

# PUTNAM COUNTY BOARD OF COMMISSIONERS



117 Putnam Drive, Suite A ♦ Eatonton, GA 31024

## **Agenda**

**Friday, June 7, 2024 ♦ 10:00 AM**

*Putnam County Administration Building – Room 203*

### **Opening**

1. Welcome - Call to Order
2. Approval of Agenda
3. Invocation (CA)
4. Pledge of Allegiance (SH)
5. Special Presentation - Mr. Jayden Daniel has earned the Gold Medal Congressional Award - the highest Congressional honor bestowed on young Americans. Congressman Mike Collins to present.

### **Regular Business Meeting**

6. Public Comments
7. Right of Way request from AT&T to install fiber to the Maddox Station subdivision (staff-PW) (tabled from last meeting)
8. Authorization for Chairman to sign the Georgia Indigent Defense Services Agreement (staff-Fin)
9. BOC District One Election Update - Kim Rudolph
10. Extend Oconee Overlook (Len Resort) agreement 120 days
11. Discussion of HB 1373 (SH)

### **Reports/Announcements**

12. County Manager Report
13. County Attorney Report
14. Commissioner Announcements

### **Closing**

15. 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:**

7. Right of Way request from AT&T to install fiber to the Maddox Station subdivision (staff-PW) (tabled from last meeting)



**Putnam County Board of Commissioners  
Agenda Item Request Form**

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DATE OF MEETING REQUESTED: 05/21/2024

REQUEST BY: Public Works Department

AGENDA ITEM: Right of Way Permit

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AGENDA ITEM TYPE:

- Presentation
  - Discussion
  - Action\*
  - Other (Please Specify) \_\_\_\_\_
- 

\*ACTION REQUESTED: Approve or Disapprove ROW permit submitted by ATT

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SUPPORTING DOCUMENTATION PROVIDED:  Yes  No

BUDGET/FUNDING INFORMATION: \_\_\_\_\_

FACTS AND/OR ISSUES: ATT requesting ROW permit to install additional fiber optic cable along New Phoenix Rd and Old Phoenix Rd in order to service Maddox Station subdivision (currently under construction).

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Official Use Only  
Permit No. \_\_\_\_\_

# PUTNAM COUNTY RIGHT-OF-WAY PERMIT APPLICATION

Date: 05/06/24

CONTRACTOR NAME: \_\_\_\_\_ TELEPHONE NO. \_\_\_\_\_

WORK TO BE DONE ON R.O.W. OF OLD PHOENIX RD AND CREEKSIDE RD

DESCRIPTION OF WORK: A02SRPD AT&T TO LASH NEW 432CT AERIAL FIBER CABLE TO EXISTING STRANDS & PLACE NEW 288CT AERIAL FIBER CABLE ON NEW 10M STRAND, PLACE NEW GUY/ANCHORS, DBORE/TRENCH NEW 432CT, 288CT, 144CT, 72CT & 24CT BURIED FIBER CABLE & NEW 1.5" BURIED INNERDUCT AND PLACE 34 NEW HANDHOLES

DATE WORK TO BEGIN: 05/20/24

COMPLETION DATE: 07/15/24

ANY CRANE/BOOM LIFTING DEVICE OR SCAFFOLDING TO BE USED ON SITE  YES  NO

**IF YES – PLEASE PROVIDE A SKETCH OF LOCATION OF EQUIPMENT & SAFETY MEASURES MUST BE SUBMITTED WITH THIS APPLICATION.**

WORK AREA UNDER THIS PERMIT IS APPROXIMATELY		8208'	LENGTH	_____	WIDTH
DOES YOUR BOND COVER PATCH WORK	<input type="checkbox"/>	YES	<input checked="" type="checkbox"/>	NO	
WILL THIS PERMIT REQUIRE BORING	<input checked="" type="checkbox"/>	YES	<input type="checkbox"/>	NO	
WILL YOU NEED TO CLOSE A ROAD	<input type="checkbox"/>	YES	<input checked="" type="checkbox"/>	NO	
WILL YOU NEED TO CUT A SIDEWALK	<input type="checkbox"/>	YES	<input checked="" type="checkbox"/>	NO	

Note: Permittee shall comply in whole with this permit, which is issued in accordance with PUTNAM COUNTY CODES & ORDINANCES.

The closing of any road requires a sketch to be submitted and alternate route to be approved by the Putnam County Public Works Department.

Applicant: EDWARD MINGE Contact, If not Applicant \_\_\_\_\_

Company Name: AT&T Telephone: 678-917-3750 Fax: \_\_\_\_\_

Mobile Phone: 678-917-3750 Address: 7264 INDUSTRIAL BLVD NE

City: COVINGTON State: GA Zip Code: 30014



OFFICE USE ONLY:  
Payment Received: \$55.00 Date \_\_\_\_\_ Receipt # \_\_\_\_\_

# Right-of-Way Permit

## Putnam County Public Works Department

115 S. Forrest Street

Eatonton, Georgia 31024

706-485-8817

Permit Number: 20240160



**Job Location:**  
**City, State, Zip:** ,  
**APN:**  
**Right of Way:** 80

**Permit Type:** Right of Way Permit  
**Permit #:** 20240160  
**Date Issued:**

**Job Description:** ROW PERMIT -AT THIS TIME-OLD PHOENIX RD AND NEW PHOENIX RD ONLY-OLD PHOENIX RD AERIAL LASHING-NEW PHOENIX RD AERIAL LASHING AND UNDER ROAD BOARDING. A02SRPD AT&T TO LASH NEW 432CT AERIAL FIBER CABLE TO EXISTING STRANDS & PLACE NEW 288CT AERIAL FIBER CABLE ON NEW 10M STRAND, PLACE NEW GUY/ANCHORS, DBORE/TRENCH NEW 432CT, 144CT, 72CT & 24CT BURIED FIBER CABLE & NEW 1.5" BURIED INNERDUCT AND PLACE 34 NEW HANDHOLES -BOND DOES NOT COVER PATCH WORK. -BORING IS REQUIRED -ROAD WILL NEED TO BE CLOSED. -SIDEWALK WILL NOT NEED TO BE CUT.

**Applicant Name:** AT&T  
**Address:** 7264 Industrial Blvd NE  
**City, State, Zip:** Covington, GA 30014  
**Phone:** 678-917-3750  
**Email:** em9957@att.com

**Owner:**  
**Address:**  
**City, State, Zip:** ,  
**Phone:**  
**Email:**

Fee	Amount	Payment Date	Amount
Total Fee: \$0.00		Total Paid: \$0.00	

Putnam County hereby grants this permit to use the county right-of-way along the above-named road for the above stated purpose.

Permittee agrees to abide by all of the rules and regulations of Putnam County during construction and at all times thereafter.

Permittee shall be responsible for placing the right-of-way in like condition as they found it.

Putnam County may cancel this permit at any time for any reason or no reason and shall not be liable for any damages or costs which shall incur.

This permit does not grant any right, title, or interest in the county right-of-way.

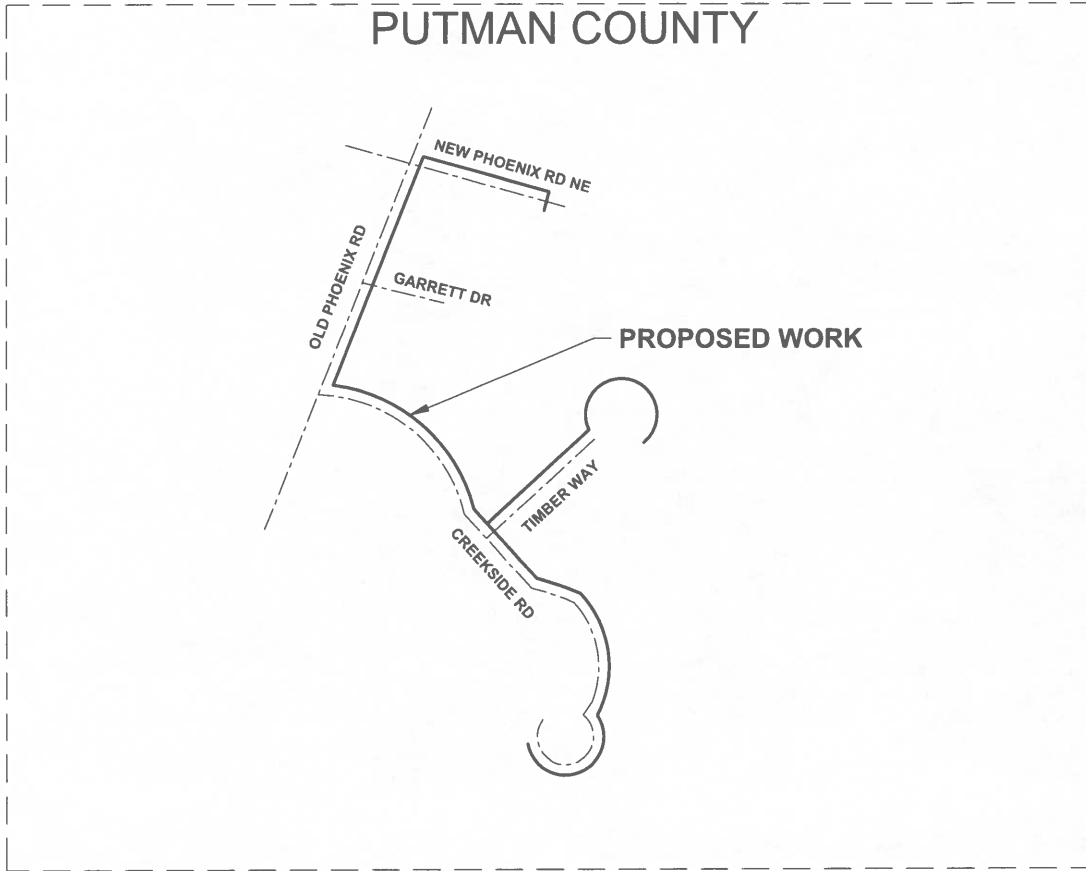
\_\_\_\_\_  
County Official

\_\_\_\_\_  
Date

# VICINITY MAP

NOT TO SCALE

## PUTMAN COUNTY



# SYMBOL LEGEND

Proposed	Existing	Description
		AERIAL CABLE
		BURIED CABLE
		PIPE/CONDUIT
		DBORE
		POWER POLE
		AT&T POLE
		GUY & ANCHOR
		HANDHOLE MANHOLE



**AT&T WILL:**

- NOT CLOSE STREET TO WORK.
- BE RESPONSIBLE FOR TRAFFIC CONTROL.
- RESTORE ANY PRE-CONSTRUCTION CONDITION.
- DO LOCATES FOR OTHER UTILITIES LOCATED IN THE PUBLIC RIGHT-OF-WAY.

ALL TRAFFIC CONTROL TO BE HANDLED IN ACCORDANCE WITH THE LATEST APPROVED EDITION OF THE MUTCD.

**GENERAL NOTE:**

- RIGHT-OF-WAY MEASUREMENTS ARE SHOWN APPROXIMATE AND SHOULD BE FIELD VERIFIED PRIOR TO CONSTRUCTION.

**SCOPE OF WORK:**

**AT&T CONSTRUCTION TO:**

- LASH 972' OF 432CT AERIAL FIBER CABLE TO EXISTING STRAND.
- PLACE 1373' OF 288CT AERIAL FIBER CABLE ON NEW 10M STRAND
- PLACE 2 GUY/ANCHORS
- DBORE/TRENCH 970' OF 432CT BURIED FIBER CABLE.
- DBORE/TRENCH 240' OF 288CT BURIED FIBER CABLE.
- DBORE/TRENCH 971' OF 144CT BURIED FIBER CABLE.
- DBORE/TRENCH 1654' OF 72CT BURIED FIBER CABLE.
- DBORE/TRENCH 398' OF 24CT BURIED FIBER CABLE.
- DBORE/TRENCH 1630' OF 1-1.5" BURIED INNERDUCT.
- PLACE 34 NEW HANDHOLES.
- PURPOSE OF INSTALL IS TO PROVIDE FIBER SERVICE.

- TOTAL FOOTAGE 8208'.

**GEORGIA811**  
[www.Georgia811.com](http://www.Georgia811.com)

Know what's below.  
Call before you dig.

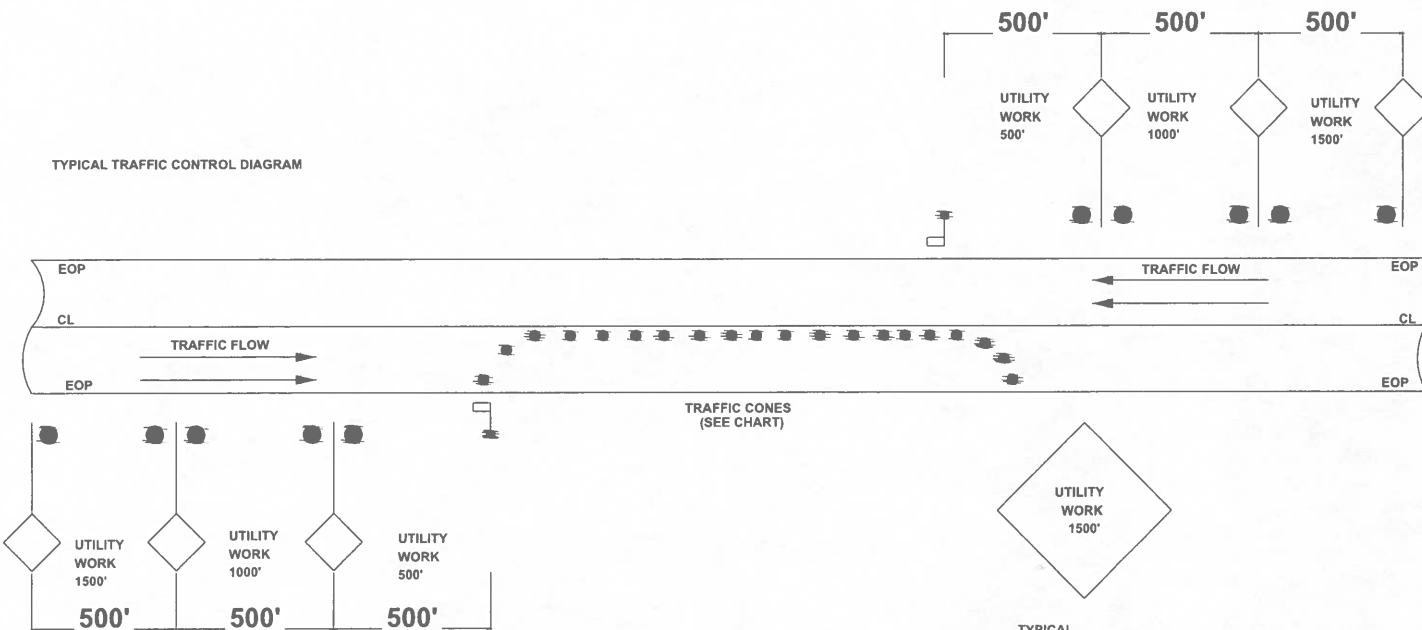
**AT&T**  
 PROPOSED TELEPHONE FACILITIES  
 ON RIGHT OF WAY OF  
 PUTNAM COUNTY

284 NEW PHOENIX RD

NPANNX: 706485  
 Designer: MINGE, EDWARD PATRICK  
 Phone: 678-917-3750  
 Project #: A02SRPD  
 Sheet #: PRINT 1 OF 8



TYPICAL TRAFFIC CONTROL DIAGRAM



TYPICAL  
SIGNS TO BE 48" X 48" W / BLACK LETTERS ON  
ORANGE BACKGROUND

SAFETY FIRST !

POSTED TRAFFIC SPEED (M.P.H)	CONE SPACING (FEET)
15 OR UNDER	10'
20	20'
25	25'
30	30'
35	35'
40	40'
45 OR ABOVE	SAME AS POSTED SPEED

NOTE:

SIGNS TO BE PLACED ON PORTABLE STANDS WITH SAND BAGS TO PREVENT BLOWING OVER & WITH TYPE "B" FLASHER SIGNS TO BE PLACED ON SHOULDER

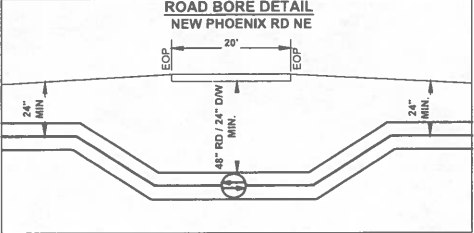
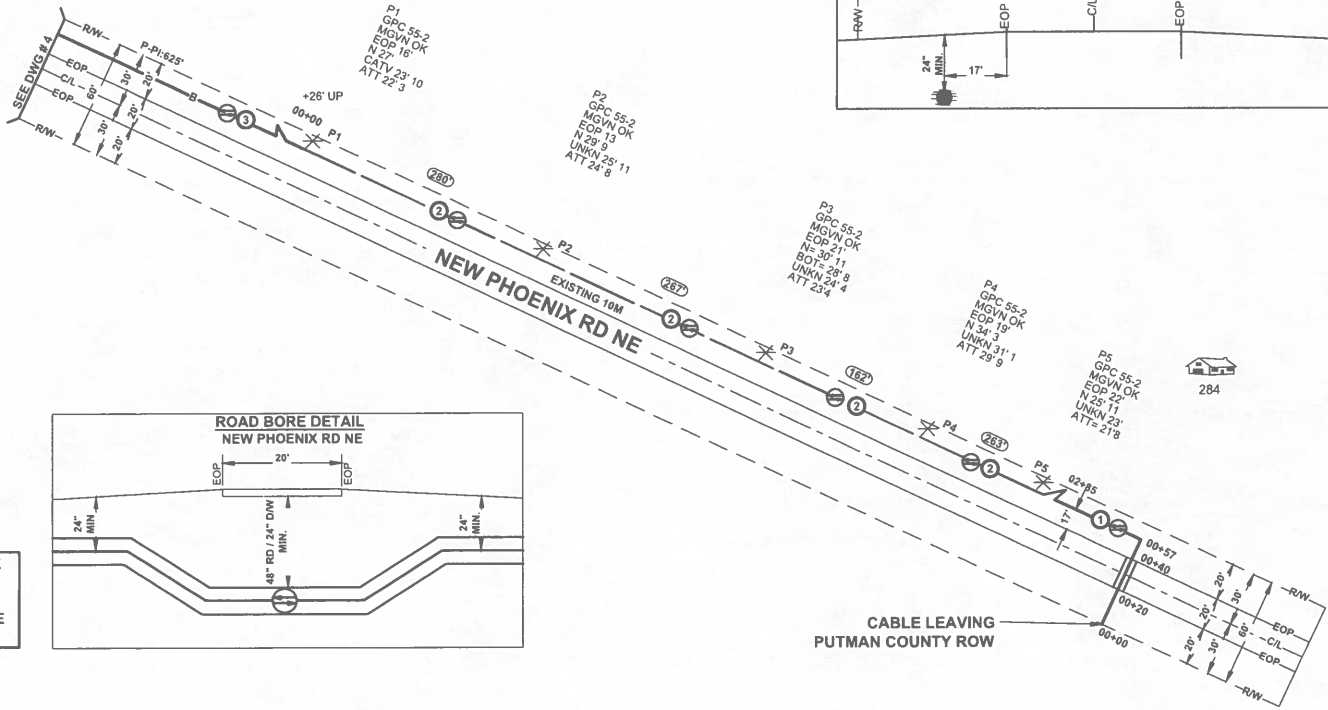
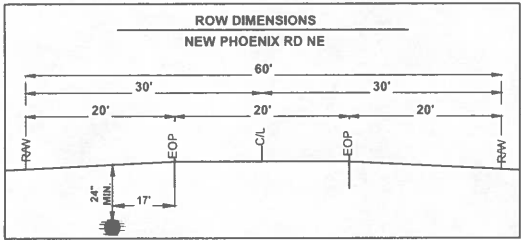
A CERTIFIED FLAGMAN OR POLICEMAN WILL BE EMPLOYED TO DIRECT TRAFFIC FLOW AT EACH WORK LOCATION.

**AT&T**  
 PROPOSED TELEPHONE FACILITIES  
 ON RIGHT OF WAY OF  
 PUTNAM COUNTY  
 284 NEW PHOENIX RD

NPANNX: 706485  
 Designer: MINGE, EDWARD PATRICK  
 Phone: 678-917-3750  
 Project #: A02SRPD  
 Sheet #: PRINT 2 OF 8



- ① PROPOSED 285' OF 432CT BURIED FIBER CABLE
- ② PROPOSED 972' OF 432CT AERIAL FIBER CABLE
- ③ PROPOSED 625' OF 432 CT BURIED FIBER CABLE



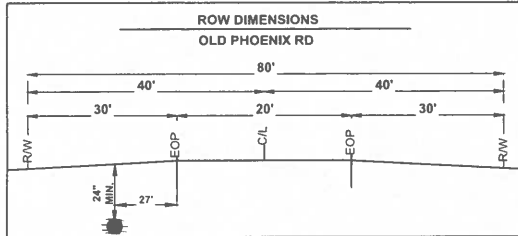
NEW PHOENIX RD NE  
 R/W = 60'  
 EOP TO EOP = 20'  
 PLACE HH'S & CABLE  
 17' FROM EOP

PROPOSED TELEPHONE FACILITIES ON RIGHT OF WAY OF PUTNAM COUNTY	
284 NEW PHOENIX RD	
NPANNX:	706485
Designer:	MINGE, EDWARD PATRICK
Phone:	678-917-3750
Project #:	A02SRPD
Sheet #:	PRINT 3 OF 8



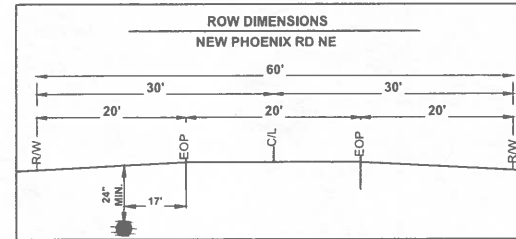
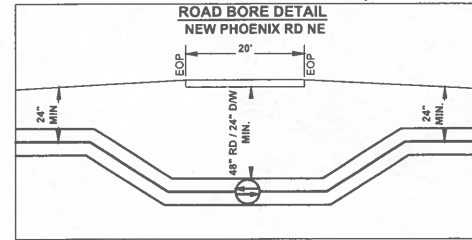
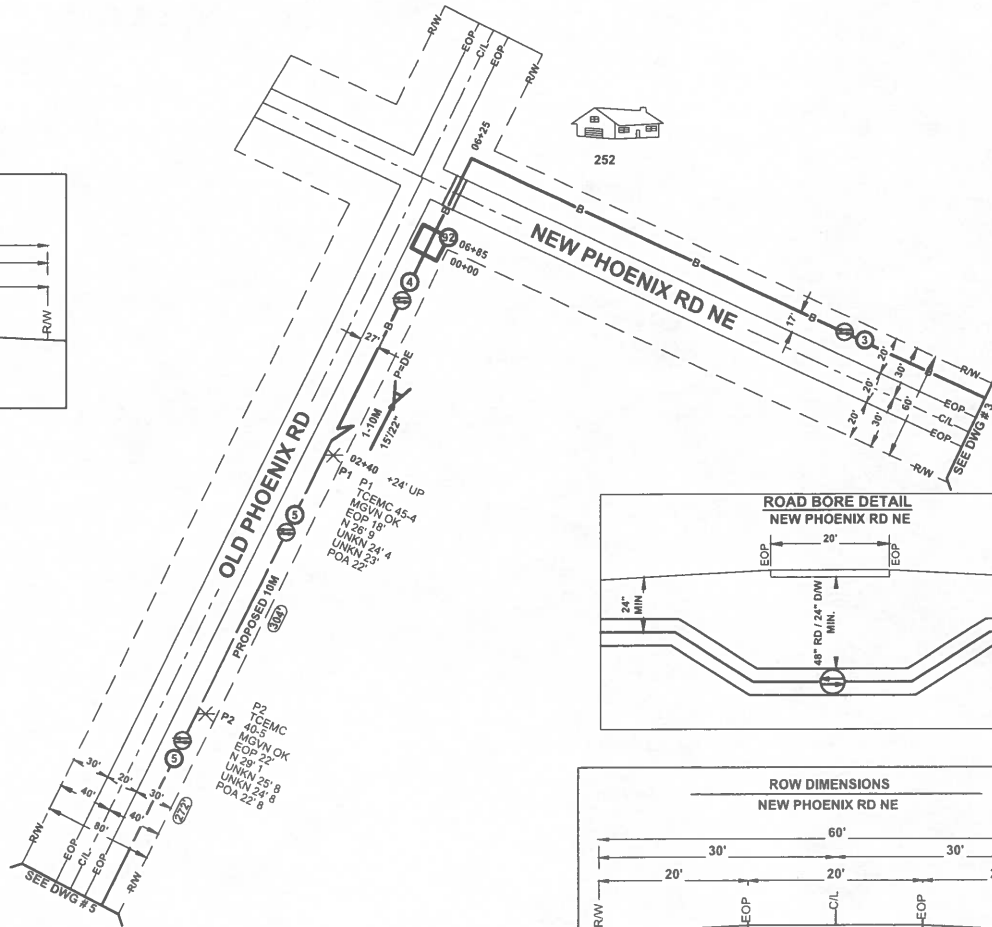


- ③ PROPOSED 60' OF 432 CT BURIED FIBER CABLE
- ④ PROPOSED 240' OF 288 CT BURIED FIBER CABLE
- ⑤ PROPOSED 576' OF 288CT AERIAL FIBER CABLE
- ⑤2 PROPOSED HANDHOLE 30X60



OLD PHOENIX RD  
R/W = 80'  
EOP TO EOP = 20'  
PLACE HH'S & CABLE  
27' FROM EOP

NEW PHOENIX RD NE  
R/W = 60'  
EOP TO EOP = 20'  
PLACE HH'S & CABLE  
17' FROM EOP



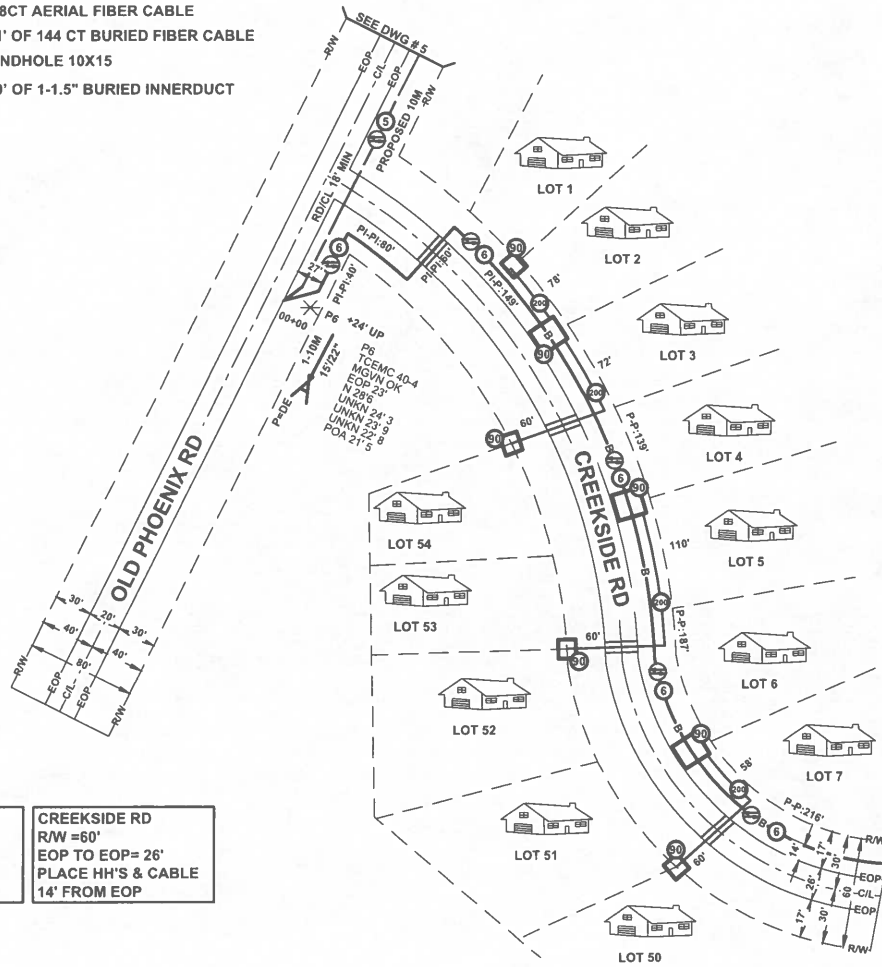
PROPOSED TELEPHONE FACILITIES  
ON RIGHT OF WAY OF  
PUTNAM COUNTY  
  
284 NEW PHOENIX RD

NPANNX: 706485  
Designer: MINGE, EDWARD PATRICK  
Phone: 678-917-3750  
Project #: A02SRPD  
Sheet #: PRINT 4 OF 8

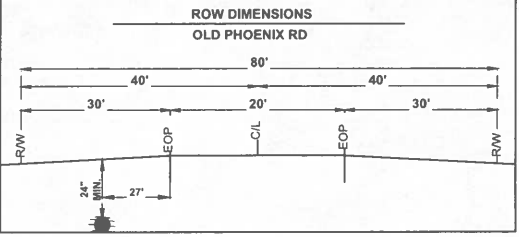
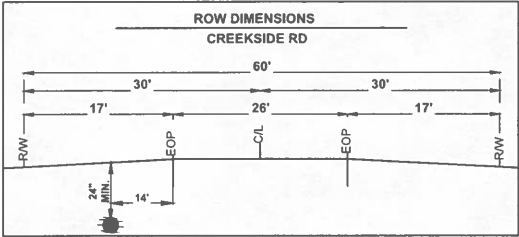
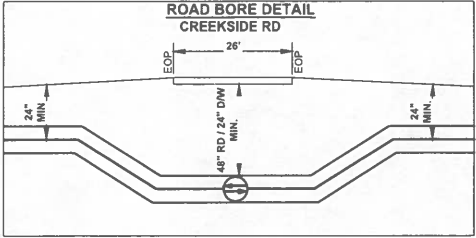
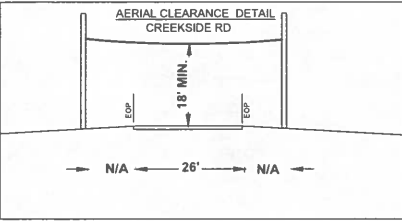




- ⑤ PROPOSED 288CT AERIAL FIBER CABLE
- ⑥ PROPOSED 871' OF 144 CT BURIED FIBER CABLE
- ⑦ PROPOSED HANDHOLE 10X15
- ⑧ PROPOSED 420' OF 1-1.5" BURIED INNERDUCT

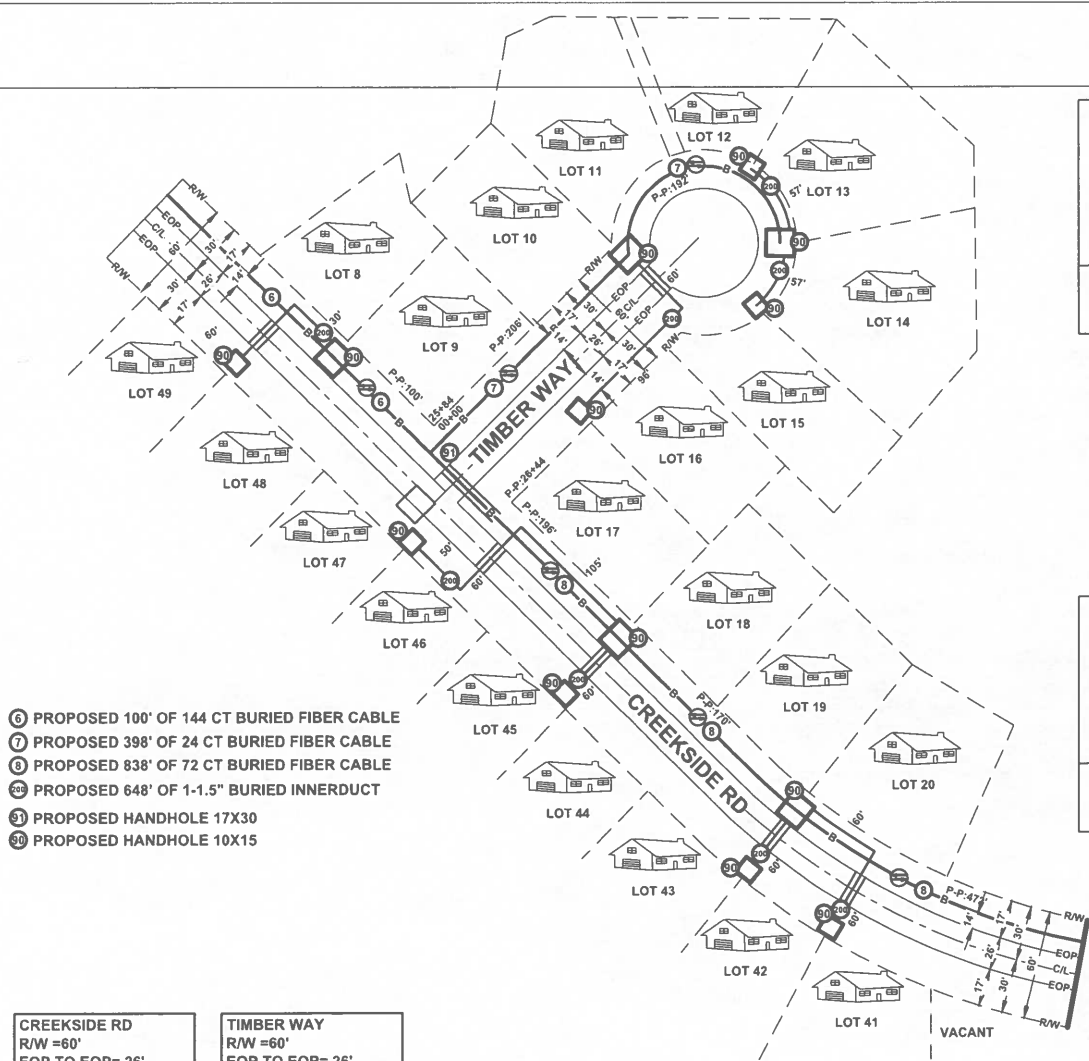


<p><b>OLD PHOENIX RD</b>                  R/W =80'                  EOP TO EOP= 20'                  PLACE CABLE 27'                  FROM EOP</p>	<p><b>CREEKSIDE RD</b>                  R/W =60'                  EOP TO EOP= 26'                  PLACE HH'S &amp; CABLE                  14' FROM EOP</p>
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**AT&T**  
 PROPOSED TELEPHONE FACILITIES  
 ON RIGHT OF WAY OF  
 PUTNAM COUNTY  
 284 NEW PHOENIX RD

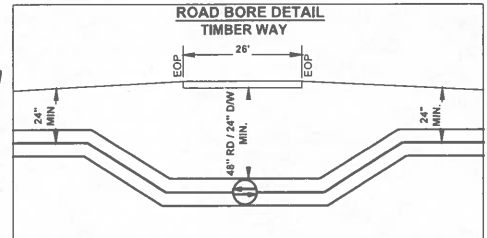
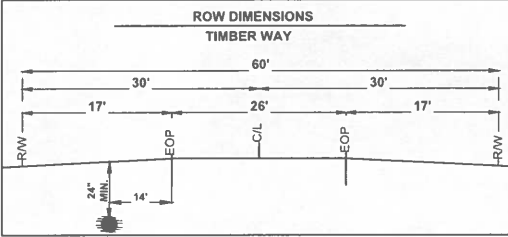
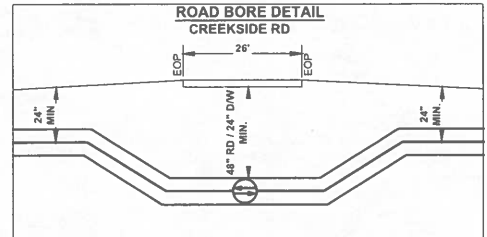
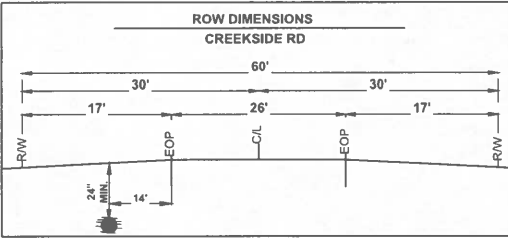
NPANNX:	706485
Designer:	MINGE, EDWARD PATRICK
Phone:	678-917-3750
Project #:	A02SRPD
Sheet #:	PRINT 6 OF 8



- ⑥ PROPOSED 100' OF 144 CT BURIED FIBER CABLE
- ⑦ PROPOSED 398' OF 24 CT BURIED FIBER CABLE
- ⑧ PROPOSED 838' OF 72 CT BURIED FIBER CABLE
- ⑨ PROPOSED 648' OF 1-1.5" BURIED INNERDUCT
- ③ PROPOSED HANDHOLE 17X30
- ⑩ PROPOSED HANDHOLE 10X15

**CREEKSIDE RD**  
 R/W = 60'  
 EOP TO EOP = 26'  
 PLACE HH'S & CABLE  
 14' FROM EOP

**TIMBER WAY**  
 R/W = 60'  
 EOP TO EOP = 26'  
 PLACE HH'S & CABLE  
 14' FROM EOP



**AT&T**

PROPOSED TELEPHONE FACILITIES  
 ON RIGHT OF WAY OF  
 PUTNAM COUNTY

284 NEW PHOENIX RD

NPANNX: 706485

Designer: MINGE, EDWARD PATRICK

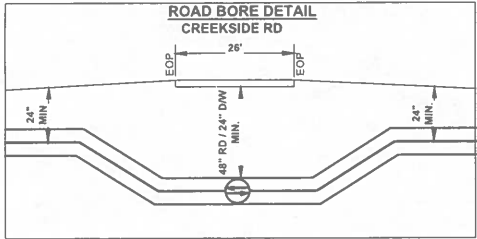
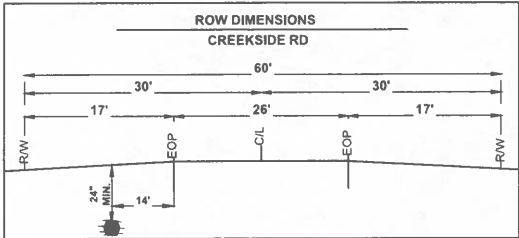
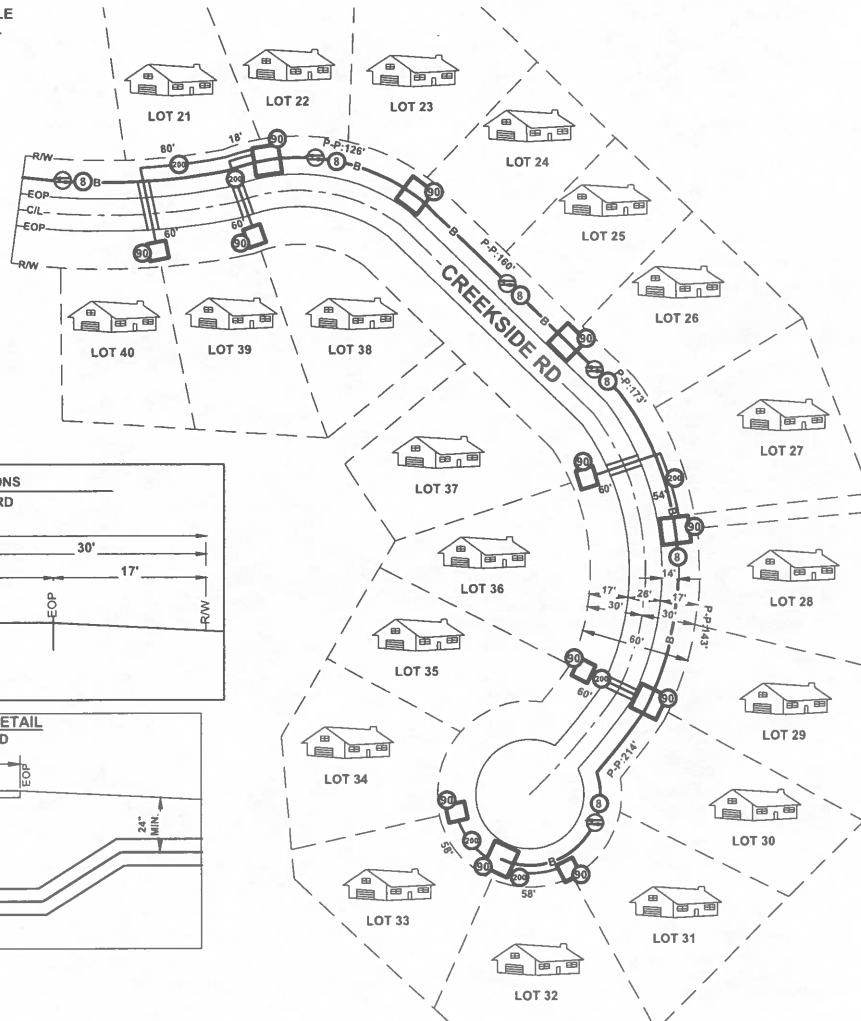
Phone: 678-917-3750

Project #: A02SRPD

Sheet #: PRINT 7 OF 8



- Ⓢ PROPOSED 816' OF 72 CT BURIED FIBER CABLE
- Ⓣ PROPOSED 562' OF 1-1.5" BURIED INNERDUCT
- Ⓢ PROPOSED HANDHOLE 10X15



**CREEKSIDE RD**  
 R/W = 60'  
 EOP TO EOP = 26'  
 PLACE HH'S & CABLE  
 14' FROM EOP

<b>AT&amp;T</b>	
PROPOSED TELEPHONE FACILITIES ON RIGHT OF WAY OF PUTNAM COUNTY	
284 NEW PHOENIX RD	
NPANNX:	706485
Designer:	MINGE, EDWARD PATRICK
Phone:	678-917-3750
Project #:	A02SRPD
Sheet #:	PRINT 8 OF 8

**File Attachments for Item:**

8. Authorization for Chairman to sign the Georgia Indigent Defense Services Agreement (staff-Fin)



## OCMULGEE CIRCUIT PUBLIC DEFENDER'S OFFICE

*In all criminal prosecutions, the accused shall  
enjoy the right ... to the assistance of counsel for his defense.  
U.S. Constitution, Amendment VI*

### Milledgeville Office:

John Bradley, CPD  
Sheri Smith, APD  
Claudia Mitcham, APD  
Keri Thompson, APD  
Bethany Begnaud-  
Stroberg, Attorney,  
Juvenile Court  
Sherri Marshburn,  
Administrative Assistant  
Nancy Gordon  
Administrative Assistant

### P.O. Box 1429

Milledgeville, GA 31059  
Ph. (478)445-8100  
Fax (478)445-8111

### Gray Office:

Kevin D. Ströberg, Chief  
APD  
Thomas O'Donnell, APD  
Leonard D. Myers, Jr., APD  
Tamara Myrick,  
Administrative Assistant

P.O. Box 747  
Gray, GA 31032  
Ph. (478)986-6185  
Fax (478)986-6359

### Greensboro Office:

Charles Taylor, APD  
Ryan Marks, APD  
Brett Colbert,  
Administrative Assistant

113 N Main Street  
Greensboro, GA 30642  
Ph. (706)454-7012  
Fax (706)454-1204

May 21, 2024

Ms. Linda Cook  
Finance Director  
Putnam County Board of Commissioners  
117 Putnam Drive  
Eatonton, GA 31024

Re: Public Defender Budget FY 2025

Greetings Ms. Cook,

Attached is the budget for the Public Defender's Office for FY 2025 that runs from July 1, 2024 to June 30, 2025. The total for Putnam County comes to \$123,940.26 with monthly payments of \$10,328.35. The main reason for the increase from FY 2024 is due to an increase for representation of indigent defendants in Putnam State Court. For years the cost to Putnam County for State Court representation was \$14,400. The Public Defender's Office handles an average of more than 150 cases each year in State Court, including 182 cases in FY 23. We are seeking an increase to \$37,500 for FY 25.

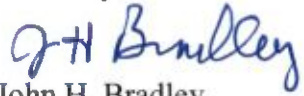
Additionally, due an adjustment based on the census, Putnam County's responsibility for the Public Defender budget increased from 13.07% to 13.48%

The total of \$123,940.26 includes \$86,440.26 for representation of indigent defendants in Putnam County Superior Court and Putnam County Juvenile Court and \$37,500 for representation of indigent defendants in Putnam County State Court. Additionally, our office provides representation of defendants in the Ocmulgee Circuit Adult Treatment Court (ATCC) including both the Drug and Mental Health Courts.

Also enclosed is the contract for indigent defense services for FY 2025. Once the contract is signed please return it to me at P.O. Box 1429, Milledgeville, Georgia

31059 and I will forward it to Atlanta. Please contact me at (478) 445-8100 if you have any questions. Thank you for your support and assistance.

Sincerely,

Handwritten signature of John H. Bradley in blue ink.

John H. Bradley  
Circuit Public Defender



**OCMULGEE CIRCUIT PUBLIC DEFENDER OFFICE**

July 1, 2024 - June 30, 2025

COUNTY FUNDED - Public Defender and Assistants							
Name	#	Salaries	FICA	Retirement	Health Insurance	Unemployment	Total
			7.65% of Salary	32.51% of Salary	29.454% of Salary	\$31 per Position	
<b>TOTAL:</b>	5	\$ 383,040.00	\$ 29,302.56	\$ 124,526.30	\$ 112,820.60	\$ 155.00	\$ 649,844.47

COUNTY FUNDED - Public Defender Administrative							
Name	#	Salaries	FICA	Retirement	Health Insurance	Unemployment	Total
			7.65% of Salary	32.51% of Salary	29.454% of Salary	\$31 per Position	
<b>TOTAL:</b>	2	\$ 83,720.00	\$ 6,404.58	\$ 27,217.37	\$ 24,658.89	\$ 62.00	\$ 142,062.84

COUNTY FUNDED - Office Expenditures			
		Per Month	Annual
Postage	*	\$ 182.41	\$ 2,188.97
Printing, Publications, & Media	*	\$ 152.01	\$ 1,824.14
Supplies & Materials	*	\$ 811.44	\$ 9,737.24
Repairs & Maintenance	*	\$ 273.62	\$ 3,283.45
Rents Other than Real Estate	*	\$ 622.49	\$ 7,469.94
Other Operating	*	\$ 486.44	\$ 5,837.24
Real Estate Rentals	*	\$ 2,400.00	\$ 28,800.00
Professional Services	*	\$ 277.01	\$ 3,324.14
Telecommunications (GTA)	*	\$ 194.57	\$ 2,334.90
Telecommunications (AT&T, etc)	*	\$ 652.90	\$ 7,834.77
Legal Resources	*	\$ 250.00	\$ 3,000.00
<b>TOTAL:</b>		\$ 6,302.90	\$ 75,634.78

TOTAL EXPENDITURES			
		Personnel	Operating
Public Defender and Assistants	*	\$ 649,844.47	
Public Defender Administrative	*	\$ 142,062.84	
LESS: FY 24 Rollover		\$ (63,644.54)	
5% Administrative Fee	*	\$ 39,595.37	
Office Expenditures	*		\$ 75,634.78
4% Administrative Fee	*		\$ 3,025.39
LESS: FY 24 Rollover			\$ (4,500.00)
<b>TOTAL:</b>		\$ 767,858.13	\$ 74,160.17

	Without Offset	With Offset
Total Personnel (without \$200,950 offset)	\$ 566,908.13	\$ 767,858.13
Total Operating Contract	\$ 74,160.17	\$ 74,160.17
	<b>\$ 641,068.30</b>	<b>\$ 842,018.30</b>

BREAKDOWN BY COUNTY			
		Monthly	Annual
Baldwin	25.30%	\$ 26,015.36	\$ 312,184.32
Greene	12.08%	\$ 6,853.71	\$ 82,244.54
Hancock	5.06%	\$ 2,702.08	\$ 32,424.90
Jasper	9.59%	\$ 5,124.79	\$ 61,497.44
Jones	16.89%	\$ 9,743.01	\$ 116,916.14
Morgan	12.51%	\$ 6,683.56	\$ 80,202.68
Putnam	13.48%	\$ 10,328.35	\$ 123,940.26
Wilkinson	5.09%	\$ 2,717.34	\$ 32,608.03
<b>CIRCUIT WIDE TOTAL:</b>	100%	\$ 70,168.19	\$ 842,018.31

OFFSET FUNDS		
County/City	Amount	
Baldwin	\$	150,000.00
Greene	\$	4,800.00
Jones	\$	8,650.00
Putnam	\$	37,500.00
<b>Total</b>	<b>\$</b>	<b>200,950.00</b>

\*Includes salary, benefits and 5% admin fee

BREAKDOWN BY COUNTY (Personnel)			
		Monthly	Annual
Baldwin	25.30%	\$ 24,451.87	\$ 293,422.48
Greene	12.08%	\$ 6,107.13	\$ 73,285.59
Hancock	5.06%	\$ 2,389.49	\$ 28,673.92
Jasper	9.59%	\$ 4,531.94	\$ 54,383.28
Jones	16.89%	\$ 8,699.31	\$ 104,391.68
Morgan	12.51%	\$ 5,910.39	\$ 70,924.66
Putnam	13.48%	\$ 9,495.05	\$ 113,940.65
Wilkinson	5.09%	\$ 2,402.99	\$ 28,835.86
<b>CIRCUIT WIDE TOTAL:</b>	100%	\$ 63,988.18	\$ 767,858.13

ROLLOVER: FY 24 ⇄ FY 25		
County	Amount	%
Baldwin	\$ 19,954.90	31.35%
Greene	\$ 6,088.13	9.57%
Hancock	\$ 3,308.84	5.20%
Jasper	\$ 4,874.99	7.66%
Jones	\$ 10,919.77	17.16%
Morgan	\$ 6,264.59	9.84%
Putnam	\$ 8,878.91	13.95%
Wilkinson	\$ 3,354.40	5.27%
<b>Total</b>	<b>\$ 63,644.54</b>	<b>100.00%</b>

BREAKDOWN BY COUNTY (Operating)			
		Monthly	Annual
Baldwin	25.30%	\$ 1,563.49	\$ 18,761.83
Greene	12.08%	\$ 746.58	\$ 8,958.95
Hancock	5.06%	\$ 312.58	\$ 3,750.98
Jasper	9.59%	\$ 592.85	\$ 7,114.16
Jones	16.89%	\$ 1,043.71	\$ 12,524.46
Morgan	12.51%	\$ 773.17	\$ 9,278.02
Putnam	13.48%	\$ 833.30	\$ 9,999.60
Wilkinson	5.09%	\$ 314.35	\$ 3,772.17
<b>CIRCUIT WIDE TOTAL:</b>	100%	\$ 6,180.01	\$ 74,160.18

ROLLOVER: FY 24 ⇄ FY 25		
County	Amount	%
Baldwin	\$ 1,410.91	31.35%
Greene	\$ 430.46	9.57%
Hancock	\$ 233.95	5.20%
Jasper	\$ 344.69	7.66%
Jones	\$ 772.08	17.16%
Morgan	\$ 442.94	9.84%
Putnam	\$ 627.78	13.95%
Wilkinson	\$ 237.17	5.27%
<b>Total</b>	<b>\$ 4,500.00</b>	<b>100.00%</b>



**GEORGIA INDIGENT DEFENSE SERVICES AGREEMENT**

**THIS AGREEMENT** is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, among the Georgia Public Defender Council (herein referred to as “**GPDC**”), the Circuit Public Defender Office of the Ocmulgee Judicial Circuit (herein referred to as “**the Public Defender Office**”), and the governing authority of Putnam County, body politic and a subdivision of the State of Georgia (herein referred to as “**the County**”) and is effective July 1, 2024.

**WITNESSETH:**

**WHEREAS**, the Public Defender Office, the County, and GPDC enter into this agreement to implement the provisions of the Georgia Indigent Defense Act of 2003, as amended, including the provisions quoted below; and

**WHEREAS**, O.C.G.A. § 17-12-23 (d) provides as follows:

(d) A city or county may contract with the circuit public defender office for the provision of criminal defense for indigent persons accused of violating city or county ordinances or state laws. If a city or county does not contract with the circuit public defender office, the city or county shall be subject to all applicable rules, regulation, policies, and standards adopted by the council for representation of indigent persons in this state; and

**WHEREAS** O.C.G.A. § 17-12-25 (b) provides as follows:

The county or counties comprising the judicial circuit may supplement the salary of the circuit public defender in an amount as is or may be authorized by local Act or in an amount as may be determined by the governing authority of the county or counties, whichever is greater; and

**WHEREAS** O.C.G.A. § 17-12-30 (c) (7) provides as follows:

The governing authority of the county or counties comprising a judicial circuit may supplement the salary or fringe benefits of any state paid position appointed pursuant to this article; and

**WHEREAS** O.C.G.A. § 17-12-34 provides as follows:

The governing authority of the county shall provide, in conjunction and cooperation with the other counties in the judicial circuit and in a pro rata share according to the population of each county, appropriate offices, utilities, telephone expenses, materials, and supplies as may be necessary to equip, maintain, and furnish the office or offices of the circuit public defender in an orderly and efficient manner. The provisions of an office, utilities, telephone expenses, materials, and supplies shall be subject to the budget procedures required by Article 1 of Chapter 81 of Title 36; and

**WHEREAS** O.C.G.A. § 17-12-35 provides as follows:

A circuit public defender office may contract with and may accept funds and grants from any public or private source; and

**WHEREAS**, the County is a body politic, existing and operating under the laws and Constitution of State of Georgia with full power to enter into contracts and agreements with other political entities; and

**WHEREAS**, the Public Defender Office is existing and operating under the laws and Constitution of the State of Georgia with full power to enter into contracts and agreements with other entities; and

**WHEREAS**, the GPDC is existing and operating under the laws and Constitution of the State of Georgia with full power to enter into contracts and agreements with other entities; and

**WHEREAS**, GPDC is the fiscal officer for the Public Defender Office; and

**WHEREAS**, it is the intent of the parties to this agreement to provide for the operation of an indigent defense system to assure that adequate and effective legal representation is provided, independent of political considerations or private interests, to indigent defendants in criminal cases consistent with the standards adopted by the Georgia Public Defender Council. This system and this agreement include the following:

- (1) The provision by the Public Defender Office of the statutorily required services to the County;
- (2) The payment for additional personnel and services by the County;
- (3) The provision by the County of their pro rata share of the costs of appropriate offices, utilities, telephone expenses, materials, and supplies as may be necessary to equip, maintain, and furnish the office or offices of the circuit public defender in an orderly and efficient manner;
- (4) Travel advances and reimbursement of expenses;
- (5) Salary supplements; and
- (6) The provision for other matters necessary to carry out this agreement.

**NOW THEREFORE**, in consideration of the mutual covenants and promises contained in the agreement and for Ten Dollars (\$10) and other good and valuable consideration, **IT IS AGREED AS FOLLOWS:**

**ARTICLE 1**

**STATUTORY PERSONNEL**

**Section 1.01 Statutory Staffing.** The Public Defender Office agrees to provide for the Ocmulgee Judicial Circuit full-time staff for a circuit public defender office or offices consisting of a circuit public defender; an assistant public defender for each superior court judge authorized for the circuit, excluding the chief judge and senior judges; an investigator; and two additional persons to perform administrative, clerical or paraprofessional services.

**Section 1.02 Statutory Services.** The Public Defender Office agrees to provide representation to indigent defendants in the following cases:

- (1) Felony and misdemeanor cases prosecuted in the Superior Court of Putnam County under the laws of the State of Georgia in which there is a possibility that a sentence of imprisonment or probation or suspension of sentence of imprisonment may be adjudged;
- (2) Hearings in the Superior Court of Putnam County on a revocation of probation;



(3) Cases prosecuted in the Juvenile Courts of Putnam County in which a child may face a disposition of a delinquency case of confinement, commitment or probation; and

(4) Direct appeals from a decision in cases described in (1), (2), and (3) above.

**Section 1.03 Conflicts.** The Public Defender Office agrees to provide for legal representation by a qualified attorney who is not an employee of the Public Defender Office in cases described in Section 1.02 in which a Public Defender Office has a conflict of interest.

**ARTICLE 2**

**ADDITIONAL PERSONNEL AND SERVICES**

**Section 2.01 Additional personnel and services.** The Public Defender Office agrees to provide and the County agrees to pay for the services and personnel described in Attachment A. These positions will be funded by the County along with the other counties in the Ocmulgee Judicial Circuit and will be administered by GPDC as contemplated in OCGA § 17-12-32. The parties agree to the terms in Attachment A. Attachment A is incorporated into this agreement by reference. The parties agree to the payment terms in Attachment B. Attachment B is incorporated into this agreement by reference. The amount to be paid includes a 5% administrative services fee. This fee is determined by the total amount for all of the budgeted positions. Any changes to Attachment A shall be made in accordance with Section 5.06 of this agreement. Any additional personnel employed by the Public Defender Office pursuant to this section are full-time state paid employees of the Public Defender Office in the unclassified service of the State Merit System of Personnel Administration with all the benefits provided by law to employees in the unclassified service. The additional personnel serve at the pleasure of the Circuit Public Defender. The parties agree that the employment of additional personnel employed by the Public Defender Office pursuant to this section may be terminated by the Public Defender Office if the County does not pay for the cost of these personnel in advance in accordance with this agreement.

**ARTICLE 3**

**PROVISION BY THE COUNTY OF THEIR PRO RATA SHARE OF THE COSTS OF APPROPRIATE OFFICES, UTILITIES, TELEPHONE EXPENSES, MATERIALS, AND SUPPLIES AS MAY BE NECESSARY TO EQUIP, MAINTAIN, AND FURNISH THE OFFICE OR OFFICES OF THE CIRCUIT PUBLIC DEFENDER.**

**Section 3.01 Office expenses.** In addition to the personnel expenses described in Article 2 and Attachment A, each County agrees to pay its pro rata share of the county funded non-personnel portion of the budget provided in Attachment A, which is the budget for appropriate offices, utilities, telephone expenses, materials, technical support, and supplies to equip, maintain, and furnish the office or offices of the Public Defender Office. The amount of the County’s pro rata share based on population is reflected in Attachment A. The amount to be paid includes a 4% administrative services fee. The funds shall be disbursed in accordance with the procedures outlined in Section 4.01 of this agreement. The parties agree to the terms in Attachment A. Attachment A is incorporated into this agreement by reference. The parties agree to the payment terms in Attachment B. Attachment B is incorporated into this agreement by reference.

**Section 3.02 Administration of Office Expenses.** GPDC agrees to be the fiscal agent for the administration of office expenses. GPDC will process and mail checks in payment of invoices approved by the Circuit Public Defender, drawn on those County funds made payable to vendors at the addresses shown on the invoices. “Payment” for purposes of this agreement means preparation of a check by GPDC in its normal course and procedure and its mailing in properly addressed envelopes with sufficient postage into the United States Mail.

**Section 3.03 Procedure for payment.** The County or the Public Defender Office, or both, will make purchases and enter into financial obligations for office expenses. Upon approval by the Circuit Public Defender, an invoice will be transmitted to GPDC. GPDC shall pay the amount stated on the invoice with funds provided by the County for the purpose of paying for such expenses. The payment of the office expenses under this agreement will be paid only out of County funds supplied to GPDC for the sole purpose of paying for office expenses.

**Section 3.04 Responsibility.** The County will deliver funds to GPDC at its own risk until receipt is acknowledged by GPDC. GPDC's sole duty with regard to County funds, other than their proper expenditure, will be their deposit into a state depository demand account. Interest, if any, will accrue to the general fund of the state treasury. GPDC bears responsibility for properly remitting payment for invoices approved by the Circuit Public Defender provided sufficient from the County exist. The County bears the legal responsibility for any claim that arises from the GPDC's inability to remit payment due to insufficient funds for said office expenses.

**Section 3.05 Limitation of liability.** Under no circumstances shall GPDC be obligated to pay for the office expenses out of funds other than those provided by the County for that purpose. Without limiting the foregoing, GPDC is not obligated to pay for office expenses out of state funds or other funds available to GPDC. GPDC undertakes only to receive funds from the County and to process and mail checks in payment of invoices approved by the Circuit Public Defender. GPDC shall have no further legal obligation in any circumstance or event beyond the amount of funds received from the County for the purpose of paying for office expenses under this agreement. In the event that GPDC fails to make payment on an invoice that has been properly processed and county funds are available, the exclusive remedy for any tort claim against GPDC will be the Georgia Tort Claims Act.

**Section 3.06 Taxes.** The County will pay all taxes lawfully imposed upon it with respect to the office expenses. GPDC makes no representation whatsoever as to the liability or exemption from liability of the County to any tax imposed by any governmental entity.

## ARTICLE 4

### TRAVEL AND REIMBURSEMENT OF EXPENSES

**Section 4.01 Travel and expense reimbursement.** The County agrees to provide travel advances and to reimburse expenses which may be incurred in the performance of the employee's official duties under this agreement by an employee of the Public Defender Office to the extent the expenses are not reimbursed by the state and to the extent the expenses are authorized by the circuit public defender and the County. The County shall provide the Public Defender Office with the information concerning the travel advances and expense reimbursements required by the State Auditor.

## ARTICLE 5

### MISCELLANEOUS

**Section 5.01 Term.** The term of this agreement is one (1) year beginning July 1, 2024 and ending June 30, 2025.

**Section 5.02 Maintenance of effort.** The County agrees that it will continue to fund indigent defense for the term of this agreement, at a minimum, at the level of its most recent budgeted level of funding (the current fiscal year or the planned budget for the next fiscal year if that budget has already been developed) for indigent defense and as part of this support each county agrees to provide the space, equipment and operating expenses necessary to effectively operate the circuit public defender office.

**Section 5.03 Severability.** Any section, subsection, paragraph, term, condition, provision or other part (hereinafter collectively referred to as "part") of this agreement that is judged, held, found, or declared to be voidable, void, invalid, illegal or otherwise not fully enforceable shall not affect any other part of this agreement, and the remainder



of this agreement shall continue to be of full force and effect. Any agreement of the parties to amend, modify, eliminate, or otherwise change any part of this agreement shall not affect any other part of this agreement, and the remainder of this agreement shall continue to be of full force and effect.

**Section 5.04 Cooperation, dispute resolution and jurisdiction.** (a) The Public Defender Office and the County collectively and individually acknowledge that this agreement may need to be revised periodically to address new or unforeseen matters.

(b) Each party to this agreement agrees to cooperate with the other party to effectuate and carry out the intent of this agreement.

(c) This agreement, and the rights and obligations of the parties, are governed by, and subject to and interpreted in accordance with the laws of the State of Georgia. The parties acknowledge and agree that by law, the exclusive jurisdiction for contract actions against the state, departments and agencies of the state, and state authorities is the Superior Court of Fulton County, Georgia. The parties further acknowledge that the Fulton Superior Court has a Court sponsored Arbitration and Mediation Program in which the parties agree to fully participate.

**Section 5.05 Notice.** A notice to a party to this agreement shall be made in writing and shall be delivered by first class mail or personally to the person and at the address indicated below:

**Circuit Public Defender Office of the Ocmulgee Judicial Circuit:**

John Bradley  
Circuit Public Defender  
Post Office Box 747  
Gray, Georgia 31032

**Putnam County:**

Putnam County Board of Commissioners  
117 Putnam Drive, Suite A  
Eatonton, Georgia 31024

**Georgia Public Defender Council:**

Omotayo Alli, Director  
270 Washington Street, Suite 6079  
Atlanta, Georgia 30334

**Section 5.06 Agreement modification.** This agreement, including all Attachments hereto, constitutes the entire agreement between the parties with respect to the subject matter of this agreement and may be altered or amended only by a subsequent written agreement of equal dignity; provided, however, that the parties' representatives identified in Section 5.05 may agree in writing by an exchange of letters or emails prior to the budget revision becoming effective to budget revisions which do not increase or decrease the total dollar value of the agreement. This agreement supersedes all prior agreements, negotiations and communications of whatever type, whether written or oral, between the parties hereto with respect to the subject matter of this agreement. After the agreement has been approved by the Director of the Georgia Public Defender Council, no modifications may be made without prior notice to the Director of the council.

**Section 5.07 Termination.** (a) **Due to non-availability of funds.** In the event that any of the sources of reimbursement for services under this agreement (appropriations from the General Assembly of the State of Georgia, or appropriations from a county governing authority) is reduced during the term of this agreement, the Public Defender Office may make financial and other adjustments to this agreement and notify the County accordingly. An adjustment may be an agreement amendment or may be the termination of the agreement. The certification by the director of the Georgia Public Defender Council of the occurrence of reduction in State funds is

conclusive. The certification of the occurrence of the reduction in county funds by the person designated in Section 5.05 for the receipt of notice for each of the County of the occurrence of the reduction in county funds is conclusive. The County agree to promptly notify the Public Defender Office in writing of the non-existence or insufficiency of funds and the date of termination. The Public Defender Office shall then immediately cease providing the services required hereunder except for any necessary winding down and transition services required under Section 5.08. In lieu of terminating this agreement, the County and the Public Defender Office may make financial and other adjustments to this agreement by amending it pursuant to Section 5.06 .

**(b) For cause.** This agreement may be terminated for cause, in whole or in part, at any time by any party for failure by the other party to substantially perform any of its duties under this agreement. "Cause" means a breach or default of any material obligation hereunder which default is incapable of cure, or which, being capable of cure, has not been cured within 30 days after receipt of notice of such default (or such additional cure period as the non-defaulting party may authorize). Should a party exercise its right to terminate this agreement under this subsection, the termination shall be accomplished in writing and specify the reason and the termination date. In the event of termination under this subsection the Public Defender Office shall submit a final agreement expenditure report containing all charges incurred through and including the termination date to the County no later than 30 days after the effective date of written notice of termination and the County shall pay the amount due within 15 days of the receipt of the final agreement expenditure report. Upon termination of this agreement, the Public Defender Office shall not incur any new obligations after the effective date of the termination, except as required under Section 5.08. The above remedies contained in this subsection are in addition to any other remedies provided by law or the terms of this agreement.

**(c) For Convenience.** This agreement may be cancelled or terminated by either of the parties without cause; however, the party seeking to terminate or cancel this agreement shall give written notice of its intention to do so to the other party at least 60 days prior to the effective date of cancellation or termination.

**(d) Post-termination obligations.** After termination of this agreement pursuant to this Section, the Public Defender Office and the County agree to comply with the provisions of Section 5.08 (b).

**Section 5.08 Cooperation in transition of services. (a) At the beginning of the agreement.** The County agrees upon the beginning of this agreement to cooperate as requested by the Public Defender Office to effectuate the smooth and reasonable transition of services for existing clients, if applicable. This includes but is not limited to the payment for the continuation of representation by current counsel where appropriate or required by law, court rule or the State Bar of Georgia ethical standards or the facilitation of the timely transfer to the Public Defender Office of the client records.

**(b) During or at the end of the agreement.** The Public Defender Office agrees upon termination or expiration of this agreement, in whole or in part, for any reason to cooperate as requested by the County to effectuate the smooth and reasonable transition of services for existing clients. This includes but is not limited to the continuation of representation by Public Defender Office where appropriate or required by law, court rule or the State Bar of Georgia ethical standards or the facilitation of the timely transfer to the County of the client records. The County shall compensate the Public Defender for all post-termination or post-expiration services under this subsection. The Public Defender Office shall submit a monthly expenditure report containing all charges incurred during the preceding month on or before the 5<sup>th</sup> day of each month. The County shall pay the amount due within 15 days of the receipt of the monthly expenditure report. This subsection survives the termination or expiration of the agreement.

**(c) Statutory responsibility continuation.** The Public Defender Office and the County acknowledge that both have responsibilities for indigent defense costs under the Georgia Indigent Defense Act of 2003, as amended and that the termination or expiration of this agreement does not relieve either party of their responsibility under the law.

**Section 5.09 Advance of Funds.** The parties agree that advances of funds cannot remain outstanding following agreement termination or expiration and will be reclaimed. The parties agree that upon termination of this agreement, for any reason, all unexpended and unobligated funds held by the parties revert to the party entitled to the funds. The parties agree to reconcile expenditures against advances of funds within 30 days of termination of this agreement.

**Section 5.10 Time.** Time is of the essence.



IN WITNESS WHEREOF, the parties have each here unto affixed their signatures the day and year written above.

ATTEST:

**Putnam County**

\_\_\_\_\_  
BY: \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Title

ATTEST:

**Circuit Public Defender**

\_\_\_\_\_  
BY: \_\_\_\_\_  
Signature  
Circuit Public  
Defender

ATTEST:

Consented to:

**Georgia Public Defender Council**

\_\_\_\_\_  
BY: \_\_\_\_\_  
Signature  
Director

Ocmulgee Judicial Circuit

ATTACHMENT B – Personnel & Operating Expenditures

Putnam County

July 1, 2024 – June 31, 2025

The County agrees to pay the Public Defender Office \$123,940.26 in 12 monthly installments of \$10,328.35. Installments are due to the Georgia Public Defender Council (GPDC) on the 15<sup>th</sup> of the preceding month beginning on June 15, 2024. Invoices will be sent to the following address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Installments will be paid directly to GPDC at the following address:

GPDC  
Attn: Jason Ring  
270 Washington Street  
Suite 6079  
Atlanta, GA 30334

The Public Defender Office agrees to use these funds for the purpose of paying the salary and benefits for county funded public defenders and assistants (Article 2) in addition to the expenditures necessary to equip, maintain, and furnish the Public Defender Office (Article 3).

These employees provide representation to indigent defendants in Superior Courts and Juvenile delinquency proceedings.

They may also provide legal representation to indigent defendants in State Court of Putnam County in accordance with the additional services provisions set below:

**Definition.** For the purposes of this agreement and this attachment the term “additional services” means services provided by the Public Defender Office in addition to those services that the Public Defender Office is required by law to provide.

**Additional Services.** The Public Defender Office agrees to provide and the County agrees to pay for the additional services described in this attachment. The parties agree to the terms of this attachment and this attachment is incorporated into this agreement by reference. The amount to be paid in this attachment includes a 5% administrative fee. Any additional personnel employed by the Public Defender Office pursuant to this attachment are full-time state paid employees of the Public Defender Office in the unclassified service of the State Merit System of Personnel Administration with all the benefits provided by law to employees in the unclassified service.

**Compliance with Standards.** Subject to the availability of resources, the Public Defender Office agrees to provide the additional services provided for in this attachment in a professional manner consistent with the standards adopted by the Georgia Public Defender Council. In the event the Public Defender Office’s caseload reaches a size that prevents the Public Defender Office from providing the additional services in a manner which meets the standards adopted by the Georgia Public Defender Council, the Public Defender Office may give the County 30 days written notice of its intent to suspend taking new additional services

cases pursuant to this attachment. The provisions of Section 5.08 shall apply during the period of suspension. The Public Defender Office shall give the County 10 days written notice of its intent to lift the suspension of the additional services. At any time during a period of suspension of the additional services up to and including the 5<sup>th</sup> calendar day after the County receives notice from the Public Defender Office of its intent to lift the suspension, the County may elect to terminate the its obligations under this attachment by giving the Public Defender Office written notice thereof; in which event the parties obligations under this attachment immediately terminate subject to the provisions of Section 5.08.

The Public Defender Office agrees to provide representation in the following court:

(a) State Court of Putnam County.

(1) Misdemeanor or ordinance violation cases in which there is a possibility that a sentence of imprisonment or probation or suspension of sentence of imprisonment may be adjudged.

(2) Hearings on a revocation of probation.

Putnam County remains responsible for the cost of providing legal representation by an attorney who is not an employee of the Public Defenders Office in cases where the Circuit Public Defender determines that there may be a conflict of interest.

**File Attachments for Item:**

10. Extend Oconee Overlook (Len Resort) agreement 120 days

**AMENDMENT TO DEVELOPMENT AGREEMENT**

On or about \_\_\_\_\_, 2020, **Putnam County, Georgia**, by and through the Putnam County Board of Commissioners (“County”) and **Oconee Overlook, LLC, Mallard’s Overlook, LLC, Lick Creek Holdings, LLC and HJR Oconee, LLC**, each a Georgia limited liability company (collectively “Developer”) entered into agreement to provide for improvements to a road within the county road system, Collis Road (hereinafter, the “Agreement”); and

WHEREAS, the term of this Agreement ended four years from the effective date, on or about May 28, 2024;

NOW, THEREFORE, for and in consideration of the agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Developer to amend the Agreement as follows:

**2. Term and Effective Date.**

The term of this Agreement, and the terms thereunder, shall be extended 120 days from the original effective date, until \_\_\_\_\_. \_\_\_\_, 2024, unless the Parties complete performance of their respective obligations prior to the end of such term.

All other terms under this Agreement shall remain effective between the Parties.

*[Signatures Pages to Follow]*

**IN WITNESS WHEREOF**, the Parties have executed this Agreement and affixed their corporate seal as of the date indicated below.

Signed, sealed and delivered  
in the presence of:

**PUTNAM COUNTY, GEORGIA** a  
political subdivision of the State of  
Georgia

\_\_\_\_\_  
Unofficial Witness

By:\_\_\_\_\_

Print Name:\_\_\_\_\_

Title:\_\_\_\_\_

\_\_\_\_\_  
Notary Public

Date of Execution by County:

My Commission Expires:\_\_\_\_\_

\_\_\_\_\_, 2024

[NOTARY SEAL]

Signed, sealed and delivered  
in the presence of:

**OCONEE OVERLOOK, LLC**, a  
Georgia limited liability company

\_\_\_\_\_  
Unofficial Witness

By:\_\_\_\_\_

Print Name:\_\_\_\_\_

Title:\_\_\_\_\_

\_\_\_\_\_  
Notary Public

Date of Execution: \_\_\_\_\_,  
2024

My Commission Expires:\_\_\_\_\_

[NOTARY SEAL]

*[Signatures continued from prior page]*

Signed, sealed and delivered  
in the presence of:

**MALLARD’S OVERLOOK, LLC**, a  
Georgia limited liability company

\_\_\_\_\_  
Unofficial Witness

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

Date of Execution: \_\_\_\_\_,  
2024

My Commission Expires: \_\_\_\_\_

[NOTARY SEAL]

Signed, sealed and delivered  
in the presence of:

**LICK CREEK HOLDINGS, LLC**, a  
Georgia limited liability company

\_\_\_\_\_  
Unofficial Witness

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

Date of Execution: \_\_\_\_\_,  
2024

My Commission Expires: \_\_\_\_\_

[NOTARY SEAL]

*[Signatures continued from prior page]*

Signed, sealed and delivered  
in the presence of:

**HJR OCONEE, LLC**, a Georgia limited  
liability company

\_\_\_\_\_  
Unofficial Witness

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

Date of Execution: \_\_\_\_\_,  
2024

My Commission Expires: \_\_\_\_\_

[NOTARY SEAL]



**File Attachments for Item:**

11. Discussion of HB 1373 (SH)

House Bill 1373 (AS PASSED HOUSE AND SENATE)

By: Representatives Rhodes of the 124<sup>th</sup> and Crowe of the 118<sup>th</sup>

A BILL TO BE ENTITLED  
AN ACT

1 To amend an Act creating the Board of Commissioners of Putnam County, approved  
2 September 8, 1879 (Ga. L. 1879, p. 334), as amended, particularly by an Act approved  
3 April 20, 2011 (Ga. L. 2011, p. 3619), so as to revise provisions relating to the compensation  
4 of the chairperson and commissioners; to provide for related matters; to repeal conflicting  
5 laws; and for other purposes.

6 BE IT ENACTED BY THE GENERAL ASSEMBLY OF GEORGIA:

7 **SECTION 1.**

8 An Act creating the Board of Commissioners of Putnam County, approved  
9 September 8, 1879 (Ga. L. 1879, p. 334), as amended, particularly by an Act approved  
10 April 20, 2011 (Ga. L. 2011, p. 3619), is amended by revising the first unnumbered  
11 paragraph of the 1957 amendatory Act, as amended, as follows:

12 "Be it further enacted by the authority aforesaid that the chairperson of the Board of  
13 Commissioners of Putnam County and the other members of said board shall continue to  
14 receive compensation in the same amount such chairperson and other members were  
15 receiving compensation on the day immediately preceding the effective date of this Act

H. B. 1373

- 1 -

16 until such time as such compensation is revised by law. Nothing in this paragraph shall  
17 operate to limit the authority of the board under Code Section 36-5-24 of the O.C.G.A."

18 **SECTION 2.**

19 All laws and parts of laws in conflict with this Act are repealed.