

PUTNAM COUNTY BOARD OF COMMISSIONERS



117 Putnam Drive, Suite A ♦ Eatonton, GA 31024

Agenda

Friday, September 1, 2023 ♦ 10:00 AM

Putnam County Administration Building – Room 203

Opening

1. Welcome - Call to Order
2. Approval of Agenda
3. Invocation - Pastor Jeff Birch, Lake Oconee Presbyterian Church
4. Pledge of Allegiance (BS)

Mill Rate Public Hearing

5. Presentation of Proposed 2023 Mill Rate (staff-CM & Fin)
6. Comments from the Public
7. Comments from Commissioners and/or Staff

Code of Ordinances Public Hearing

8. Proposed adoption of changes to the Putnam County Code of Ordinances - Chapters 22 (Businesses), 66 (Zoning), and Appendix D (Short Term Vacation Rental)

Regular Business Meeting

9. Public Comments
10. Consent Agenda
 - a. Approval of Minutes - August 15, 2023 Regular Meeting (staff-CC)
 - b. Approval of Minutes - August 25, 2023 Called Meeting (staff-CC)
 - c. Authorization for Chairman to sign GDOT FTA 5311 - FY2024 Transit Operating, Small and Large Capital, and Mobility Management Contract (staff-Transit)
11. Discussion and possible action on Fire Department boat houses (staff-Fire)
12. Setting of Qualifying Fees for 2023 Special Election (staff-Finance)
13. Discussion and possible action on 112 Gloria Drive (staff-CM & CA)
14. Ratification of the Board of Education Mill Rate and Authorization for Chairman to sign Tax Levy Resolution (staff-CM & Finance)
15. Authorization for Chairman to sign Resolution setting 2023 Mill Rate for Incorporated and Unincorporated County Maintenance and Operation (staff-CM & Finance)
16. Authorization for Chairman to sign Resolution setting 2023 Mill Rate for Special Service District (staff-CM & Finance)

Reports/Announcements

17. County Manager Report
18. County Attorney Report
19. Commissioner Announcements

Closing

20. 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:

8. Proposed adoption of changes to the Putnam County Code of Ordinances - Chapters 22 (Businesses), 66 (Zoning), and Appendix D (Short Term Vacation Rental)

ORDINANCE

AN ORDINANCE TO AMEND CHAPTERS 22, 66, & APPENDIX D OF THE CODE OF PUTNAM COUNTY, GEORGIA

WHEREAS, the Putnam County Board of Commissioners (“Board”) presently regulates the use of residential zoned properties and structures for short term vacation rental within the County;

WHEREAS, the Board, pursuant to the police power granted by the laws of the State of Georgia, finds that such regulations protect and promote the safety, health, and general welfare of the citizens of the County; and

WHEREAS, the Board desires, following receipt of evidence concerning the impact such use has within the County, to amend those ordinances regulating the operation, use, and licensure of short term vacation rentals within the unincorporated areas of Putnam County;

NOW, THEREFORE, THE BOARD OF COMMISSIONERS OF PUTNAM COUNTY, GEORGIA, HEREBY ORDAIN as follows:

SECTION 1: That Chapter 22 shall be amended to include the following:

Section 22-121 – Short term vacation rental license

- a. For the purposes of this chapter, a short term vacation rental is defined as the renting or leasing of a single-family dwelling unit, not including a boarding house, where the term of occupancy, possession, or tenancy is 30 consecutive calendar days or less. Renting or leasing, as used herein, means the payment of compensation, money, rent, or other, bargained for consideration in exchange for occupancy, possession, or use of the property. A short term vacation rental license shall not be required for a residence offered for a single rental period of time in a calendar year of no more than 14 days in duration.
- b. No person or entity shall rent, lease or otherwise exchange for compensation all or any portion of a dwelling unit as short-term vacation rental without first obtaining a short-term rental license pursuant to the regulations contained in this Chapter.
- c. Any license issued pursuant to this Chapter shall be valid for a term of one calendar year, with the exception that all licenses issued after October 1 of any given calendar year shall be valid until December 31 of the proceeding calendar year.
- d. No licensee shall transfer the right to operate under any license issued under this chapter to any other person or entity by lease, agreement, or any other contract.

- e. No license issued under this Chapter may be operated or shall have any legal effect at any location other than that for which it is issued.
- f. The maximum day or night occupancy for any license issued pursuant to this Chapter shall be two persons per bedroom plus two additional persons per residence, but no rental unit shall have a maximum occupancy greater than 12, with the exception that any licenses issued prior to _____, 2023 (insert date new ordinances are approved) which are in excess of the maximum occupancy shall be allowed to remain at such occupancy unless such license is relinquished, is revoked, or structural changes to the rental unit necessitate a reduction in occupancy for safety reasons, as determined by the County Clerk, or their designee.
- g. Nothing in this chapter shall be deemed to alter, affect, supersede or conflict with the requirements of any state or federal law, the Putnam County Code of Ordinances, or any applicable private covenants or third-party contractual obligations regarding the prohibition or limitation of the use of any residential property as a short term vacation rental unit.
- h. Prior to issuance of any license pursuant to this chapter, an applicant must be in compliance with all applicable requirements under federal, state, and/or county ordinances. Compliance with state and county statute and ordinances shall specifically include the requirement that the applicant or business of the applicant is not delinquent in the payment of any tax or fee owed the county, including, but not limited to, personal or real property taxes, any occupational taxes, sales and use taxes, or payment for any required permit necessary for operation of applicant's business. For purposes of this section, any tax that has been paid, formally appealed to the proper authorities, or is being paid pursuant to a plan authorized and approved by the appropriate tax or revenue commissioner shall not be deemed delinquent.
- i. The application process, management, and enforcement of the issuance and regulation of short term vacation rentals shall be the responsibility of the County Clerk, or their designee.

Section 22-122 – Short Term Vacation Rental Overlay Sector

- a. *Overlay sector created.* The following overlay sectors are hereby created within Putnam County and shall consists of the following described real properties:
 - i. Sector 1 – R-1R
 - ii. Sector 2 – R-1, R-2, RM-1, RM-3
 - iii. Sector 3 – AG
- b. *Purpose.* The purpose of the STVROS is to regulate short term vacation rentals on specific parcels that are permitted within certain sectors and to otherwise reduce the number of transient guests.

- c. *Capacity.* For each overlay sector, the following capacity limits are hereby established:
- i. Sector 1 – With the exception of pre-existing non-conforming uses, no short term vacation rentals shall be permitted in Sector 1.
 - ii. Sectors 2 & 3 – For parcels of land within these Sectors, short term vacation rental use is limited to no more than 400 total licenses, with such number to include those pre-existing non-conforming licenses issued in Sector 1. Upon issuance of the maximum allowed licenses, any application for licensure thereafter shall be waitlisted and considered for approval in the order in which they are received by the County Clerk. In the event of non-renewal or revocation of any existing licenses, the County Clerk shall review, process, and issue licensure to the waitlisted applications which conform with the regulations herein.

Section 22-123 – Short term vacation rental regulations

Any and all holders of any licenses issued pursuant to this Chapter shall abide by the following regulations:

- a. Licensees shall not allow occupants to violate any federal, state, or local law, statute, rule or ordinances, including, but not limited to, sections 29-1 and 32-20, and shall maintain compliance with all requirements regarding the appointed short term vacation rental agent.
- b. All marketing and advertising of the licensed premises shall include the prominent display of the number of the license issued pursuant to this chapter, and such license number shall be prominently displayed on the licensed premises. All marketing and advertising shall include notification of the maximum occupancy and maximum numbers of vehicles allowed.
- c. A licensee may retain a managing agency, managing agent, operator, representative or local contact person to comply with the requirements of this section, including without limitation, the licensing of the short term vacation rental, the management of the short term vacation rental and the compliance with the conditions of this license. The owner of the short term vacation rental is responsible for compliance with the provisions of this section and the failure of an agent, representative, or local contact person to comply with this section shall be deemed noncompliance by the owner.
- d. Each licensee shall designate a short term vacation rental agent who has access and authority to assume management of the short term vacation rental unit. The licensee may be designated as the short term vacation rental agent. The name of the property owner and the short term vacation rental agent shall, along with their email addresses and telephone numbers at which the agent may be reached on a 24-hour, seven days a week, basis must be displayed with the short term rental license.

- The short term vacation rental agent shall be required to respond to the location of the short term rental within one hour after being notified of the existence of a violation of this chapter or any other provision of this Code, or any disturbance requiring immediate remedy or abatement. A licensee must immediately notify the County Clerk, or their designee, in writing upon a change of short term vacation rental agent or any change in such agent's contact information, and such notification will be through forms prescribed by the County Clerk within 5 days of any change in agent or contact information.
- e. A copy of a valid short term rental license shall be posted in a conspicuous location inside the main entrance of the short term rental and shall be presented by the owner, agent, renter, or occupant of the premises when requested by the Sheriff, any Deputy Sheriff, fire marshal or official, or Code Enforcement Officer. The contact information for the short rental vacation rental license holder and agent, if applicable, must be prominently displayed within the premises at all times.
 - f. The licensee must furnish the renter of the property a copy of this ordinance and a contract specifying the terms of the rental which will include the maximum number of persons allowed on the premises at any time. Said contract will also specify the maximum number of vehicles allowed on the property at any time during the rental period. Said contract will further prescribe the maximum number of boats or vessels that may be docked or moored on any body of water adjacent to the short term vacation rental unit. The property owner, agent, or occupant of the short term vacation rental, when requested to do so, will, present a copy of the rental contract to the Sheriff, any Deputy Sheriff, fire marshal or official, or Code Enforcement Officer.
 - g. The maximum day or night occupancy for any license issued pursuant to this Chapter shall be two persons per bedroom plus two additional persons per residence, but no rental unit shall have a maximum occupancy greater than 12, with the exception that any licenses issued prior to _____, 2023 (insert date new ordinances are approved) which are in excess of the maximum occupancy shall be allowed to remain at such occupancy unless such license is relinquished, is revoked, or structural changes to the rental unit necessitate a reduction in occupancy for safety reasons, as determined by the County Clerk, or their designee.
 - h. The presence of more people on the premises of a short term vacation rental than the maximum number specified in the rental contract shall be a violation of this ordinance and the person(s) named in the rental contract shall be subject to being cited for said violation. The Sheriff, any Deputy Sheriff, fire marshal or official, or Code Enforcement Officer may order the excess numbers of persons to vacate the premises and any person refusing to do so shall be subject to arrest and prosecution for Disorderly Conduct as provided for in Section 29-1(t) of the Putnam County Code of Ordinances.

- i. It shall be unlawful for any occupant of a short term vacation rental to make, continue or cause to be made or continued any excessive, unnecessary, or unusually loud noise which disturbs the peace or quiet of anyone in the neighborhood or which causes discomfort or annoyance to any reasonable person of normal sensitiveness. All electronic devices with speakers, including televisions, radios and stereo systems must be operated within the enclosed confines of the primary residence between the hours of 10:00 PM and 9:00 AM. The frequent or continuous barking, or other means of communication by animals that disturbs the comfort or repose of the residents of any residential neighborhood shall not be allowed.
- j. The minimum age of the person signing the rental agreement is 25 and such person shall be responsible for adherence to all regulations in this section by all occupants staying at the short term vacation rental. The person signing the rental agreement shall be required to be present at the short term vacation rental within one hour upon request by the Sheriff, any Deputy Sheriff, fire marshal or official, or Code Enforcement Officer during the rental period.
- k. No vehicles shall be parked on any public or private right of way and all parking shall be consistent with the parking plan submitted with the license application. The parking plan, which shall be approved as part of licensure, shall be sufficient to allow adequate parking for the maximum occupancy of the rental unit. No person occupying a short term vacation rental shall park any vehicle illegally on any street or road, nor park adjacent to any such street in a manner that would prevent or hinder any emergency vehicle from traveling thereupon. No person occupying a short term vacation rental shall park on any other person's property, or block any driveway of any other person or property owner without permission to do so. No occupant of a short term vacation rental shall dock or otherwise tie any boat or vessel to the dock of any other property owner without the permission of the property owner. The Sheriff, any Deputy Sheriff, or Code Enforcement Officer may impound any vehicle found parking in such a manner.
- l. The presence of more vehicles on the premises of a short term vacation rental, or more boats or vessels docked or moored on a body of water adjacent to the premises, than the maximum number specified in the rental contract shall be a violation of this ordinance and the person(s) named in the rental contract shall be subject to being cited for said violation. The Sheriff, any Deputy Sheriff, or Code Enforcement Officer may order the owners or operators of the excess number of vehicles, boats or vessels to remove them from the property and any person refusing to do so may be cited for violating this ordinance. The Sheriff, any Deputy Sheriff, or Code Enforcement Officer may further impound the excess vehicles, boats, or vessels that are not removed upon a request to do so.
- m. No renter shall go upon any adjacent properties or the common areas of the neighborhood community unless specifically authorized in advance and in writing by the owner of the short term vacation rental property.

- n. No accessory structures shall be used for any overnight occupancy.
- o. Any and all pets present at the premises must be leashed or contained at all times.
- p. The premises may not be utilized for any special event, as defined by this Code, and there shall be no admission charged by the renter for access to the premises.
- q. No renter shall be allowed to sublet the premises or any rooms during rental.
- r. No renter shall be allowed to place, site, or occupy any recreational vehicles or campers on the premises during rental.
- s. All external lighting shall be directed within the parcel and shall not be allowed to impact adjacent properties.
- t. All garbage and trash must be stored in a trash container or appropriate receptacle and shall not be placed within or adjacent to any private or public right of way for a period of time greater than 48 hours.
- u. An interconnected and hard-wired smoke detection and notification system, with battery backup, is required and must be operable and in good working order at all times.
- v. Subject to state law, the use of fireworks is prohibited at all short term vacation rentals.
- w. No licensee or person occupying a short term vacation rental shall engage in any behavior on the premises on the rental property that constitutes a violation Section 29-1 of the Putnam County Code of Ordinances.

Section 22-124 – Short term vacation rental application

Applicants shall submit, on an annual basis, an application for a short-term vacation rental license to the County Clerk. Such application shall include:

- a. The name, address, telephone and email address of the owner(s) of record of the dwelling unit for which a license is sought;
- b. The address of the dwelling unit to be used as a short term vacation rental;
- c. The name, address, telephone number and email address of the short term vacation rental agent, which shall constitute his or her 24-hour contact information, and who shall be at least 25 years old, and shall be able to be present onsite within one hour of contact;

- d. The owner's sworn acknowledgement that he or she has received a copy of this section, has reviewed it and understands its requirements;
- e. The number and location of parking spaces allotted to the premises and site plan indicating designated parking areas;
- f. The owner's agreement to use his or her best efforts to assure that use of the premises by short term vacation rental occupants will not disrupt the neighborhood, and will not interfere with the rights of neighboring property owners to the quiet enjoyment of their properties and will abide by all other short term vacation rental regulations, and will abide by any and all other regulations established by this Code.
- g. Any other information that this Chapter requires the owner to provide to the county as part of an application for a short term vacation rental permit. The County Clerk, or their designee, shall have the authority to obtain additional information from the applicant as necessary to achieve the objectives of this chapter.
- h. If the rental agent changes, the property owner shall notify the County within five business days.
- i. Application fees shall be as established by the County Clerk.

Section 22-125 – Citations for violations; revocation of license; penalty

- a. To ensure the continued application of the intent and purpose of this chapter, the planning department, through available Code Enforcement officers or the Sheriff through his/her deputies, shall notify the holder of a short term vacation rental license of all instances in which acts or omission of the owner, agent, or any individual results in a citation for a code violation or other legal infraction. Citations may be served upon the short term vacation rental owner, rental agent, or any individual violating the provisions of this ordinance. Each individual code violation, regardless of whether citation for such violation is served collectively with any other violation, and each day or instance of a violation, shall be treated as a separate and independent violation.
- b. The planning department shall maintain in each short term vacation rental location file a record of all code violation charges, founded accusations and convictions occurring at or relating to a short term vacation rental unit. When a license holder has accumulated three violations for a particular property within a period of 12 consecutive months, the County shall revoke any issued license and reject all applications for the subject premises for a period of 12 consecutive months. A license following revocation may be reissued subject to the district capacity requirements established in Section 22-122(c).
- c. If a short term vacation rental applicant has been cited and found to be in violation of any zoning, building, health or life safety code provision, the owner must

demonstrate compliance with the applicable code prior to being eligible to receive a short term vacation rental license.

- d. Citations for any of this Chapter shall be heard in the same fashion as other violations of this Code. In addition to the available fines, a court of competent jurisdiction may impose any other available remedy and may suspend the subject license for one violation for the remainder of the license term, regardless of whether the subject property had previously been subject to a violation.
- e. Violations of this chapter shall be punishable by a fine not to exceed \$1,000 and/or six months confinement in the Putnam County Jail and shall be subject to the following suspensions:
 - 1. Second violation within the preceding 12 months: 30 days suspension of license.
 - 2. Third violation within the preceding 12 months: Suspension of license pursuant to subsection (b).
- f. Nothing in this section shall limit the County from enforcement of its Code, state or federal law by any other legal remedy available to the County. Nothing in this section shall be construed to limit or supplant the power of any county inspector, deputy marshal or other duly empowered officer under the County’s ordinances, rules and regulations and the authority granted under state law, as amended, to take necessary action, consistent with the law, to protect the public from property which constitutes a public nuisance or to abate a nuisance by any other lawful means of proceedings.

Section 22-126 – Appeal

- (a) A person aggrieved by the County’s denial of a short term vacation rental license may appeal the decision to the Board of Commissioners. The appeal must be filed with the County Manager's office in writing, within 15 calendar days after the adverse action and it shall contain a concise statement of the reasons for the appeal.
- (b) The Board of Commissioners shall consider the appeal within 30 days after receipt by the County Manager of a request unless otherwise agreed in writing by the County and aggrieved party. All interested parties shall have the right to be represented by counsel, to present testimony and evidence, and to cross-examine witnesses. The Board of Commissioners shall render a determination, which will constitute a final ruling on the application.

SECTION 2: That Chapter 29-1 shall be amended to include the following:

(m) Any person who by and in any manner, creates loud noises or engages in any conduct, that disturbs or otherwise interferes with the peace and tranquility of the public.

(t) Any person who refuses to leave the premises of a short term vacation rental property when ordered or requested to do so as prescribed for in Section 22-123 of the Putnam County Code of Ordinances.

SECTION 3: That Sections 66-72 (AG-1), 66-81 (R-1), 66-84 (R-2), 66-90 (RM-1), 66-96 (RM-3),_and 66-119 (R-PUD) shall be amended to include the following use: “Short Term Vacation Rental”

SECTION 4: That Section 66-20. – Definitions. shall be amended to include the following definition: *Short term vacation rental* means the renting or leasing of a single-family dwelling unit, not including a boarding house, where the term of occupancy, possession, or tenancy is 30 consecutive calendar days or less. Renting or leasing, as used herein, means the payment of compensation, money, rent, or other, bargained for consideration in exchange for occupancy, possession, or use of the property. A short term vacation rental license shall not be required for a residence offered for a single rental period of time in a calendar year of no more than 14 days in duration.

SECTION 5: That Appendix D of the Code of Ordinances be repealed in full.

That any ordinances or resolutions as adopted by this Board which are in conflict with these ordinances are hereby repealed and rendered ineffective.

IN WITNESS WHEREOF, this ordinance has been duly adopted by the governing authority of Putnam County, Georgia on the ___ day of _____, 2023.

Chairman

CERTIFICATION

I hereby certify that the foregoing is a true and correct copy of an original ordinance adopted by the Putnam County Board of Commissioners on the ____ day of _____, 2023.

In witness whereof, I hereunto set my hand and affix the seal of Putnam County, this ____ day of _____, 2023.

County Clerk

[Affix Seal]

DRAFT

File Attachments for Item:

- 10. Consent Agenda
 - a. Approval of Minutes - August 15, 2023 Regular Meeting (staff-CC)
 - b. Approval of Minutes - August 25, 2023 Called Meeting (staff-CC)
 - c. Authorization for Chairman to sign GDOT FTA 5311 - FY2024 Transit Operating, Small and Large Capital, and Mobility Management Contract (staff-Transit)

PUTNAM COUNTY BOARD OF COMMISSIONERS



117 Putnam Drive, Suite A ♦ Eatonton, GA 31024

Minutes

Tuesday, August 15, 2023 ♦ 6:00 PM

Putnam County Administration Building – Room 203

The Putnam County Board of Commissioners met on Tuesday, August 15, 2023 at approximately 6:00 p.m. in the Putnam County Administration Building, 117 Putnam Drive, Room 203, Eatonton, Georgia.

PRESENT

- Chairman Bill Sharp
- Commissioner Gary McElhenney
- Commissioner Daniel Brown
- Commissioner Jeff Wooten

STAFF PRESENT

- County Attorney Tom Watkins
- County Manager Paul Van Haute
- County Clerk Lynn Butterworth
- Deputy County Clerk Donna Todd

Opening

1. Welcome - Call to Order

Chairman Sharp called the meeting to order at approximately 6:00 p.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 Brown, Seconded by Commissioner Wooten.

Voting Yea: Commissioner McElhenney, Commissioner Brown, Commissioner Wooten

3. Invocation

Pastor Joe Ezzard, Smithboro Baptist Church, gave the invocation.

4. Pledge of Allegiance (JW)

Commissioner Wooten led the Pledge of Allegiance.

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Zoning Public Hearing

5. Request by Peyton Robinson to rezone 1.1 acres at 905 Harmony Road from C-1 to C-2 [Map 102D, Parcel 044, District 3]

Attorney Tom Watkins read the rules for public comments

Mr. Peyton Robinson spoke in support of the request. No one signed in to speak against this item.

Planning & Development staff recommendation was for approval to rezone 1.1 acres at 905 Harmony Road from C-1 to C-2 [Map 102D, Parcel 044, District 3].

Motion to approve the request by Peyton Robinson to rezone 1.1 acres at 905 Harmony Road from C-1 to C-2 [Map 102D, Parcel 044, District 3].

Motion made by Commissioner Brown, Seconded by Commissioner McElhenney.

Voting Yea: Commissioner McElhenney, Commissioner Brown, Commissioner Wooten

Items 6 and 8 were handled together.

6. Request by Steven A. Rowland, agent for Norman E. Coleman Jr. to rezone 8.85 acres at 886 Milledgeville Road from C-1/C-2 to C-2 [Map 087, Part of Parcel 028, District 4]

8. Request by Steven A. Rowland, agent for Norman E. Coleman to rezone 4.71 acres on Milledgeville Road from C-1/C-2 to C-2 [Map 087, Parcel 029, District 4]

Mr. Steven Rowland spoke in support of items 6, 7, and 8. No one signed in to speak against these items.

The Planning & Development staff recommendation for items 6 and 8 was for approval to rezone 8.85 acres at 886 Milledgeville Road from C-1/C-2 to C-2. [Map 087, Part of Parcel 028, District 4] and 4.71 acres on Milledgeville Road from C-1/C-2 to C-2. [Map 087, Parcel 029, District 4] with the following condition:

- 1. The developer shall develop and maintain a 50-foot undisturbed buffer or berm along the property lines that abut Map 087, Parcel 032 as stated in Section 66-107(g) of the Putnam County Code of Ordinances.

Motion to approve the requests by Steven A. Rowland, Agent for Norman E. Coleman, Jr., to rezone 8.85 acres at 886 Milledgeville Road from C-1/C-2 to C-2. [Map 087, Part of Parcel 028] and 4.71 acres on Milledgeville Road from C-1/C-2 to C-2. [Map 087, Parcel 029] with the following condition:

- 1. **The developer shall develop and maintain a 50-foot undisturbed buffer or berm along the property lines that abut Map 087, Parcel 032 as stated in Section 66-107(g) of the Putnam County Code of Ordinances.**

Motion made by Commissioner Wooten, Seconded by Commissioner McElhenney.

Voting Yea: Commissioner McElhenney, Commissioner Brown, Commissioner Wooten

7. Request by Steven A. Rowland, agent for Norman E. Coleman to rezone 47.81 acres at 886 Milledgeville Road from C-1/C-2 to AG [Map 087, Part of Parcel 028, District 4]
Staff recommendation was for approval to rezone 47.81 acres at 886 Milledgeville Road from C-1/C-2 to AG. [Map 087, Part of Parcel 028, District 4].

Motion to approve the request by Steven A. Rowland, agent for Norman E. Coleman to rezone 47.81 acres at 886 Milledgeville Road from C-1/C-2 to AG [Map 087, Part of Parcel 028]

Motion made by Commissioner Wooten, Seconded by Commissioner Brown.

Voting Yea: Commissioner McElhenney, Commissioner Brown, Commissioner Wooten

Mill Rate Public Hearing

9. Presentation of Proposed 2023 Mill Rate (staff-CM & Fin)

County Manager Van Haute reviewed the proposed property tax increase. He advised that the board has tentatively adopted a millage rate which will require an increase in property taxes by 7.17 percent. This tentative increase will result in a millage rate of 6.400 mills, an increase of .428 mills. Without this tentative tax increase, the millage rate will be no more than 5.972 mills. The proposed tax increase for a home with a fair market value of \$300,000 is approximately \$47.08 and the proposed tax increase for non-homestead property with a fair market value of \$225,000 is approximately \$38.52.

10. Comments from the Public

Mr. Billy Webster reminded the board that he spoke at the last mill rate public hearing and his opinion is still the same. He commented that the past 6 years had balanced budgets without mill rate increases. He also suggested that the budget public hearing should come before the mill rate public hearing, for future reference.

Mr. Charles Gray commented that property values have increased, and inflation has devastated a lot of budgets. He stated that people on fixed incomes make up a lot of the county and that the board should consider the impact of a tax increase and possibly no tax at all for fixed income families.

Ms. Jennifer Ray commented that the board should sharpen their pencils and work with the money that they have.

Mr. Charles Ray signed in to speak but passed.

11. Comments from Commissioners and/or Staff

None

Budget Public Hearing

12. Presentation of Proposed FY24 Budget (staff-CM & Fin)

County Manager Van Haute presented the proposed FY24 budget at \$25,449,731 with \$258,363 appropriated from the fund balance. He advised that it would be necessary to take \$3.5 million from the fund balance to balance the budget, which could negatively affect our bond rating in the future. He also commented that the Fire Department budget has increased in recent years due to a shortage of volunteers and the need to hire full-time personnel.

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13. Comments from Commissioners and/or Staff

Commissioner Brown thanked County Manager Van Haute for explaining how our budget, fund balance, and bond rating are all connected. He expressed hope that the taxpayers will vote yes on the bond issue for road paving.

14. Comments from the Public

Mr. Tom Thompson reminded the board that he submitted a list of priorities after the last meeting and hoped they were reviewed. He commented that the hospital is second only to public safety and thanked the board for the proposed increase for the hospital. He stressed the need to keep the hospital out of financial distress and asked the board to consider fully funding their budget request.

Mr. Dale Bills echoed Mr. Gray's comments from earlier in the meeting regarding citizens on fixed incomes. He commented that property values and taxes have gone up. He asked the board to be more frugal and cautioned everyone to watch the school board budget as well.

Mr. Charles Ray asked if the documents displayed were available to the public. County Manager Van Haute advised that they are available, and requests could be sent to Finance Director Cook.

Ms. Jennifer Ray suggested the county try harder to get more volunteer firefighters. She commented that everyone is being hit with higher bills and assessments have skyrocketed.

Regular Business Meeting

15. Public Comments

Mr. Don Hill commented on the proposed short term rental ordinances and asked the county to include a short paragraph that addresses homeowners' associations that have covenants that restrict short term rentals.

Mr. Harley Wood commented on short term rentals in the R-1R zoning district.

Ms. Erin Olson questioned the definition of the word "expire" in the proposed new short term rental ordinance. She also suggested a higher application fee and contacting the legislature regarding the hotel-motel tax percentage given to the Chamber of Commerce. She expressed desire to continue the moratorium until District 3 is represented.

Mr. Mike Sleeth commented that short term rentals should never have been allowed in the R-1R zoning district and that 400 total short term rentals are too many.

Mr. Phil Armstrong thanked the board for what they do and expressed concern about short term rentals and covenants. He requested the ordinance include alerts about restrictive covenants.

Mr. Jim Berardicurti commented against the current proposed short term rentals and requested that no decisions be made until District 3 is represented.

Ms. Peggy McWhorter requested a higher license fee for short term rentals and suggested waiting until the new ordinances have proven to work before allowing additional short term rentals. She requested the percentage of short term rentals located on lake properties.

Mr. Stephen Mallinson commented on the negative impact of short term rentals and against the grandfathering of short term rentals in the R-1R zoning district.

Mr. Peter Crocket commented that timing and oversight were not considered during the resurfacing of Old Phoenix Road.

Pastor Joe Ezzard signed in to speak but declined.

16. Consent Agenda

a. Approval of Minutes - August 4, 2023 Regular meeting (staff-CC)

Motion to approve the Consent Agenda

Motion made by Commissioner McElhenney, Seconded by Commissioner Wooten.

Voting Yea: Commissioner McElhenney, Commissioner Brown, Commissioner Wooten

17. Jimmy Davis Park Update (staff-CM)

County Manager Van Haute provided an update on recent work at Jimmy Davis Park.

- Lower parking lot will be paved soon.
- The well is in place and irrigation will be connected to it as soon as power is turned on.
- There has been no interest from local contractors to provide metal fencing. The county will order the material and bring in welders and make it ourselves.
- Security cameras have been installed and are synced with Putnam County Sheriff’s Office and Eatonton Police Department.

Commissioner Brown asked about a donation of picnic tables from the school system. County Manager Van Haute advised they were not suitable for outdoor use.

Reports/Announcements

18. County Manager Report

None

19. County Attorney Report

None

20. Commissioner Announcements

Commissioner McElhenney: thanked everyone for attending tonight and expressed his desire for full house attendance at every meeting. He told the audience that commissioners want to hear from their constituents.

Commissioner Brown: echoed Commissioner McElhenney’s comments and advised that commissioners do research issues and listen to the people.

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Commissioner Wooten: thanked Public Works for all their hard work and advised that they are out now doing storm cleanup. He commented that Putnam County has good employees that need to be paid well. He stressed that there is no internal interest on this board other than doing the right thing for the people of the county. He reminded everyone that the Special Purpose Local Option Sales Tax (SPLOST) is paid by everyone, not just property owners. He stressed that there were no secret meetings held and that he was somewhat offended by those accusations. He thanked everyone for attending and voicing their opinions.

Chairman Sharp: thanked the staff for the marvelous job they do. He also thanked the board for their hard work and thanked the citizens for attending tonight.

Executive Session

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

Executive Session not needed.

22. Reopen meeting following Executive Session

Executive Session not held.

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

Executive Session not held.

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

Executive Session not held.

Closing

25. Adjournment

Motion to adjourn the meeting.

Motion made by Commissioner McElhenney, Seconded by Commissioner Wooten.

Voting Yea: Commissioner McElhenney, Commissioner Brown, Commissioner Wooten

Meeting adjourned at approximately 7:32 p.m.

ATTEST:

Lynn Butterworth
County Clerk

B. W. "Bill" Sharp
Chairman

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PUTNAM COUNTY BOARD OF COMMISSIONERS



117 Putnam Drive, Suite A ♦ Eatonton, GA 31024

Minutes

Friday, August 25, 2023 ♦ 10:00 AM

Putnam County Administration Building – Room 203

The Putnam County Board of Commissioners met on Friday, August 25, 2023 at approximately 10:00 a.m. in the Putnam County Administration Building, 117 Putnam Drive, Room 203, Eatonton, Georgia.

PRESENT

- Chairman Bill Sharp
- Commissioner Gary McElhenney
- Commissioner Daniel Brown
- Commissioner Jeff Wooten

STAFF PRESENT

- County Attorney Adam Nelson
- County Manager Paul Van Haute
- County Clerk Lynn Butterworth
- Deputy County Clerk Donna Todd

Opening

1. 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. Invocation

County Attorney Nelson gave the invocation.

3. Pledge of Allegiance

Commissioner Wooten led the Pledge of Allegiance

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Called Meeting

- 4. Approval of FY24 Budget and Authorization for Chairman to sign 2024 Budget Resolution (staff-CM & Fin)

Mr. Peter Crockett commented on the budgeted amount of short term rental tax going to the Chamber of Commerce.

County Manager Van Haute reviewed the proposed budget.

Motion to approve the FY24 Budget as presented and authorize the Chairman to sign the 2024 Budget Resolution.

Motion made by Commissioner Brown, Seconded by Commissioner McElhenney.

Voting Yea: Commissioner McElhenney, Commissioner Brown, Commissioner Wooten

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

- 5. EPWSA Presentation and possible action (BS)

Mr. Brice Doolittle, ESG Operations Project Manager, presented concepts for review for rebranding the lettering on the elevated water storage tanks. EPWSA (Eatonton Putnam Water and Sewer Authority) preferred the version 1 lettering. The county tank, located behind Central Georgia Technical College, will be painted white with blue letters and the city tank will be silver with blue letters. The county tank will say welcome to Putnam County with EPWSA underneath. The city tank will say Welcome to Eatonton with EPWSA underneath. The City Council liked version 1 as well. The Commissioners also agreed with version 1.

Mr. Doolittle thanked the board for contributing part of Putnam County’s ARPA (American Rescue Plan Act) funds. EPWSA received a \$6.3 million grant for water infrastructure improvements with EPWSA putting in a \$2.2 million match and the county contributing \$600,000 and the City of Eatonton, \$400,000. Mr. Doolittle reviewed the projects for which this grant money will be used. He further reported that since March of 2020, 500 new customers have been added. EPWSA has been working with the city fire department to test fire hydrants and will be fixing the broken ones.

Motion to approve version 1 for water tower lettering.

Motion made by Commissioner Brown, Seconded by Commissioner Wooten.

Voting Yea: Commissioner McElhenney, Commissioner Brown, Commissioner Wooten

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

- 6. Discussion and possible action on Waste Management contract (staff-CM)

County Manager Van Haute advised that increases in cost with Waste Management last year were \$600,000. The county’s contract is set to expire on December 31, 2023, and we must provide a 120 day notice if not planning to renew. County Manager Van Haute requested to put trash service out for bid for a potential opportunity to save money. Waste Management is no longer the only vendor, but they do have the only landfill. A new vendor would use the same terms and conditions as we have now and the same hours for convenience centers.

Motion to authorize staff to request bids on a waste management contract and provide notice to Waste Management.

Motion made by Commissioner McElhenney, Seconded by Commissioner Wooten.

Voting Yea: Commissioner McElhenney, Commissioner Brown, Commissioner Wooten

Closing

7. Adjournment

County Manager Van Haute thanked the board for the smooth budget cycle.

Commissioner McElhenney thanked the staff for the work on the budget and for finding ways to save money.

Commissioner Brown thanked County Manager Van Haute for always looking for ways to save money and get best possible service.

Commissioner Wooten thanked County Manager Van Haute, Finance Director Cook and all involved with the budget process.

Chairman Sharp thanked the staff and commissioners for their work on the budget.

Motion to adjourn the meeting.

Motion made by Commissioner McElhenney, Seconded by Commissioner Wooten.

Voting Yea: Commissioner McElhenney, Commissioner Brown, Commissioner Wooten

Meeting adjourned at approximately 10:41 a.m.

ATTEST:

Lynn Butterworth
County Clerk

B. W. "Bill" Sharp
Chairman



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

August 21, 2023

Mr. Bill Sharp, Chairman
Putnam County Board of Commissioners
117 Putnam Drive
Eatonton, GA 31024

In Re: FTA 5311 – FY2024 Transit Operating, Small and Large Capital, and Mobility Management
Project Number – T007338
Contract Amount - \$166,697.00

Dear Chairman Sharp:

Enclosed for execution by Putnam County Board of Commissioners is an electronic contract for FY2024 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 \$158,057.00 and a local match of 50% in the amount of \$158,057.00. The project also contains 80% federal capital funds in the amount of \$7,680.00, 10% state funds in the amount of \$960.00, and 10% local match in the amount of \$960.00.

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 CFR 4220.1F as it relates to third-party contracting and procurement.*

If you have further questions, please do not hesitate to contact your District PTS/Planner Kim Smith, at 478-247-9199 or KISmith@dot.ga.gov.

Sincerely,

A handwritten signature in black ink that reads 'Patricia Smith'.

Patricia Smith
Transit Program Manager

PS: TH
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: T007338

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 9040.1G , FTA Circular 4220.1F, 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 FY2024 - 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 9040.1G.

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 Board of Commissioners 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 Putnam County Board of Commissioners 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 4220.1F.
- (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.

In Process

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

NA	NA
----	----

(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

2	Acquire Adp Hardware
2	Purchase Communications System
1	Purchase Radios

- (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 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 (d) 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 not permit the use of the PROJECT equipment for political purposes.
- viii. The SPONSOR shall not alter, modify or remove from the PROJECT equipment any part, component, or accessory without written consent from the DEPARTMENT.
- ix. 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 agrees 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.IG 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 SIXTEEN THOUSAND ONE HUNDRED FOURTEEN and 00/100 Dollars (\$316,114.00). 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

FIFTY-EIGHT THOUSAND FIFTY-SEVEN and 00/100 Dollars (\$158,057.00), 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, 2023 and ending June 30, 2024** (“Operating Assistance Period”), as reflected in the final audit, is less than THREE HUNDRED SIXTEEN THOUSAND ONE HUNDRED FOURTEEN and 00/100 Dollars (\$316,114.00), 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 NINE THOUSAND SIX HUNDRED and 00/100 Dollars (\$9,600.00), 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 NINE HUNDRED SIXTY and 00/100 Dollars (\$960.00). The DEPARTMENT'S participation in the acquisition cost of said improvements shall be EIGHT THOUSAND SIX HUNDRED FORTY and 00/100 Dollars (\$8,640.00), 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 01, 2023 and end December 31, 2024** (the “Capital Expenditures Period”).
- (c) The period of performance for eligible capital projects (SMALL CAPITAL ONLY) will begin **July 01, 2023 and end June 30, 2024** (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, 2023 and end June 30, 2024** ("Mobility Management Activities Period").

D. Departmental Obligations

The DEPARTMENT'S maximum obligation, \$166,697.00, 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 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 for 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.

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., (implementing Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 USC 2000e), 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 4220.1F, 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. (b) Participate in Agency's drug and alcohol program established in compliance with 49 CFR 653 and 654.

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 for the PROJECT.

(c) Workmen's Compensation Insurance, "in accordance with the laws of the State of Georgia."

(d) 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.

- (e) Waiver of Subrogation: There is no waiver of subrogation rights by either party with respect to insurance.
- (f) 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 From 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 |

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

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.

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In Process

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:

In Process

Witness: _____

Name: _____

Title: _____

FEDERAL EMPLOYER
IDENTIFICATION NUMBER:

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

DATE: _____

NOTARY PUBLIC SIGNATURE AND SEAL

Name: _____

My Commission Expires: _____

EXHIBIT A - PROJECT SUMMARY
Putnam County Board of Commissioners
PROJECT ID NUMBER: T007338

FY2024 FTA 5311 Rural Transit Operating Assistance
Period of Eligible Expenses - July 1, 2023 - June 30, 2024

SECTION 1							
Item	Description	Scope/ Suffix	FTA ALI Code	Total Cost	Federal Share (50%)	State Share (0%)	Local Share (50%)
1	Operating Assistance up to 50% Federal Share	300-00	300901	\$316,114.00	\$158,057.00		\$158,057.00
	Total Admin & Operating Cost			\$316,114.00	\$158,057.00		\$158,057.00

Funding Distribution	Amount	Fund Sources
Federal (50%)	\$158,057.00	213HA
State (0%)		
Local (50%)	\$158,057.00	453HA
Total Estimated Operating Cost	\$316,114.00	

FTA FAIN Number:	GA-2023-008-00
FTA Project:	GA-2023-008-01-00
FTA PO:	GA-18-X043
Federal Award Date:	05/24/2023

FY2024 FTA 5311 Rural Capital Vehicles Purchases ONLY
Period of Eligible Expenses – July 01, 2023 - December 31, 2024

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

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

FTA FAIN Number:	NA
FTA Project:	NA
FTA PO:	NA
Federal Award Date:	NA

**FY2024 FTA 5311 Rural Capital Purchases Other Than Vehicles
Period of Eligible Expenses – July 01, 2023 - June 30, 2024**

SECTION 3									
Item	Description	Scope/ Suffix	FTA ALI Code	Qty	Unit Cost	Total Cost	Federal Share (80%)	State Share (10%)	Local Share (10%)
1	2-way Radio	116-A6	116203	1	\$2,000.00	\$2,000.00	\$1,600.00	\$200.00	\$200.00
2	Acquire ADP Hardware Purchase	114-A4	114207	2	\$3,200.00	\$6,400.00	\$5,120.00	\$640.00	\$640.00
3	Purchase Communications System	116-A6	116202	2	\$600.00	\$1,200.00	\$960.00	\$120.00	\$120.00
	Total Capital					\$9,600.00	\$7,680.00	\$960.00	\$960.00

Funding Distribution	Amount	Fund Sources
Federal (80%)	\$7,680.00	213HA
State (10%)	\$960.00	013HA
Local (10%)	\$960.00	453HA
Total Project Cost	\$9,600.00	

FTA FAIN Number:	GA-2023-008-00
FTA Project:	GA-2023-008-01-00
FTA PO:	GA-18-X043
Federal Award Date:	5/24/2023

**FY2024 FTA 5311 Rural Transit Mobility Management
Period of Eligible Expenses - July 1, 2023 - June 30, 2024**

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

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

FTA FAIN Number:	NA
FTA Project:	NA
FTA PO:	NA
Federal Award Date:	NA

Project Summary PI#: T007338	Amount
Total Federal Cost - Operating, Capital Rolling Stock, Other Capital, & Mobility Management	\$165,737.00
Total State Cost - Capital Rolling Stock, Other Capital, & Mobility Management	\$960.00
Total Local Cost - Operating	\$158,057.00
Total Local Cost - Capital Rolling Stock, Other Capital, & Mobility Management	\$960.00
Total Project Cost	\$325,714.00

CFDA:	20.509
DUNS#	010112084
SAM ID:	MRB2SWMGPKY9

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

EXHIBIT B
CERTIFICATION OF SPONSOR COMPLIANCE WITH STATE AUDIT REQUIREMENT

I hereby certify that I am the duly authorized representative of _____ 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 _____ 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: T007338 FY2024 SECTION 5311 CAPITAL AND OPERATIONS

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.

E-Verify / Company Identification Number

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

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

DATE: _____

NOTARY PUBLIC SIGNATURE AND SEAL

Name: _____

My Commission Expires: _____

EXHIBIT E

CERTIFICATION OF SPONSOR

I hereby certify that I am the Chairman and duly authorized representative of the Firm _____ 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 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 _____, 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: _____
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 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 _____, 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
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 is 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 person to which 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 is 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 to 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

- (c) 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.

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

In Process

Certificate Of Completion

Envelope Id: 61917429D9734879977721E2ABE2E69E	Status: Sent
Subject: 48400-294-IGOIP2400487/PUTNAM COUNTY	
Source Envelope:	
Document Pages: 42	Signatures: 0
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
EnvelopeId Stamping: Enabled	GDOT DocuSign Admin
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	600 W Peachtree St, NW
	Atlanta, GA 30308
	gdot_contracts@dot.ga.gov
	IP Address: 143.100.53.12

Record Tracking

Status: Original	Holder: GDOT DocuSign Admin	Location: DocuSign
8/21/2023 10:03:36 AM	gdot_contracts@dot.ga.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Georgia Department of Transportation	Location: DocuSign

Signer Events

Signature	Timestamp
Bill Sharp	Sent: 8/21/2023 12:40:37 PM
bsharp@putnamcountyga.us	Viewed: 8/22/2023 8:45:23 AM
Chairman	
Security Level: Email, Account Authentication (None)	
Electronic Record and Signature Disclosure:	
Accepted: 8/22/2023 8:45:23 AM	
ID: 2c28ec96-c603-41e6-9bde-e047c98687eb	

In Process

Lynn Butterworth
 lbutterworth@putnamcountyga.us
 Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
 Accepted: 5/11/2023 11:04:08 AM
 ID: 4eb4e7f3-2c33-4eb0-858d-54d62401b3c2

Stephanie McMullen
 smcmullen@putnamcountyga.us
 Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
 Accepted: 12/6/2022 11:00:33 AM
 ID: dbd439e5-396e-408e-ab96-e812b551e4cf

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

Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Dianne Pounds

dpounds@putnamcountyga.us

Security Level: Email, Account Authentication
(None)

VIEWED

Sent: 8/21/2023 11:42:51 AM

Viewed: 8/21/2023 12:40:36 PM

Using IP Address: 128.92.183.34

Electronic Record and Signature Disclosure:

Accepted: 8/21/2023 12:40:36 PM

ID: 236960aa-476a-4eee-9232-1df9a19e56f7

Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent

Hashed/Encrypted

8/21/2023 11:42:51 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

In Process

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, IS 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. Discussion and possible action on Fire Department boat houses (staff-Fire)



1740 Dawsonville Hwy., Gainesville, GA 30501
 P: 770-536-0189 | F: 770-536-4444
 E-MAIL: SALES@MARTINDOCKSINC.COM
 WWW.MARTINDOCKSINC.COM

Customer Name: Putnam County Fire Department 71
 Chief T. McClain

Permit #:
 Location Code:
 Lake Oconee

NEW DOCK AGREEMENT

This agreement entered August 1, 2023 by and between MARTIN DOCKS, INC, hereinafter referred to as the Party of the First Part, and Putnam County Fire Department, and hereinafter referred to as the Party of the Second Part.

WITNESSETH: It is hereby mutually agreed between the parties that party of the First Part hereby agrees to furnish all material and labor required and necessary to construct the structure as described below for the Party of the Second Part. All legal issues and lawsuits will be handled in the state of GA, County of Hall. It is also mutually agreed between the Parties that this contract is binding, and that the structure described herein shall remain the property of the Party of the First Part until final payment has been made. Party of the Second Part will be responsible for any attorney or collections fees involved with collecting their debt. Party of the Second part is also responsible for all permitting and understands Governing Body regulations for Lake Sidney Lanier or any other body of water and that any deviations from these regulations is the responsibility of the Party of Second Part. Party of Second Part acknowledges that Party of the First Part follows these regulations unless asked to deviate by Party of the Second Part and Party of Second Part will be liable if the requested deviation from the regulations is punishable in any way. Party of the Second Part shall be responsible for all maintenance, upkeep, adjustments, and repairs to final product unless explicitly listed in warranty, guarantee, or separate maintenance contract.

28' x 46' Gable Roof All Aluminum Frame (Enclosed Dock with Metal Siding)	\$	101,267.00
Frame: 10" Aluminum Channel 3/16" Thick with 4" Ribbed Square Tubing Roof Post & 5 Roof Beams		INCL
20' x 42' Gable Roof Built on a 3" in 12" Pitch		INCL
16' 6" Of clearance from water to center of slip entry		INCL
Gables will be () in color		INCL
Walls will be () In Color		INCL
36" Metal Door with Lock	\$	1,000.00
12' x 34' Boat Slip		INCL
Azek Harvest Collection PVC Decking will be (Slate Gray or Brownstone) in color		INCL
Azek Harvest Collection PVC Decking will be installed on the bottom of Dock & Ramp Crossways		INCL
Cable Anchor System: 2-3200# Winches with 125'x5/16" Stainless Steel Cable per winch & 4 Shore Anchors		INCL
Black Vertical Bumpers on poles in slip, sides of dock & Black Corner Bumpers on Lakeside Corners & Entry of slip		INCL
Black Bumper Stripping 4 sides of dock		INCL
Metal siding and Gable Roof Metal will be 26 Gauge		INCL
1- 24" Exhaust Fan Temperature Controled	\$	600.00
6' X 60' Aluminum Bridge Ramp	\$	12,239.00
Pipe Anchor System:2-5"x21' Galv. Poles & 2-3200# Winches with 30'x5/16" SS Cable per winch	\$	3,700.00
12500# Floatair boat lift with 4 Relief hoses for faster let down with (Stainless Steel Hose Covering)	\$	19,500.00
No Power on Dock		
PRICE BELOW INCLUDES TAXES & DELIVERY	Quote Good For 30 Days	INCL

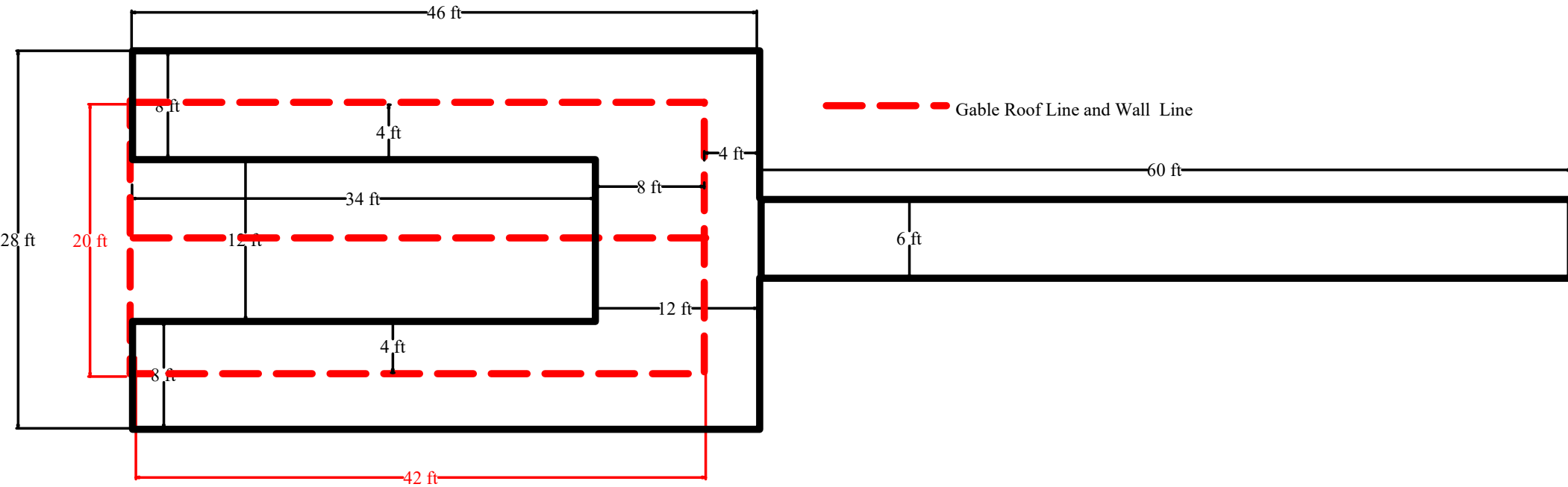
GRAND TOTAL: \$ 138,306.00

Party of the Second Part shall pay \$138,306.00 to Party of the First Part.
 Party of the Second Part hereby agrees to pay a deposit of \$45,000.00.

Deposits are not refundable unless otherwise stated in this contract. Balance is due upon delivery of dock.
 In Witness Whereof, the Parties have hereunto executed this contract in duplicate, each copy to be considered as the original, on the day and year first above written.

 Party of the First Part
 Martin Docks, Inc. Representative

 Party of the Second Part
 Putnam County Fire Department





1740 Dawsonville Hwy., Gainesville, GA 30501
P: 770-536-0189 | F: 770-536-4444
E-MAIL: SALES@MARTINDOCKSINC.COM
WWW.MARTINDOCKSINC.COM

Customer Name: Putnam County Fire Department
Chief T. McClain

Permit #:
Location Code:
Lake Sinclair

NEW DOCK AGREEMENT

This agreement entered August 1, 2023 by and between MARTIN DOCKS, INC, hereinafter referred to as the Party of the First Part, and Putnam County Fire Department, and hereinafter referred to as the Party of the Second Part.

WITNESSETH: It is hereby mutually agreed between the parties that party of the First Part hereby agrees to furnish all material and labor required and necessary to construct the structure as described below for the Party of the Second Part. All legal issues and lawsuits will be handled in the state of GA, County of Hall. It is also mutually agreed between the Parties that this contract is binding, and that the structure described herein shall remain the property of the Party of the First Part until final payment has been made. Party of the Second Part will be responsible for any attorney or collections fees involved with collecting their debt. Party of the Second part is also responsible for all permitting and understands Governing Body regulations for Lake Sidney Lanier or any other body of water and that any deviations from these regulations is the responsibility of the Party of Second Part. Party of Second Part acknowledges that Party of the First Part follows these regulations unless asked to deviate by Party of the Second Part and Party of Second Part will be liable if the requested deviation from the regulations is punishable in any way. Party of the Second Part shall be responsible for all maintenance, upkeep, adjustments, and repairs to final product unless explicitly listed in warranty, guarantee, or separate maintenance contract.

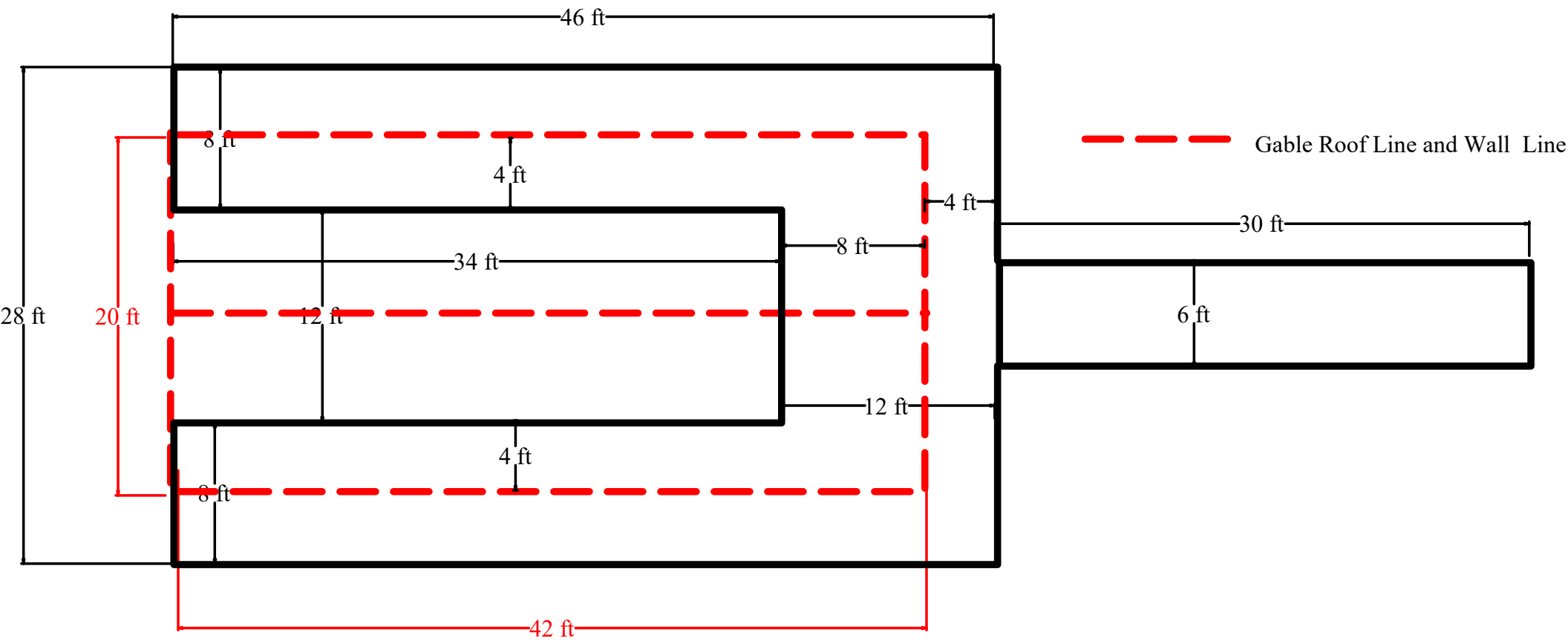
28' x 46' Gable Roof All Aluminum Frame (Enclosed Dock with Metal Siding)	\$ 101,267.00
Frame: 10" Aluminum Channel 3/16" Thick with 4" Ribbed Square Tubing Roof Post & 5 Roof Beams	INCL
20' x 42' Gable Roof Built on a 3" in 12" Pitch	INCL
16' 6" Of clearance from water to center of slip entry	INCL
Gables will be () in color	INCL
Walls will be () In Color	INCL
36" Metal Door with Lock	\$ 1,000.00
12' x 34' Boat Slip	INCL
Azek Harvest Collection PVC Decking will be (Slate Gray or Brownstone) in color	INCL
Azek Harvest Collection PVC Decking will be installed on the bottom of Dock & Ramp Crossways	INCL
Cable Anchor System: 2-3200# Winches with 125'x5/16" Stainless Steel Cable per winch & 4 Shore Anchors	INCL
Black Vertical Bumpers on poles in slip, sides of dock & Black Corner Bumpers on Lakeside Corners & Entry of slip	INCL
Black Bumper Stripping 4 sides of dock	INCL
Metal siding and Gable Roof Metal will be 26 Gauge	INCL
1- 24" Exhaust Fan Temperature Controled	\$ 600.00
6' X 30' Aluminum Bridge Ramp	\$ 6,641.00
Pipe Anchor System:2-5"x21' Galv. Poles & 2-3200# Winches with 30'x5/16" SS Cable per winch	\$ 3,700.00
12500# Floatair boat lift with 4 Relief hoses for faster let down with (Stainless Steel Hose Covering)	\$ 19,500.00
No Power on Dock	
PRICE BELOW INCLUDES TAXES & DELIVERY	Quote Good For 30 Days
	INCL
GRAND TOTAL: \$ 132,708.00	

Party of the Second Part shall pay \$132,708.00 to Party of the First Part.
Party of the Second Part hereby agrees to pay a deposit of \$43,000.00.

Deposits are not refundable unless otherwise stated in this contract. Balance is due upon delivery of dock.
 In Witness Whereof, the Parties have hereunto executed this contract in duplicate, each copy to be considered as the original, on the day and year first above written.

 Party of the First Part
 Martin Docks, Inc. Representative

 Party of the Second Part
 Putnam County Fire Department





File Attachments for Item:

12. Setting of Qualifying Fees for 2023 Special Election (staff-Finance)

Putnam County Finance Department

117 Putnam Drive, Suite A
Eatonton, GA 31024
Phone (706) 485-5826
www.putnamcountyga.us

TO: Putnam County Board of Commissioners

FR: Linda Cook, Finance Director

DT: August 29, 2023

RE: **Establishing Qualifying Fee**

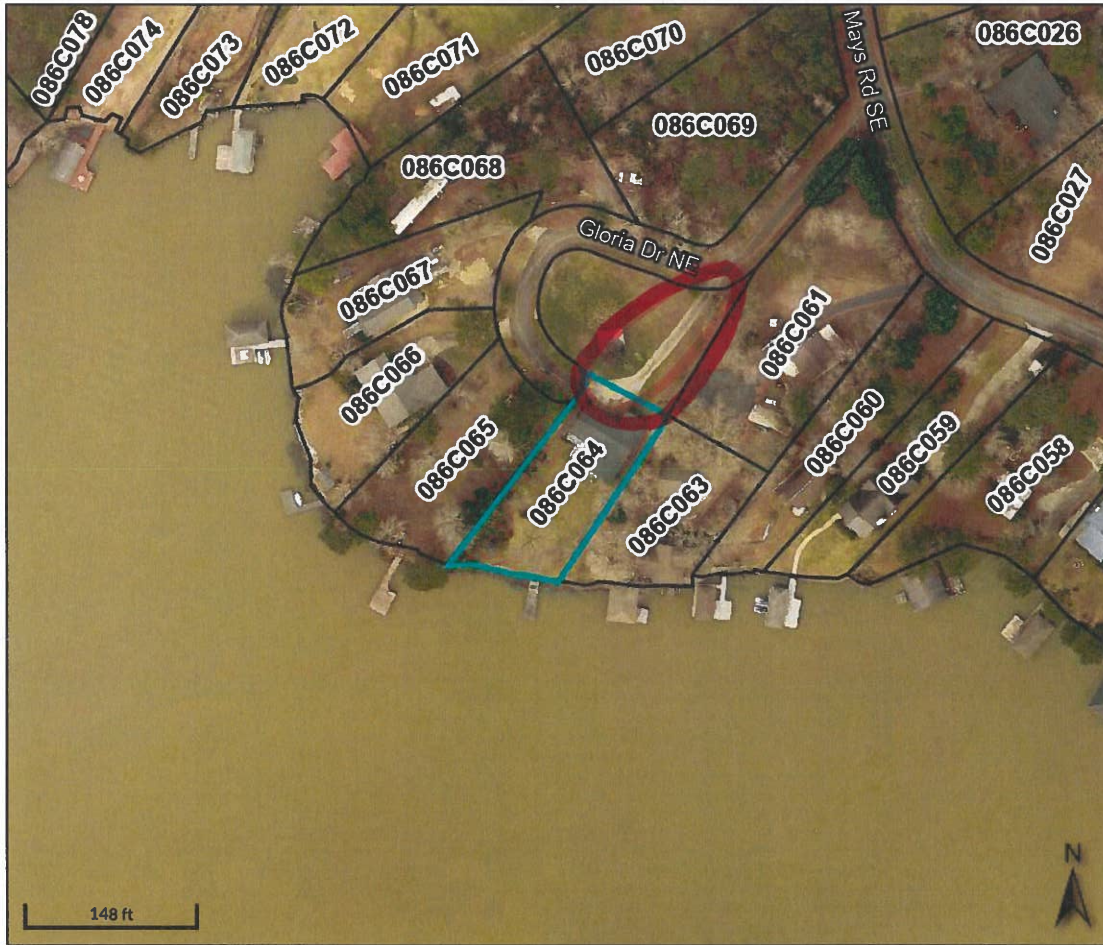
The Board of County Commissioners is required by O.C.G.A. 21-2-131, to fix and publish qualifying fees for county offices for a general primary, nonpartisan election, or general election.

For the offices of members of the county governing authority, or Board of Commissioners, the qualifying fee is 3% of the base salary established by local Act of the General Assembly, and does not include training, supplements, or cost-of-living increases. The supervisor of Elections & Registration has reviewed the following fee.

Position	Term Expires	Base Salary	Qualifying Fee	Notes
District #3 Commissioner	12/31/26	7,800.00	234.00	Local Law (3% of <u>base</u> salary)

File Attachments for Item:

13. Discussion and possible action on 112 Gloria Drive (staff-CM & CA)



Overview



Legend

- City Limit
- Parcels
- Parcel Numbers
- Roads

Parcel ID	086C064	Owner	HARRIS BETTY S	Last 2 Sales			
Real Key / Acct	11500		112 GLORIA DR SE	Date	Price	Reason	Qual
Class Code	Residential		MILLEDGEVILLE, GA 31061	12/15/2020	0	DA	U
Taxing District	PUTNAM	Physical Address	112 GLORIA DR	1/12/1979	0	WD	U
Acres	0.32	Land Value	\$250000				
		Improvement Value	\$186180				
		Accessory Value	\$10318				
		Current Value	\$446498				

(Note: Not to be used on legal documents)

Date created: 8/29/2023
Last Data Uploaded: 8/29/2023 8:36:21 AM

Developed by Schneider
GEOSPATIAL

File Attachments for Item:

14. Ratification of the Board of Education Mill Rate and Authorization for Chairman to sign Tax Levy Resolution (staff-CM & Finance)

2023 Tax Levy- Putnam County Board of Education

WHEREAS, the Putnam County Board of Commissioners sitting for the County purposes has this day met to hear and fix the tax rates for **Putnam County Board of Education**, its maintenance and operation and its bond retirements and

WHEREAS, the governing authority of Putnam County, Georgia has no jurisdiction over the setting of tax levies for Putnam County Board of Education and cannot alter or reset the requested amounts and

WHEREAS, the Putnam County Board of Education in a letter dated August 17, 2023 has requested the 2023 tax levy and

WHEREAS, the tax digest of said County shows taxable property for the year 2023 in the total amount of \$2,141,560,744 for maintenance and operation,

THEREFORE, it is ordered and adjudged that 11.250 mills on each thousand dollars worth of property in both the incorporated and unincorporated areas be and same is hereby levied on the total amount of property, producing a net tax levy of 11.250 mills returned for taxation by the payers of Putnam County for the year 2023, said mills to produce a total revenue of \$24,092,558 for the maintenance and operation for Putnam County Board of Education.

The Tax Commissioner of Putnam County, Georgia, is hereby ordered to levy and collect the above tax rates on the taxable property designated for the year 2023 and for the purpose heretofore set forth, with due date of no later than December 1, 2023.

Witness our hands and official seal this 1st day of September 2023.

PUTNAM COUNTY BOARD OF COMMISSIONERS

Bill Sharp, Chairman

ATTEST:

Lynn Butterworth
Putnam County Clerk



August 22, 2023

MEMORANDUM

TO: Linda Cook
Putnam County Commissioner Office

Pam Lancaster
Putnam County Tax Commissioner

FROM: Coretta Harris
PCBOE Finance Director *CH*

RE: 2023 Millage Rate & Advertisement

Please find enclosed the following:

- Notice of Tax Levy
- Form PT 32.1 Millage Rate Rollback
- Current 2023 Tax Digest and 5 Year History of Levy
- July 27, 2023 Advertisement of Current Tax Digest and Five Year History & Budget
- August 3, 2023 Advertisement of Current Tax Digest and Five Year History & Budget
- Affidavit of Publisher
- Screen Print of District Website posting

Please let me know if you need anything else.



PUTNAM
COUNTY CHARTER SCHOOL SYSTEM

inspire. innovate. excel.

August 22, 2023

To Putnam County Board of Commissioners:

Based on the Net Tax Digest Figures supplied by Mrs. Pamela Lancaster, Putnam County Tax Commissioner, of \$2,141,560,744 for Maintenance and Operation of Schools, the Putnam County Board of Education approved at the August 21, 2023 board meeting a levy in taxes of 11.250 mills for M & O, exclusive of any collection fees, calculated as follows.

Maintenance and Operations of Schools

\$24,092,558 (11.250 mills)

Sincerely,

A handwritten signature in blue ink, appearing to read 'Eric Arena'.

Eric Arena
Superintendent

PT-32.1 - Computation of MILLAGE RATE ROLLBACK AND PERCENTAGE INCREASE IN PROPERTY TAXES - 2023

COUNTY: Putnam TAXING JURISDICTION: School

ENTER VALUES AND MILLAGE RATES FOR THE APPLICABLE TAX YEARS IN YELLOW HIGHLIGHTED BOXES BELOW

DESCRIPTION	2022 DIGEST	REASSESSMENT OF EXISTING REAL PROP	OTHER CHANGES TO TAXABLE DIGEST	2023 DIGEST
REAL	1,993,127,729	377,952,212	124,772,049	2,495,851,990
PERSONAL	124,966,640		29,912,254	154,878,894
MOTOR VEHICLES	11,332,490		228,740	11,561,230
MOBILE HOMES	7,921,026		6,028,852	13,949,878
TIMBER -100%	4,254,512		(1,130,225)	3,124,287
HEAVY DUTY EQUIP	397,715		282,797	680,512
GROSS DIGEST	2,142,000,112	377,952,212	160,094,467	2,680,046,791
EXEMPTIONS	368,890,854	122,915,371	46,679,822	538,486,047
NET DIGEST	1,773,109,258	255,036,841	113,414,645	2,141,560,744
	(PYD)	(RVA)	(NAG)	(CYD)

2022 MILLAGE RATE: 12.900

8888

2023 MILLAGE RATE: 11.250

CALCULATION OF ROLLBACK RATE

DESCRIPTION	ABBREVIATION	AMOUNT	FORMULA
2022 Net Digest	PYD	1,773,109,258	
Net Value Added-Reassessment of Existing Real Property	RVA	255,036,841	
Other Net Changes to Taxable Digest	NAG	113,414,645	
2023 Net Digest	CYD	2,141,560,744	(PYD+RVA+NAG)
2022 Millage Rate	PYM	12.900	PYM
Millage Equivalent of Reassessed Value Added	ME	1.536	(RVA/CYD) * PYM
Rollback Millage Rate for 2023	RR - ROLLBACK RATE	11.364	PYM - ME

CALCULATION OF PERCENTAGE INCREASE IN PROPERTY TAXES

If the 2023 Proposed Millage Rate for this Taxing Jurisdiction exceeds Rollback Millage Rate computed above, this section will automatically calculate the amount of increase in property taxes that is part of the notice required in O.C.G.A. § 48-5-32.1(c) (2)	Rollback Millage Rate	11.364
	2023 Millage Rate	11.250
	Percentage Tax Increase	-1.00%

CERTIFICATIONS

I hereby certify that the amount indicated above is an accurate accounting of the total net assessed value added by the reassessment of existing real property for the tax year for which this rollback millage rate is being computed.

 Chairman, Board of Tax Assessors Date

I hereby certify that the values shown above are an accurate representation of the digest values and exemption amounts for the applicable tax years.

 Tax Collector or Tax Commissioner Date

I hereby certify that the above is a true and correct computation of the rollback millage rate in accordance with O.C.G.A. § 48-5-32.1 for the taxing jurisdiction for tax year 2023 and that the final millage rate set by the authority of this taxing jurisdiction for tax year 2023 is _____

CHECK THE APPROPRIATE PARAGRAPH BELOW THAT APPLIES TO THIS TAXING JURISDICTION

If the final millage rate set by the authority of the taxing jurisdiction for tax year 2023 exceeds the rollback rate, I certify that the required advertisements, notices, and public hearings have been conducted in accordance with O.C.G.A. §§ 48-5-32 and 48-5-32.1 as evidenced by the attached copies of the published "five year history and current digest" advertisement and the "Notice of Intent to Increase Taxes" showing the times and places when and where the required public hearings were held, and a copy of the press release provided to the local media.

If the final millage rate set by the authority of the taxing jurisdiction for tax year 2023 does not exceed the rollback rate, I certify that the required "five year history and current digest" advertisement has been published in accordance with O.C.G.A. § 48-5-32 as evidenced by the attached copy of such advertised report.

 Responsible Party Title Date

File Attachments for Item:

15. Authorization for Chairman to sign Resolution setting 2023 Mill Rate for Incorporated and Unincorporated County Maintenance and Operation (staff-CM & Finance)

2023 TAX LEVY PUTNAM COUNTY, GEORGIA

WHEREAS, the Putnam County Board of Commissioners sitting for county purposes has this day met to fix the tax rates for the maintenance and operation of Putnam County and

WHEREAS, the tax digest of said County shows taxable property for the year 2023 in the total amount of \$2,141,560,744.

THEREFORE, after careful consideration and estimate it is ordered and adjudged as follows.

THAT 8.113 mills on each thousand dollars worth of property in the incorporated and unincorporated area be and the same is hereby assessed and levied on the total amount of property less a roll back for Local Option Sales Tax Proceeds of 1.713 mills producing a net tax levy of 6.400 mills returned for taxation by the payers of Putnam County for the year 2023. Said 6.400 mills to produce a total revenue of \$13,705,989.

The Tax Commissioner of Putnam County, Georgia, is hereby ordered to levy and collect the above tax rates on the taxable property designated for the year 2023 and for the purpose heretofore set forth with due date of no later than December 1, 2023.

Approved and adopted this 1st day of September 2023.

PUTNAM COUNTY BOARD OF COMMISSIONERS

Bill Sharp, Chairman

ATTEST:

Lynn Butterworth
County Clerk

COUNTY MILLAGE RATE CERTIFICATION FOR TAX YEAR 2023

Please provide a copy of this form to your county's Clerk of Superior Court.

<http://www.dor.ga.gov>



COUNTY: _____

Submit original signed copy with digest submission

COLUMN 1	COLUMN 2	COLUMN 3		COLUMN 4	COLUMN 5	COLUMN 6	COLUMN 7	COLUMN 8	COLUMN 9	COLUMN 10
District Number Must be Shown	District Name (Inc, Uninc, School, Special Districts, Etc.)	Mark X if District Falls In Unincorporated Area	Mark X if District Falls In Incorporated Area	Enter Gross Millage Rate Before Rollbacks	Sales Tax Rollback O.C.G.A § 48-8-91	Insurance Premium Rollback O.C.G.A § 33-8-8.3		Net M&O Millage Rate Column 4 less Columns 5, 6 & 7	Enter Bond Millage Rate	Total Millage Rate Column 8 plus Column 9
2	County Wide	X	X	8.113	1.713			6.400	0.000	6.400
3	School	X	X	11.250				11.250	0.000	11.250
	Special Service District	X		0.400				0.400	0.000	0.400

I hereby certify that the rates listed above are the official rates for the Districts indicated for Tax Year 2023

Date

Chairman, Board of County Commissioners

COUNTY: Putnam TAXING JURISDICTION: County

ENTER VALUES AND MILLAGE RATES FOR THE APPLICABLE TAX YEARS IN YELLOW HIGHLIGHTED BOXES BELOW

DESCRIPTION	2022 DIGEST	REASSESSMENT OF EXISTING REAL PROP	OTHER CHANGES TO TAXABLE DIGEST	2023 DIGEST
REAL	1,993,127,729	377,952,212	124,772,049	2,495,851,990
PERSONAL	124,966,640		29,912,254	154,878,894
MOTOR VEHICLES	11,332,490		228,740	11,561,230
MOBILE HOMES	7,921,026		6,028,852	13,949,878
TIMBER -100%	4,254,512		(1,130,225)	3,124,287
HEAVY DUTY EQUIP	397,715		282,797	680,512
GROSS DIGEST	2,142,000,112	377,952,212	160,094,467	2,680,046,791
EXEMPTIONS	368,890,854	122,915,371	46,679,822	538,486,047
NET DIGEST	1,773,109,258	255,036,841	113,414,645	2,141,560,744
	(PYD)	(RVA)	(NAG)	(CYD)
2022 MILLAGE RATE:	6.779		2023 MILLAGE RATE:	6.400

CALCULATION OF ROLLBACK RATE

DESCRIPTION	ABBREVIATION	AMOUNT	FORMULA
2022 Net Digest	PYD	1,773,109,258	
Net Value Added-Reassessment of Existing Real Property	RVA	255,036,841	
Other Net Changes to Taxable Digest	NAG	113,414,645	
2023 Net Digest	CYD	2,141,560,744	(PYD+RVA+NAG)
2022 Millage Rate	PYM	6.779	PYM
Millage Equivalent of Reassessed Value Added	ME	0.807	(RVA/CYD) * PYM
Rollback Millage Rate for 2023	RR - ROLLBACK RATE	5.972	PYM - ME

CALCULATION OF PERCENTAGE INCREASE IN PROPERTY TAXES

If the 2023 Proposed Millage Rate for this Taxing Jurisdiction exceeds Rollback Millage Rate computed above, this section will automatically calculate the amount of increase in property taxes that is part of the notice required in O.C.G.A. § 48-5-32.1(c) (2)	Rollback Millage Rate	5.972
	2023 Millage Rate	6.400
	Percentage Tax Increase	7.17%

CERTIFICATIONS

I hereby certify that the amount indicated above is an accurate accounting of the total net assessed value added by the reassessment of existing real property for the tax year for which this rollback millage rate is being computed.

Chairman, Board of Tax Assessors Date

I hereby certify that the values shown above are an accurate representation of the digest values and exemption amounts for the applicable tax years.

Tax Collector or Tax Commissioner Date

I hereby certify that the above is a true and correct computation of the rollback millage rate in accordance with O.C.G.A. § 48-5-32.1 for the taxing jurisdiction for tax year 2023 and that the final millage rate set by the authority of this taxing jurisdiction for tax year 2023 is _____

CHECK THE APPROPRIATE PARAGRAPH BELOW THAT APPLIES TO THIS TAXING JURISDICTION

If the final millage rate set by the authority of the taxing jurisdiction for tax year 2023 exceeds the rollback rate, I certify that the required advertisements, notices, and public hearings have been conducted in accordance with O.C.G.A. §§ 48-5-32 and 48-5-32.1 as evidenced by the attached copies of the published "five year history and current digest" advertisement and the "Notice of Intent to Increase Taxes" showing the times and places when and where the required public hearings were held, and a copy of the press release provided to the local media.

If the final millage rate set by the authority of the taxing jurisdiction for tax year 2023 does not exceed the rollback rate, I certify that the required "five year history and current digest" advertisement has been published in accordance with O.C.G.A. § 48-5-32 as evidenced by the attached copy of such advertised report.

Responsible Party Title Date

File Attachments for Item:

16. Authorization for Chairman to sign Resolution setting 2023 Mill Rate for Special Service District (staff-CM & Finance)

**2023 TAX LEVY PUTNAM COUNTY, GEORGIA
SPECIAL SERVICE DISTRICT**

WHEREAS, the Putnam County Board of Commissioners sitting for county purposes has this day met to fix the tax rates for the maintenance and operation of Putnam County and

WHEREAS, the tax digest of said County shows taxable property for the year 2023 in the total amount of \$1,984,958,879.

THEREFORE, after careful consideration and estimate it is ordered and adjudged as follows.

THAT .400 mills on each thousand dollars worth of property in the special service district (unincorporated area) be and the same is hereby assessed and levied on the total amount of property producing a net tax levy of .400 mills returned for taxation by the payers of Putnam County for the year 2023. Said .400 mills to produce a total revenue of \$793,984.

The Tax Commissioner of Putnam County, Georgia, is hereby ordered to levy and collect the above tax rates on the taxable property designated for the year 2023 and for the purpose heretofore set forth with due date of no later than December 1, 2023.

Approved and adopted this 1st day of September 2023.

PUTNAM COUNTY BOARD OF COMMISSIONERS

Bill Sharp, Chairman

ATTEST:

Lynn Butterworth
County Clerk