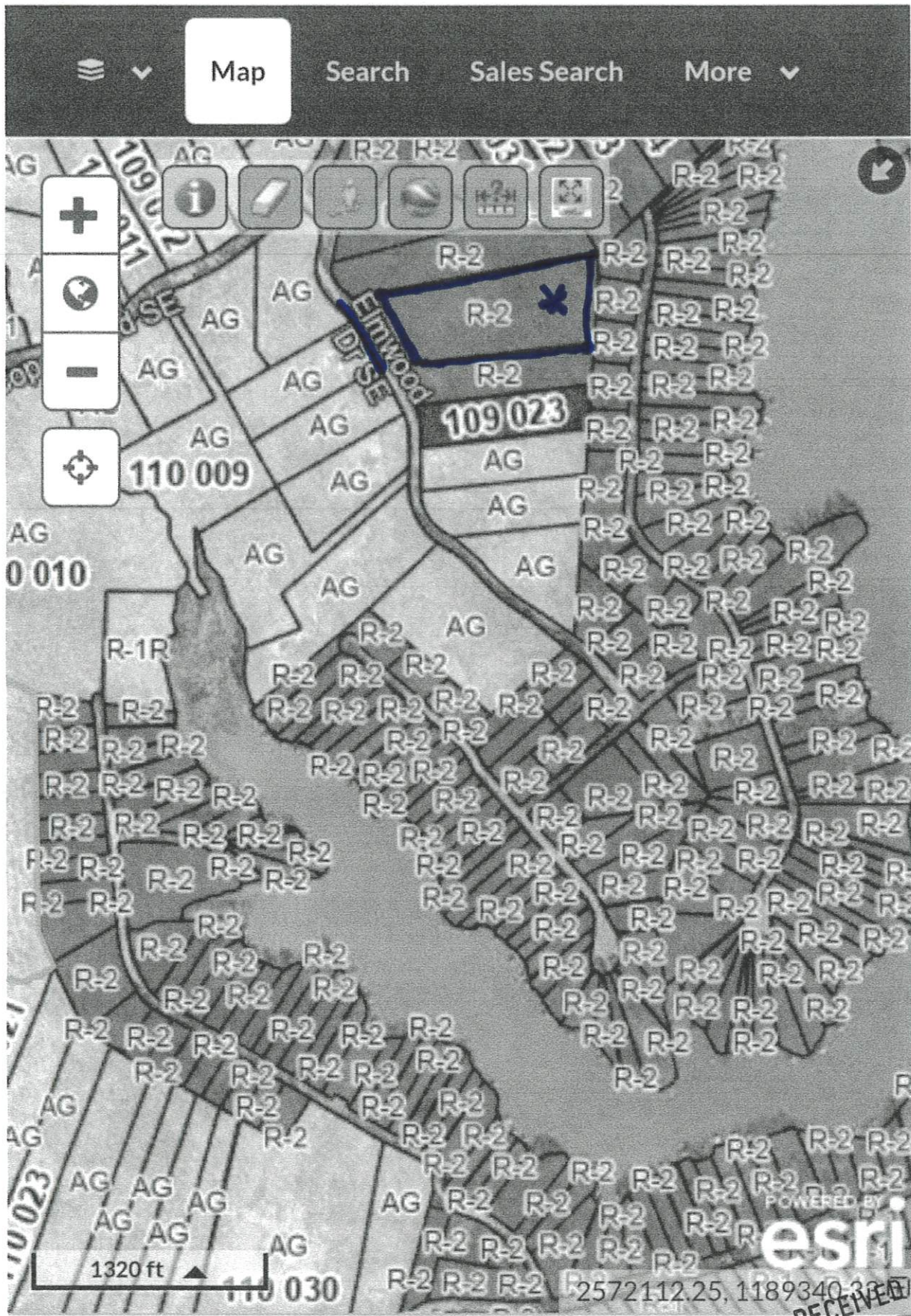
In the application, the property plat map alone does not give a clear picture as it fails to show the numerous other residential properties in the immediate area. We have attached another map that is representative of the area. Both Woodhaven and Pinewood have residential lakefront property on Lake Sinclair. We feel that the proposed zoning change would not be in keeping with the other property use. As you can see, 109 Elmwood Road is actually in a fairly high density area and is at the entrance to both neighborhoods.

At the time of their land purchase the Hitchcock's were aware that they were purchasing two lots zoned as residential, lots 36 and 37 in Elmwood Estates. In 2023, they combined the two lots to form one large 12+ acre lot.

RECEIVED APR 28 2025

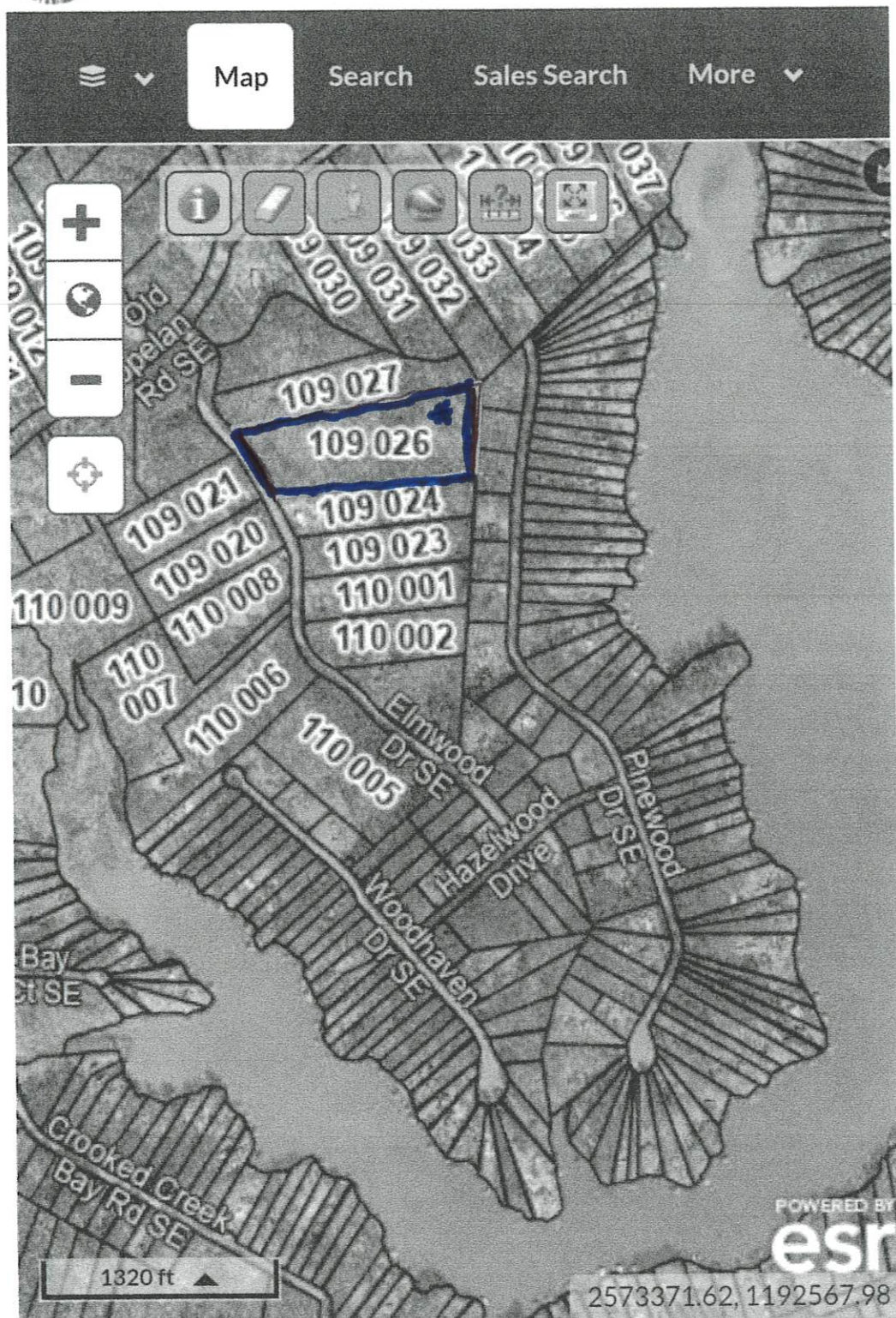


Putnam County, GA





Putnam County, GA



HITCHCOCK DENNIS MAHLON T & REBECCA W

REVOCABLE LIVING TRUST

109 ELMWOOD RD

Acres: 12.96

Value: \$175,672

RECEIVED APR 28 2025

4

2. Reasons we oppose the zoning change:

The existence of a farm may detract from property value in the area. Many people are investing in real estate here and home sale prices have been increasing. There have been homes on both Pinewood and Woodhaven Drives that have sold for north of \$1 million dollars. Given the residential nature of our area, rezoning to AG may leave open the ability for the owners to raise livestock such as cattle, horses, goats or poultry. They may be able to provide housing for workers or have other structures which may be living quarters for other family members. The AG zoning approved land uses are not very specific.

Having farm sales or a farmer's market in the neighborhood would not be desirable. We have a farmer's market at Harmony Crossing which would be more appropriate for use.

AG zoning may allow for other very large structures or a nursery building to be built which would be undesirable.

AG zoning may lead to more equipment being stored on the property. The Hitchcock's seem to already have numerous trucks, long flat trailers, salvaged vehicles and other items around the front of their property and near their metal workshop. These items may be related to their personal transportation business.

In closing, while we appreciate their interest in promoting sustainable flower and vegetable gardening, we feel they could still accomplish that goal on their many acres of land without the requested rezoning.

RECEIVED APR 28 2025

April 26, 2025

TO Putnam County Planning and Development

Regarding a Request by Dennis and Rebecca Hitchcock to rezone their property at 109 Elmwood RD Eatonton GA. Rezone said property from Residential to Agriculture for the purpose of planting a garden, both for flowers and vegetables.

We have no problem with flowers and vegetables but we are concerned about potential other issues such as cattle and any other livestock.

If they will put in writing that the land will only be for the purpose they stated we have no problem.

As we must pass by their home daily we are opposed to all the implements and equipment currently being stored there in the front yard. In addition the old scrapped cars and other items not normally found in our neighborhood. It is our opinion that should not be there in view on residential property.

RECEIVED MAY 05 2025

**Kelli Phillips
221 Pinewood Drive
Eatonton, GA 31024**

[REDACTED]

May 6, 2025

Re: Rezoning of 109 Elmwood Road

To Whom it May Concern:

I am writing this to respond to the request for re-zoning of 109 Elmood Road, Eatonton GA.

A little history from my perspective..... When the owners of this land erected a "barn type" structure without a house on the property I became concerned that this was going to be a business of some sort and by the size of the barn AND all of the tractors, trucks, vehicles etc. it concerned me it was going to be a garage. THEN, a really nice home was built and was hopeful that the previous mentioned structure was just their out building. The house is very nice and I thought "who would want to run a garage from their front yard?" Well, soon to learn that this was not the case and it was clear a repair business of some sort was being run from this location. I had assumed there was no zoning for a business but they continued to operate. At any given time there are many cars, trailers etc, and it is very unsightly as you drive by into our quaint neighborhood.

When the public notice sign was posted I was excited that maybe this was going to be resolved, only to find that the rezoning request was for a farm????

I have several concerns for both business and/or agriculture zoning:

- Traffic – this road is very very curvy and often times I dodge people who cross the center line. If this is zoned for agricultural, including the rights to sell from this property, the traffic will increase in our residential area.
- Stench - with the addition of livestock comes the smell and flies that can travel around and throughout the area.
- Roaming chicken or cows – I believe this is self explanatory

RECEIVED MAY 07 2025

CJP

Kelli Phillips
221 Pinewood Drive
Eatonton, GA 31024

Page 2

- Possible negative impact on surrounding home and land values --- Who wants to build next to smelly cows and chickens? This is not farmland.....!
- Fresh Vegetable and Fruit Sales -- I'm all in favor for fresh veggies however, if they run a business where people come to the property to purchase, this will affect traffic and people illegally parking on the road which will impact vehicles passing on the road.
- Curb appeal -- This already looks bad with all of the junk cars, tractors etc sitting on plain view of the passer-by

I am requesting that you give serious consideration to your decision to rezone to agricultural but I am also requesting that, if there is not already zoning for business that you re-visit this as well. At worst case, as it relates to the business, mandate they grow trees, etc around the eye-sore so that it has better curb appeal.

Thank you for your time,

Kelli Phillips

RECEIVED MAY 07 2025

File Attachments for Item:

7. Request by Joe Hudson and Lois Schell to rezone 10.27 acres on Lakeshore Drive from AG to R-1 [Map 056, Parcel 003027, District 4] (staff-P&D)



PUTNAM COUNTY PLANNING & DEVELOPMENT

117 Putnam Drive, Suite B ♦ Eatonton, GA 31024

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

May 8, 2025

BOC Staff Recommendations

TO: Board of Commissioners

FROM: Lisa Jackson Recommendations

RE: Staff Recommendations for Public Hearing Agenda on 5/8/2025

REQUEST

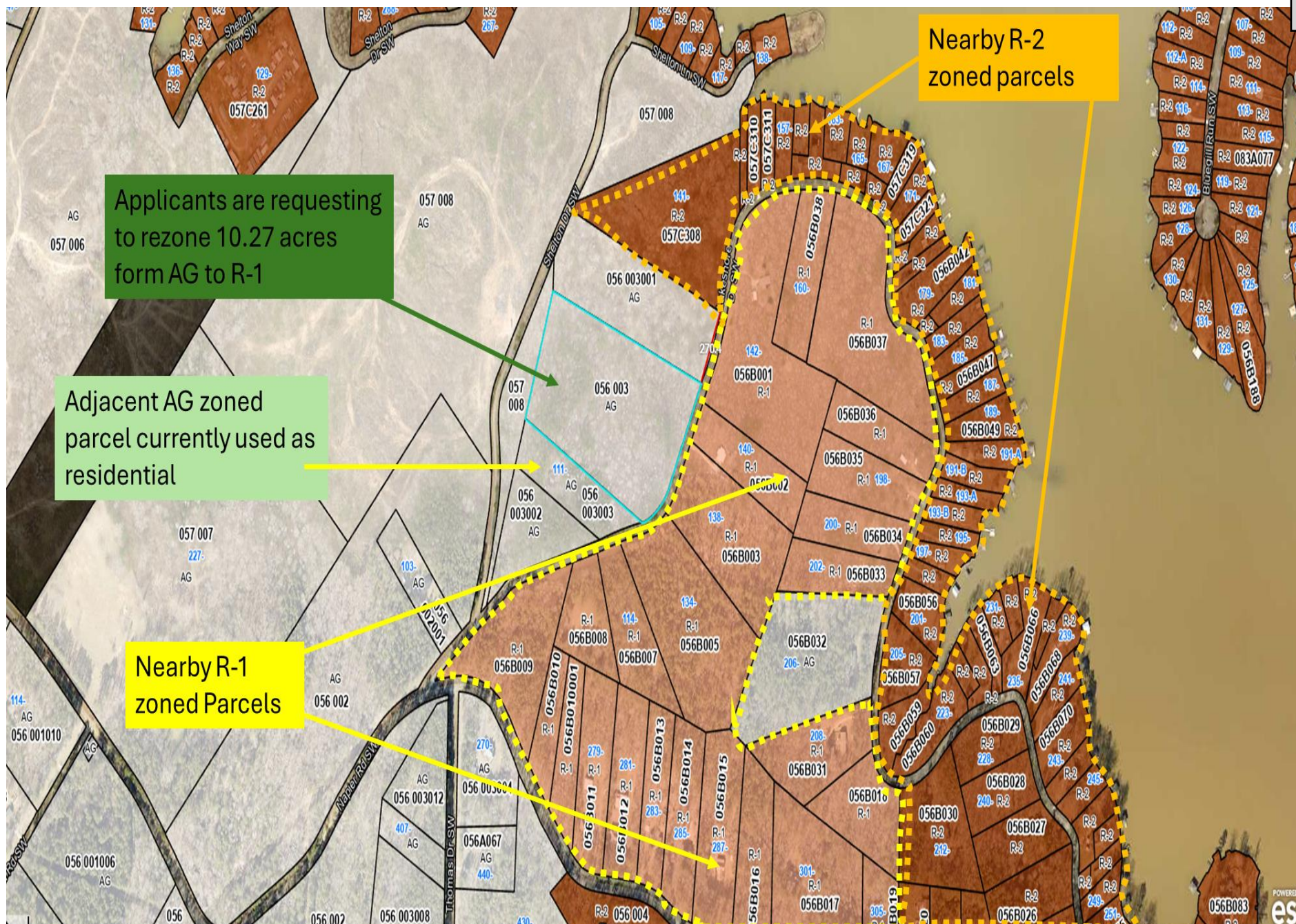
6. Request by **Joe Hudson and Lois Schell** to rezone 10.27 acres on Lakeshore Drive from AG to R-1. [Map 056, Parcel 003027, District 4].
* Mr. Hudson is requesting to rezone this 10.27-acre tract from AG to R-1 on behalf of himself and Lois Schell. If approved, the property will be subdivided into residential lots. The land is currently vacant and wooded. According to the letter of intent, the owners have been selling residential buildings in the surrounding area since 1985.

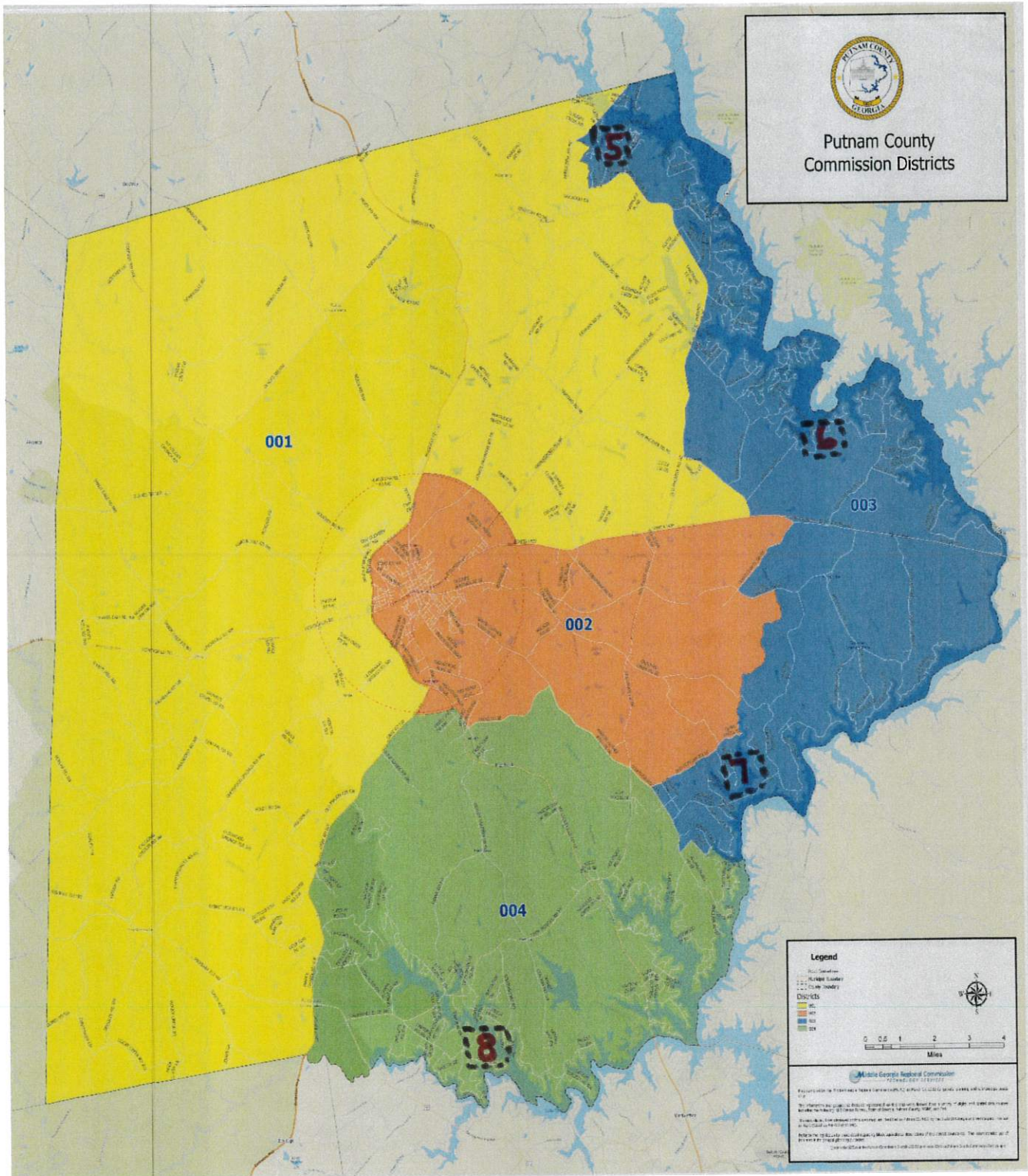
The applicant is requesting to rezone a 10.27-acre tract from AG (Agricultural) to R-1 (Residential). Although the current AG zoning permits agricultural use, the owners have no plans to utilize the property for such purposes. The site is located along Lakeshore Drive and is surrounded by a mix of AG, R-1, and R-2 zoned parcels. Several R-1 parcels are located directly across from the property, and multiple R-2 parcels lie within 300 feet. Notably, the adjacent AG-zoned parcel is already being used for residential purposes. Therefore, rezoning to R-1 would be more consistent with the existing development patterns and surrounding zoning, as referenced in [Sec. 66-81 – R-1 Uses Allowed](#). Furthermore, the proposed rezoning will not negatively impact the use, value, or usability of nearby properties. In addition, the Future Land Use Comprehensive Plan also designates this property for future residential development. Therefore, staff recommend approval of this request to rezone the 10.27-acre tract from AG to R-1.

Staff recommendation is for approval to rezone 10.27 acres on Lakeshore Drive from AG to R-1. [Map 056, Parcel 003027, District 4].*

*The Planning & Zoning Commission's recommendation is for approval to rezone 10.27 acres on Lakeshore Drive from AG to R-1. [Map 056, Parcel 003027, District 4].**







**PUTNAM COUNTY PLANNING & DEVELOPMENT**

117 Putnam Drive, Suite B ♦ Eatonton, GA 31024

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

☒ REZONINGAPPLICATION NO. 2025-Rezone-7DATE: 1/28/2025MAP 056 PARCEL 003027 ZONING DISTRICT AG ✓1. Owner Name: Joe Hudson & Lois R. Schell

2. Applicant Name (If different from above): _____

3. Mailing Address: 262 Winding River Rd NE, Eatonton, GA 31024

4. Email Address: _____

5. Phone: (home) _____ (office) _____ (cell) _____

6. The location of the subject property, including street number, if any: Lakeshore Drive, Putnam County, GA7. The area of land proposed to be rezoned (stated in square feet if less than one acre):
10.27 acres8. The proposed zoning district desired: residential R-19. The purpose of this rezoning is (Attach Letter of Intent)
See attached letter10. Present use of property: vacant AG Desired use of property: available for home construction R-1

11. Existing zoning district classification of the property and adjacent properties:

Existing: agricultural AG
North: residential AG R-2 South: residential AG R-1 East: residential R-1 West: residential AG

12. Copy of warranty deed for proof of ownership and if not owned by applicant, please attach a signed and notarized letter of agency from each property owner for all property sought to be rezoned.

13. Legal description and recorded plat of the property to be rezoned.

14. The Comprehensive Plan Future Land Use Map category in which the property is located. (If more than one category applies, the areas in each category are to be illustrated on the concept plan. See concept plan insert.): _____

15. A detailed description of existing land uses: this property is currently vacant16. Source of domestic water supply: well _____, community water ☒, or private provider _____.
If source is not an existing system, please provide a letter from provider.MAR 05 2025 1-04-24
62

**PUTNAM COUNTY PLANNING & DEVELOPMENT**

117 Putnam Drive, Suite B ♦ Eatonton, GA 31024

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17. Provision for sanitary sewage disposal: septic system ☒, or sewer _____. If sewer, please provide name of company providing same, or, if new development, provide a letter from sewer provider.

18. Complete attachment of Disclosure of Campaign Contributions Form by the applicant and/or the applicant's attorney as required by the Georgia Conflict of Interest in Zoning Act (O.C.G.A. 36-67A).

19. The application designation, date of application and action taken on all prior applications filed for rezoning for all or part of the subject property. (Please attach on separate sheet.)

20. Proof that property taxes for the parcel(s) in question have been paid.

21. Concept plan.

- If the application is for less than 25 single-family residential lots, a concept plan need not be submitted. (See attachment.)
- A concept plan may be required for commercial development at director's discretion

22. Impact analysis.

- If the application is for less than 25 single-family residential lots, an impact analysis need not be submitted. (See attachment.)
- An Impact analysis (including a traffic study) is required when rezoning from residential zoned or used property to commercial or industrial districts.

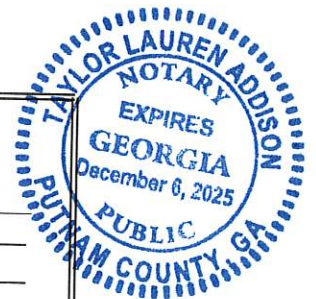
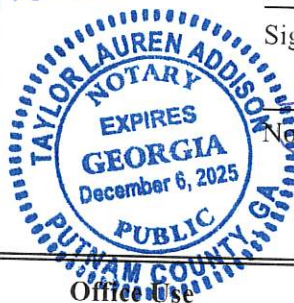
THE ABOVE STATEMENTS AND ACCOMPANYING MATERIALS ARE COMPLETE AND ACCURATE. APPLICANT HEREBY GRANTS PERMISSION FOR PLANNING AND DEVELOPMENT PERSONNEL OR ANY LEGAL REPRESENTATIVE OF PUTNAM COUNTY TO ENTER UPON AND INSPECT THE PROPERTY FOR ALL PURPOSES ALLOWED AND REQUIRED BY THE PUTNAM COUNTY CODE OF ORDINANCES.

Signature (Property Owner) (Date)

Signature (Applicant) (Date)

Notary Public

Notary Public



Office Use	
Paid: \$ <u>330.00</u> (cash) _____ (check) <u>1314</u> (credit card) _____	
Receipt No. _____	Date Paid: _____
Date Application Received: _____	
Reviewed for completeness by: _____	
Date of BOC hearing: _____	Date submitted to newspaper: _____
Date sign posted on property: _____	Picture attached: yes _____ no _____

DISCLOSURE OF APPLICANT'S CAMPAIGN CONTRIBUTION

1-04-24
MAR 05 2025

January 28, 2025

Putnam County Planning & Development

117 Putnam Drive, Suite B

Eatonton, GA 31024

To Whom It May Concern:

My name is Joseph P. Hudson, and my address is 262 Winding River Road, NE, Eatonton, GA 31024. Mrs. Lois Resseau Schell and I own a 10.27 acre tract of land located on Lakeshore Drive, Putnam County, GA. The Map # is 056, and the Parcel # is 003. ⁰²⁷ It is our desire to have the survey plat prepared by County Line Surveying, LLC, Joseph D. Tyson, PLS No. 3490 dated January 27, 2025 recorded in the Putnam County Courthouse, Eatonton, GA.

It is also our desire that this tract of land's zoning district be changed from agricultural to residential. All of the land surrounding this 10.27 acres is already zoned residential, and there are many individual residences located around this property. We have been selling residential building lots all around this property since 1985.

We will appreciate your consideration of our requests.

Joseph P. Hudson

Joseph P. Hudson

Lois Resseau Schell

Lois Resseau Schell

Notary Public:

Taylor Lauren Addison
2.6.2025



MAR 05 2025

MAR 05 2025

WARRANTY DEED

CONTINENTAL AUGUSTA WOODLANDS,
INC.

TO

JOE P. HUDSON and T. H. RESSEAU,
JR.

340.2 acres, in the 3rd Land District
of Putnam County, Georgia

**STATE OF GEORGIA
PUTNAM COUNTY**

I HEREBY CERTIFY THIS INSTRUMENT WAS FILED FOR
RECORD IN THE CLERK'S OFFICE, SUPERIOR COURT, SAID
COUNTY ON THE 12 DAY OF Dec 1984

11:51 O'CLOCK P.M. AND RECORDED IN BOOK
64 PAGE 43-431 Dec 13 1984

Elizabeth P. G. G. G. G.
CLERK SUPERIOR COURT

HUNTER, MACLEAN, EXLEY & DUNN, P.C.
ATTORNEYS AT LAW
SAVANNAH BANK & TRUST BUILDING
SAVANNAH, GA.

NCP

1984, by and between CONTINENTAL AUGUSTA WOODLANDS, INC., a corporation organized and existing under the laws of the State of Delaware, hereinafter called CONTINENTAL, party of the first part, and JOE P. HUDSON and T. H. RESSEAU, JR. of Putnam County, Georgia, parties of the second part,

W I T N E S S E T H

THAT the said party of the first part, for and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable considerations, in hand paid, at and before the sealing and delivery of these presents, receipt of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does hereby grant, bargain, sell and convey unto the said party of the second part, their heirs, successors and assigns, the following described property:

ALL THAT certain lot, tract or parcel of land situate, lying and being in the Third (3rd) Land District of Putnam County, Georgia, containing Three Hundred Forty and Two-Tenths (340.2) acres, and being bounded generally on the north by lands now or formerly of S. H. and Thomas F. Napier and the right of way of a public road; on the east by the right of way of a public road; on the south by the right of way of a public road; and on the west by the right of way of a public road and lands now or formerly of S. H. and Thomas F. Napier; for a more complete description of the tract hereby conveyed, reference is hereby made to a map or plat of said tract of land made by Calvin W. Rice, Registered Land Surveyor, Georgia, dated October 31, 1957, a copy of which is recorded in the Office of the Clerk of the Superior Court of Putnam County, Georgia, in Plat Book 8, Page 57.

SUBJECT TO ALL easements, rights of way, restrictions and other encumbrances of record.

TO HAVE AND TO HOLD the above described property, together with all and singular the rights, members, improvements and appurtenances to the only proper use, benefit and behoof of the said party of the second part, their heirs, successors and assigns, in fee simple.

AND THE said party of the first part, for itself, its successors and assigns, will warrant and forever defend the title to the above described property unto the said

Putnam
Real Estate Transfer
76.90

MAR 05 1985

party of the second part; their heirs, successors and assigns, against the lawful claims of all persons claiming by, through or under the said party of the first part.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be executed by its duly authorized officers with the corporate seal affixed the day and year first above written.

Signed, sealed and delivered
in the presence of:

Annette J. Logue

Linda M. Haynie
Notary Public,

LINDA M. HAYNIE

Notary Public, Chatham County, Ga.
(NOTARIAL SEAL) Mar. 1, 1987

CONTINENTAL AUGUSTA WOODLANDS, INC

By:

Walter W. Herbert
President

ATTEST:

E. R. Manning
Secretary

(CORPORATE SEAL)

MAR 05 1987

E-Filed By:
Putnam County Clerks Office
Clerk of Courts Trevor Addison
03/25/2025 05:57 PM
Plat Book: 00039
Page: 0109
\$10.00 Base Filing Fee

SHEET 1 OF 1

38



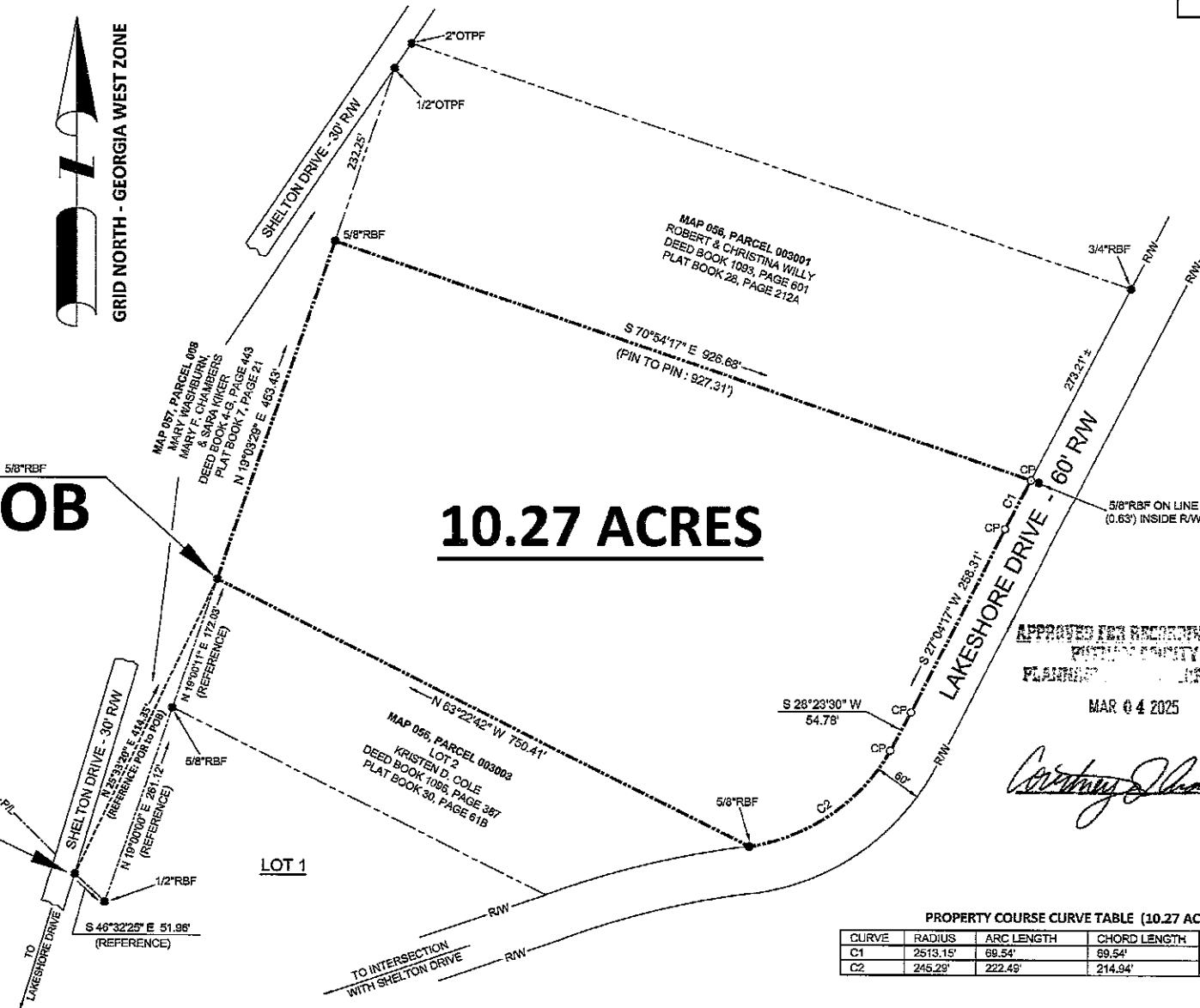
POB

10.27 ACRES

POR

NOTE - POINT OF REFERENCE:

PLAT BY OGLETREE & ASSOCIATES
(PLAT BOOK 30, PAGE 46) - DESCRIBED
AS POINT "F" - 1/2" IRON PIN SET ON
RIGHT-OF-WAY OF SHELTON DRIVE



APPROVED FOR RECORDING ONLY
PUTNAM COUNTY
PLANNING DEPARTMENT

MAR 04 2025

PROPERTY COURSE CURVE TABLE (10.27 ACRES)

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	2513.15'	68.54'	69.54'	S 27°37'05" W
C2	245.29'	222.49'	214.94'	S 55°27'37" W

GEORGIA SURVEYOR CERTIFICATION	SURVEYOR	MAP 056, PARCEL 003027	GEORGIA SURVEY DATA	LEGEND	DISCLOSURE & NOTICE
As required by subsection (d) of O.C.G.A. Section 15-6-67, this plat has been prepared by a land surveyor and approved for recording as evidenced by approval certificates, signature stamps, or statements hereon. Such approvals or affirmations should be confirmed with the appropriate governmental bodies by any purchaser or user of this plat as to intended use of any parcel. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.	County Line Surveying, LLC Joseph D. Tyson, PLS NO. 3490 102 Gary Drive NE Milledgeville, Ga. 31061 Phone: 478-414-8149	RETRACEMENT SURVEY PREPARED FOR Active Acres Properties LLC LYING IN LAND LOT 137 3rd LAND DISTRICT 314th GMD PUTNAM COUNTY, GEORGIA	A. SURVEY DATE: JANUARY 15, 2025 B. PLAT DATE: JANUARY 27, 2025 C. EQUIPMENT USED: JAVAD TRIUMPH T3 & JAVAD L5+ DUAL FREQUENCY & RTK SURVEY CLOSURE INFORMATION THE FIELD DATA UPON WHICH THIS SURVEY IS BASED HAS A POSITIONAL TOLERANCE OF 0.04 FEET. THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS BOUND TO BE ACCURATE WITHIN ONE FOOT IN 422,858 FEET. GENERAL NOTES 1. LAND LOTS ARE APPROXIMATE.	<ul style="list-style-type: none">CP - COMPUTED POINTRBF (UNLESS OTHERWISE NOTED)RBS (UNLESS OTHERWISE NOTED)CONCRETE R/W MARKER FOUNDCONCRETE MONUMENT FOUNDOPEN TOP PIPE FOUNDREBAR FOUNDREBAR SETC/L - CENTERLINEP/L - PROPERTY LINEEP - EDGE OF PAVEMENTR/W - RIGHT-OF-WAYPP - POWER POLEFH - FIRE HYDRANTWM - WATER METERPOR - POINT OF REFERENCEPOB - POINT OF BEGINNINGENCE LINEOVERHEAD POWER LINEREFERENCE LINE	<p>THERE HAS BEEN NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, OR OWNERSHIP TITLE EVIDENCE THAT MAY BE DISCLOSED BY A CURRENT AND ACCURATE TITLE SEARCH. THIS PROPERTY IS SUBJECT TO ANY AND ALL EXISTING DRAINAGE AND/OR UTILITY EASEMENTS THAT MAY NOT BE SHOWN ON THIS PLAT NOR DOES THE SURVEYOR ASSUME ANY RESPONSIBILITY FOR ANY SUCH EASEMENTS THAT MAY AFFECT THIS PROPERTY.</p> <p>0 50 100 200 300</p> <p>SCALE: 1" = 100'</p> <p>JOB NUMBER: 25019P</p>
Joseph D. Tyson JOSEPH D. TYSON - PLS NO. 3490 DATE: MARCH 4, 2025		DEED BOOK 769, PAGES 739 - 750 PLAT BOOK 8, PAGE 57B			



PUTNAM COUNTY PLANNING & DEVELOPMENT

117 Putnam Drive, Suite B ♦ Eatonton, GA 31024
Tel: 706-485-2776 ♦ 706-485-0552 fax ♦ www.putnamcountyga.us

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The *Putnam County Code of Ordinances*, Section 66-167(c) states as follows:

“When any applicant or his attorney for a rezoning action has made, within two years immediately preceding the filing of that applicant’s application for the rezoning action, campaign contributions aggregating \$250.00 or more to a local government official who will consider the application, it shall be the duty of the applicant to file a disclosure report with the governing authority of the respective local government showing:

a. The name and official position of the local government official to whom the campaign contribution was made; and

b. The dollar amount and description of each campaign contribution made by the applicant to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution. The disclosures required by this section shall be filed within ten days after an application for the rezoning action is first filed.”

1. Name: _____

2. Address: _____

3. Have you given contributions that aggregated \$250.00 or more within two years immediately preceding the filing of the attached application to a candidate that will hear the proposed application? _____ Yes ☒ No If yes, who did you make the contributions to? : _____

Signature of Applicant: _____

Date: _____

Kae Zieckson
Lois Schell

Lois

1-04-24
MAR 05 2025

BO
TERRELL E. ABERNATHY
PUTNAM COUNTY TAX COMM
100 S JEFFERSON AVE # 207
EATONTON GA 31024

CLK DATE PAID SEQ NO
JBJ 2024 10 25 134955
CHECK #: 2 1371
PAID BY: MULTIPLE CHECKS

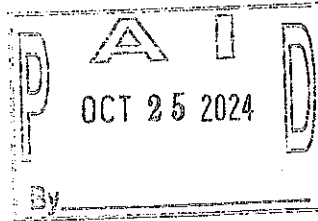
40

BILLING NAME & ADDRESS:
HUDSON JOE & LOIS R SCHELL

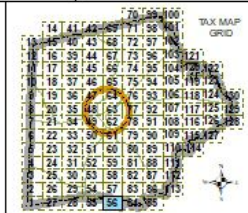
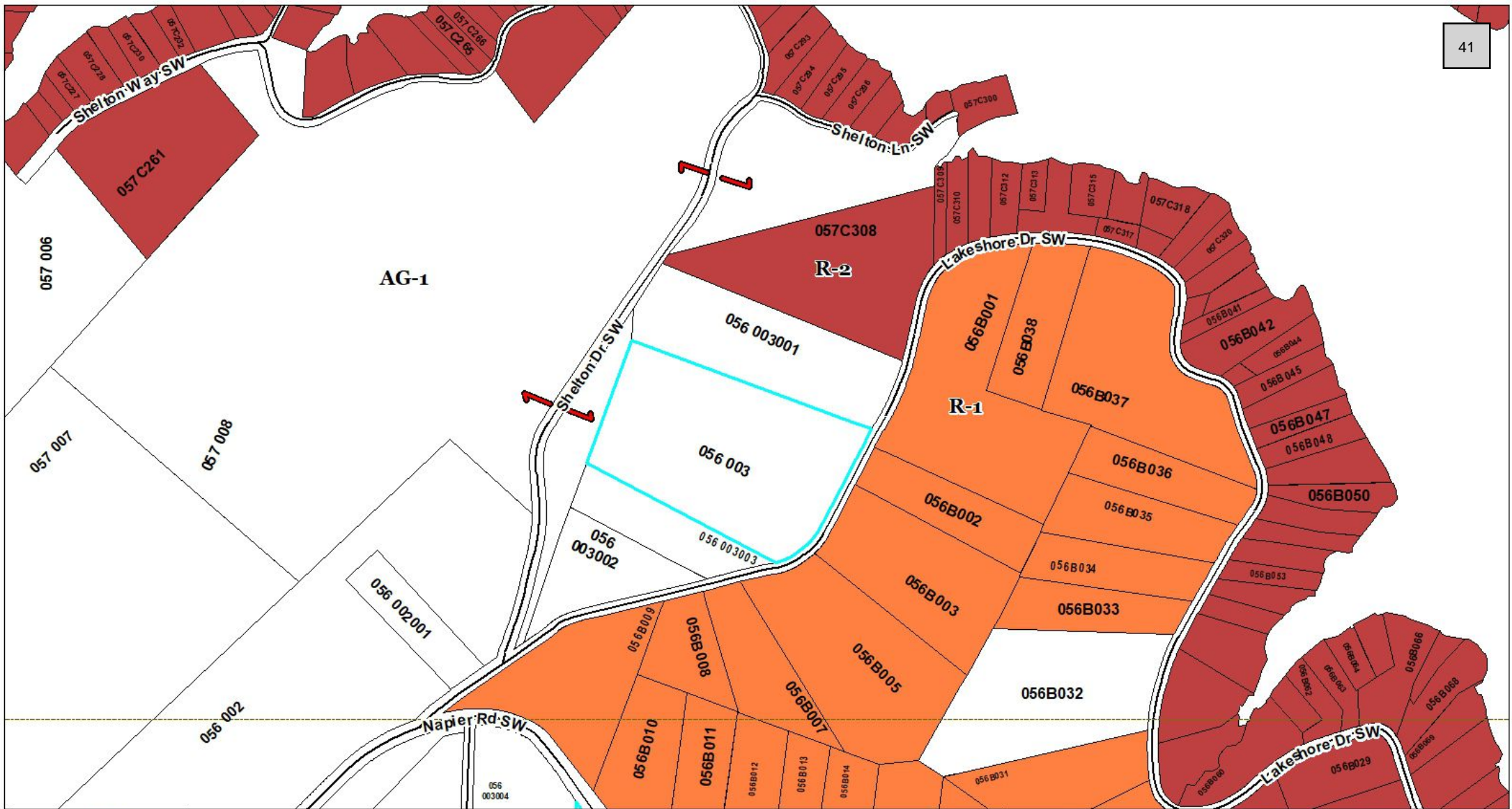
BILL# - 2024 011216
MAP # - 056 003
LOCTN - WILLIAMS REALTY 31

204 CARRIAGE WAY
EATONTON GA 31024

TAX AMOUNT DUE	1,527.61
PENALTY DUE	.00
INTEREST DUE	.00
COSTS DUE	.00
TOTAL DUE	1,527.61
AMOUNT PAID	1,527.61
CURRENT BALANCE	.00



MAR 06 2025



- Estonton Limits
- County Boundary
- Roads
- Parcels
- Parcel Hooks

GEOGRAPHIC FEATURE LEGEND

Zoning							
Overlay District	A-2 CITY	C-2 CITY	I-2 CITY	R - 1 CITY	R-1	RM-3	
No Code	C-1	I-M	MHP	R - 2 CITY	R-1R	R-PUD	
AG	C-1 CITY	I-1 CITY	PUBLIC	R - 3 CITY	R-2	C-PUD	
A-1 CITY	C-2	I-M	PUBLIC CITY	R - 4 CITY	RM-1		



Middle Georgia Regional Commission
175 Emory Hwy
Suite C
Macon, Georgia 31217
(478) 751-8180
Web:
www.middlegeorgiarc.org

PUTNAM COUNTY, GEORGIA
ZONING MAPS



MAP 056



GEOGRAPHIC FEATURE LEGEND

Eatonton Limits	Agriculture/Forestry	Mixed Use	Residential
County Boundary	Commercial	Park/Recreation/Conservation	Transportation/Communication/Utilities
Roads	Industrial	Public/Institutional	Undeveloped/Vacant
Parcels			
Parcel Hooks			

MGRC
Middle Georgia Regional Commission
175 Emory Hwy
Suite C
Macon, Georgia 31217
(478) 751-8180
Web:
www.middlegeorgia.org

PUTNAM COUNTY, GEORGIA
FUTURE LAND USE MAPS

MAP 056

MAP SCALE: 1" = 333.33' SCALE RATIO: 1:4,000 DATE: MARCH 2025

File Attachments for Item:

8. Proposed adoption of changes to the Putnam County Code of Ordinances - Chapter 2 (Administration) and Chapter 18 (Buildings and Building Regulations)

AN ORDINANCE CREATING
THE PUTNAM COUNTY RECREATION COMMITTEE

WHEREAS, pursuant to O.C.G.A. § 36-64-1 et seq., the Board of Commissioners of Putnam County, Georgia, has established a supervised system of recreation in the county and has retained the power to provide, maintain, and conduct parks, playgrounds, recreation centers, and other recreational activities and facilities in the county;

WHEREAS, pursuant to O.C.G.A. § 36-64-1 et seq., the Board of Commissioners of Putnam County, Georgia, is authorized to dedicate and set apart for use as parks, playgrounds, and recreation centers and for other recreation purposes any lands or buildings owned or leased by the county and not dedicated or devoted to another or inconsistent public use;

WHEREAS, pursuant to O.C.G.A. § 36-64-1 et seq., the Board of Commissioners of Putnam County, Georgia, is authorized to accept any grant or devise of real estate or any gift or bequest of money or other personal property or any donation, the principal or income of which is to be applied for either temporary or permanent use for playgrounds or recreation purposes in the county;

WHEREAS, the Board sees benefit to the county in continuing to develop, enhance, and expand county recreation facilities and initiatives, finds that a Recreation Committee, under the direction of the Board of Commissioners, offers scope for new ideas and to generate additional funds, and believes the goal is to supplement, not replace, existing county recreation activity and funding; and

WHEREAS, the Board of Commissioners of Putnam County, Georgia, finds it necessary to create a committee to be known as the Putnam County Recreation Committee to advise the Board of Commissioners of Putnam County, Georgia, with respect to parks, playgrounds, recreation centers, and other recreational activities and facilities in the county, and to explore opportunities for devises, grants, gifts, and bequests of money and property for the purpose of providing, establishing, conducting, and maintaining parks, playgrounds, recreation centers, and other recreational activities and facilities in the county;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Putnam County, Georgia, as follows:

1. Division 4 of Article III of Chapter 2 of the Putnam County Code of Ordinances, which is currently reserved, is hereby titled "Putnam County Recreation Committee."
2. Sections 2-141 through 2-149 of Division 4 of Article III of Chapter 2 of the Putnam County Code of Ordinances, which are currently reserved, are hereby amended as follows:

Sec. 2-141. - Created.

There is hereby created a committee to be known as the Putnam County Recreation Committee.

Sec. 2-142. - Purpose.

The purpose of the committee is to advise the Board of Commissioners of Putnam County, Georgia, with respect to parks, playgrounds, recreation centers, and other recreational activities and facilities in the county, and to explore opportunities for devises, grants, gifts, and bequests of money and property for the purpose of providing, establishing, conducting, and maintaining parks, playgrounds, recreation centers, and other recreational activities, facilities, or purposes in the county. Provided, however, that the committee shall have no powers with respect to parks, playgrounds, recreation centers, or other recreational activities, facilities, or purposes in the county, and shall not seek or accept any devises, grants, gifts, or bequests of money or property for the purpose of providing, establishing, conducting, or maintaining parks, playgrounds, recreation centers, or other recreational activities, facilities, or purposes in the county without the prior approval of the Board of Commissioners of Putnam County, Georgia.

Sec. 2-143. - Members.

The committee shall consist of six (6) members. Except for the chairperson and the ex officio member, the members shall be residents of the commissioner districts they represent and shall continue to reside in their respective districts during their term. The chairperson shall be a resident of the county and shall continue to reside in the county during his or her term. The ex officio member shall be the director of the recreation department of the county and shall be a non-voting member of the committee. Except as otherwise provided herein, the appointment procedures of Sec. 2-53 shall apply to the appointment of the members.

Sec. 2-144. - Terms.

Except for the ex officio member, the terms of the members of the committee shall be from the date of their appointment until December 31 of the year in which they were appointed and until their successors are duly appointed. The term of the ex officio member shall run and be appurtenant to his or her employment as the director of the recreation department of the county.

Sec. 2-145. - Organization.

After the initial appointment of all of the members of the committee, the members shall hold an organizational meeting, at the call of a majority of the members, to complete the organization of the committee by adopting bylaws. The bylaws may contain any provision for regulating and managing the affairs of the committee that is not inconsistent with the law or this division and, at a minimum, must fix the dates and times of the regular meetings of the committee, the quorum and voting requirements of the committee, and the voting and quorum requirements for the amendment of the bylaws.

Sec. 2-146. - Duties.

The duties of the committee shall be as follows:

- (a) The committee shall advise the county manager in developing the annual budget for parks, playgrounds, recreation centers, and other recreational activities, facilities, and purposes in the county;
- (b) The committee shall explore opportunities for devises, grants, gifts, and bequests of money and property for the purpose of providing, establishing, conducting, and maintaining parks, playgrounds, recreation centers, and other recreational activities, facilities, and purposes in the county and shall seek or accept the same when instructed to do so by the Board of Commissioners of Putnam County, Georgia;
- (c) The committee may incorporate and organize a nonprofit corporation, the directors of which shall be the members of the committee, the purpose of which shall be to seek or accept any devises, grants, gifts, or bequests of money or property for the purpose of providing, establishing, conducting, or maintaining parks, playgrounds, recreation centers, or other recreational activities, facilities, or purposes in the county when so approved by the Board of Commissioners of Putnam County, Georgia;
- (d) The committee, when required, shall prepare and file all returns and other documents required to maintain the nonprofit status of the nonprofit corporation under Section 501(c) (3) of the Internal Revenue Code and tax exempt status under O.C.G.A § 48-7-25;
- (e) The committee shall immediately pay into the county treasury any and all money and property acquired by it or the nonprofit corporation for the purpose of providing, establishing, conducting, or maintaining parks, playgrounds, recreation centers, or other recreational activities, facilities, or purposes in the county; and,
- (f) The committee, by and through its chairperson, shall make quarterly reports to the Board of Commissioners of Putnam County, Georgia, with respect to its activities and to the parks, playgrounds, recreation centers, and other recreational activities, facilities, and purposes in the county.

Sec. 2-147. – Expenditure of devises, grants, gifts, and bequests.

Any and all money and property paid into the county treasury by the committee or the nonprofit shall be deposited to the account of the Board of Commissioners of Putnam County, Georgia, and shall be withdrawn and paid out by the Board of Commissioners of Putnam County, Georgia, in the same manner as money appropriated for the Recreation Department of Putnam County, Georgia, or other recreation purposes of Putnam County, Georgia. Any and all such money and property shall be used to supplement the budget of

the Recreation Department of Putnam County, Georgia, or be used for other recreation purposes of Putnam County, Georgia, and shall not be used for any other purposes.

Sec. 2-148. - Exclusion(s).

The purpose and duties of the committee shall not extend to the Oconee Springs Park, but shall include Jimmy Davis Park, Poole Recreation Center, Uncle Remus Golf Course, and the Putnam County Swimming Pool.

Sec. 2-149. - Compensation.

Except for the chairperson of the committee, the members shall be paid fifty dollars (\$50.00) per meeting that they attend. The chairperson shall be paid seventy-five dollars (\$75.00) per meeting that he or she attends. Provided, however, that no member may be paid for attending more than fourteen (14) meetings per year.

Sec. 2-150. - Repealer.

This division shall stand repealed on April 4, 2027, unless it is continued in effect by the Board of Commissioners of Putnam County, Georgia, prior to that date.

- 3. Sections 2-151 through 2-175 of Division 4 of Article III of Chapter 2 of the Putnam County Code of Ordinances, which are currently reserved, are hereby further reserved for future use.
- 4. All ordinances and resolutions and parts of ordinances and resolutions in conflict with this ordinance are hereby repealed.

IN WITNESS WHEREOF, this ordinance, having been introduced by the Board of Commissioners of Putnam County, Georgia, on the ____ day of _____, _____, and having been heard upon prior notice by the Board of Commissioners of Putnam County, Georgia, on the ____ day of _____, _____, is approved and adopted by the Board of Commissioners of Putnam County, Georgia, on this ____ day of _____, _____.

Bill Sharp, Chairman

Attest: _____
Lynn Butterworth, County Clerk

AN ORDINANCE PROVIDING FOR THE REPAIRING, CLOSING, OR DEMOLISHING OF
PUBLIC NUISANCE DWELLINGS, BUILDINGS, OR STRUCTURES

WHEREAS, the Board of Commissioners of Putnam County, Georgia, finds that there exist in the county dwellings, buildings, or structures which are unfit for human habitation or for commercial, industrial, or business uses due to dilapidation and not in compliance with applicable codes; which have defects increasing the hazards of fire, accidents, or other calamities; which lack adequate ventilation, light, or sanitary facilities; or where other conditions exist rendering such dwellings, buildings, or structures unsafe or unsanitary, or dangerous or detrimental to the health, safety, or welfare, or otherwise inimical to the welfare of the residents of the county, or vacant, dilapidated dwellings, buildings, or structures in which drug crimes are being committed;

WHEREAS, pursuant to O.C.G.A. § 41-2-7 et seq., the Board of Commissioners of Putnam County, Georgia, is authorized to declare the aforesaid dwellings, buildings, or structures a public nuisance and to exercise its police power to repair, close, or demolish the aforesaid dwellings, buildings, or structures in the manner provided therein;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Putnam County, Georgia, as follows:

1. Article III of Chapter 18 of the Putnam County Code of Ordinances is hereby amended to add Secs. 18-96 through 18-119 following Sec. 18-95. These additional sections are hereby reserved for future use.
2. Chapter 18 of the Putnam County Code of Ordinances is hereby amended to add Article IV, which is hereby titled "PUBLIC NUISANCE DWELLINGS, BUILDINGS, OR STRUCTURES," following Article III and to add the following sections thereunder:

Sec. 18-120. - Definitions.

As used in this article, the term:

Applicable codes means:

- (1) Any optional housing or abatement standard provided in Chapter 2 of Title 8 of the Official Code of Georgia Annotated as adopted by ordinance or operation of law, or other property maintenance standards as adopted by ordinance or operation of law, or general nuisance law, relative to the safe use of real property;
- (2) Any fire or life safety code as provided for in Chapter 2 of Title 25 of the Official Code of Georgia Annotated; and
- (3) Any building codes adopted by ordinance prior to October 1, 1991, or the minimum standard codes provided in Chapter 2 of Title 8 of the Official Code of Georgia Annotated after October 1, 1991, provided that such building or

minimum standard codes for real property improvements shall be deemed to mean those building or minimum standard codes in existence at the time such real property improvements were constructed unless otherwise provided by law.

Board means the board of commissioners of the county.

Clerk means the clerk of the superior court of the county.

Closing means causing a dwelling, building, or structure to be vacated and secured against unauthorized entry.

County means the unincorporated area of Putnam County, Georgia.

Magistrate court means the magistrate court of the county.

Director means the director of the planning and development department of the county.

Drug crime means an act which is a violation of Article 2 of Chapter 13 of Title 16 of the Official Code of Georgia Annotated, known as the “Georgia Controlled Substances Act.”

Dwellings, buildings, or structures means any building or structure or part thereof used and occupied for human habitation or commercial, industrial, or business uses, or intended to be so used, and includes any outhouses, improvements, and appurtenances belonging thereto or usually enjoyed therewith and also includes any building or structure of any design. As used in this article, *dwellings, buildings, or structures* shall not mean or include any farm, any building or structure located on a farm, or any agricultural facility or other building or structure used for the production, growing, raising, harvesting, storage, or processing of crops, livestock, poultry, or other farm products.

Interested parties means:

- (1) An owner;
- (2) Those parties having an interest in the property as revealed by a certification of title to the property conducted in accordance with the title standards of the State Bar of Georgia;
- (3) Those parties having filed a notice in accordance with O.C.G.A. § 48-3-9;
- (4) Any other party having an interest in the property whose identity and address are reasonably ascertainable from the records of the petitioner or records maintained in the courthouse of the county or by the clerk. *Interested parties* shall not include the holder of the benefit or burden of any easement or right of way whose interest is properly recorded which interest shall remain unaffected; and

(5) Persons in possession of said property and premises.

Owner means the holder of the title in fee simple and every mortgagee of record.

Public authority means any member of the board and any housing authority officer or any other officer who is in charge of any department or branch of the government of the county or of the state relating to health, fire, or building regulations or to other activities concerning dwellings, buildings, or structures in the county.

Repair means altering or improving a dwelling, building, or structure so as to bring the structure into compliance with the applicable codes in the county and the cleaning or removal of debris, trash, and other materials present and accumulated which create a health or safety hazard in or about any dwelling, building, or structure.

Resident means any person residing in the county on or after the date on which the alleged nuisance arose.

Superior court means the superior court of the county.

Tax commissioner means the tax commissioner of the county.

Sec. 18.121. - Declaration of public nuisance.

The board finds and declares that there exist in the county dwellings, buildings, or structures which are unfit for human habitation or for commercial, industrial, or business uses due to dilapidation and not in compliance with applicable codes; which have defects increasing the hazards of fire, accidents, or other calamities; which lack adequate ventilation, light, or sanitary facilities; or where other conditions exist rendering such dwellings, buildings, or structures unsafe or unsanitary, or dangerous or detrimental to the health, safety, or welfare, or otherwise inimical to the welfare of the residents of the county, or vacant, dilapidated dwellings, buildings, or structures in which drug crimes are being committed. The board finds and declares it to be a public nuisance to construct or maintain any dwelling, building, structure, or property as described in this section.

Sec. 18.122. - Duty of owners.

It is the duty of the owner of every dwelling, building, structure, or property within the county to construct and maintain such dwelling, building, structure, or property in conformance with the applicable codes in force within the county, or such ordinances which regulate and prohibit activities on property and which declare it to be a public nuisance to construct or maintain any dwelling, building, structure, or property in violation of such codes or ordinances. A finding by any governmental health department, health officer, or building inspector that a dwelling, building, structure, or property is a health or safety hazard shall constitute prima-facie evidence that said dwelling, building, structure, or property is in violation of this section and this article.

Sec. 18.123. - Powers of the director.

The director is appointed and authorized to exercise such powers as may be necessary or convenient to carry out and effectuate the purpose and provisions of this article, including, in addition to those other powers granted in this article, the following powers:

- (1) To investigate the dwelling conditions in the county in order to determine which dwellings, buildings, or structures therein are unfit for human habitation or are unfit for current commercial, industrial, or business use or are vacant, dilapidated, and being used in connection with the commission of drug crimes;
- (2) To administer oaths and affirmations, to examine witnesses, and to receive evidence;
- (3) To enter upon premises for the purpose of making examinations; provided, however, that such entries shall be made in such manner as to cause the least possible inconvenience to the persons in possession;
- (4) To appoint and fix the duties of such officers, agents, and employees as he or she deems necessary to carry out the purposes of the ordinances; and
- (5) To delegate any of his or her functions and powers under this article to such officers and agents as he or she may designate.

Sec. 18.124. - Determination by the director.

- (a) The director may determine, under existing ordinances, that a dwelling, building, or structure is unfit for human habitation or is unfit for its current commercial, industrial, or business use if the director finds that conditions exist in such building, dwelling, or structure which are dangerous or injurious to the health, safety, or morals of the occupants of such dwelling, building, or structure; of the occupants of neighborhood dwellings, buildings, or structures; or of other residents of the county. Such conditions may include the following (without limiting the generality of the foregoing):

- (1) Defects therein increasing the hazards of fire, accidents, or other calamities;
- (2) Lack of adequate ventilation, light, or sanitary facilities;
- (3) Dilapidation;
- (4) Disrepair;
- (5) Structural defects; and
- (6) Uncleanliness.

- (b) The director may determine, under existing ordinances, that a dwelling, building, or structure is vacant, dilapidated, and being used in connection with the commission of drug crimes upon personal observation or report of a law enforcement agency and evidence of drug crimes being committed.

Sec. 18.125. - Procedures.

- (a) Whenever a request is filed with the director by a public authority or by at least five residents of the county charging that any dwelling, building, structure, or property is unfit for human habitation or for commercial, industrial, or business use and not in compliance with applicable codes; is vacant and being used in connection with the commission of drug crimes; or constitutes an endangerment to the public health or safety as a result of unsanitary or unsafe conditions, the director shall make an investigation or inspection of the specific dwelling, building, structure, or property.
- (b) If the investigation or inspection of the director identifies that any dwelling, building, structure, or property is unfit for human habitation or for commercial, industrial, or business use and not in compliance with applicable codes; is vacant and being used in connection with the commission of drug crimes; or constitutes an endangerment to the public health or safety as a result of unsanitary or unsafe conditions, the director may issue a complaint in rem against the lot, tract, or parcel of real property on which such dwelling, building, or structure is situated or where such public health hazard or general nuisance exists and shall cause summons and a copy of the complaint to be served on the interested parties for such dwelling, building, or structure.
 - (1) The complaint shall identify the subject real property by appropriate street address and official tax map reference; identify the interested parties; state with particularity the factual basis for the action; and contain a statement of the action sought by the director to abate the alleged nuisance.
 - (2) The summons shall notify the interested parties that a hearing will be held before the magistrate court at a date and time certain and at a place within the county. Such hearing shall be held not less than 15 days nor more than 45 days after the filing of said complaint in the magistrate court.
- (c) The interested parties shall have the right to file an answer to the complaint and to appear in person or by attorney and offer testimony at the time and place fixed for hearing.
- (d) If, after such notice and hearing, the magistrate court determines that the dwelling, building, or structure in question is unfit for human habitation or is unfit for its current commercial, industrial, or business use and not in compliance with applicable codes; is vacant and being used in connection with the commission of drug crimes; or constitutes an endangerment to the public health or safety as a result of unsanitary or unsafe conditions, the magistrate court shall state in writing findings of fact in support of such

determination and shall issue and cause to be served upon the interested parties that have answered the complaint or appeared at the hearing an order:

- (1) If the repair, alteration, or improvement of the said dwelling, building, or structure can be made at a reasonable cost in relation to the present value of the dwelling, building, or structure, requiring the owner, within the time specified in the order, to repair, alter, or improve such dwelling, building, or structure so as to bring it into full compliance with the applicable codes relevant to the cited violation and, if applicable, to secure the structure so that it cannot be used in connection with the commission of drug crimes; or
- (2) If the repair, alteration, or improvement of the said dwelling, building, or structure in order to bring it into full compliance with applicable codes relevant to the cited violations cannot be made at a reasonable cost in relation to the present value of the dwelling, building, or structure, requiring the owner, within the time specified in the order, to demolish and remove such dwelling, building, or structure and all debris from the property.

For purposes of this section, the magistrate court shall make its determination of *reasonable cost in relation to the present value of the dwelling, building, or structure* without consideration of the value of the land on which the structure is situated; provided, however, that costs of the preparation necessary to repair, alter, or improve a structure may be considered. Income and financial status of the owner shall not be factor in the determination of the court. The present value of the structure and the costs of repair, alteration, or improvement may be established by affidavits of real estate appraisers with a Georgia appraiser classification as provided in Chapter 39A of Title 43 of the Official Code of Georgia Annotated, qualified building contractors, or qualified building inspectors without actual testimony presented. Costs of repair, alteration, or improvement of the structure shall be the cost necessary to bring the structure into compliance with the applicable codes relevant to the cited violations in force in the county.

- (e) Review of an order of the magistrate court requiring the repair, alteration, improvement, or demolition of a dwelling, building, or structure shall be a de novo proceeding in the superior court under O.C.G.A. §§ 5-3-4 and 5-3-5.

Sec. 18.126. - Service of complaints, orders, and other filings.

- (a) Complaints issued by the director pursuant to this article shall be served at least 14 days prior to the date of the hearing. The director shall mail copies of the complaint by certified mail or statutory overnight delivery, return receipt requested, to all interested parties whose identities and addresses are reasonably ascertainable. Copies of the complaint shall also be mailed by first-class mail to the property address to the attention of the occupants of the property, if any, and shall be posted on the property within three business days of filing the complaint and at least 14 days prior to the date of the hearing.

- (b) For interested parties whose mailing address is unknown, a notice stating the date, time, and place of the hearing shall be published in the newspaper in which the advertisements of the sheriff appear in the county once a week for two consecutive weeks prior to the hearing.
- (c) A notice of lis pendens shall be filed in the office of the clerk, at the time of filing the complaint in the magistrate court. Such notice shall have the same force and effect as other lis pendens notices provided by law.
- (d) Orders and other filings made subsequent to service of the initial complaint shall be served in the manner provided in this article on any interested party who answers the complaint or appears at the hearing. Any interested party who fails to answer or appear at the hearing shall be deemed to have waived all further notice in the proceedings.

Sec. 18.127. - Failure of owners to comply.

- (a) If the owner fails to comply with an order to repair or demolish the dwelling, building, or structure, the director may cause such dwelling, building, or structure to be repaired, altered, or improved or to be vacated and closed or demolished. Such abatement action shall commence within 270 days after the expiration of time specified in the order for abatement by the owner. Any time during which such action is prohibited by a court order issued pursuant to Sec. 18.128 of this article or any other equitable relief granted by a court of competent jurisdiction shall not be counted toward the 270 days in which such abatement action must commence. The director shall cause to be posted on the main entrance of the building, dwelling, or structure a placard with the following words:

“This building is unfit for human habitation or commercial, industrial, or business use and does not comply with the applicable codes or has been ordered secured to prevent its use in connection with drug crimes or constitutes an endangerment to public health or safety as a result of unsanitary or unsafe conditions. The use or occupation of this building is prohibited and unlawful.”
- (b) If the director has the structure demolished, reasonable effort shall be made to salvage reusable materials for credit against the cost of demolition. The proceeds of any moneys received from the sale of salvaged materials shall be used or applied against the cost of the demolition and removal of the structure, and proper records shall be kept showing application of sales proceeds. Any such sale of salvaged materials may be made without the necessity of public advertisement and bid. The director and board are relieved of any and all liability resulting from or occasioned by the sale of any such salvaged materials, including, without limitation, defects in such salvaged materials.
- (c) The amount of the cost of demolition, including all court costs, appraisal fees, administrative costs incurred by the tax commissioner, and all other costs necessarily associated with the abatement action, including restoration to grade of the real property

after demolition, shall be a lien against the real property upon which such cost was incurred.

Sec. 18.128. - Injunctions against order to repair, close, or demolish unfit buildings or structures.

Any person affected by an order issued by the director may petition to the superior court for an injunction restraining the director from carrying out the provisions of the order and the superior court may, upon such petition, issue a temporary injunction restraining the director pending the final disposition of the cause; provided, however, that such person shall present such petition to the superior court within 15 days of the posting and service of the order of the director. De novo hearings shall be had by the superior court on petitions within 20 days. The superior court shall hear and determine the issues raised and shall enter such final order or decree as law and justice may require; provided, however, that it shall not be necessary to file bond in any amount before obtaining a temporary injunction under this section.

Sec. 18.129. - Lien.

- (a) The lien provided for in subsection (c) of Sec. 18.127 of this article shall attach to the real property upon the filing of a certified copy of the order requiring repair, closure, or demolition in the office of the clerk and shall relate back to the date of the filing of the lis pendens notice required under subsection (c) of Sec. 18.126 of this article. The clerk shall record and index such certified copy of the order in the deed records of the county and enter the lien on the general execution docket. The lien shall be superior to all other liens on the property, except liens for taxes to which the lien shall be inferior, and shall continue in force until paid.
- (b) Upon final determination of costs, fees, and expenses incurred in accordance with this article, the director shall transmit to the tax commissioner a statement of the total amount due and secured by said lien, together with copies of all notices provided to interested parties. The statement of the director shall be transmitted within 90 days of completion of the repairs, demolition, or closure. It shall be the duty of the tax commissioner to collect the amount of the lien using all methods available for collecting real property ad valorem taxes, including specifically Chapter 4 of Title 48 of the Official Code of Georgia Annotated; provided, however, that the limitation of O.C.G.A. § 48-4-78 which requires 12 months of delinquency before commencing a tax foreclosure shall not apply. The tax commissioner shall remit the amount collected to the board.
- (c) Enforcement of liens pursuant to this section may be initiated at any time following receipt by the tax commissioner of the final determination of costs in accordance with this article. The unpaid lien amount shall bear interest and penalties from and after the date of final determination of costs in the same amount as applicable to interest and penalties on unpaid real property ad valorem taxes. An enforcement proceeding

pursuant to O.C.G.A. § 48-4-78 for delinquent ad valorem taxes may include all amounts due under this article.

- (d) The redemption amount in any enforcement proceeding pursuant to this section shall be the full amount of the costs as finally determined in accordance with this section together with interest, penalties, and costs incurred by the board or tax commissioner in the enforcement of such lien. Redemption of property from the lien may be made in accordance with the provisions of O.C.G.A. §§ 48-4-80 and 48-4-81.
- (e) The board may waive and release any such lien imposed on property upon the owner of such property entering into a contract with the county agreeing to a timetable for rehabilitation of the real property or the dwelling, building, or structure on the property and demonstrating the financial means to accomplish such rehabilitation.

Sec. 18.130. - Taking by eminent domain; police power.

Nothing in this article shall be construed as preventing the owner or owners of any property from receiving just compensation for the taking of such property by the power of eminent domain under the laws of the state of Georgia nor as permitting any property to be condemned or destroyed except in accordance with the police power of the state of Georgia.

Sec. 18.131. - Authority to use revenues, grants, and donations.

The board is authorized to make such appropriations from its revenues as it may deem necessary and may accept and apply grants or donations to assist it in carrying out the provisions of this article.

Sec. 18.132. - Construction of article.

- (a) Nothing in this article shall be construed to abrogate or impair the powers of the courts or of any department of the county to enforce any provisions of its local enabling act or its ordinances or regulations nor to prevent or punish violations thereof. The powers conferred by this article shall be in addition to and supplemental to the powers conferred by any other law.
- (b) In addition to the procedures and remedies in this article, the director may issue citations for violations of state minimum standard codes, optional building, fire, life safety, and other codes adopted by ordinance, and conditions creating a public health hazard or general nuisance, and seek to enforce such citations in a court of competent jurisdiction prior to issuing a complaint in rem as provided in this article.
- (c) Nothing in this article shall be construed to impair or limit in any way the power of the county to define and declare nuisances and to cause their removal or abatement by summary proceedings or otherwise.

Sec. 18.133. - Prior ordinances.

Ordinances relating to the subject matter of this article adopted prior to the date of the enactment of this article shall remain in force and effect.

3. All ordinances and resolutions and parts of ordinances and resolutions in conflict with this ordinance are hereby repealed.

IN WITNESS WHEREOF, this ordinance, having been introduced by the Board of Commissioners of Putnam County, Georgia, on the _____ day of _____, _____, and having been heard upon prior notice by the Board of Commissioners of Putnam County, Georgia, on the _____ day of _____, _____, is approved and adopted by the Board of Commissioners of Putnam County, Georgia, on this _____ day of _____, _____.

Bill Sharp, Chairman

Attest: _____
Lynn Butterworth, County Clerk

File Attachments for Item:

10. Consent Agenda

- a. Approval of Minutes - May 2, 2025 Regular Business Meeting (staff-CC)
- b. Approval of Minutes - May 2, 2025 Executive Session (staff-CC)
- c. Approval of Minutes - May 13, 2025 Called Meeting (staff-CC)
- d. Approval of Minutes - May 13, 2025 Executive Session (staff-CC)
- e. Authorization for Chairman to sign GDOT FTA 5311 FY2026 Operating, Small and Large Capital, and Mobility Management Contract (Project Number-T008349) (staff-Transit)

PUTNAM COUNTY BOARD OF COMMISSIONERS



117 Putnam Drive, Suite A ♦ Eatonton, GA 31024

Minutes

Friday, May 2, 2025 ♦ 10:00 AM

Putnam County Administration Building – Room 203

The Putnam County Board of Commissioners met on Friday, May 2, 2025 at approximately 10:00 AM in the Putnam County Administration Building, 117 Putnam Drive, Room 203, Eatonton, Georgia.

PRESENT

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

STAFF PRESENT

County Attorney Simon Williams
County Manager Paul Van Haute
County Clerk Lynn Butterworth

STAFF ABSENT

Deputy County Clerk Mercy Fluker

Opening

1. Welcome - Call to Order

Chairman Sharp called the meeting to order at approximately 10:01 a.m.
(Copy of agenda made a part of the minutes on minute book page _____.)

2. Approval of Agenda

Motion to approve the Agenda.

Motion made by Commissioner Garrett, Seconded by Commissioner Hersey.

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

3. Invocation

Pastor Brandon Walton, Bible Fellowship Church, gave the invocation.

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4. Pledge of Allegiance (JW)
Commissioner Wooten led the Pledge of Allegiance.

Regular Business Meeting

Chairman Sharp announced that the Association County Commissioners of Georgia (ACCG), in conjunction with the Georgia County Clerks' Association (GCCA), recently honored Putnam County Clerk Lynn Butterworth with the 2025 Clerk of the Year Award.

5. Public Comments
The following individuals commented on the need for additional dedicated pickleball courts:
Ms. Judy Sanders
Ms. Ellen Littleton
Mr. Harold Young
Ms. Tracy Abar
Mr. David Field

The following individuals commented on the commercial development adjacent to Thunder Valley:
Ms. Renee Burgdorf, President of the Thunder Valley Owners Association, distributed a handout and commented on the impact it will have on the neighborhood and that current plans violate 1995 minutes.
Mr. Tom Parham commented that the commissioners need to make sure the code is enforced.
Ms. Lisa Peterson commented on the increased danger to walkers and that commercial property should have no access to neighborhood roads.
Ms. Connie Johnson commented that the planned retention pond at 102 Thunder Road will be an eyesore.
Ms. Sherry Donovan distributed a brochure and commented that the commercial development will create increased light and noise pollution.
Mr. Harold Jones passed.

Ms. Barbara Vargo thanked the commissioners for paving Quesenberry Road.
Mr. William Vargo commented that he is not in favor of a tax abatement for the Goodwill project and that he is not for or against pickleball but would rather see a motor sports park.

6. Consent Agenda
 a. Approval of Minutes - April 15, 2025 Regular Business Meeting (staff-CC)
 b. Approval of Minutes - April 25, 2025 Called Meeting (staff-CC)
Commissioner Hersey requested to remove item b (April 25, 2025 Called Meeting Minutes) from the consent agenda and handle separately.
Motion to approve consent agenda item a (April 15, 2025 Regular Business Meeting Minutes).
Motion made by Commissioner Hersey, Seconded by Commissioner Garrett.

Motion amended to add language to the April 15, 2025 Regular Business Meeting Minutes as follows (before "Commissioner McElhenney called for the question"): "Staff confirmed that it would not be possible - within the county's R-2 development standards - to build

more than three residences on this property. Property owners are free to develop their land within the terms of the applicable zoning."

Amended motion made by Commissioner Garrett, Seconded by Commissioner McElhenney.

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

Vote on original motion as amended:

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

Motion to approve consent agenda item b (April 25, 2025 Called Meeting Minutes).

Motion made by Commissioner McElhenney, Seconded by Commissioner Hersey.

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

7. Land Use Assessment Presentation - George Kelecheck

Mr. George Kelecheck showed a video by Urban3 entitled *Suburbia is Subsidized: Here's the Math* which highlighted the advantages of "walkable neighborhoods." He also discussed and provided some handouts regarding smart planning and advised that the county should slow down and invest money in assessments (like the ones from Urban3) to get things right in our ordinances. No action was taken.

(Copy of handouts made a part of the minutes on minute book pages _____ to _____.)

8. Approval of FY 2025 Budget Amendment #1 (staff-Finance)

Assistant Finance Director Fricks reviewed the budget amendment.

Motion to approve FY 2025 Budget Amendment #1.

Motion made by Commissioner Garrett, Seconded by Commissioner McElhenney.

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

(Copy of amendment made a part of the minutes on minute book page _____.)

9. Approval of Vehicles Proposed for Surplus (staff-CM)

County Manager Van Haute reviewed the list of vehicles from Sheriff Sills.

Motion to approve the lists of vehicles proposed for surplus.

Motion made by Commissioner McElhenney, Seconded by Commissioner Wooten.

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

(Copy of list made a part of the minutes on minute book page _____.)

Reports/Announcements

10. County Manager Report

County Manager Van Haute added his congratulations to County Clerk Butterworth for being named Clerk of the Year and invited the Fire Chief to the podium for an announcement.

Fire Chief McClain announced Putnam County's new ISO rating as going from a five (5) to a four (4) and that it takes effect August 1, 2025.

11. County Attorney Report

No report.

12. Commissioner Announcements

Commissioner McElhenney: recently attended ACCG conference in Savannah and had many conversations with commissioners from all over the state; after hearing from those other commissioners, Putnam County is in great shape; expressed appreciation for the work of the county employees.

Commissioner Garrett: echoed the comments of Commissioner McElhenney and offered his congratulations to County Clerk Butterworth; thanked the public for attending the meeting and all their comments.

Commissioner Hersey: none

Commissioner Wooten: congratulated County Clerk Butterworth and thanked Commissioners McElhenney and Garrett for getting things done and that they are a pleasure to work with.

Chairman Sharp: congratulated County Clerk Butterworth and advised that at the ACCG conference he learned there were 536 cities in the state of Georgia; he also thanked the commissioners who attended the ACCG conference.

Executive Session

13. Enter Executive Session as allowed by O.C.G.A. 50-14-4 for Personnel, Litigation, or Real Estate

Motion to enter Executive Session as allowed by O.C.G.A. 50-14-4 for Real Estate.

Motion made by Commissioner McElhenney, Seconded by Commissioner Garrett.

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

Meeting closed at approximately 11:30 a.m.

14. Reopen meeting following Executive Session

Motion to reopen the meeting.

Motion made by Commissioner Wooten, Seconded by Commissioner Garrett.

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

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Meeting reconvened at approximately 12:05 p.m.

15. Authorize Chairman to sign Affidavit concerning the subject matter of the closed portion of the meeting

Motion to authorize the Chairman to sign the Affidavit concerning the subject matter of the closed portion of the meeting.

Motion made by Commissioner McElhenney, Seconded by Commissioner Wooten.

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

(Copy of affidavit made a part of the minutes on minute book page _____.)

16. Action, if any, resulting from the Executive Session
No final action was taken.

Closing

17. Adjournment

Motion to adjourn the meeting.

Motion made by Commissioner McElhenney, Seconded by Commissioner Garrett.

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

Meeting adjourned at approximately 12:07 p.m.

ATTEST:

Lynn Butterworth
County Clerk

B. W. “Bill” Sharp
Chairman

PUTNAM COUNTY BOARD OF COMMISSIONERS



Office of the County Clerk

117 Putnam Drive, Suite A ♦ Eatonton, GA 31024

706-485-5826 (main office) ♦ 706-485-1877 (direct line) ♦ 706-923-2345 (fax)

lbutterworth@putnamcountyga.us ♦ www.putnamcountyga.us

The draft minutes of the May 2, 2025 Executive Session are available for Commissioner review in the Clerk's office.

PUTNAM COUNTY BOARD OF COMMISSIONERS



117 Putnam Drive, Suite A ♦ Eatonton, GA 31024

Called Meeting Minutes

Tuesday, May 13, 2025 ♦ 12:00 PM

Putnam County Administration Building – Room 204

The Putnam County Board of Commissioners met for a called meeting on Tuesday, May 13, 2025 at approximately 12:00 PM in the Putnam County Administration Building, 117 Putnam Drive, Room 204, Eatonton, Georgia.

PRESENT

Chairman Bill Sharp
Commissioner Richard Garrett (arrived late)
Commissioner Steve Hersey
Commissioner Jeff Wooten

ABSENT

Commissioner Tom McElhenney

STAFF PRESENT

County Attorney Adam Nelson
County Attorney Intern Kathleen Walden
County Manager Paul Van Haute
County Clerk Lynn Butterworth
Deputy County Clerk Mercy Fluker

Opening

1. Call to Order

Chairman Sharp called the meeting to order at approximately 12:00 p.m.
(Copy of agenda made a part of the minutes on minute book page _____.)

Executive Session

2. Enter Executive Session as allowed by O.C.G.A. 50-14-4 for Personnel, Litigation, or Real Estate

Motion to enter Executive Session as allowed by O.C.G.A. 50-14-4 for Real Estate.

Motion made by Commissioner Wooten, Seconded by Commissioner Hersey.

Voting Yea: Commissioner Hersey, Commissioner Wooten, Chairman Sharp.

Meeting closed at approximately 12:02 p.m.

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3. Reopen meeting following Executive Session
Motion to reopen the meeting following Executive Session.
Motion made by Commissioner Garrett, Seconded by Commissioner Wooten.
Voting Yea: Commissioner Garrett, Commissioner Hersey, Commissioner Wooten.

Meeting reconvened at approximately 1:21 p.m.

4. Authorize Chairman to sign Affidavit concerning the subject matter of the closed portion of the meeting
Motion to authorize the Chairman to sign the Affidavit concerning the subject matter of the closed portion of the meeting.
Motion made by Commissioner Wooten, Seconded by Commissioner Hersey.
Voting Yea: Commissioner Garrett, Commissioner Hersey, Commissioner Wooten.
(Copy of affidavit made a part of the minutes on minute book page _____.)

5. Action, if any, resulting from the Executive Session
County Attorney Nelson advised that one real estate matter was discussed with no action taken.

Closing

6. Adjournment
Motion to adjourn the meeting.
Motion made by Commissioner Wooten, Seconded by Commissioner Hersey.
Voting Yea: Commissioner Garrett, Commissioner Hersey, Commissioner Wooten.

Meeting adjourned at approximately 1:23 p.m.

ATTEST:

Lynn Butterworth
County Clerk

B. W. “Bill” Sharp
Chairman

PUTNAM COUNTY BOARD OF COMMISSIONERS



Office of the County Clerk

117 Putnam Drive, Suite A ♦ Eatonton, GA 31024

706-485-5826 (main office) ♦ 706-485-1877 (direct line) ♦ 706-923-2345 (fax)

lbutterworth@putnamcountyga.us ♦ www.putnamcountyga.us

The draft minutes of the May 13, 2025 Executive Session are available for Commissioner review in the Clerk's office.



Russell R. McMurry, P.E., Commissioner
One Georgia Center
600 West Peachtree NW
Atlanta, GA 30308
(404) 631-1990 Main Office

May 13, 2025

Bill Sharp, Chairman
Putnam County Board of Commissioners
117 Putnam Drive, Suite A
Eatonton, GA 31024

In Re: FTA 5311 – FY2026 Operating, Small and Large Capital, and Mobility Management
Project Number – T008349
Contract Amount - \$186,506.00

Dear Chairman Sharp:

Enclosed for execution by Putnam County Board of Commissioners is an electronic contract for FY2026 to assist with the operation of your public transit system under the FTA's 5311 Rural Assistance Program. The project contains 50% federal operating funds in the amount of \$186,506.00 and a local match of 50% in the amount of \$186,506.00.

Instructions on how to complete the electronic contract have been attached for your convenience. Please refer to these instructions as needed to complete the electronic process.

After the contract has been fully executed, the Department will issue an electronic notification indicating the contract process has been completed along with a copy of the executed contract. The contract is not valid until your agency receives a written "Notice to Proceed" from GDOT's Intermodal office. *Putnam County Board of Commissioners must comply with all applicable FTA regulations, policies, procedures and directives, specifically FTA Circular 4220.1G as it relates to third-party contracting and procurement.*

If you have further questions, please do not hesitate to contact your District PTS/Planner Robin Walker, at 404-631-1790 or rwalker@dot.ga.gov.

Sincerely,

A handwritten signature in blue ink that reads "Patricia Smith". The signature is written in a cursive, flowing style.

Patricia Smith
Transit Program Manager

PS:LC
Enclosures

ELECTRONIC CONTRACT PROCESSING INSTRUCTIONS

Transit Program Subrecipient Contracts

Step 1

The Department will send via email the electronic contract to [Reviewer #1] for review. Once [Reviewer #1] has reviewed the document, the contract will automatically forward to the Chairperson, Mayor, Executive Director, Sole Commissioner, or City Manager's office for signature & county/city seal. Once the authorized official's signature & seal has been loaded onto the pages, the system will prompt to select **"adopt and sign"** then **"finish"**. The system will automatically send the contract to the designated witness for signature.

Step 2

Once the designated witness has signed, the system will then automatically send the contract to the Notary to upload his/her signature and notary seal to complete the agreement. The signature and seal will have to be on a single line. **NOTE:** To save the signature and seal, take a white sheet of paper, sign it and affix the seal adjacent to the signature. Scan the signature and seal and save to the desktop or take a picture of the signature and seal using a cell phone camera and send to email to save on desktop. **The County/City "Seal" is required on this document.**

NOTE: PLEASE REMEMBER TO CROP SIGNATURE WITH SEAL

Step 3

Next, the system will give an option to **"upload"** the signature and the county/city "Seal." The signature and county/city seal have to be uploaded together, as one document, and will need to be in a **.jpeg** or **.bmp** format. **A .pdf format is not acceptable.** Once the signature and seal have been uploaded successfully, the system will prompt to select **"adopt and sign"** then **"finish."**

To assist you further, there is also an instructional video on how to upload the County/City Seal. Please use this link to view: <http://www.dot.ga.gov/GDOT/Pages/ElectronicContractsTraining.aspx>

Scroll down to Guides Resources, Electronic Contracts and click on plus (+). Click on "See Guide Resources" and you should be able to view the Electronic Contracts User Training Guides and Videos.

Step 4

Once the signatures and seals have been successfully uploaded, the contract will be electronically returned to GDOT to complete the execution process.

If there are any questions or if clarification is needed, please call our office BEFORE selecting "Adopt and Sign." There is a "Cancel" button to select that will allow the contract to be saved for later. Selecting "Adopt and Sign" before the signature and seal is attached will cause the contract to be "rejected" and the entire electronic contract signing process will have to be started again from the beginning.

AGREEMENT
FOR
SECTION 5311- TRANSIT OPERATING, SMALL AND LARGE CAPITAL, AND
MOBILITY MANAGEMENT
BETWEEN
GEORGIA DEPARTMENT OF TRANSPORTATION
AND
PUTNAM COUNTY BOARD OF COMMISSIONERS

PROJECT ID NUMBER: T008349

THIS AGREEMENT is made and entered into on _____ (the “Effective Date”) by and between the GEORGIA DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, hereinafter called the "DEPARTMENT", and PUTNAM COUNTY BOARD OF COMMISSIONERS, hereinafter called the "SPONSOR" (the “Agreement”).

WHEREAS, 49 U.S.C. Section 5311, provides for transit operating, planning, and capital assistance for public transportation services to non-urbanized areas in the state of Georgia (the “State”); and

WHEREAS, in a letter to the Federal Transit Administration ("FTA"), and the Federal Highway Administration, ("FHWA"), dated January 24, 1979, the Governor designated the DEPARTMENT as the recipient agency for Section 5311 funding; and

WHEREAS, Section 5311 funding is subject to the contractual provisions set forth under FTA Circular 9040.1H, FTA Circular 4220.1G, unless superseded by 2 CFR Part 200, and certain Standard Terms & Conditions required by USDOT, whether or not expressly stated in these contract provisions; and

WHEREAS, the SPONSOR has stated that transit financial assistance is needed for transportation services in its non-urbanized area, and it would, therefore, perform certain duties and provide resources in order to receive said Section 5311 Funds of the Federal Transit Act (“PROJECT”); and

WHEREAS, in reliance on said SPONSOR, the DEPARTMENT has applied to FTA for said Section 5311 funds, and in so doing states that the required duties would be discharged pursuant to a written contract between the parties; and

WHEREAS, the funding amount awarded to SPONSOR by DEPARTMENT is set forth herein in EXHIBIT A—PROJECT SUMMARY; and

WHEREAS, under Sections 32-9-1 and 32-9-2 of the Official Code of Georgia Annotated (“O.C.G.A.”), the DEPARTMENT is authorized to participate in such an undertaking;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants made, it is agreed by and between the DEPARTMENT and the SPONSOR that:

ARTICLE I SCOPE AND PROCEDURE

Grants made under this Agreement are for the purpose of (A) Operating Assistance and/or (B) Capital Projects as specified in this Agreement and more specifically, as set forth in Exhibit A of this Agreement, and as requested by the SPONSOR's FY2026 - Section 5311 REQUEST FOR FUNDING, on file at the DEPARTMENT and incorporated by reference as if fully set out herein. The terms "Operating Assistance," "Capital Projects," "Mobility Management" Activities and "Capital Expenditures" shall have the meanings set forth in the FTA Circular 9040.1H.

A. Operating Assistance

- (a) This Agreement covers the obligations of the DEPARTMENT and the SPONSOR in connection with the FTA'S granting Section 5311 funds to the DEPARTMENT for operating assistance for public transportation in the Putnam County area. SPONSOR is responsible for carrying out the PROJECT, as set forth more fully in the Agreement and as set forth in the current Master Agreement between the DEPARTMENT and FTA. The SPONSOR agrees to comply with all the terms and conditions required by FTA.
- (b) The SPONSOR shall use the funds provided by the DEPARTMENT to operate a public transportation service in the of Putnam County area and the SPONSOR agrees to provide from local funding sources, excluding all available federal funds, funds to pay its local matching share of the cost of operating a public transportation service for the period of this Agreement.
- (c) The SPONSOR agrees that it, or any operator of public transportation on its behalf, will not engage in school bus operations, exclusively for the transportation of students or school personnel, in competition with private school bus operators, except as provided under Section 3(g) of the Federal Transit Act, and published in FTA regulations on school bus operations.
- (d) The SPONSOR agrees that it, or any operator of public transportation acting on its behalf, will not engage in charter bus operations outside the area within which it provides regularly scheduled public transportation services, except as provided under Section 3(f) of the Federal Transit Act, and published in FTA regulations on charter bus operations.
- (e) The SPONSOR and any mass transportation operator under it will conform to the reporting system in FEDERAL ACQUISITION REGULATIONS, SUBPART 31.6.

- (f) The SPONSOR will make all purchases of goods and services under this Agreement through FTA’s Third-Party Contracting Requirements as set forth in FTA Circular 4220.1G.
- (g) The SPONSOR shall prohibit its employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain, for themselves or others, particularly, those with whom they have family, business, or other ties.
- (h) The SPONSOR shall comply with all relevant Federal and State laws and regulations relating to the Section 5311 Program, as well as those regulations and requirements included in the Federal Office of Management and Budget Uniform Grant Guidance, 2 CFR Part 200, and any applicable provisions of the Hatch Act.
- (i) The SPONSOR shall keep accurate records in a manner approved by the DEPARTMENT, and shall submit to the DEPARTMENT, upon request, such information as is required in order to assure compliance.

B. Capital Expenditures

(a) Acquisition of Vehicles and Equipment

(1) Pursuant to the terms of this Agreement, the DEPARTMENT shall acquire through its procurement process for the SPONSOR the following item(s):

VEHICLES

Quantity	Description
0	Description

(2) Upon acquisition of the vehicle listed in paragraph (a) (1) above; the DEPARTMENT shall transfer title ownership in said vehicle to the SPONSOR. The DEPARTMENT shall place a lien and hold physical possession of all vehicle titles.

(3) The DEPARTMENT shall participate in the purchase of small capital items or service by the SPONSOR of:

SMALL CAPITAL ITEMS/PLANNING/MOBILITY MANAGEMENT

Quantity	Description
0	Description

(4) Prior to the purchase of any small capital items or services the SPONSOR shall obtain prior approval from the DEPARTMENT for the amount and items/service purchased.

- i. The SPONSOR shall accept and retain ownership in lieu of title to said PROJECT and shall provide from local funding sources excluding all available federal funds, funds to pay its share of the PROJECT cost. The SPONSOR shall show the DEPARTMENT as first lienholder on the Title of Certificate for the duration of the life of any rolling stock or support vehicle.
- ii. During the period of contract performance, the SPONSOR shall use the PROJECT rolling stock, support vehicle, goods, and/or service for the provisions of mass transportation service in the SPONSOR area. The mass transportation system under the terms of this Agreement shall be operated by the SPONSOR and shall serve area-wide transportation needs. The SPONSOR shall have full responsibility for the day-to-day management and operation of the system. The SPONSOR agrees to be responsible for all operating costs of the system.
- iii. During the period of contract performance, the SPONSOR shall keep accurate records, in a manner approved by the DEPARTMENT, with regard to the use of the PROJECT rolling stock; and shall submit to the DEPARTMENT, upon request, such information as is required in order to assure compliance with this Article; and shall immediately notify the DEPARTMENT in all cases where PROJECT rolling stock is used in a manner or for a purpose other than mass transportation.
- iv. During the period of contract performance, the SPONSOR shall maintain the PROJECT rolling stock, support vehicle, and goods at a level of cleanliness, safety and mechanical soundness as determined by the SPONSOR and approved by the DEPARTMENT. The DEPARTMENT and the FTA shall have the right to conduct periodic inspections for the purpose of confirming proper maintenance pursuant to this Article.
- v. The SPONSOR shall maintain, in an amount and form approved by the DEPARTMENT, such comprehensive and collision insurance or self-insurance as will be adequate to replace or repair PROJECT equipment throughout the PROJECT equipment's useful life.
- vi. If at any time during the duration of the PROJECT equipment's useful life, it is determined by the DEPARTMENT that said PROJECT equipment is not being used or maintained in accordance with the terms of this Agreement or the SPONSOR is not keeping records as specified in paragraph B, subsection (iii) above of this Article, then the DEPARTMENT, at its discretion, shall require the SPONSOR to either remit ownership of the equipment to the DEPARTMENT or shall remit to the DEPARTMENT ninety percent (90%) of the fair market

value, if any, of such property. For the purpose of this Article, the fair market value shall be deemed to be the value of the property as determined by an appraisal, approved by the DEPARTMENT, conducted as soon after such misuse or withdrawal occurs or the actual proceeds from the public sale of such property, whichever is approved by the DEPARTMENT and FTA. The DEPARTMENT reserves the right to transfer ownership of the surrendered PROJECT equipment to another transportation service provider. Upon disposition of said property or properties by transfer, sale, or as otherwise directed by the DEPARTMENT in accordance with the procedures of the DEPARTMENT, the SPONSOR forfeits any invested interest in lieu of the costs of such disposition. Under no circumstances will the property be disposed of without the specific written consent of the DEPARTMENT.

- vii. The SPONSOR shall be required to utilize scheduling and dispatching software procured and provided by the DEPARTMENT for the purpose of fulfilling National Transit Database (NTD) Reporting requirements.
- viii. The SPONSOR shall not permit the use of the PROJECT equipment for political purposes.
- ix. The SPONSOR shall not alter, modify or remove from the PROJECT equipment any part, component, or accessory without written consent from the DEPARTMENT.
- x. The SPONSOR will concur with the DEPARTMENT'S Transit Asset Management Group Plan (TAM) in order to keep transit assets in a state of good repair.

ARTICLE II

COVENANT AGAINST CONTINGENT FEES

The SPONSOR shall comply with all relevant Federal, State, and local laws. The SPONSOR warrants it has not employed or retained any company or person, other than a bona fide employee working solely for the SPONSOR to solicit or secure this Agreement, and it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the SPONSOR, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the DEPARTMENT shall have the right to annul this Agreement without liability or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

ARTICLE III

EMPLOYMENT OF DEPARTMENT'S PERSONNEL

The SPONSOR shall not employ any person or persons in the employ of the DEPARTMENT for any work required by the terms of this Agreement, without the written permission of the DEPARTMENT except as may otherwise be provided for herein.

ARTICLE IV

CODE OF ETHICS

No member, officer, or employee of the SPONSOR during their tenure or one year thereafter shall have any interest, direct or indirect in this Agreement or the proceeds thereof. The SPONSOR agrees to maintain a written code or standards of conduct that shall govern the actions of its officers, employees, board members, or agents engaged in the award or administration of third-party contracts, sub-agreements, or leases financed with Federal and/or State assistance.

ARTICLE V

REVIEW OF WORK

Authorized representatives of the DEPARTMENT and Federal Government may during normal office hours review and inspect the PROJECT activities, data collected, and financial records of the SPONSOR pertaining to the PROJECT, this Agreement, and any amendment thereto.

A. Inspection of Fleet, Equipment, and Transit-related property(ies).

Authorized representatives of the DEPARTMENT, the Inspector General of the United States, and the Secretary of Transportation may at all reasonable times inspect all fleet, equipment, and transit-related properties purchased by the SPONSOR as part of the PROJECT, all transportation services rendered by the SPONSOR by the use of such fleet, and all relevant PROJECT data and records.

B. Inspection of Books, Records, and Accounts

The SPONSOR agrees to provide sufficient access to FTA and the DEPARTMENT to inspect and audit records and information related to performance of this Agreement as reasonably may be required. The SPONSOR shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred by the SPONSOR in operating the SPONSOR's Public Transportation Services and acquisition of Capital items and acquisition of Capital items shall *make* such material available at all reasonable times during the period of this Agreement, and for *three* (3) years from the date of the final payment under this Agreement, for the inspection by the

DEPARTMENT and FTA, and copies shall *be* furnished if requested within the period of time set by the DEPARTMENT.

ARTICLE VI

AUTHORIZATION AND APPROVAL

Time is of the essence in this Agreement and the SPONSOR shall perform its responsibilities to the PROJECT in accordance with this Agreement. It is understood and agreed by the parties to this Agreement, the SPONSOR shall satisfy the terms of this Agreement for operating assistance commencing upon the beginning of the operating period and continuing until the end of the operating period as denoted on the **EXHIBIT A-** Section 1. The Capital Improvements and the purchase of improvements or services provided under the terms of this Agreement shall be completed as defined in the **EXHIBIT A-** Section 2, Section 3, and Section 4. The work shall be carried on expeditiously and in general accordance with the scope and procedure with recognition that unforeseen events may make necessary some minor variations. It is understood and agreed this Agreement is contingent upon FTA approval of the funding assistance and distribution as described in **EXHIBIT A-PROJECT SUMMARY** for this project and that any payment to the SPONSOR by the DEPARTMENT will be made subject provisions set forth in ARTICLE VIII (Compensation).

ARTICLE VII

RESPONSIBILITY FOR CLAIMS AND LIABILITY

To the extent permitted by law, the SPONSOR and its sub-recipients shall be responsible for any and all damages to property or persons and shall indemnify and save harmless the DEPARTMENT, its officers, agents, and employees, from all suits, claims, actions, or damages of any nature whatsoever resulting from the negligence of the SPONSOR and its sub-recipients in the performance of work under this Agreement. Further, the SPONSOR and its sub-recipient agree to indemnify and hold harmless the DEPARTMENT from suits, claims, actions, or damages of any nature whatsoever by any person, firm, corporation, or governmental body resulting from any defective equipment or material purchased by the SPONSOR and its sub-recipients under this Agreement or from the installation and operation thereof or from operation of equipment and materials already owned by the SPONSOR and its sub-recipients. These indemnities shall not be limited by reason of any insurance coverage held by the SPONSOR or the SPONSOR 's subrecipients.

ARTICLE VIII COMPENSATION

A. Operating Assistance

- (a) It is understood and agreed that the total estimated eligible net Operating Assistance is the difference between eligible operating expenses and eligible revenues, as defined in FTA Circular 9040.1G for the provision of operating assistance as shown, if any, in EXHIBIT A– Section 1, as attached hereto and made a part of this Agreement as if fully set out herein, is THREE HUNDRED SEVENTY-THREE THOUSAND TWELVE and 00/100 Dollars (\$373,012.00) For the purposes of the DEPARTMENT'S participation in the costs by the SPONSOR, it is agreed that the DEPARTMENT'S maximum obligation for the SPONSOR'S operating assistance program shall be ONE HUNDRED EIGHTY-SIX THOUSAND FIVE HUNDRED SIX and 00/100 Dollars (\$186,506.00), which includes the administrative and operating costs, as established in EXHIBIT A– Section 1.
- (b) If the total estimated eligible net project cost of the SPONSOR'S public transportation service for the operating period beginning **July 1, 2025 and ending June 30, 2026** (“Operating Assistance Period”), as reflected in the final audit, is less than THREE HUNDRED SEVENTY-THREE THOUSAND TWELVE and 00/100 Dollars (\$373,012.00) then the DEPARTMENT shall be required to pay only fifty percent (50%) of the total incurred direct administrative and operating costs.
- (c) It is further understood and agreed that any line item shown in EXHIBIT A -Project Summary may be increased or decreased without the execution of a Supplemental Agreement, provided that the DEPARTMENT'S total maximum obligation under this agreement is not changed, if said change is requested in writing by the SPONSOR and approved in writing by the DEPARTMENT.

B. Capital Acquisitions

- (a) It is understood and agreed that the total estimated eligible net Capital project cost is ZERO and 00/100 Dollars (\$0.00), as shown, if any, in EXHIBIT A–Section 2 and EXHIBIT A-Section 3, which is attached and incorporated as if fully set out herein. It is further understood the SPONSOR’s local share of the project is ZERO and 00/100 Dollars (\$0.00). The DEPARTMENT'S participation in the acquisition cost of said improvements shall be ZERO and 00/100 Dollars (\$0.00) which includes the funding provided by FTA which is eighty percent (80%) of the total estimated cost of the PROJECT and funding provided directly by the DEPARTMENT, which is ten percent (10%). The DEPARTMENT shall be responsible for the purchase of or participate in the purchase of said improvements.
- (b) The period of performance for eligible capital projects (VEHICLES ONLY) will begin **July 1, 2025 and end June 30, 2027** (the “Capital Expenditures Period”).

- (c) The period of performance for eligible capital projects (SMALL CAPITAL ONLY) will begin **July 1, 2025 and end June 30, 2026** (the “Capital Projects Period”).

C. Mobility Management Activities

- (a) It is understood and agreed that the total eligible net for the SPONSOR’s Transit mobility management activities is ZERO and 00/100 Dollars (\$0.00), as shown in EXHIBIT A-Section 4. The DEPARTMENT’S maximum participation in Transit mobility management activities costs is ZERO and 00/100 Dollars (\$0.00) comprised of FTA funding in the amount of eighty percent (80%) of the estimated Transit mobility management portion of the PROJECT cost, and DEPARTMENT funding not to exceed ten percent (10%) of the estimated Transit mobility management portion of the PROJECT cost.
- (b) If the SPONSOR’s actual Transit mobility management activities cost is less than ZERO and 00/100 Dollars (\$0.00). The DEPARTMENT shall be obligated to pay only ninety percent (90%) of the actual cost. The period of performance for eligible mobility management projects will begin **July 1, 2025 and end June 30, 2026** (“Mobility Management Activities Period”).

D. Departmental Obligations

The DEPARTMENT’S maximum obligation, \$186,506.00, as set forth above, is funded by the FTA and the State. No entity of the State other than the DEPARTMENT has any obligations to the SPONSOR related to this project. This Agreement does not obligate the DEPARTMENT to make any payment to the SPONSOR from any funds other than those made available to the DEPARTMENT from the FTA. The obligation of the DEPARTMENT to pay or reimburse the SPONSOR is expressly limited to the amount of funds remitted to the DEPARTMENT by the FTA. Payments of invoices will be contingent upon the receipt of funds from the FTA, and therefore the DEPARTMENT does not make any commitment to the SPONSOR as to the timing of when payment to the SPONSOR will be made. In the event the funds made available to the DEPARTMENT by the FTA are insufficient for the PROJECT, the DEPARTMENT’s payment obligations shall not exceed the availability of such FTA funds, and the DEPARTMENT shall have the right at its sole discretion to terminate this Agreement immediately upon notice to the SPONSOR without further obligation of the DEPARTMENT.

ARTICLE IX

SUBSTANTIAL CHANGES

If, prior to the satisfactory completion of the PROJECT under this Agreement, the SPONSOR wishes to alter the scope, character, complexity or duration of the PROJECT from those provisions required under the Agreement, SPONSOR shall provide prior notice to the DEPARTMENT and request an amendment to the Agreement by a Supplemental Agreement from the DEPARTMENT, which will not be effective unless executed by the parties. Minor changes in the work which do not involve increased compensation, extensions of time or changes in the goals and objectives of the work may be made by written notification of such change by either the DEPARTMENT or the SPONSOR with prior written approval by the other party.

ARTICLE X

PAYMENTS

A. PARTIAL PAYMENT

The SPONSOR shall submit to the DEPARTMENT monthly invoices of the Operating Assistance, Capital Projects, Mobility Management Activities and Capital Expenditures costs applicable to this Agreement incurred during the period of this Agreement and submit to the DEPARTMENT itemized invoices stating, in reasonable detail, the actual expenses incurred by the SPONSOR on the PROJECT for the invoice period as well as a specific designation and certification of receipt of the item or items purchased as listed in ARTICLE I. Upon the basis of its review and approval of such invoices, the DEPARTMENT will, at the request of the SPONSOR, make payment to the SPONSOR pursuant to this ARTICLE as the PROJECT progresses but not more than once a month. Payments will be made by the DEPARTMENT for expenses incurred by the SPONSOR, less any previous partial payments, for any item and for each item specified in the invoice and which is specifically set forth in ARTICLE I. It is agreed that under no circumstances will the DEPARTMENT be responsible or obligated to pay to the SPONSOR more than the amounts specified in Article VIII – Compensation covered under this Agreement.

The SPONSOR further expressly agrees that the DEPARTMENT may set-off against the partial payment provided hereunder, an amount equal to that amount which has been identified by either state or federal audit as an unallowable expenditure in any contract between the SPONSOR and the DEPARTMENT on which payments have been made, subject to final audit.

B. FINAL PAYMENT AND PROJECT CLOSEOUT

If a final monthly invoice is not received by the DEPARTMENT within ninety (90) days after each of the Operating Assistance, Capital Projects, Mobility Management Activities and Capital Expenditures date(s), the DEPARTMENT may, at its discretion, consider the last invoice submitted by the SPONSOR as the final invoice and may proceed with final close out proceedings. In completing the final close out, the DEPARTMENT may set-off against any remaining balance in any contract between the DEPARTMENT and SPONSOR an amount equal to the unallowable expenditure as provided for herein, under Partial Payment. If any costs covered under the terms of this Agreement are disallowed by either the DEPARTMENT or FTA, the SPONSOR, and not the DEPARTMENT or FTA shall be responsible for such disallowed costs. Upon approval of the final invoice by the DEPARTMENT, the DEPARTMENT will pay any remaining balance of compensation it owes the SPONSOR, not to exceed the DEPARTMENT'S maximum obligation set out in Article VIII. The SPONSOR agrees that the acceptance of this final payment shall be in full settlement of all terms stated under this Agreement and shall release the DEPARTMENT from any and all other claims of whatever nature whether known or unknown, for and on account of said Agreement.

IT IS FURTHER AGREED that the SPONSOR shall submit to the DEPARTMENT upon request an audited financial invoice reflecting all eligible costs incurred for the SPONSOR'S public transportation services. The audit shall be performed by an independent auditor or audit firm and shall conform to the Federal Office of Management and Budget Uniform Grant Guidance, 2 CFR Part 200. The DEPARTMENT, at its discretion, may accept the independent audit or conduct its own audit at SPONSOR's cost. The DEPARTMENT reserves the right to perform an audit at any time to ensure compliance.

C. APPROVAL OF SUBCONTRACTS

Subject to the DEPARTMENT's prior approval under ARTICLE XI, the DEPARTMENT reserves the right to review all subcontracts prepared, if approved, in connection with the work required under this Agreement, and the SPONSOR agrees that it shall submit to the DEPARTMENT prepared estimates for the DEPARTMENT'S review and written concurrence in advance of their execution. All contracts shall provide that subcontracts exceeding \$10,000.00 in cost shall contain all the required provisions of the prime contract.

D. PROMPT PAYMENT OF SUBCONTRACTORS/DBEs

The SPONSOR agrees to pay each subcontractor or Disadvantaged Business Enterprise (“DBE”) subcontractor (and extends to any second-tier subcontract(s)) under this FTA funded Agreement for satisfactory performance of its subcontract no later than thirty (30) days from receipt of each payment the SPONSOR received from the DEPARTMENT’s FTA funded transit program. Any disputes that arise regarding payment to any subcontractor after the satisfactory completion of work may be brought to the attention of the DEPARTMENT, who will make a determination whether there was good cause. Any delay of payment from the above-referenced time frame may occur only for good cause following prior written approval from the DEPARTMENT. This clause applies to both DBE and non-DBE subcontractors. Failure by the SPONSOR to carry out the requirements of prompt payment without just cause, is a material breach of this Agreement with the DEPARTMENT and may result in the DEPARTMENT withholding payment from the SPONSOR until all delinquent payments have been made (no interest will be paid to SPONSOR for the period that payment was withheld, when applicable), termination of this Agreement, or other such remedy as the DEPARTMENT deems appropriate. Additionally, the SPONSOR shall not withhold retainage from subcontractors.

ARTICLE XI

SUBCONTRACTING AND ASSIGNMENT

A. SUBCONTRACTING OF SERVICE

The SPONSOR agrees it will not engage, sub-contract or otherwise pass through funding authorized by this Agreement to any operator of public transportation services without the specific written consent of the DEPARTMENT. Such agreement shall be a written contract between the SPONSOR and the operator and shall be approved as to form and content by the DEPARTMENT.

B. ASSIGNMENT AND NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTY AGREEMENTS

Unless otherwise authorized in writing by the DEPARTMENT, the SPONSOR shall not assign any portion of the work to be performed under this Agreement, or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement without the prior written concurrence of the DEPARTMENT. The Federal Government is not a party to this Agreement and shall not be subject to any

obligations or liabilities to the DEPARTMENT, SPONSOR or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

ARTICLE XII

CONTRACT DISPUTES

This Agreement shall be deemed to have been executed in Fulton County, Georgia, and all questions of interpretation and construction shall be governed by the Laws of the State of Georgia.

ARTICLE XIII

TERMINATION FOR CAUSE AND FOR CONVENIENCE

The Department reserves the right to terminate this Agreement for convenience or just cause at any time upon thirty (30) days written notice to the SPONSOR notwithstanding any just claims by the SPONSOR. The Termination for cause and convenience shall extend to all third-party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier. It is understood by the parties hereto that should the DEPARTMENT terminate this Agreement prior to the completion of an element of work the SPONSOR shall be reimbursed for such work element based upon the percentage of work completed up to and including the date of termination set forth in the notice.

ARTICLE XIV

COMPLIANCE WITH APPLICABLE STATE LAWS

- A. The undersigned certifies that the provisions of O.C.G.A. §45-10-20 through 45-10-28 relating to Conflict of Interest, have been complied with in full.
- B. The SPONSOR shall comply and shall require its subcontractors and third-party operators to comply with requirements in Georgia Department of Transportation, Exhibit B, Certification Of Sponsor, Compliance with State Audit Requirement, attached hereto and made a part of this Agreement as if fully set out herein.
- C. The SPONSOR certifies that the provisions of O.C.G.A. §50-24-1 through 50-24-6 relating to the "Drug-Free Workplace Act" have been or will be complied with in full, as stated in EXHIBIT C of this Agreement.
- D. The SPONSOR shall comply with and require its consultants to comply with the requirements in Georgia Department of Transportation, Georgia Security and Immigration Compliance Act Affidavit, EXHIBIT D.
- E. The SPONSOR shall comply and require its subcontractors to comply with the requirements of Executive Order No. 13153, Federal Leadership on Reducing Text Messaging while Driving, October 1, 2009, and

DOT Order 3902.10, Text Messaging December 30, 2009, incorporated by reference and made a part of this Agreement as if fully set out herein.

- F. The SPONSOR shall comply with the provisions of O.C.G.A. §16-10-6 relating to elected officers of a political subdivision who sell any personal property to political subdivisions of there are officers.
- G. Pursuant to O.C.G.A. §50-5-85, the SPONSOR hereby certifies that it is not currently engaged in, and agrees that for the duration of this contract, it will not engage in a boycott of Israel.
- H. The SPONSOR shall comply and shall require its contractors, subcontractors and consultants to comply with the requirements of the State of Georgia's Sexual Harassment Prevention Policy as described in Exhibit J which is hereby made a part of this Agreement as if fully set out herein.
- I. The SPONSOR shall comply with the current State Management Plan (most recently updated as of October 1, 2020), and any other guidance that the Department may promulgate from time to time.
- J. The SPONSOR is, and shall at all times be, in compliance with the provisions of O.C.G.A. § 50-36-4(b), O.C.G.A. § 35-1-17 et seq., and O.C.G.A. § 36-80-23(b), relating to the "Annual Immigration Reporting Requirements/No Sanctuary Policy/Federal Law Enforcement Cooperation", as stated in EXHIBIT K of this Agreement.

ARTICLE XV

COMPLIANCE WITH APPLICABLE FEDERAL TRANSIT ADMINISTRATION REQUIREMENTS

- A. The SPONSOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this PROJECT.
- B. SPONSOR shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the current Master Agreement between the DEPARTMENT and FTA, as they may be amended or promulgated from time to time during the term of the contract. SPONSOR's failure to comply shall constitute a material breach of the Agreement.
- C. Civil Rights Requirements
 - (a) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 USC 2000d, Sec. 303 of the Age Discrimination Act (1975), as amended, 42 USC 6102, Sec. 202 of the Americans with Disabilities Act (1990), 42 USC 12132, and 49 USC 5332, SPONSOR shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex,

age or disability. SPONSOR shall also comply with applicable Federal implementing regulations and other requirements FTA may issue.

- (b) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

Race, Color, Religion, Gender Identity, National Origin, Sex, Sexual Orientation - In accordance with Title VII of the Civil Rights Act, as amended, 42 USC 2000e, and 49 USC 5332, SPONSOR shall comply with all applicable equal employment opportunity requirements of USDOL, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, USDOL," 41 CFR 60 et seq., and any applicable Federal statutes, executive orders, regulations, and policies that may in the future affect construction activities undertaken in the course of the project. SPONSOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to Race, Color, Religion, Gender Identity, National Origin, Sex, and Sexual Orientation. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, SPONSOR shall comply with any implementing requirements FTA may issue.

- (c) Age - In accordance with Sec. 4 of the Age Discrimination in Employment Act (1967), as amended, 29 USC 623 and 49 USC 5332, SPONSOR shall refrain from discrimination against present and prospective employees for reason of age. SPONSOR shall also comply with any implementing requirements FTA may issue.

- (d) Disabilities - In accordance with Sec. 102 of the Americans with Disabilities Act (ADA), as amended, 42 USC 12112, SPONSOR shall comply with the requirements of US Equal Employment Opportunity Commission (EEOC), Regulations to Implement Equal Employment Provisions of the Americans with Disabilities Act, 29 CFR 1630, pertaining to employment of persons with disabilities. SPONSOR shall also comply with any implementing requirements FTA may issue. SPONSOR shall include these requirements in each subcontract financed in whole or in part with FTA assistance, modified only if necessary to identify the affected parties.

- D. The preceding provisions include, in part, certain Standard Terms & Conditions required by USDOT, whether or not expressly stated in the preceding contract provisions. All USDOT-required contractual provisions, as stated in FTA Circular 4220.1G, are hereby incorporated by reference. Anything to the

contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The SPONSOR shall not perform any act, fail to perform any act, or refuse to comply with any request that would cause the recipient to be in violation of FTA terms and conditions.

- E. The SPONSOR agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
- F. The SPONSOR shall comply and require its consultants or third-party operator to comply with the requirements of 49 U.S.C. Section 5333(b), Labor Standards as more specifically referenced in U.S. Department of Labor correspondence dated August 2, 2010, incorporated by reference as if fully set out herein.
- G. It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).
- H. For all contracts that involve the employment of mechanics or laborers, the SPONSOR shall comply with the Prevailing Wage Requirements, Anti-Kickback” Prohibitions, and Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708), as supplemented by the DOL regulations at 29 C.F.R. part 5.
- I. The SPONSOR agrees to comply with 49 U.S.C. 5323(d), 5323(r), and 49 C.F.R. part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities.
- J. According to 49 CFR Part 605, a SPONSOR is prohibited from providing school bus service in competition with private school bus operators unless the service qualifies and is approved by the FTA Administrator under an allowable exemption.
- K. The SPONSOR, subrecipient or subcontractor shall not discriminate on the basis of Race, Color, Religion, Gender Identity, National Origin, Sex, Sexual Orientation in the performance of this contract. The SPONSOR shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the SPONSOR to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
 - (a) Withholding monthly progress payments;
 - (b) Assessing sanctions;
 - (c) Liquidated damages; and/or

- (d) Disqualifying the SPONSOR from future bidding as non-responsible. 49 C.F.R. § 26.13(b).
- L. SPONSOR shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. SPONSOR shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.
- M. The SPONSOR agrees to comply with the current Federal substance abuse regulations: (a) Drug-Free Workplace. U.S. DOT regulations, "Drug-Free Workplace Requirements (Grants), " 49 C.F.R. Part 32, that implements the Drug-Free Workplace Act of 1988, 41 U.S.C. §§ 701 et seq. (b) Alcohol Misuse and Prohibited Drug Use. FTA Regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR Part 655, to the extent applicable. (c) Participation in Drug and Alcohol Testing Program: Participation in the Agency's drug and alcohol testing program, established in accordance with 49 C.F.R. Part 655.
- N. In all contracts at all tiers expected to equal or exceed \$25,000, the SPONSOR agrees to comply with mandatory standards and policies of FTA Master Agreement §39(b) to promptly provide notice related to fraud, waste, abuse, or other legal matters, as follows:
- (a) For the purposes of Subsection N., "Recipient" refers to the DEPARTMENT. The SPONSOR must promptly notify the Recipient, who will promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the SPONSOR or Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or SPONSOR (Third Party Participant). It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other

credible information in the possession of the Recipient. In this paragraph, “promptly” means to refer information without delay and without change. This notification provision applies to all divisions of the Recipient, including divisions tasked with law enforcement or investigatory functions.

- (b) *Flow-Down Requirement.* If a current or prospective legal matter that may affect the Federal Government emerges, the SPONSOR must promptly notify the Recipient, who will promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. DEPARTMENT is required to include this notification requirement in its Third-Party Agreements and must require each Third-Party Participant, including SPONSOR, to include an equivalent provision in its sub-agreements at every tier, for any agreement that is a “covered transaction” according to 2 C.F.R. §§ 180.220 and 1200.220.

- (1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
- (2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government’s interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government’s administration or enforcement of federal laws, regulations, and requirements.
- (3) Additional Notice to U.S. DOT Inspector General. The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third-Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a 95 criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient. In this paragraph, “promptly” means to refer information without delay and

without change. This notification provision applies to all divisions of the Recipient, including divisions tasked with law enforcement or investigatory functions.

O. The SPONSOR shall comply with the prohibitions of 2 CFR 200.216 on certain telecommunications and video surveillance services or equipment as follows:

(a) Recipients and sub-recipients are prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- (4) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- (5) For the purposes of Subsection O., "Recipient" refers to the DEPARTMENT and sub recipient refers to the SPONSOR.

ARTICLE XVI

TERM

This Agreement shall be effective as of the Effective Date above and shall terminate upon the expiration of the Capital Expenditures Period, unless terminated earlier under Article XIII of this Agreement (the “Term”).

ARTICLE XVII

INSURANCE

The SPONSOR shall provide insurance under this Agreement as follows:

A. It is understood that the SPONSOR (*complete the applicable statement*):

☐ shall, obtain coverage from SPONSOR’s private insurance coverage or cause SPONSOR’S consultant/contractor to obtain coverage

OR

☐ is self-insured.

Prior to beginning the work, SPONSOR shall furnish to the DEPARTMENT, a copy of the certificates and the endorsement page for the minimum amounts of insurance indicated below in this Article XVII (Insurance) of the Agreement.

B. Minimum Amounts. The following minimum amount of insurance from insurers rated at least A– by A. M. Best’s and registered to do business in the State of Georgia:

(a) Commercial General Liability Insurance of at least \$1,000,000 per occurrence \$3,000,000 aggregate, including Automobile Comprehensive Liability Coverage with bodily injury in the minimum amount of \$1,000,000 combined single limits each occurrence. DEPARTMENT shall be named as an additional insured and a copy of the policy endorsement shall be provided with the insurance certificate.

(b) Professional Liability (Errors and Omissions) Insurance with limits of at least:

- (1) For Professionals – \$1,000,000 per claim and \$1,000,000 in aggregate coverage;
- (2) For Sub-consultant Engineers and Architects – \$1,000,000 per claim and \$1,000,000 in aggregate coverage;
- (3) For Other Consultants – \$1,000,000 per claim and \$1,000,000 in aggregate coverage.
- (4) Professional liability insurance that shall be either a practice policy or project-specific coverage. Professional liability insurance shall contain prior acts coverage for services performed for this

PROJECT. If project-specific coverage is used, these requirements shall be continued in effect for two years following final completion of the PROJECT.

- (c) Workmen's Compensation Insurance, "in accordance with the laws of the State of Georgia."
- (d) The above-listed insurance coverages shall be maintained in full force and effect for the entire term of the Agreement.
- (e) The insurance certificate must provide the following:
 - (1) Name, address, signature and telephone number of authorized agents.
 - (2) Name and address of insured.
 - (3) Name of Insurance Company.
 - (4) Description of coverage in standard terminology.
 - (5) Policy number, policy period and limits of liability.
 - (6) Name and address of DEPARTMENT as certificate holder.
 - (7) Thirty (30) day notice of cancellation.
 - (8) Details of any special policy exclusions.
- (f) Waiver of Subrogation: There is no waiver of subrogation rights by either party with respect to insurance.
- (g) If and to the extent such damage or loss (including costs and expenses) as covered by this indemnification set forth herein is paid by the State Tort Claims Trust Fund, the State Authority Liability Trust Fund, the State Employee Broad Form Liability Fund, the State Insurance and Hazard Reserve Fund, and other self-insured funds established and maintained by the State of Georgia Department of Administrative Services Risk Management Division or any successor agency (all such funds hereinafter collectively referred to as the "Funds"), in satisfaction of any liability, whether established by judgment or settlement, the SPONSOR and its consultant/contractor agrees to reimburse the Funds for such monies paid out by the Funds.

ARTICLE XVIII

EXHIBITS AND APPENDICES

This Agreement includes the exhibits and appendices as listed below, which are hereto attached and incorporated herein by reference:

- EXHIBIT A Project Summary
- EXHIBIT B Certification of Sponsor, Compliance with State Audit Requirement
- EXHIBIT C Certification of Sponsor Drug-Free Workplace
- EXHIBIT D Georgia Security and Immigration Compliance Act Affidavit
- EXHIBIT E Certification of Sponsor
- EXHIBIT F Certification of Department of Transportation, State of Georgia
- EXHIBIT G Primary Sponsor Certification Regarding Debarment, Suspension, and Other Responsibility Matters

- EXHIBIT H Lower Tier Sponsor Certification Regarding Debarment, Suspension, and Other Responsibility Matters
- EXHIBIT I Reserved
- EXHIBIT J Certification of Compliance with the State of Georgia's Sexual Harassment Prevention Policy
- EXHIBIT K Certification of Compliance with Annual Immigration Reporting Requirements/No Sanctuary Policy/Federal Law Enforcement Cooperation

ARTICLE XIX

MISCELLANEOUS

A. NOTICE & CONTACT INFORMATION. The telephone numbers, contact persons, and mailing addresses listed below for the DEPARTMENT's and the SPONSOR's representatives may be changed during the term of this Agreement by written notification to the other party. Notices given pursuant to this Agreement shall be in writing and shall be to the DEPARTMENT or SPONSOR by delivering them in person, via email, or by depositing it in the U.S. mail postage prepaid, addressed to the parties as follows:

DEPARTMENT

Name: Clement Solomon
 Title: Intermodal Division Director
 600 West Peachtree Street, NW,
 6th Floor
 Atlanta, Georgia 30308
 Telephone #: (404) 347-0573
 E-mail: csolomon@dot.ga.gov

SPONSOR

Name: Bill Sharp
 Title: Chairman

In the event that any of the above identified individuals are no longer serving at their identified position, any notices, requests, demands and other communications shall be sent to the current individual in the position. If any of the above identified positions no longer exist, any notices, requests, demands and other communications shall be sent to an equivalent position within the party, as identified by the party.

B. ASSIGNMENT. Except as herein provided, the parties hereto will not transfer or assign all or any of their rights, titles or interests hereunder or delegate any of their duties or obligations hereunder without the prior written consent of the other party, which consent will not be unreasonably withheld.

C. NONWAIVER. No failure of either party to exercise any right or power given to such party under this Agreement, or to insist upon strict compliance by the other party with the provisions of this

Agreement, and no custom or practice of either party at variance with the terms and conditions of this Agreement, will constitute a waiver of either party's right to demand exact and strict compliance by the other party with the terms and conditions of this Agreement.

- D. NO THIRD-PARTY BENEFICIARIES. Nothing contained herein shall be construed as conferring upon or giving to any person, other than the Parties hereto, any rights or benefits under or by reason of this Agreement.
- E. SOVEREIGN IMMUNITY. Notwithstanding any other provision of this Agreement to the contrary, no term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions under the Georgia Constitution.
- F. CONTINUITY. Each of the provisions of this Agreement will be binding upon and inure to the benefit and detriment of the parties and the successors and assigns of the parties.
- G. WHEREAS CLAUSE AND EXHIBITS. The Whereas Clauses and Exhibits hereto are a part of this Agreement and are incorporated herein by reference.
- H. SEVERABILITY. If any one or more of the provisions contained herein are for any reason held by any court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision hereof, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- I. INTERPRETATION. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation hereof.
- J. EXECUTION. Each of the individuals executing this Agreement represents that they are authorized to execute this Agreement on behalf of their respective entities.

- K. COUNTERPARTS. This Agreement may be executed and delivered in counterparts, and if so executed, shall become effective when a counterpart has been executed and delivered by all Parties hereto. All counterparts taken together shall constitute one and the same Agreement and shall be fully enforceable as such. Delivery of counterparts via facsimile transmission or via email with scanned attachment shall be effective as if originals thereof were delivered.
- L. ENTIRE AGREEMENT. This Agreement supersedes all prior negotiations, discussion, statements and agreements between the parties and constitutes the full, complete and entire agreement between the parties with respect hereto; no member, officer, employee or agent of either party has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith, amending, supplementing, modifying, adding to, deleting from, or changing the terms and conditions of this Agreement. No modification of or amendment to this Agreement will be binding on either party hereto unless such modification or amendment will be properly authorized, in writing, properly signed by both parties and incorporated in and by reference made a part hereof.

The covenants herein contained shall except as otherwise provided accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, said parties have hereunto set their hands and affixed their seals the day and year above first written.

GEORGIA DEPARTMENT OF
TRANSPORTATION

SPONSOR: PUTNAM COUNTY BOARD
OF COMMISSIONERS

BY: _____
Commissioner

BY: _____
SIGNATURE AND SEAL
Name: Bill Sharp
Title: Chairman

ATTEST: _____
Treasurer

IN THE PRESENCE OF:
Witness: _____
Name: _____
Title: _____
FEDERAL EMPLOYER
IDENTIFICATION NUMBER:
58-6000878

NOTARY SIGNATURE AND SEAL

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

DATE
Name: _____
My Commission Expires: _____

In Process

EXHIBIT A - PROJECT SUMMARY
PUTNAM COUNTY BOARD OF COMMISSIONERS
PROJECT ID NUMBER: T008349

FY2026 FTA 5311 Rural Transit Operating Assistance
Period of Eligible Expenses - July 1, 2025 - June 30, 2026

SECTION 1									
Item	Description	Scope/Suffix	FTA ALI Code	Qty	Unit Cost	Total Cost	Federal Share (50%)	State Share (0%)	Local Share (50%)
1	Operating Assistance at 50% Federal Share	300-A6	30.09.01	1	\$373,012.00	\$373,012.00	\$186,506.00		\$186,506.00
	Total Admin & Operating Cost					\$373,012.00	\$186,506.00		\$186,506.00

Funding Distribution	Amount	Fund Sources
Federal (50%)	\$186,506.00	212JA
State (0%)		
Local (50%)	\$186,506.00	452JA
Total Estimated Operating Cost	\$373,012.00	

FTA FAIN Number:	GA-2022-010-00
FTA Project:	GA-2022-010-01-00
FTA PO:	GA-18-X040
Federal Award Date:	05/20/2022

FY2026 FTA 5311 Rural Capital Vehicles Purchases ONLY
Period of Eligible Expenses – July 1, 2025 - December 31, 2026

SECTION 2									
Item	Description	Scope/ Suffix	FTA ALI Code	Qty	Unit Cost	Total Cost	Federal Share (80%)	State Share (10%)	Local Share (10%)
0	Description	000-X0	00.00.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Total Capital					\$0.00	\$0.00	\$0.00	\$0.00

Funding Distribution	Amount	Fund Sources
Federal (80%)	\$0.00	000XX
State (10%)	\$0.00	000XX
Local (10%) Deposited at GDOT	\$0.00	000XX
Total Project Cost	\$0.00	

FTA FAIN Number:	GA-0000-000-00
FTA Project:	GA-0000-000-00-00
FTA PO:	GA-00-X000
Federal Award Date:	00/00/0000

FY2026 FTA 5311 Rural Capital Purchases Other Than Vehicles
Period of Eligible Expenses - July 1, 2025 - June 30, 2026

SECTION 3									
Item	Description	Scope/ Suffix	FTA ALI Code	Qty	Unit Cost	Total Cost	Federal Share (80%)	State Share (10%)	Local Share (10%)
0	Description	000-X0	00.00.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Total Capital					\$0.00	\$0.00	\$0.00	\$0.00

Funding Distribution	Amount	Fund Sources
Federal (80%)	\$0.00	000XX
State (10%)	\$0.00	000XX
Local (10%)	\$0.00	000XX
Total Project Cost	\$0.00	

FTA FAIN Number:	GA-0000-000-00
FTA Project:	GA-0000-000-00-00
FTA PO:	GA-00-X000
Federal Award Date:	00/00/0000

FY2026 FTA 5311 Rural Transit Mobility Management
Period of Eligible Expenses - July 1, 2025 - June 30, 2026

SECTION 4									
Item	Description	Scope/ Suffix	FTA ALI Code	Qty	Unit Cost	Total Cost	Federal Share (80%)	State Share (10%)	Local Share (10%)
0	Description	000-X0	00.00.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Total /Mobility Management					\$0.00	\$0.00	\$0.00	\$0.00

Funding Distribution	Amount	Fund Sources
Federal (80%)	\$0.00	000XX
State (10%)	\$0.00	000XX
Local (10%)	\$0.00	000XX
Total Project Cost	\$0.00	

FTA FAIN Number:	GA-0000-000-00
FTA Project:	GA-0000-000-00-00
FTA PO:	GA-00-X000
Federal Award Date:	00/00/0000

Project Summary PI#: T008349	Amount
Total Federal Cost - Operating, Capital Rolling Stock, Other Capital, & Mobility Management	\$186,506.00
Total State Cost - Capital Rolling Stock, Other Capital, & Mobility Management	\$0.00
Total Local Cost - Operating	\$186,506.00
Total Local Cost - Capital Rolling Stock, Other Capital, & Mobility Management	\$0.00
Total Project Cost	\$373,012.00

CFDA:	20.509
SAM ID:	MRB2SWMGPKY9

INDIRECT COST RATE		
Approved ICR	<input type="checkbox"/>	Yes
De minimis CR	<input checked="" type="checkbox"/>	10% Fixed

In Process

EXHIBIT B

CERTIFICATION OF SPONSOR COMPLIANCE WITH STATE AUDIT REQUIREMENT

I hereby certify that I am the duly authorized representative of Putnam County Board of Commissioners whose address is _____, and it is also certified that:

The provisions of Section 36-81-7 of the Official Code of Georgia Annotated, relating to the "Requirement of Audits" have been complied with in full such that:

- (a) Each unit of local government having a population in excess of 1,500 persons or expenditures of **\$550,000.00** or more shall provide for and cause to be made an annual audit of the financial affairs and transactions of all funds and activities of the local government for each fiscal year of the local government.
- (b) The governing authority of each local unit of government not included above shall provide for and cause to be made the audit required not less often than once every two fiscal years.
- (c) The governing authority of each local unit of government having expenditures of less than **\$550,000.00** in that government's most recently ended fiscal year may elect to provide for and cause to be made, in lieu of the biennial audit, an annual report of agreed upon procedures for that fiscal year.
- (d) A copy of the report and any comments made by the state auditor shall be maintained as a public record for public inspection during the regular working hours at the principal office of the local government. Those units of local government not having a principal office shall provide a notification to the public as to the location of and times during which the public may inspect the report.

Date

Signature

Name: Bill Sharp

Title: Chairman

EXHIBIT C
CERTIFICATION OF SPONSOR DRUG-FREE WORKPLACE

I hereby certify that I am a principal and duly authorized representative of Putnam County Board of Commissioners whose address is _____ (Sponsor), and it is also certified that:

The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" have been complied with in full; and

A drug-free workplace will be provided for the Sponsor's employees during the performance of the contract; and

Each subcontractor hired by the Sponsor shall be required to ensure that the subcontractor's employees are provided a drug-free workplace. The Sponsor shall secure from that subcontractor the following written certification: "As part of the subcontracting agreement with the Sponsor, (subcontractor's name) certifies to the Sponsor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this contract pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated Section 50-24-3"; and

It is certified that the undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

Date

Signature

Name: Bill Sharp

Title: Chairman

EXHIBIT D

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Name of Contracting Entity: PUTNAM COUNTY BOARD OF COMMISSIONERS

Contract No. and Name: T008349 – FY2026 SEC. 5311 OPERATING, SMALL AND LARGE
CAPITAL, AND MOBILITY MANAGEMENT

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or entity which is contracting with the Georgia Department of Transportation has registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.G.A. § 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the Georgia Department of Transportation within five (5) business days after any subcontractor is retained to perform such service.

49222

E-Verify / Company Identification Number

10/17/2010

Date of Authorization

Signature of Authorized Officer or Agent

Bill Sharp

Printed Name of Authorized Officer or Agent

Chairman

Title of Authorized Officer or Agency

Date

NOTARY PUBLIC SIGNATURE AND SEAL

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

DATE

Name: _____

My Commission Expires: _____

EXHIBIT E**CERTIFICATION OF SPONSOR**

I hereby certify that I am the Chairman and duly authorized representative of the Firm Putnam County Board of Commissioners whose address is _____.

I hereby certify to the best of my knowledge and belief that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, 'Disclosure Form to Report Lobbying', in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

The prospective participant also agrees by submitting its bid that the participant shall require that the language of this certification will be included in all lower tier subcontracts which exceed \$10,000.00 and that all such sub-recipients shall certify and disclose accordingly.

I also certify that neither I nor the above firm I here represent has:

- (a) employed or retained for a commission, percentage, brokerage contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Sponsor) to solicit or secure this agreement.
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the Agreement, or
- (c) paid or agreed to pay to any firm, organization or person (other than a bona fide employee working solely for me or the above Sponsor) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement; except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Department of Transportation and the Federal Transit Administration, U.S. Department of Transportation, in connection with this Agreement involving participation of Federal-aid Transit funds, and is subject to applicable State and Federal laws, both criminal and civil.

Date

Signature

Name: Bill Sharp

Title: Chairman

EXHIBIT F
CERTIFICATION OF DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA

I hereby certify that I am the Commissioner of the Department of Transportation of the State of Georgia, and that the above consulting firm, or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Agreement to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as here expressly stated, (if any):

I acknowledge that this certificate is to be furnished to the Federal Transit Administration, U.S. Department of Transportation, in connection with this Agreement involving participation of Federal-aid Transit Funds, and is subject to applicable State and Federal Laws, both criminal and civil.

In Process

Date

Commissioner

EXHIBIT G
PRIMARY SPONSOR CERTIFICATION REGARDING DEBARMENT,
SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

I hereby certify that I am the Chairman and duly authorized representative of Putnam County Board of Commissioners, whose address is _____, and I certify that I have read and understand the attached instructions and that to the best of my knowledge and belief the firm and its representatives:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by the Georgia Department of Transportation and by any Federal department or agency;
- (b) Have not within a three year period preceding this Agreement been convicted of or had a civil judgment rendered against the firm or its representatives for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, or Local) transaction or contract under a public transaction in violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false invoices, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offense enumerated in paragraph (b) of this certification;
- (d) Have not within a three-year period preceding this Agreement had one or more public transaction (Federal, State or Local) terminated for cause or default; and
- (e) That the firm will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as attached hereto and without motivation, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

I acknowledge that this certification is provided pursuant to Executive Order 12549 and 49 CFR Part 29 and that this firm agrees to abide by the rules and conditions set forth therein for any misrepresentation that would render this certification erroneous, including termination of this Agreement and other remedies available to the Georgia Department of Transportation and Federal Government.

I further acknowledge that this certificate is to be furnished to the Georgia Department of Transportation, in connection with this Agreement involving participation of Federal-Aid Transit Funds, and is subject to applicable State and Federal laws, both criminal and civil.

Date

SIGNATURE AND SEAL

Name: Bill Sharp

Title: Chairman

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions (Sponsors)

1. By signing and submitting this contract the Sponsor is providing the certification set out in Exhibit G.
2. The inability of the Sponsor to provide the certification required may not necessarily result in denial of participation in this covered transaction. The Sponsor shall then submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the Department's determination whether to enter into this transaction. However, failure of the Sponsor to furnish a certification or an explanation shall disqualify such person or firm from participation in this transaction.
3. The certification, Exhibit G, is a material representation of fact upon which reliance is placed by the Department before entering into this transaction. If it is later determined that the Sponsor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause of default.
4. The Sponsor shall provide immediate written notice to the Department if at any time the Sponsor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in these instructions and the certification, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Department for assistance in obtaining a copy of those regulations.
6. The Sponsor agrees by submitting this proposal/contract that should the proposed covered transaction be entered into, it shall not knowingly enter into a lower tier covered transaction with a person/firm who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the Department.
7. The Sponsor further agrees by submitting this proposal/contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", as provided by the Department without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A Sponsor in a covered transaction may rely upon a certification of a prospective participant in lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. The Sponsor may decide the method and frequency by which it determines the eligibility of its principals.
9. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by these instructions. The knowledge and information of Sponsor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if the Sponsor in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction in addition to other remedies available to the Federal Government, the Georgia Department of Transportation may terminate this transaction for cause or default.

**EXHIBIT H
LOWER TIER SPONSOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
AND
OTHER RESPONSIBILITY MATTERS**

I hereby certify that I am the Chairman and duly authorized representative of Putnam County Board of Commissioners, whose address is _____, and I certify that I have read and understand the attached instructions and that to the best of my knowledge and belief the firm and its representatives:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by the Georgia Department of Transportation and by any Federal department or agency;
- (b) I acknowledge that this certification is provided pursuant to Executive Order 12549 and 49 CFR Part 29 and that this firm agrees to abide by the rules and conditions set forth therein for any misrepresentation that would render this certification erroneous, including termination of this Agreement and other remedies available to the Georgia Department of Transportation and Federal Government.
- (c) I further acknowledge that this certificate is to be furnished to the Georgia Department of Transportation, in connection with the Prime SPONSOR Agreement involving the participation of Federal-Aid Transit Funds, and is subject to applicable State and Federal laws, both criminal and civil.

Date

SIGNATURE AND SEAL

Name: Bill Sharp

Title: Chairman

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion and Other Responsibility Matters – Lower Tier Covered Transactions

This certification applies to subcontractors, material suppliers, vendors and other lower-tier participants.

1. By signing and submitting this proposal, the lower tier participant is providing the certification set out in Exhibit H.
2. The certification, Exhibit G, is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which the proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "*covered transaction*", "*debarred*", "*suspended*", "*ineligible*", "*lower tier covered transaction*", "*participant*", "*person*", "*primary covered transaction*", "*principal*", "*proposal*", and "*voluntarily excluded*", as used in these instructions and the certification, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal/contract that should the proposed covered transaction be entered into, it shall not knowingly enter into a lower tier covered transaction with a person/firm who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal/contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in lower tier covered transaction that is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if the participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction in addition to other remedies available to the Federal Government, the department or agency may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify any of the statements in this certification, such prospective participant shall attach an explanation to this proposal/contract.

EXHIBIT I

RESERVED

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In Process

EXHIBIT J**CERTIFICATION OF COMPLIANCE WITH THE STATE OF GEORGIA'S
SEXUAL HARASSMENT PREVENTION POLICY**

The State of Georgia promotes respect and dignity and does not tolerate sexual harassment in the workplace. The State is committed to providing a workplace and environment free from sexual harassment for its employees and for all persons who interact with state government. All State of Georgia employees are expected and required to interact with all persons including other employees, SPONSOR, contractors, and customers in a professional manner that contributes to a respectful work environment free from sexual harassment. Furthermore, the State of Georgia maintains an expectation that SPONSOR, its contractors and their employees and subcontractors will interact with entities of the State of Georgia, their customers, and other contractors of the State in a professional manner that contributes to a respectful work environment free from sexual harassment.

Pursuant to the State of Georgia's Statewide Sexual Harassment Prevention Policy (the "Policy"), SPONSOR and all contractors who are regularly on State premises or who regularly interact with State personnel must complete sexual harassment prevention training on an annual basis.

SPONSOR, including its employees and subcontractors, who have violated the Policy, including but not limited to engaging in sexual harassment and/or retaliation may be subject to appropriate corrective action. Such action may include, but is not limited to, notification to the employer, removal from State premises, restricted access to State premises and/or personnel, termination of contract, and/or other corrective action(s) deemed necessary by the State.

- (i) If SPONSOR is an individual who is regularly on State premises or who will regularly interact with State personnel, SPONSOR certifies that:
 - (a) SPONSOR has received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at <http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy>;
 - (b) SPONSOR has completed sexual harassment prevention training in the last year; or will complete the Georgia Department of Administrative Services' sexual harassment prevention training located at <http://doas.ga.gov/human-resources-administration/sexual-harassment-prevention/hr-professionals/employee-training> (scroll down to section for entities without a LMS section) or this direct link <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and,
 - (c) Upon request by the State, SPONSOR will provide documentation substantiating the completion of sexual harassment training.
- (ii) If SPONSOR has employees and subcontractors that are regularly on State premises or who will regularly interact with State personnel, SPONSOR certifies that:
 - (a) SPONSOR will ensure that such employees and subcontractors have received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at <http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy> ;
 - (b) SPONSOR has provided sexual harassment prevention training in the last year to such employees and subcontractors and will continue to do so on an annual basis; or SPONSOR will ensure that

such employees and subcontractors complete the Georgia Department of Administrative Services' sexual harassment prevention training located at <http://doas.ga.gov/human-resources-administration/sexual-harassment-prevention/hr-professionals/employee-training> (scroll down to section for entities without a LMS section) or this direct link <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and

- (d) Upon request of the State of the Georgia Department of Transportation, SPONSOR will provide documentation substantiating such employees and subcontractors' acknowledgment of the State of Georgia's Statewide Sexual Harassment Prevention Policy and annual completion of sexual harassment prevention training.

Putnam County Board of Commissioners

SPONSOR's Name

Signature of SPONSOR's Authorized Official

Bill Sharp

Name of SPONSOR's Authorized Official

Chairman

Title of SPONSOR's Authorized Official

Date

EXHIBIT K
CERTIFICATION OF COMPLIANCE WITH ANNUAL IMMIGRATION REPORTING
REQUIREMENTS/ NO SANCTUARY POLICY/FEDERAL LAW ENFORCEMENT
COOPERATION

By executing this document, the undersigned duly authorized representative of the Local Governing Body certifies that the Local Governing Authority:

- 1) has filed a compliant Annual Immigration Compliance Report with the Georgia Department of Audits & Accounts (“GDA&A”) for the preceding calendar year required by O.C.G.A. § 50-36-4(b), or has been issued a written exemption from GDA&A from doing so;
- 2) has not enacted a “Sanctuary Policy” in violation of O.C.G.A. § 36-80-23(b); and,
- 3) is in compliance with O.C.G.A. §§ 35-1-17 *et seq.* regarding its obligation to cooperate with federal immigration enforcement authorities to deter the presence of criminal illegal aliens.

As an ongoing condition to receiving funding from the Georgia Department of Transportation, the Local Governing Body shall continue to remain fully compliant with O.C.G.A. §§ 50-36-4, 36-80-23 and 35- 1-17 *et seq.* for the duration of time the subject agreement is in effect.

Signature of Authorized Officer or Agent

Bill Sharp

Printed Name of Authorized Officer or Agent

Chairman

Title of Authorized Officer or Agent

Date

Certificate Of Completion

Envelope Id: ADF73C17-C192-4570-B7A8-8D80802A8D16

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Subject: 48400-294-IGOIP2600112/PUTNAM COUNTY

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Pool: Georgia Department of Transportation

Location: Docusign

Signer Events

Signature

Timestamp

Bill Sharp

bsharp@putnamcountyga.us

Chairman

Putnam County Board of Commissioners

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Accepted: 5/13/2025 3:47:25 PM

ID: 4701b553-ccd5-4aae-82cc-ce5265ed5a18

Sent: 5/13/2025 9:31:55 AM

Viewed: 5/13/2025 3:47:25 PM

Lynn Butterworth

lbutterworth@putnamcountyga.us

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Accepted: 4/30/2025 2:44:45 PM

ID: 21a7298d-032c-4062-a4e3-74b023677d6d

Stephanie McMullen

smcmullen@putnamcountyga.us

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Accepted: 5/6/2025 10:13:24 AM

ID: 1f1fa476-6bd3-454a-b86f-8dc918aa0c18

Russell R McMurry

catscommissioner@dot.ga.gov

Security Level: In Session

Electronic Record and Signature Disclosure:

Accepted: 7/26/2021 12:44:29 PM

ID: 300af4e1-68da-47c5-887e-c649aaedd680

Angela O. Whitworth

catstreasurerattest@dot.ga.gov

Security Level: In Session

Electronic Record and Signature Disclosure:

Not Offered via Docusign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events	Status	Timestamp	112
Agent Delivery Events	Status	Timestamp	
Intermediary Delivery Events	Status	Timestamp	
Certified Delivery Events	Status	Timestamp	
Dianne Pounds dpounds@putnamcountyga.us Security Level: Email, Account Authentication (None)	<div>VIEWED</div> Using IP Address: 128.92.183.34	Sent: 5/13/2025 9:29:02 AM Viewed: 5/13/2025 9:31:55 AM	
Electronic Record and Signature Disclosure: Accepted: 5/13/2025 9:31:55 AM ID: 8e63b126-e442-4dff-a4e6-8a513f3d99e2			
Carbon Copy Events	Status	Timestamp	
Witness Events	Signature	Timestamp	
Notary Events	Signature	Timestamp	
Envelope Summary Events	Status	Timestamps	
Envelope Sent	Hashed/Encrypted	5/13/2025 9:29:02 AM	
Payment Events	Status	Timestamps	
Electronic Record and Signature Disclosure			

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Georgia Department of Transportation (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Georgia Department of Transportation:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: gdot_contracts@dot.ga.gov

To advise Georgia Department of Transportation of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at gdot_contracts@dot.ga.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from Georgia Department of Transportation

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to gdot_contracts@dot.ga.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Georgia Department of Transportation

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to gdot_contracts@dot.ga.gov and in the body of such request you must state your e-mail, full name, US Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> •Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Georgia Department of Transportation as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Georgia Department of Transportation during the course of my relationship with you.

File Attachments for Item:

11. Approval of SPLOST 10 Project List

\$45,687,706.00

County Share

\$25,219,614.00

Putnam General Hospital

	Projects	Cost	Description	Estimated Cost Over 6 Year Period	Recommended Projects
1	Infusion Pumps (5) Baxter	\$10,000.00	Addition	\$10,600.00	\$10,600.00
2	Level 1 Rapid Infuser/Transfuser fro the ED	\$20,000.00	New	\$21,200.00	\$21,200.00
3	Restraint Chair for combative patients in the ED	\$5,000.00	New	\$5,300.00	\$5,300.00
4	Hydraulic Stretcher to transport patients from the ED to the Helipad	\$10,000.00	New	\$10,600.00	\$10,600.00
5	Infusion Recliners Hill Rom	\$4,722.00	New	\$5,005.32	\$5,005.32
6	Replace Omnicell Medication Dispensing Cabinets	\$158,345.00	Replacement/Advanced Technology/Beyond End of Life	\$167,845.70	\$167,845.70
7	Replace ninety-nine (99) Computer Workstations	\$143,885.00	Replacement/Advanced Technology/Beyond End of Life	\$152,518.10	\$152,518.10
8	80 Slice CT Scanner	\$600,000.00	Replacement/Advanced Technology/Revenue	\$636,000.00	\$600,000.00
9	Wide Bore MRI Scanner with Breast Scanning Software	\$1,083,000.00	Replacement/Advanced Technology/Revenue	\$1,147,980.00	\$1,083,000.00
10	Replace six (6) rooftop Air conditioning units	\$1,264,767.00	Replacement/Necessity/Beyond End of Life	\$1,340,653.02	\$1,264,767.00
11	Roofing Replacement	\$100,000.00	Replacement/Necessity/Beyond End of Life	\$106,000.00	\$100,000.00
12	Front Canopy Replacements and new Entry Ramps	\$500,000.00	Replacement/Necessity/Beyond End of Life	\$530,000.00	\$273,210.76
13	Replace Flooring and Paint Interior of Hospital	\$300,000.00	Replacement/Necessity/Beyond End of Life	\$318,000.00	
14	Bedside Ultrasound for the ED	\$30,000.00	Replacement/Necessity/Beyond End of Life	\$31,800.00	
15	3D Mammography	\$257,746.00	Replacement/Necessity/Beyond End of Life	\$273,210.76	
16	Instrument Sterilizer for the OR	\$50,000.00	Replacement/Necessity/Beyond End of Life	\$53,000.00	
17	Instrument Washer for the OR	\$75,000.00	Replacement/Necessity/Beyond End of Life	\$79,500.00	
18	Mobile Vital Signs Machine six (6)	\$10,800.00	Replacement/Necessity/Beyond End of Life	\$11,448.00	
19	Overbed tables (26)	\$6,983.34	Replacement/Necessity/Beyond End of Life	\$7,402.34	
20	Visitor chair (26)	\$19,500.00	Replacement/Necessity/Beyond End of Life	\$20,670.00	
21	Bedside cabinet (26)	\$19,552.00	Replacement/Necessity/Beyond End of Life	\$20,725.12	
22	Patient recliners (10)	\$23,610.00	Replacement/Necessity/Beyond End of Life	\$25,026.60	

RECREATION

	Projects	Cost	Description	Estimated Cost Over 6 Year Period	
1	Multi-Purpose Field Lighting PRC	\$340,000.00	New	\$400,000.00	\$400,000.00
2	Multi-Purpose Field Lighting JDP	\$405,000.00	New	\$495,000.00	\$405,000.00
3	Eight Pickleball courts (Admin.)	\$750,000.00	New to include-bathrooms/lights/parking/seating	\$800,000.00	\$750,000.00
4	New Gym Floor PRC	\$150,000.00	New	\$175,000.00	\$150,000.00
5	New Bleachers PRC	\$100,000.00	New	\$125,000.00	\$100,000.00
6	New Playground equipment PRC	\$105,316.00	New to include-rubber surface	\$135,000.00	\$105,316.00
7	New restroom facilities PRC	\$100,000.00	New	\$125,000.00	\$100,000.00
8	Add to existing Playground JDP	\$10,000.00	New	\$15,000.00	\$10,000.00
9	Picnic tables, grill, landscaping JDP	\$24,920.00	New	\$31,000.00	\$24,920.00
10	New ballfield fencing JDP	\$90,000.00	New- to include dugouts and backstop	\$120,000.00	\$90,000.00

GOLF COURSE

Projects		Cost	Description	Estimated Cost Over 6 Year Period	
1	New Irrigation System	\$518,076.00	New	\$777,492.38	\$518,076.00
2	New Maintenance Bldg	\$154,533.00	New	\$193,166.00	\$193,166.00
3	John Deere Pro Gator 2020A	\$44,405.00	New	\$55,506.00	\$55,506.00
4	Agrimetal Greens Roller	\$21,708.00	New	\$27,135.00	\$27,135.00
5	Reel Grinder	\$42,750.00	New	\$53,438.00	\$42,750.00
6	Bedknife Grinder	\$37,800.00	New	\$47,250.00	\$37,800.00
7	Spartan SRT-XD (X2)	\$32,000.00	New	\$40,000.00	\$40,000.00
8	Kioti Tractor NS6010 with loader	\$40,500.00	New	\$50,625.00	\$50,625.00
9	New sod and sand for collars around green	\$134,737.00	New	\$168,421.00	\$168,421.00
10	New sod and sand for fairways	\$494,035.00	New	\$617,544.00	

Public Works

Projects		Cost	Description	Estimated Cost Over 6 Year Period	
1	Motorgrader	\$0.00	New		
2	Paver	\$150,000.00	New	\$172,500.00	\$150,000.00
3	Roller	\$50,000.00	New	\$57,500.00	\$50,000.00
4	Water Truck	\$60,000.00	New	\$69,000.00	\$60,000.00
5	Tandem Dump Truck	\$185,000.00	New	\$212,750.00	\$185,000.00
6	Roads	\$250,000.00		\$262,112.00	\$262,112.00

-\$3,694,046.00

County Extension Office

Projects		Cost	Description	Estimated Cost Over 6 Year Period	
1	Construction of a new facility	\$2,500,000.00	New 5000 square foot facility @\$500 sqft =\$2.5M	\$2,875,000.00	\$2,875,000.00

Oconee Springs Park

Projects		Cost	Description	Estimated Cost Over 6 Year Period	
1	Construction of a new store	\$1,250,000.00	New 2500 square foot facility @\$500 sqft =\$1.25M	\$1,437,500.00	\$1,437,500.00

Public Buildings

Projects		Cost	Description	Estimated Cost Over 6 Year Period	
1	HVAC, Roof, Building repairs	\$750,000.00	Miscellaneous, HVAC, Roof, Building and Grounds	\$750,000.00	\$750,000.00

Sheriff's Office

Projects		Cost	Description	Estimated Cost Over 6 Year Period	
1	Jail Renovation Project	\$9,137,541.20	Convert existing space to Jail/Security space only	\$9,137,541.20	\$9,137,541.20
2	Vehicle Replacement	\$1,920,000.00	4cars/yr @ 80K * 6 years	\$2,208,000.00	\$2,208,000.00

EMS

Projects		Cost	Description	Estimated Cost Over 6 Year Period	
1	Ambulance purchase	\$2,400,000.00	New 1 ambulance @ \$400,000 per year for 6 years	\$2,520,000.00	\$2,520,000.00

Putnam Co. Fire Rescue

Projects		Cost	Description	Estimated Cost Over 6 Year Period	
1	DEBT SERVICE	\$960,000.00	Debt \$160,000*6 years	\$960,000.00	\$960,000.00
2	Pierce Enforcer PUC with IRT	\$1,464,100.00	New purchase in Jan 2027 to be received 2031	\$1,464,100.00	\$1,464,100.00
3	Pierce Enforcer PUC with IRT	\$1,771,561.00	New purchase in Jan 2029 to be received 2033	\$1,771,561.00	\$1,771,561.00
4	Pierce Enforcer PUC with IRT	\$2,143,580.00	New purchase in Jan 2031 to be received 2035	\$2,143,580.00	\$2,143,580.00
5	Aerial Apparatus Ladder Truck	\$2,000,000.00	New purchase in April 2031 to be received 2035 lease purchase	\$2,150,000.00	\$215,000.00
6	Battalion Vehicle	\$70,000.00	Replace 2023 vehicle	\$80,000.00	\$80,000.00
7	Chief Vehicle	\$70,000.00	Replace 2023 vehicle	\$80,000.00	\$80,000.00
8	Staff Vehicle	\$45,000.00	Replace 1997 vehicle	\$45,000.00	\$45,000.00
9	Fire Station renovation	\$800,000.00	Construct living quarters 1600 sqft @ \$500 sqft	\$800,000.00	\$800,000.00

Animal Services

Projects		Cost	Description	Estimated Cost Over 6 Year Period	
Roof replacement		\$100,000.00	Roof replacement	\$105,000.00	\$100,000.00
Vehicles (2) and Animal Boxes (2)		\$100,000.00	2 Vehicles and 2 Animal Boxes	\$100,000.00	\$100,000.00

[illegible]

	SPLOST #10						
FY2025	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	
14.89%	546,265	579,040	613,783	650,610	689,646	731,025	
6.14%	481,799	510,707	541,350	573,831	608,261	644,756	
8.15%	540,129	572,536	606,889	643,302	681,900	722,814	
6.00%	472,834	501,204	531,276	563,152	596,942	632,758	
6.00%	571,930	606,246	642,620	681,178	722,048	765,371	
6.00%	533,977	566,016	599,977	635,976	674,134	714,582	
6.00%	540,250	572,665	607,025	643,447	682,054	722,977	
6.00%	589,063	624,407	661,872	701,584	743,679	788,300	
6.00%	610,033	646,635	685,433	726,559	770,153	816,362	
6.00%	593,212	628,805	666,534	706,526	748,917	793,852	
6.00%	552,398	585,542	620,674	657,915	697,390	739,233	
6.00%	518,019	549,100	582,046	616,968	653,986	693,226	
	6,549,910	6,942,904	7,359,478	7,801,047	8,269,110	8,765,257	45,687,706
JAIL >	(1,309,982)	(1,388,581)	(1,471,896)	(1,560,209)	(1,653,822)	(1,753,051)	(9,137,541)
Subtotal >	5,239,928	5,554,323	5,887,583	6,240,838	6,615,288	7,012,205	36,550,165
City >	(1,624,378)	(1,721,840)	(1,825,151)	(1,934,660)	(2,050,739)	(2,173,784)	(11,330,551)
	3,615,550	3,832,483	4,062,432	4,306,178	4,564,549	4,838,422	25,219,614
	Based on a conservative 6% growth rate, SPLOST#10 will generate more than the current projected 43.4 milion.			Public Buildings			(750,000)
				Sheriff's Office			(2,208,000)
				Fire			(7,559,241)
				EMS			(2,520,000)
				Public Works Equipment			(907,112)
				PGH			(3,694,046)
				Recreation			(2,135,236)
				Golf Course			(1,133,479)
				Couty Extension Office			(2,875,000)
				Oconee Springs Park			(1,437,500)

File Attachments for Item:

12. Authorization for Chairman to sign Probation Services Agreement between Judicial Alternatives of Georgia and the Putnam County Superior Court (staff-CC)



JUDICIAL ALTERNATIVES OF GEORGIA

Probation Services Agreement

This Agreement is made by and between **Judicial Alternatives of Georgia, Inc.**, a corporation, organized under the laws of the State of Georgia, with its principal place of business at 901 Bellevue Ave Dublin, Georgia hereinafter called "Contractor" and the **Putnam County Superior Court**, Georgia hereinafter called "County". This Agreement is governed by Article 6 of Chapter 8 of Title 42 of the Official Code of Georgia, Annotated. The parties enter into the Agreement under the specific authority of 42-8-101.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

SCOPE OF SERVICES AND RESPONSIBILITIES OF CONTRACTOR

In consideration of the obligations of the Court or governing authority, Contractor shall provide the following services.

A. Responsibilities of Probation Services Contractor

1.) Compliance with Statutes and Rules. Contractor shall comply with Article 6 of Title 42 Chapter 8 of the Official Code of Georgia and all standards, rules and regulations promulgated by the Department of Community Supervision. Contractor agrees to comply with all relevant state and federal laws applicable to probation services.

2.) Records and Confidentiality. Contractor shall create and maintain individual files for each offender receiving services from Contractor in accordance with this Agreement. Contractor shall maintain the confidentiality of all files, records and papers relative to supervision of probationers under this Agreement. These records, files and papers shall be available only to the judge of the court handling the case, the Department of Audits and Accounts, the Department of Community Supervision and upon transfer of probation supervision to the State, to the Georgia Department of Corrections.

3.) Financial Records. Contractor shall maintain financial records according to generally accepted accounting practices.

4.) Employee Qualifications and Training. Contractor shall employ competent and able personnel to provide the services to be rendered hereunder and to appropriately administer the assigned caseload.

(a) Any person employed as JAG probation officer shall be at least 21 years of age at the time of appointment to the position of private probation officer and shall have completed a standard two-year college course or have four years of law enforcement experience; provided, however, that any person employed as a private probation officer as of July 1, 1996, and who had at least six months of experience as a private probation officer or any person employed as a probation officer by a county, municipality, or consolidated government as of March 1, 2006, shall be exempt from such college requirements.

b) Every JAG probation officer shall be required to obtain 40 hours of initial orientation training as set forth below provided that the 40 hour initial orientation shall not be required of any person who has successfully completed and who provides documentation of satisfactorily completing a basic course of training for supervision of probationers or parolees certified by the Peace Officer Standards and Training Council. Initial training of new probation officers shall be completed within the first 6 months of employment. JAG Probation Officers will complete a 5-hour block of instruction covering a General Probation Overview and consisting of: The History of Probation, Ethics and Professionalism, Probation Officer Liabilities and Responsibilities, Constitutional Law, and Probation Law; a 20-hour block of instruction covering Probationer Management and consisting of: Confidentiality, Intake, Preparation and Maintenance of Files, Case Documentation, Interviewing and Communication Skills, Available Sentencing Options, Financial Collections, Community Service, Alcohol and Substance Abuse, and Personal Welfare and Safety; and a 15-hour block of instruction covering Legal Procedures and Reports and consisting of: General Report Writing Techniques, Violations, Delinquency Reports and Warrants, Courtroom Protocol, Testimony and Revocation Proceedings, First Offender Act, Case Termination Reports, Domestic Violence, and Statutory Changes and Updates.

(c) All JAG probation officers are required to obtain 20 hours of annual in-service training. In-service training shall be completed on a calendar year basis. The initial orientation training hours completed during the first calendar year of employment shall also count towards satisfying the annual in-service training requirements for that same period. Annual In-Service Training shall be on topics that relate to the criminal justice system and/or the operation of the probation entity as approved by DCS Misdemeanor Probation Oversight Unit (MPOU).

(d) All JAG Administrative Employees, Agents, Interns, or Volunteers shall be required in accordance with DCS Board Rule 105-2-.09 to be at least 18 years

of age; sign a statement co-signed by the probation entity director or his/her designee that the administrative employee, agent, intern, or volunteer has received an orientation on these rules as well as operations guidelines relevant to the administrative employee, agent, intern, or volunteer's job duties which shall be maintained in administrative employees, agents, interns, or volunteer's personnel files; have obtained a high school diploma or equivalent and; complete a 16 hour initial orientation program within 6 months of appointment and 8 hour annual in-service continuing education training program, consisting of a curriculum approved by MPOU. Additionally, such person shall maintain a clear criminal record; complete continuing education and; adhere to all other requirements established in these rules.

(e) All Administrative Employee, Agent, Intern, or Volunteer will obtain 16 hours of initial orientation training consisting of a 4-hour block of instruction covering: The History of Probation, Ethics and Professionalism, Probation Officer Liabilities and Responsibilities, Constitutional Law, and Probation Law; an 8-hour block of instruction covering Probationer Management and consisting of: Confidentiality, Intake, Preparation and Maintenance of Files, Case Documentation, Interviewing and Communication Skills, Available Sentencing Options, Financial Collections, Community Service, Alcohol and Substance Abuse, and Personal Welfare and Safety; and a 4-hour block of instruction covering Legal Procedures and Reports and consisting of: General Report Writing Techniques, Violations, Delinquency Reports and Warrants, Courtroom Protocol, Testimony and Revocation Proceedings, First Offender Act, Case Termination Reports, Domestic Violence, and Statutory Changes and Updates; obtain 8 hours of annual in-service training. In-service training shall be completed on a calendar year basis. The initial orientation training hours completed during the first calendar year of employment shall also count towards satisfying the annual in-service training requirements for that same period.

(f) Annual In-Service Training shall be on topics that relate to the criminal justice system and/or the operation of the probation entity as approved by MPOU. The progress and completion of initial orientation and in-service training is required to be documented and maintained in the individual's files utilizing the forms approved by MPOU. Probation entities and individuals providing probation services may obtain training resource information from MPOU, local law enforcement agencies, local colleges and schools, and national professional associations such as the American Probation and Parole Association, Georgia Professional Association of Community Supervision, American Correctional Association, and/or credible sources approved by MPOU. All training must be approved by MPOU.

(g) JAG trainers will have expertise in the area of training and will possess a college degree or POST certification. JAG shall maintain a description of the course and the contact information of the trainer on file. Training provided by professional training services shall be accepted so long as a description of the course and the trainer's contact information is maintained on file and has been approved by MPOU.

(h) In no event shall any person convicted of a felony be employed as a private probation officer or administrative support staff.

5.) Criminal History Check. Contractor shall have a criminal history records check made of **all** employees, agents, contractor, intern, or volunteers and give written consent to the Department of Community Supervision or the Putnam County, Georgia to conduct periodic criminal history checks.

6.) Officer per Probationer Ratio and Standards of Supervision. Contractor shall manage caseload limits so as not to exceed **250** probationers per probation officer for basic supervision and **100** probationers per probation officer for intensive supervision. Probation Officers shall make **1** office contact per **month**. The Probation Officer may at his or her discretion require the probationer to report on a weekly basis if the probationer is not in full compliance with his or her terms of conditions of supervision.

B. Reports

Contractor shall provide to the judge and governing authority with whom the contract or agreement was made and the board a monthly report, on or before the 10th day of the following month, summarizing the number of offenders under supervision; the amount of fines, and restitution collected; the amount of fees collected and the nature of such fees, including probation supervision fees, rehabilitation programming fees, electronic monitoring fees, drug or alcohol detection device fees, substance abuse or mental health evaluation or treatment fees, and drug testing fees; the number of community service hours performed by probationers under supervision; a listing of any other service for which a probationer was required to pay to attend; the number of offenders for whom supervision or rehabilitation has been terminated and the reason for the termination; and the number of warrants issued during the month, in such detail as requested. Contractor shall provide personal history, employment data, and location information to the court or law enforcement as necessary in tracking probation violators.

C. Tender of Collections

Contractor shall tender to the Clerk of the Court a report of collections and all fines, fees, and costs collected during the month from probationers by the **10th** day of the following month. Restitution shall be paid to the victim by the **10th** day of the month following collection unless the Court orders payment to the clerk of court, and then it shall be paid as such other collections are paid to the Clerk.

In the event Contractor cannot locate the victim, payment shall be made to the Clerk of Court. Contractor shall credit payments of funds to in the following order of priority: 1) restitution 2) probation fees to include GCVEF, 3) fines, 4) court

costs and surcharges. Contractor shall not retain or profit from any fines, restitution, fees or cost collected from probationers except the probation fees authorized by this Agreement and listed in Exhibit "A".

D. Access to Contractor Records

1.) All records shall be open to inspection upon the request of the affected county, municipality, consolidated government, court, the Department of Audits and Accounts, an auditor appointed by the affected county, municipality, or consolidated government, Department of Corrections, Department of Community Supervision, State Board of Pardons and Paroles, or the board.

2.) Fiscal Audit: Contractor shall employ an independent auditor to annually audit its records and books pertaining to the services rendered at the courts request. Upon a written request by the court, a copy of this audit shall be provided to the Court and County Governing Authority within 2 months or sixty (60) days of the close of the year audited.

E. Conflict of Interest per O.C.G.A 42-8-109

1.) No private corporation, private enterprise, or private agency contracting to provide probation services under neither the provisions of this article nor any employees of such entities shall engage in any other employment, business, or activity which interferes or conflicts with the duties and responsibilities under contracts authorized in this article.

2.) No private corporation, private enterprise, or private agency contracting to provide probation services under the provisions of neither this article nor its employees shall have personal or business dealings, including the lending of money, with probationers under their supervision.

3.) No private corporation, private enterprise, or private agency contracting to provide probation services under the provisions of this article nor any employees of such entities, shall own, operate, have any financial interest in, be an instructor at, or be employed by any private entity which provides drug or alcohol education services or offers a DUI Alcohol or Drug Use Risk Reduction Program certified by the Department of Driver Services.

4.) No private corporation, private enterprise, or private agency contracting to provide probation services under the provisions of this article nor any employees of such entities shall specify, directly or indirectly, a particular **DUI Alcohol or a Drug Use Risk Reduction Program** which a probationer may or shall attend. This paragraph shall not prohibit furnishing any probationer, upon request, with the names of certified DUI Alcohol or Drug Use Risk Reduction Programs. Any person violating this paragraph shall be guilty of a misdemeanor.

F. Scope of Services to Probationers by Contractor. Contractor shall provide the following services:

1.) Court Attendance and Probationer Case History. During all court sessions, Contractor shall have a probation officer attend and interview each offender to complete a case and personal history and to provide orientation and instruction regarding compliance with the Court's ordered conditions of probation. At orientation, the probation officer shall provide a list of all service fees to the probationer.

2.) Supervision. Contractor shall monitor and supervise probationers to ensure compliance with the Court's order of probation. Contractor shall make a supervision assessment of the offender and determine the probationer's reporting schedule.

3.) Restitution, Fine and Fee Collection. Contractor shall collect restitution, fines, court costs and fees, program fees, and probation fees as ordered by the Court. Contractor shall provide an itemized ledger prepared in accordance with accepted accounting practices for each month for each case under supervision.

(a) **Indigent Offenders**: Offenders determined by the court to be indigent in accordance with O. C. G.A 42-8-102 shall be supervised at no cost to the probationer or the Court or governing body.

(b) **Pay-Only Cases**: Pay-Only cases or the term 'pay-only probation' means a defendant has been placed under probation supervision **solely** because such defendant is unable to pay the court imposed fines and statutory surcharges when such defendant's sentence is imposed. Such term shall not include circumstances when restitution has been imposed or other probation services are deemed appropriate by the court. When pay-only probation is imposed, the probation supervision fees shall be capped so as not to exceed three months of ordinary probation supervision regardless of the number of concurrent or consecutive cases; provided, however, that collection of any probation supervision fee shall terminate as soon as all court imposed fines and statutory surcharges are paid in full; and provided, further, that when all such fines and statutory surcharges are paid in full, the private probation officer, as the case may be, shall submit an order to the court terminating the sentence within 30 days of fulfillment of such conditions. If pay-only probation is subsequently converted to a sentence that requires community service, on petition by a probation officer or private probation officer and with the probationer having an opportunity for a hearing, the court may reinstate probation supervision fees as necessary to monitor the probationer's compliance with community service obligations.

(c) **Consecutive sentences**: When a defendant is serving consecutive misdemeanor sentences, whether as a result of one case from one jurisdiction or multiple cases from multiple jurisdictions, upon motion by the defendant, the court may discharge such defendant from further supervision or otherwise terminate probation when it is satisfied that its action would be in the best interest of justice and the welfare of society. Such motion shall not be ripe until 12 months after the sentence was entered and every four months thereafter. The defendant shall serve the applicable entity or governing authority that is providing his or her probation services with a copy of such motion. Additionally, when a defendant is serving consecutive misdemeanor sentences the probation officer shall review such case after 12 consecutive months of probation supervision wherein the defendant has paid in full all court imposed fines, statutory surcharges, and restitution and has otherwise completed all testing, evaluations, and rehabilitative treatment programs ordered by the court to determine if such officer recommends early termination of probation. Each such case shall be reviewed every four months thereafter for the same determination until the termination, expiration, or other disposition of the case. If such officer recommends early termination, he or she shall immediately submit an order to the court to effectuate such purpose.

4.) Community Service. The contractor shall coordinate, monitor, and ensure compliance with community service by each probationer as ordered by the Court. The Court may convert fines, statutory surcharges, and probation supervision fees to community service on the same basis as it allows a defendant to pay a fine through community service as set forth in subsection (d) of Code Section 17-10-1. Contractor will maintain records of community service participation.

5.) Employment Assistance. The contractor shall prepare referrals and lend reasonable assistance to probationers either to the extent ordered by the Court or to the extent available for probationers desiring employment assistance or counseling.

6.) Drug/Alcohol Screening. The contractor shall coordinate with local authorities and facilities, evaluation and assessment of probationers for drug/alcohol rehabilitation, mental health or psychological counseling, or educational programs mandated by the Court and shall require probationer's compliance. Contractor shall conduct drug and alcohol screens as determined necessary by the Court. The probationer shall be responsible for the costs of all drug or alcohol testing.

7.) Electronic Monitoring. Contractor when so ordered shall provide and operate a system of electronic home detention monitoring:

8.) Reports of Violations Probation and Revocation Procedures. The contractor shall recommend revocation of probation whenever the probationer has failed to substantially comply with the terms and conditions of probation. The Court shall provide Contractor with direction of what constitutes a substantial failure to comply with probation terms and conditions. Contractor shall prepare probation violation warrants and orders for submission to the Court. Contractor shall have probation officers available to testify at probation revocation hearings, sentencing hearings and such other hearings as deemed reasonable and necessary by the Court. The Court shall provide Contractor direction as to what curative measures should be taken in the case of minor violations.

OBLIGATIONS OF THE COURT OR GOVERNING AUTHORITY

In consideration for the services of Judicial Alternatives of Georgia, Inc the Court shall provide the following:

G. Payment for Contractors Services

For regular probation supervision which includes a minimum of one (1) office contact per month and may require as many as four (4), the probationer shall pay a fee of \$45.00 per month. For intensive probation supervision which includes a minimum of one (1) office contact per week and four (4) office contacts each month, probationer shall pay a fee of \$55.00 per month. Contractor shall collect such probation fee for each month a probationer is under probation supervision. A one (1) month supervision fee is defined as the date the probationer is placed on probation and runs through the monthly anniversary date each month. If a probationer is supervised past the monthly anniversary date, the probationer will be charged one (1) months supervision fee. During the term of this Agreement and Contractor's satisfactory performance, the Court shall refer all offenders ordered to serve time on probation, to Contractor for purposes of probation supervision services.

H. Probation Fee

The Court shall make payment of the probation fee a term and condition of the order of probation for each probationer assigned for supervision to Contractor unless the Court determines the probationer to be indigent. The Court shall not be liable for payment of any supervision fee or any program fee of a probationer.

I. Pre-sentence Investigations

When ordered by the Court, Contractor shall provide a pre-sentence investigation report and Court shall pay to Judicial Alternatives of Georgia, two-hundred and fifty dollars (\$250.00).

J. Access to Criminal Histories

The Court shall assist Contractor in obtaining access to criminal histories in the Georgia Crime Information Center and National Crime Information Center through local law enforcement in order for Contractor to conduct pre-sentence or probationer investigations as may be requested

K. Notice of Court Sessions

The Court shall provide Contractor **two (2)** days advance notice of all court sessions that Contractor is required to attend. Notice for purposes of this provision may be given by mail, telephone and fax machine.

L. Court Facilities

The Court shall provide to Contractor an area, as available, for conduct of initial interviews and orientation with the probationer on the day of sentencing.

M. Period of Service

This agreement shall commence performance on **May 1, 2025** and shall continue until **April 30, 2030**. This Agreement, its terms and conditions, and any authorized Exhibits and Amendments shall renew for a period of one (1) year unless otherwise terminated as provided for herein or unless written notice to the contrary is directed to the other party at least thirty (30) days prior to the date of expiration. Either party may terminate this Agreement upon thirty (30) days written notice. The Court and/or Governing Authority may terminate this Agreement immediately for cause, including without limitation material breach of this Agreement, insolvency of Contractor, filing of a voluntary or involuntary case in bankruptcy. Within fifteen (15) working days of termination, the contractor shall peacefully surrender to the Court all records and documents generated by Judicial Alternatives of Georgia, Inc, in connection with this Agreement and the services hereunder and any equipment or supplies assigned to Contractor by the Court. Contractor shall turn over to the Clerk of Court any moneys collected or received less supervision fees validly incurred and duly owing to Contractor through the termination date. Any fines, costs, fees or restitution received by Contractor from probationers of this Court after termination of this Agreement shall be forwarded to the Clerk of Court, other than fees earned by Contractor. The Court shall provide Contractor a receipt for all property surrendered under this provision.

INDEMNITY, INSURANCE, AND BONDING OBLIGATIONS OF CONTRACTOR

N. Insurance and Bond

Contractor shall maintain comprehensive general liability insurance, including acts, errors or omissions and contractual liability insurance, in an amount not less than \$1,000,000. JAG shall furnish continuous proof of insurance coverage as required hereunder, as well as proof of maintaining employee bonds in an amount of \$100,000 per employee.

O. Indemnification

Neither the Court nor the Governing Authority shall be liable to Contractor nor to anyone who may claim a right resulting from any relationship with **Judicial Alternatives of Georgia, Inc.** for any acts of Contractor, its employees, agents or participants in the performance of services conducted on the property of the **Putnam County**. Contractor shall indemnify and hold harmless the Court and Putnam County, Georgia from any claims, demands, actions, proceedings, expenses, damages, liabilities or losses (including but not limited to attorney's fees and courts costs) and any causes of action arising from any acts or omissions arising out of or in connection with the services performed by **Judicial Alternatives of Georgia, Inc.** or its employees and agents under the terms of this Agreement.

REPRESENTATIONS AND WARRANTIES OF CONTRACTOR

P. Deficiency in Service by Contractor

In the event that the court and/or governing authority determines that there are deficiencies in the services provided by Contractor hereunder, the Court and/or Governing Authority may terminate this Agreement in accordance with Item M or notify the Contractor in writing as to the exact nature of such deficiency. Within **sixty (60) days** of receipt of such notice, the Contractor shall cure or take reasonable steps to cure the deficiencies. In the event the company fails to cure or take reasonable steps to cure the deficiencies to the Court and/or Governing Authority's satisfaction, then either may declare the Contractor in default and may terminate this Agreement.

Q. Time is of the Essence of this Agreement

R. Compliance with the Law

The Contractor shall comply with all federal, state and local laws statutes, regulations and ordinances arising out of or in connection with the performance of its services pursuant to this contract.

Contractor is an independent contractor and is not an agent, joint venturer or other affiliate of the Putnam County Georgia in any way. Contractor shall use its own employees and agents to perform this Contract. It is agreed that Contractor is solely responsible for payment of all federal, state, and local income taxes, self-employed Social Security taxes, and any other similar obligations arising from the performance of this Agreement or receipt of compensation therefore. The Contractor agrees to indemnify and hold harmless the Court and the Putnam County, Georgia from and against any and all federal, state, or local tax liability or penalties that may arise from the payments made to the Contractor pursuant to this Agreement. The Contractor acknowledges that neither it nor its employees are eligible for any benefits provided by the Court or the County of Putnam to their respective party.

T. Entire Agreement

This Agreement, including all exhibits attached hereto and incorporated herein by reference, constitutes the entire agreement between the parties hereto and supersedes any and all agreements, whether written or oral, that may exist between the parties regarding the same. No representations, inducements, promises, or agreements between the parties not embodied herein shall be of any force and effect. No amendment or modification to this Agreement or any waiver of any provision hereto shall be effective unless in writing and signed by all parties to include the court, governing authority, and contractor.

U. Binding Agreement

This Agreement shall not be binding upon any successor to the undersigned Judge of the Putnam County Superior Court, Georgia and unless ratified by the successor in office. If a successor attains the position of undersigned judge, and this Agreement is not ratified by such successor, then Contractor shall be permitted a reasonable time period, no less than ninety (90) days, in which to wind up its activities. The Court will be deemed not to have ratified the Agreement unless Court gives written notice of ratification within 30 days of taking the oath of The Court has entered into this Agreement in part on the basis of personal reliance in the integrity and qualifications of the staff of Contractor. The same is applicable to change in leadership of the Governing Authority. Contractor may not delegate, assign or subcontract any obligation of Contractors performance under the Contract and may not assign any right under this Contract, in either case without Court's written approval. The Court's discretion in this regard shall be absolute.

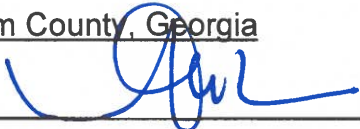
Any notices made in accordance with this Agreement except as otherwise set out in Item K, shall be in writing and shall be made by registered or certified mail, return receipt requested, to:

Judicial Alternatives of Georgia, Inc.
Attn: Kenneth Kight
901 Bellevue Ave
Dublin, Georgia 31021
Office: (478) 274-0060
Fax: (478) 274-8168

IN WITNESS WHEREOF, THE PARTIES HERE TO HAVE EXECUTED THIS AGREEMENT ON THE _____ DAY OF _____, 20__.

PROBATION SERVICES CONTRACTOR:
By: 
Name: Kenneth Kight
Title: Co-Owner, Judicial Alternatives of Georgia, Inc.

By: _____
Name: _____
Title: _____
Putnam County, Georgia

By: 
Chief Judge: Alison T. Burleson
Court: Putnam County Superior Court, Georgia

SCHEDULE OF FEES

The following are fees paid by the offender to Judicial Alternatives of Georgia, Inc.

<u>SERVICE</u>	<u>COST OF SERVICE</u>
Regular Probation Supervision	\$45.00 per month, per offender
Intensive Supervision (Requires minimum of 1 weekly contact)	\$55.00 per month, per offender
Pre-Trial Supervision	\$45.00 per month, per offender
GCVEF	\$9.00 per month, per offender

<u>ADDITIONAL SERVICES</u>	<u>COST OF SERVICE</u>
Drug Screens (Screens for 8 controlled substances)	\$25.00 per screen
Electronic Monitoring	\$10.00 per day, per offender
Electronic Monitoring w/Intox	\$12.00 per day, per offender

File Attachments for Item:





13. Discussion and possible action on Thunder Pointe Commercial Subdivision (SH)



Overview



Legend

-  City Limit
-  Parcels
-  Parcel Numbers
-  Roads

Date created: 4/5/2025
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APPROVE REQUEST BY H. M. KING FOR PRELIMINARY APPROVAL OF LAKEWOOD SUBDIVISION, COLD BRANCH ROAD, AND REZONING FROM R2 TO RM PUD CONTINGENT UPON APPROVAL OF SANITATION SYSTEMS BY THE HEALTH DEPARTMENT AND COMPLIANCE WITH COUNTY ROAD REQUIREMENTS (MAP 83B-047).

Chairman Ridley noted that the Health Department did not approve the sanitation systems and recommended to the Board that they not approved this request. Motion by Commissioner Davis, seconded by Commissioners Poole and Layson, that the Planning & Zoning Commission recommendation to approve this request be denied. Motion carried with Commissioner Hallman, Davis, Layson and Poole voting yes.

APPROVE REQUEST BY C. D. HUTCHERSON TO REZONE 1.63 ACRES, 1130 GREENSBORO ROAD AND .44 ACRES, CLACK CIRCLE, FROM R1 TO C1 (MAP 38A-19 AND PART OF 98).

Chairman Ridley noted that there was no objection to this recommendation at the public hearing. Motion by Commissioner Poole, seconded by Commissioner Layson, that the Planning & Zoning Commission recommendation to approve this request be approved. Motion carried with Commissioners Hallman, Davis, Layson and Poole voting yes.

APPROVE REQUEST BY LARRY CLACK TO REZONE PROPERTY ON GREENSBORO ROAD BETWEEN CLACK CIRCLE AND THUNDER ROAD FROM R1 TO C1 WITH STIPULATION OF LIMITED ACCESS OFF CLACK CIRCLE AND NO ACCESS TO THE COMMERCIAL PROPERTY FROM RIVERSIDE DRIVE AND THUNDER ROAD (MAP 38A-PARCEL 98 EXCLUDING AREA NEXT TO LOTS 90 AND 97 OF THUNDER VALLEY SUBDIVISION).

Chairman Ridley noted there was no objection to this request at the public hearing. Motion by Commissioner Layson, seconded by Commissioner Davis, that the recommendation of the Planning & Zoning Commission to approve this request be upheld. Motion carried with Commissioners Davis, Layson and Poole voting yes. Commissioner Hallman abstained because of family connection.

APPROVE REZONING BY MAP REVISION BY MYRNA MEADOWS, COLLIS RESTAURANT ROAD, 2.5 ACRES FROM R1 TO C1.

Chairman Ridley noted there was no objection to this request at the public hearing. Motion by Commissioner Davis, seconded by Commissioner Layson, that the Planning & Zoning recommendation for approval of this request be upheld. Motion carried with Commissioners Hallman, Davis, Layson and Poole voting yes.

APPROVE REZONING BY MAP REVISION BY WILLIAM SHEA, VILLAGE DRIVE OFF HARMONY ROAD FROM R1 TO C1 (MAP 39J - 2,3,4).

Chairman Ridley noted there was no objection to this request at the public hearing. Motion by Commissioner Layson, seconded by Commissioner Poole, that the Planning & Zoning Commission

Sec. 66-7. - Repeal of conflicting ordinances and validity of prior approvals and actions.

- (a) This chapter is the Putnam County Zoning Ordinance of 2020, and all other conflicting ordinances or resolutions are hereby repealed; provided, however, that nothing in this section shall be construed as repealing or modifying the conditions of operation or conditions of zoning, or use, or building permits issued under previous zoning ordinances or resolutions; however, modification or repeal of these past conditions of approval may be accomplished as provided by this chapter.
- (b) All variances and exceptions heretofore granted by the planning and zoning commission or the board of commissioners, on appeal, shall remain in full force and effect, and all terms, conditions and obligations imposed shall remain in effect insofar as required for the initiation of any proceedings against these violations and for the prosecution of any violations heretofore commenced.
- (c) Should any section or provision of this chapter be declared by the courts to be unconstitutional or invalid, such declaration shall not affect the validity of the ordinance as a whole or any part thereof other than the part so declared to be unconstitutional or invalid.

(Res. of 7-17-2007(4); Ord. of 12-4-2020(1).)



Thunder Pointe Master - Preliminary Plat PDF

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