

PUTNAM COUNTY BOARD OF COMMISSIONERS



117 Putnam Drive, Suite A ♦ Eatonton, GA 31024

Agenda

Friday, July 10, 2020 ♦ 9:00 AM

Putnam County Administration Building – Room 203

Opening

1. Welcome - Call to Order
2. Approval of Agenda
3. Invocation
4. Pledge of Allegiance (DB)
5. Special Presentations
 - a. Retirement Proclamation - Everette Bowen
 - b. Chamber of Commerce Tourism Presentation

Code of Ordinances Public Hearing

6. Proposed adoption of changes to the Putnam County Code of Ordinances - Chapter 53 (Solar Energy)

Regular Business Meeting

7. Public Comments
8. Consent Agenda
 - a. Approval of Minutes - June 16, 2020 Regular Meeting (staff-CC)
 - b. Authorization for Chairman to sign Revised Putnam County Transit Procurement Manual (staff-CC/Transit)
9. Request by Canal Wood for Waiver of Interest and Penalties (staff-TC)
10. Request by John Culpepper to appeal the Planning & Zoning Commission decision of June 10, 2020 for a rear yard setback variance at 145 Collis Marina Road (staff-P&D)
11. Request by Pete Wardlaw to appeal the Planning & Zoning Commission decision of June 4, 2020 to rezone 57 acres to RM3 (staff-P&D)
12. Request to begin process to abandon a portion of Little-Minton Road (BW)
13. Authorization for Chairman to sign Memorandum of Understanding between the Board of Regents of the University System of Georgia by and on behalf of the University of Georgia Cooperative Extension and Putnam County (staff-CM)
14. Authorization for staff to schedule a public hearing on proposed changes to the Putnam County Code of Ordinances - Chapter 6 (Alcoholic Beverages) (staff-CC)
15. Discussion and possible action on LMIG roads (staff-CM)
 - a. Approval of change in scope
 - b. Awarding of change order/revised scope to Pittman's contract for LMIG 2020
16. Discussion and possible action on Cabins for Oconee Springs Park (staff-CM)

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.

17. Discussion and possible action regarding the BER office relocation (BW)
18. Consideration and possible action regarding directing staff to initiate rezoning of parcels Map 104B013 & Map 104B014 from RM-2 to R-1 (staff-CA/P&D)
- [19.](#) Set Qualifying Fees for 2020 General Election (staff-CC/Fin)
- [20.](#) Appointment to the Planning and Zoning Commission - District Four (staff-CC)
- [21.](#) Appointment to the Putnam County Department of Family and Children Services Board (staff-CC)
- [22.](#) Recommendations for Appointment to the Central Georgia Region 5 Emergency Medical Services Council (staff-CC)
- [23.](#) Discussion and possible action on Retirement recognitions (staff-CC)

Reports/Announcements

24. County Manager Report
25. County Attorney Report
26. Commissioner Announcements

Closing

27. Adjournment

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File Attachments for Item:

6. Proposed adoption of changes to the Putnam County Code of Ordinances - Chapter 53 (Solar Energy)

EXPLANATION OF DOCUMENTS:

Red language equals added text.

Struck through language equals deleted text.

Chapter 53: Solar Energy**Sec. 53-1 Purpose**

The purpose of this ordinance is to facilitate the siting, construction, installation, and decommissioning of solar energy systems (SEs) in Putnam County in a manner that encourages local economic development and protects the health, safety, and welfare of the citizens of Putnam County and at the same time mitigates any adverse impacts to wildlife, agricultural lands, forests, and other natural landscapes.

The intent of this ordinance is to increase energy security, to promote the use of Georgia-based energy resources, to decrease the cost of energy, to bolster local economic development and employment prospects, to increase consumers' choices in energy consumption, to encourage the use of a renewable energy resource, to support [Georgia's/County's/City's] sustainability agenda, and to reduce air and water pollution.

A solar energy system shall be permitted in any zoning district as an accessory use, subject to specific criteria as set forth below. Where general standards and specific criteria overlap, specific criteria shall supersede general standards.

Sec. 53-2 Definitions

Accessory Use: A subordinate building or use which is customarily incidental to the principal use or building, and which is located on the same lot with the principal use or building, as defined in Section 66-20 of this code.

Battery Back-Up: A battery system that stores electrical energy from a solar PV system, making the electricity available for future use.

Building-Integrated System: Any solar energy system consisting of solar panels that are used to replace conventional building materials in parts of the building envelope or architectural features such as the roof, skylights, windows, awnings, or facades.

Combiner or Junction Box: A unit or device where inputs from multiple strings of solar panels (or micro-inverters) are combined into one output circuit.

Crystalline Silicon Cells: Solar photovoltaic cells fashioned from either mono-crystalline, multi-crystalline, or ribbon silicon capable of converting sunlight into electricity.

Distributed Solar: Any solar energy systems located on-site and designed to serve the energy needs of the building, structure, or facility to which it is connected.

Grid-tied Solar: Any solar PV system that is interconnected with the utility grid via interconnection agreements with the utility.

Electricity Generation (aka production, output): The amount of electric energy produced by transforming other forms of energy, commonly expressed in kilowatt-hours (kWh) or megawatt-hours (MWh).

Electrical Equipment: Any device associated with a solar energy system, such as an inverter, disconnect switch, or rapid shutdown device.

Grid-tied Solar Photovoltaic Systems (aka grid-tied PV, on-grid, grid-connected, utility-interactive, grid-intertied, or grid-direct): Any solar photovoltaic electricity generation systems designed to serve the electricity needs of the building to which it is connected, thus offsetting a home's or business's electricity usage, including, but not limited to PV panels, inverter(s), and required electrical safety equipment.

Ground-Mount System: Any solar energy system that is directly installed on specialized solar racking systems, which are attached to an anchor in the ground.

Hybrid Solar Photovoltaic Systems (aka grid-tied PV with battery back-up): Any solar photovoltaic electricity generation systems designed to serve the electricity needs of the building to which it is connected, thus offsetting a home's or business's electricity usage, while also utilizing a battery back-up in the event of a power outage, including, but not limited to PV panels, inverter(s), and required electrical safety equipment, battery bank, and a charge controller.

Inverter: Any device that converts the Direct Current (DC) electricity produced by a solar photovoltaic system to alternating current (AC).

Mounting: The manner in which solar PV panels are affixed to the roof or ground (i.e. roof mount, ground mount, pole mount, or building integrated).

Net Metering: The billing arrangement that allows electricity customers with grid-connected solar electricity systems to receive credit for any excess electricity generated on-site and provided to the utility grid.

Off-Grid Solar Photovoltaic Systems with Battery Back-Up: Any solar photovoltaic electricity systems designed to operate fully independent from the local utility grid and provide electricity to a home, building, boat, RV, or other independent electrical load, including, but not limited to PV panels, battery bank, a charge controller, inverter(s), required disconnects, and associated electrical safety equipment.

Orientation (or Azimuth): Orientation is the position of an object (such as a solar array) or structure (such as a residential home) in relation to another object (in this case the sun's path through the sky). In the northern hemisphere, true solar south is the optimal direction for maximizing the power output of solar PV. Although, systems can be oriented east, southeast, southwest, and west, while still providing a significant percentage of maximum production, depending on the tilt. Proper

orientation and access to sun are critical for achieving maximum energy production potential.

Passive Solar: Techniques, design, and materials designed to take advantage of the sun's position (and the local climate) throughout the year to heat, cool, and light a building with the sun. Passive solar incorporates the following elements strategically to maximize the solar potential of any home or building (namely, maximizing solar heat gain in winter months and minimizing solar heat gain in summer months to reduce heating/cooling demand; and maximizing the use of daylighting to reduce demand for electricity for lighting): strategic design and architecture, building materials, east-west building lot orientation, windows, landscaping, awnings, and ventilation.

Photovoltaic (PV) System: Any solar energy system that produces electricity by the use of semiconductor devices, called photovoltaic cells, which generate electricity when exposed to sunlight.

Pole-Mount Systems: Any solar energy system that is directly installed on specialized solar racking systems, which are attached to a pole, anchored and firmly affixed to a foundation in the ground.

Power: The rate at which work is performed (the rate of producing, transferring, or using energy).

PV-Direct Systems: Any system designed to only provide electricity when the sun is shining, including, but not limited to PV panels, required electrical safety gear, and wiring.

Racking: Any structural sections of the roof-mounted or pole-mounted systems from which solar energy systems are attached or anchored.

Roof-Mount System (aka rooftop mounted, building mounted): Any solar energy system consisting of solar panels which are installed directly on the roof of a home, commercial building, and/or an accessory structure, such as a garage, pergola, and/or shed.

Solar Access: The ability of one property to continue to receive sunlight across property lines without obstruction from another's property (buildings, foliage or other impediments).

Solar Array: Multiple solar panels combined to create one system.

Solar Collector: Any solar PV cell, panel, or array, or solar thermal collector device, that relies upon solar radiation as an energy source for the generation of electricity or useable heat.

Solar Easement: An easement recorded pursuant to O.C.G.A. § 44-9-20 -§ 44-9-24, the purpose of which is to secure the right to receive sunlight across the real property of another for the continued access to sunlight necessary to operate a solar energy system.

Solar Energy System: Any system capable of collecting and converting solar radiation into heat, mechanical, or electrical energy and transferring these forms of energy to storage or to point of use, including, but not limited to, water heating, space heating or cooling, electric energy generation, or mechanical energy generation. This definition shall include Solar Thermal, Photovoltaic, and Passive Solar Systems.

Solar Energy System, Small-Scale: An Active Solar Energy System that occupies 1,750 square feet of surface area or less (equivalent to a rated nameplate capacity of about 25 kW DC).

Solar Energy System, Medium-Scale: An Active Solar Energy System that occupies more than 1,750 but less than 40,000 square feet of surface area (equivalent to a rated nameplate capacity of about 25 - 550 kW DC).

Solar Energy System, Large-Scale: An Active Solar Energy System that occupies more than 40,000 square feet of surface area (equivalent to a rated nameplate capacity of about 550kW DC or greater).

Solar Farm (aka utility-scale solar): A large-scale solar energy system that is designed to supply electricity directly to the utility grid, typically occupying many acres of land.

Solar Glare: The potential for solar panels to reflect sunlight, with an intensity sufficient to cause annoyance, discomfort, or loss in visual performance and visibility.

Solar Photovoltaic (Solar PV) System: Solar systems consisting of photovoltaic cells, made with semiconducting materials, that produce electricity (in the form of direct current (DC)) when they are exposed to sunlight. A typical PV system consists of PV panels (or modules) that combine to form an array; other system components may include mounting racks and hardware, wiring for electrical connections, and power conditioning equipment, such as an inverter and/or battery.

Solar Panel (or module): A device for the direct conversion of sunlight into useable solar energy (including electricity or heat).

Solar Process Heat: Technologies that provide industrial specific applications, including ventilation air preheating, solar process heating, and solar cooling.

Solar-Ready: The concept of planning and building with the purpose of enabling future use of Solar Energy Systems.

Solar Thermal System (aka Solar Hot Water or Solar Heating Systems): Any solar energy system that directly heats water, air, or other fluid (such as an antifreeze solution) using sunlight.

Thin Film Solar PV: PV cells consisting of thin layer(s) of semiconductor material(s) (such as amorphous silicon, cadmium telluride, copper indium gallium diselenide, among other materials) deposited on a solid substrate, including products such as Solar Modules, rooftop shingles and tiles, building facades, the glazing for skylights, and other building integrated materials.

Tilt: The angle of the solar panels and/or solar collector relative to the horizon. Something lying flat on the ground has a tilt of 0°, a perpendicular wall has a tilt of 90°, and a roof has a tilt equal to its pitch expressed in degrees.

True Solar Noon: When the sun is at its highest during its daily east-west path across the sky (this is also known as 0° Azimuth).

Sec. 53-3 Applicability

- (1) This Ordinance shall apply to all solar systems installed and constructed after the effective date of this Ordinance. For purposes of this Ordinance, "solar energy system" means a solar energy system as defined herein.
- (2) Solar energy systems constructed prior to the effective date of this Ordinance shall not be required to meet the requirements of this Ordinance.
- (3) In addition to the regulations herein provided, all solar energy systems shall be designed, erected, and installed in accordance with any and all applicable local, state, utility, and national codes, regulations, and standards.

Sec. 53-4 Placement by Zoning District

Solar energy systems shall be authorized in the zoning districts of Putnam County as follows:

	All Roof Mounted or building Integrated	Ground or Pole - Small (< 1750 sq. ft.)	Ground - Medium (1750 - 40,000 sq. ft.)	Ground - Large (>40,000 sq. ft.)
A-1 Agricultural	Permitted (Accessory)	Permitted	Permitted	Permitted (Conditional Use)
A-2 Agricultural	Permitted (Accessory)	Permitted	Permitted	Permitted (Conditional Use)
R-1R Single-Family Residential	Permitted (Accessory)	Permitted (Accessory)	Permitted (Conditional Use)	Prohibited
R-1 Single-Family Residential	Permitted (Accessory)	Permitted (Accessory)	Permitted (Conditional Use)	Prohibited

R-2 Single-Family Residential	Permitted (Accessory)	Permitted (Accessory)	Permitted (Conditional Use)	Prohibited
MHP Manufactured Home Park Districts	Permitted (Accessory)	Permitted (Accessory)	Permitted (Conditional Uses)	Prohibited
RM-1 Multi-Family Residential	Permitted (Accessory)	Permitted (Accessory)	Permitted (Conditional Use)	Prohibited
RM-2 Multi-Family Residential	Permitted (Accessory)	Permitted (Accessory)	Permitted (Conditional Use)	Prohibited
	All Roof Mounted	Ground – Small (<1750 sq. ft.)	Ground – Medium (1750 – 40,000 sq. ft.)	Ground – Large (> 40,000 sq. ft.)
RM-3 Multi-Family Residential	Permitted (Accessory)	Permitted (Accessory)	Permitted (Conditional Use)	Prohibited
Village District	Permitted (Accessory)	Permitted (Accessory)	Permitted (Conditional Use)	Prohibited
C-1 Commercial	Permitted	Permitted (Conditional Use)	Prohibited	Prohibited
C-2 Commercial	Permitted	Permitted	Permitted	Permitted (Conditional Use)
C-3 Commercial	Permitted	Permitted	Permitted	Permitted (Conditional Use)
I-M Industrial-Manufacturing	Permitted	Permitted	Permitted	Permitted (Conditional Use)
Public	Permitted	Permitted	Permitted	Permitted

Sec. 53-5 Solar Energy System Requirements

(1) To the extent practicable, and in accordance with Georgia law, the accommodation of solar energy systems and associated equipment, shall be

- encouraged in the application of the various review and approval provisions of the Putnam County Code of Ordinances.
- (2) A solar energy system may provide power for the principal use and/or accessory use of the property on which the solar energy system is located but is not required to do so.
 - (3) The installation and construction of a *roof-mount solar energy system or building-integrated solar energy systems* shall be subject to the following development and design standards:
 - a. A roof, building-mounted, or building-integrated solar energy system may be mounted on a principal or accessory building.
 - b. Any height limitations of the Putnam County Code of Ordinances shall not be applicable to solar collectors, provided that such structures are erected only to such height as is reasonably necessary to accomplish the purpose for which they are intended to serve.
 - c. Placement of solar collectors on flat roofs shall be allowed by right, provided that panels do not extend horizontally past the roofline.
 - (5) The installation and construction of a *ground-mount or pole-mount solar energy system* shall be subject to the following development and design standards:
 - a. The height of the solar collector and any mounts shall not exceed 20 feet when oriented at maximum tilt.
 - b. The surface area of a ground- or pole-mounted system, regardless of the mounted angle, shall be calculated as part of the overall lot coverage.
 - c. The minimum solar energy system setback distance from the property lines shall be equivalent to the building setback requirement of the underlying zoning district.
 - d. All power transmission lines from a ground-mounted solar energy system to any building or other structure shall, be located underground and/or in accordance with the building electrical code as appropriate.
 - (6) The installation and construction of a *solar farm or utility-grade solar energy system* shall be subject to the following development and design standards
 - a. A minimum setback distance of 50 feet from all property boundaries shall be required, with the exception of property boundaries of adjoining parcels that are a part of a single solar farm project, as shown on the site plan. These property boundaries shall not be subject to this setback requirement. In such excepted case, a written waiver approved by the county and signed by the property owner(s) of all adjoining parcels included in the project shall be required.
 - b. Power inverters and other sound producing equipment shall be no less than 150 feet from any dwelling unit at the time of construction/installation.
 - c. All solar energy systems shall be completely enclosed with a minimum of six feet high chain link or security fencing as measured from the natural grade of the fencing perimeter.
 - d. Solar farms shall be constructed with evergreen vegetative screening where existing buffers do not obscure solar energy system perimeters from dwelling units on adjacent parcels at maturity, required vegetative

- screening shall not be less than 15 feet tall, regardless of line-of-sight. Brightly colored signs no smaller than one foot by two feet shall be posted on the fence, tree or permanent post every 100 feet warning of danger and high voltage.
- e. Clearing of natural vegetation shall be limited to that which is necessary for the construction, operation, and maintenance of the ground mounted solar photovoltaic installation and consistent with best practices for the preservation of natural areas or good husbandry of the land or forest.
 - f. The names of the manufacturers, installers, facility owners, and facility operators, and their addresses and phone numbers shall be posted on the required fencing at each entrance of a solar farm.
 - g. All electrical interconnection and distribution lines within a solar farm's boundaries, except for power lines that leave the project or are within the substation, shall be underground, unless the county code enforcement department grants a written exception due to severe environmental constraints.
 - h. Lighting of a solar farm and its accessory structures shall be limited to the minimum reasonably necessary for its safe operation and shall be reasonably shielded from abutting properties. Where feasible, lighting of a solar farm shall be directed downward and shall incorporate full cutoff fixtures to reduce light pollution.
 - i. All solar farms shall have a written emergency response plan that shall be approved by the county's planning and development office, sheriff's office, fire department, and emergency management agency. Each solar farm shall update its emergency response plan no later than January 1 of each year with a copy provided to all departments and agencies named in this subsection. The emergency response plan shall include the following:
 - (1) The phone number, email address, and street address for all manufacturers, installers, owners, and operators; and
 - (2) The phone number, email address, and mailing address for a representative of the solar farm responsible for responding to public inquiries; and
 - (3) The material safety data sheets that apply to any materials on the solar farm; and
 - (4) The clearly marked means and instructions for shutting down the solar photovoltaic installation.
 - j. Any solar farm that has not been in use for a period of 180 consecutive days for its original purpose as approved by the county code enforcement department shall be deemed abandoned and shall not be authorized to recommence operations until a new application and inspection have been completed.
 - k. The owners and operators of a solar farm and the owners of any real property on which it is located shall be jointly responsible for maintaining solar energy farm.
 - l. Permits for solar farms will include a contingent Decommissioning Plan, as specified in Section 53-7 of this Ordinance.
- (7) All electrical equipment associated with, and necessary for the operation of

solar energy systems shall comply with the following:

Electrical equipment shall comply with the setbacks specified Chapter 66-Zoning in the underlying zoning district.

- (8) Solar panel placement should be prioritized to minimize or negate any solar glare onto nearby properties or roadways
- (9) A solar energy system shall not be used to display permanent or temporary advertising, including signage, streamers, pennants, spinners, reflectors, banners, or similar materials. The manufacturers and equipment information, warning, or indication of ownership shall be allowed on any equipment of the solar energy system provided they comply with the prevailing sign regulations.
- (10) A solar energy system shall not be constructed until a building/zoning permit has been approved and issued.

Sec. 53-6. - Application for permit, fee, and revocation of permit. modified

(a) Prior to the operation of any solar farms, the applicant shall submit an application for a solar farm permit on the form prescribed by the Putnam County Planning & Development and shall provide proof of compliance with all standards for solar farms outlined in this article. No solar farm shall commence operations until it has been inspected by the building inspector and obtained the permit required by this section.

(b) An application for a solar farm permit shall be accompanied by a comprehensive site plan for the solar farm, which shall include, but not be limited to:

- (1) Drawings prepared by a professional engineer licensed to practice in Georgia that clearly illustrate the design of the solar farm;
- (2) A project summary;
- (3) General procedures for operation and maintenance of the installation;
- (4) Measures for maintaining safe access to the installation;
- (5) Electrical schematics,
- (6) Soil erosion and sediment control;
- (7) Landscape plans;
- (8) Temporary or permanent roads or driveways;
- (9) Grading;
- (10) Vegetation clearing and planting and mitigation or screening with vegetation, structures, or fences;
- (11) Exterior lighting and any screening.

(c) An application for a solar farm permit shall be accompanied by a decommissioning and restoration plan that describes the anticipated life of the solar project, the parties responsible for the decommissioning and restoration, the estimated decommissioning and restoration costs, the amount by which such costs were reduced due to the recyclable value of any materials, and the method for ensuring that funds will be available for decommissioning and restoration of the real property. The decommissioning

and restoration plan must be prepared by a professional engineer duly licensed by the State of Georgia.

- (d) An application for a solar farm permit shall be accompanied by a bond ensuring that funds will be available for decommissioning the solar farm and reasonably restoring the site to its natural condition. The bond shall be in the form of cash or surety from a bonding company qualified to transact business in the State of Georgia and acceptable to the Putnam County Board of Commissioners. The bond shall be payable to Putnam County in an amount determined by the county's engineer to be reasonably sufficient to cover removal of the solar farm in its entirety and reasonable restoration of the site to its natural condition. The bond shall be maintained as long as the solar farm exists, regardless of whether it is actively operating. If the bond is not maintained as provided herein, Putnam County may call the bond and use the proceeds to remove the solar farm in its entirety and to reasonably restore the site to its natural condition. The bond may be released or returned when the director of planning and development determines in its reasonable discretion that the decommissioning of the solar farm has been completed in accordance with all applicable ordinances and federal and state laws.
- (e) At the time of application, each applicant shall pay a non-refundable permit fee in the amount established by the Putnam County Planning & Development schedule of fees.
- (f) A permit may be revoked by the Putnam County Planning & Development for any solar farm which is not in full compliance with this article. Prior to revoking the permit, the Putnam County Code Enforcement Officer shall provide three calendar days' written notice of any deficiencies to the solar farm owner or operator via U.S. Mail, overnight delivery, or hand delivery. If the deficiencies are not corrected within those three days, the director of planning & development or designee may revoke the solar farm's permit and require the solar farm to submit a new application before recommencing operations.

Sec. 53-7 Safety and Inspections

- (1) The design of the solar energy system shall conform to applicable local, state and national codes, regulations, and standards. A building permit, reviewed by department staff, shall be obtained for a solar energy system. All design and installation work shall comply with all applicable provisions in the versions of the National Electric Code (NEC), the International Residential Code (IRC), International Commercial Building Code, International or Fire Code including any state or local amendments that are enforced at the time of permit review, and any additional requirements set forth by the local utility.
- (2) *Emergency Access* – Roof-mounted solar energy systems shall be located in such a manner as to ensure emergency access to the roof, provide pathways to specific areas of the roof, provide for smoke ventilation opportunities, and provide emergency egress from the roof.

- (3) The solar energy system shall comply with all applicable Putnam County Code of Ordinances so as to ensure the structural integrity of such solar energy system. The existing roof structure and the weight of the solar energy system shall be taken into consideration when applying for a solar energy system permit.
- (4) Prior to operation, electrical connections must be inspected by an appropriate electrical inspection person or agency, as determined by the Planning director.
- (5) Any connection to the public utility grid must be approved by the appropriate public utility.
- (6) If batteries are included as part of the solar collector system, they must be installed according to all requirements set forth in the versions of the National Electric Code and State Fire Code in force at the time of permit. When no longer in operation, the batteries shall be disposed of in accordance with the laws and regulations of the Putnam County and any other applicable laws and regulations relating to hazardous waste disposal.
- (7) The owners and operators of a solar farm and the owners of any real property on which it is located shall be jointly responsible for the maintenance and removal of the solar energy system, its equipment and panels, and any appurtenant structures. The names of the manufacturers, installers, facility owners, and facility operators, and their addresses and phone numbers shall be posted on the required fencing at each entrance of a solar farm.
- (8) The Director of Planning & Development or designee shall have the right to inspect any solar farm in the unincorporated areas of the county without notice if there is a risk of immediate harm or injury to person or property. If there is no risk of immediate harm or injury to person or property, the director or designee shall have the right to inspect any solar farm upon making reasonable efforts to notify the owners or operators 24 hours in advance of the inspection.

Sec. 53-8 Abandonment and removal

- (1) If a ground-mounted solar energy system is removed, any earth disturbance as a result of the removal shall be landscaped in accordance with Putnam County Code of Ordinance.
- (2) A ground or pole-mounted solar energy system is considered to be abandoned or defective if it has not been in operation for a period of 180 consecutive days. If abandoned, the solar energy system shall be repaired by the responsible party, as per Sec. 53-6 (7), meet federal, state, and local safety standards, or be removed by the owner within the time period designated by the Planning Director.
- (3) Utility-grade or solar farm solar energy systems shall be subject to the creation of a Decommissioning Plan at time of permit approval. This plan shall include, at a minimum:
 - a. Defined conditions upon which decommissioning will be initiated (i.e. end of lease, safety hazard, etc.);
 - b. Removal of all non-utility owned equipment conduits, structures, fencing, roads and foundations; restoration of property to condition prior to solar farm development;
 - c. The timeframe for completion of removal and decommissioning activities; and

- d. Signed statement from the party responsible for completing the Decommissioning Plan acknowledging such responsibility.
Upon failure to accomplish the Decommissioning Plan, the Building Inspector may take action as authorized in the International Property Maintenance Code
- (4) The owners and operators of a solar farm and the owners of any real property on which it is located shall be jointly responsible for the removal of the solar energy system, its equipment and panels, and any appurtenant structures and for restoration of the site to as natural a condition as reasonably possible, all of which must be completed to the reasonable satisfaction of the Director of Planning and Development no later than 90 days after abandonment or closure. No later than 120 days after abandonment or closure, the owners or operators of any such solar farm shall provide written documentation acceptable to the Director, demonstrating that the solar panels and related equipment were properly disposed of in accordance with federal, state, and local laws. In addition to all other available legal remedies, including calling the bond required per section 53-6(d) of this section, if the entire solar energy system has not been removed within 90 days after abandonment or closure, Putnam County may remove the solar energy system, its equipment, and panels and any appurtenant structures, and may place a lien for the costs of removal upon the real property on which the solar farm was located. Prior to removing the solar energy system, Putnam County shall provide ten days' written notice to the owners and operators of the solar farm listed in the emergency response plan required pursuant to Sec. 53-5(6)(1) of this section and the owners of the real property on which the solar farm is located. Said notice shall be provided by personal delivery or certified mail to the last address reasonably known and shall be posted on the property. Any delay by the county in taking action pursuant to this subsection shall not in any manner waive the county's right to take such action.

Sec. 53-9 Appeals

- (1) If the owner of a solar energy system is found to be in violation of the provisions of this Ordinance, the owner shall be subject to Sec 1-13 of these Code of Ordinances.
- (2) If a building permit for a solar energy system is denied because of a conflict with other goals of Putnam County, the applicant may seek relief from the Planning and Zoning Commission, which shall regard solar energy as a factor to be considered, weighed, and balanced along with other factors.

Sec. 53-10 Penalties

- (a) Each violation of this article may be punished as provided in section 1-13.
- (b) Any owner or operator of a solar farm shall be responsible for ensuring compliance with this article and shall be punishable for noncompliance.

Sec. 53-11 Solar-Ready Zoning (Optional)

- (1) New structures will, to the extent possible and insofar as practical, be situated on the lot to take advantage of solar access, including the orientation of proposed buildings with respect to sun angles, the shading and windscreen

- potential of existing and proposed vegetation on and off the site, and the impact of solar access to adjacent uses and properties.
- (2) To permit maximum solar access to proposed lots and future buildings, wherever reasonably feasible and where consistent with other appropriate design considerations, new streets shall be located on an east-west axis to encourage building siting with the maximum exposure of roof and wall area to the sun.
 - (3) Putnam County tree-planting programs shall take into account the impact of street trees on the solar access of surrounding properties and, where possible, efforts shall be made to avoid shading possible locations of solar collectors.
 - (4) When the Planning and Zoning Commission reviews and acts upon applications for subdivision approval or site plan approval, it shall take into consideration whether the proposed construction would block access to sunlight between the peak daylight hours of 9:00 am and 3:00 pm Eastern Standard Time for existing ground-mount, pole-mount, or roof-mount solar energy collectors, or for solar energy collectors for which a permit has been issued.
 - (5) Where reasonable and appropriate, new subdivisions should be platted so as to preserve or enhance solar access for either passive or active systems, consistent with the other requirements of the Putnam County Code of Ordinance.
 - (6) The plan for development of any site within cluster subdivisions shall be designed and arranged in such a way as to promote solar access for all dwelling units. Considerations may include the following:
 - a. In order to maximize solar access, the higher-density dwelling units should be placed on a south-facing slope and lower-density dwelling units sited on a north-facing slope.
 - b. A tall structure should be sited to the north of a short structure.
 - (7) Solar-Ready zoning should be considered as one among multiple considerations in planning new developments.

Sec. 53-11 Adoption

This Ordinance shall take effect [XX days] after the date of its enactment.

DULY ORDAINED AND ENACTED the _____ day of _____, 20__, by the Putnam County Board of Commissioners in the County of Putnam, in the State of Georgia, in lawful session duly assembled.

File Attachments for Item:

- 8. Consent Agenda
 - a. Approval of Minutes - June 16, 2020 Regular Meeting (staff-CC)
 - b. Authorization for Chairman to sign Revised Putnam County Transit Procurement Manual (staff-CC/Transit)

PUTNAM COUNTY BOARD OF COMMISSIONERS



117 Putnam Drive, Suite A ♦ Eatonton, GA 31024

Minutes

Tuesday, June 16, 2020 ♦ 6:30 PM

Putnam County Administration Building – Room 203

The Putnam County Board of Commissioners met on Tuesday, June 16, 2020 at approximately 6:30 PM in the Putnam County Administration Building, 117 Putnam Drive, Room 203, Eatonton, Georgia.

PRESENT

- Chairman Billy Webster
- Commissioner Kelvin Irvin
- Commissioner Daniel Brown
- Commissioner Bill Sharp

STAFF PRESENT

- County Attorney Adam Nelson
- County Manager Paul Van Haute
- County Clerk Lynn Butterworth
- Planning & Development Director Lisa Jackson

Opening

1. Welcome - Call to Order
 Chairman Webster called the meeting to order at approximately 6:31 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 Sharp, Seconded by Commissioner Irvin.

Voting Yea: Commissioner Irvin, Commissioner Brown, Commissioner Sharp

3. Invocation

County Attorney Adam Nelson gave the invocation.

4. Pledge of Allegiance (KI)

Commissioner Irvin led the Pledge of Allegiance.

Zoning/Public Hearing

Chairman Webster opened the Public Hearing at approximately 6:34 p.m. County Attorney Nelson read the rules for public hearings. Chairman Webster read the agenda items and advised that items 5-9 will be taken together.

- 5. Request by Howard McMichael, agent for Oconee Overlook, LLC & Lick Creek Holding's LLC to rezone 2.14 acres on Collis Road from R-1 to RM-3. [Map 104, Parcel 030, District 3] (staff-P&D)
- 6. Request by Howard McMichael, agent for Lick Creek Holding's LLC to rezone 21.40 acres on Collis Road from AG-1 to RM-3. [Map 104, Parcel 032001, District 3] (staff-P&D)
- 7. Request by Howard McMichael, agent for Mallard's Overlook, LLC to rezone 29.58 acres on Collis Road from AG-1 to RM-3. [Map 104, Parcel 032, District 3] (staff-P&D)
- 8. Request by Howard McMichael, agent for Oconee Overlook, LLC & Lick Creek Holding's LLC to rezone 3.5 acres on Collis Road from R-1 to RM-3. [Map 104, Parcel 033, District 3] (staff-P&D)
- 9. Request by Howard McMichael, agent for Oconee Overlook, LLC to rezone 0.63 acres/27,298 square feet on Doug Lane from R-1 to RM-3. [Map 104B, Parcel 001, District 3] (staff-P&D)

The following individuals spoke in support of the rezoning requests:

Doug Dillard - submitted documents and presented the requested conditions of the applicant.

- 1. The hotel concept plans (substantially conform) may be built with townhomes, condominiums, cottages and accessory buildings on Map 104 Parcel 032, Map 104 Parcel 033 and Map 104B Parcel 001. The Building Permit for the primary Hotel structure on Map 104 Parcel 032 shall be issued prior to any permits for townhomes, condominiums, cottages, and accessory buildings on Map 104 Parcel 032, Map 104 Parcel 033, and Map 104B Parcel 001.
- 2. RM-3 zoning shall apply to Map 104 Parcel 032001 and Map 104 Parcel 030.
- 3. Primary access shall be from Collis Road. Emergency access shall be from Collis Marina Road and shall be restricted via signage or gate.
- 4. This rezoning shall be conditioned upon the resurveying and recordation of the plat as stated in Section 66-165(e)(3) of the Putnam County Code of Ordinances of parcels identified as Map 104 Parcel 030, Map 104 Parcel 032, Map 104 Parcel 032001, Map 104 Parcel 033, and Map 104B 001.

Josh Sprayberry
 Lauren Sprayberry
 Walter C. Rocker, III, on behalf of the Putnam Development Authority
 Cynthia Wallace
 Brandon Burgess
 Howard McMichael

The following individuals spoke against these items:

Pete Wardlaw (submitted documents)

Ron Ryland

Denise Moore

Mark Jones

Mark Street

Kathy Wardlaw

Kitty Burgess (submitted documents)

Danny Cook

Kristie McLeod

Jeff McLeod

Steve Burgess (submitted documents)

Paul Reeves

Lori Reeves

Sonya Cook

Mr. Dillard used the remainder of his time for rebuttal.

Staff recommendation was for approval of the proposed rezoning, subject to the following conditions:

1. To restrict the available uses of the property as follows:
 - a. Hotel
 - i. The hotel shall substantial conform to the submitted scaled conceptual plans and renderings submitted in support of the proposed rezoning application, to include the buildings, ingress and egress improvements, and other structures;
 - ii. No more than ten percent (10%) of the total number of guest rooms may contain stoves, conventional ovens or full-size refrigerators (larger than 11.5 cubic feet). No more than ten percent (10%) of the total number of guest rooms shall be rented or leased by the same person for continuous periods in excess of ten (10) days;
 - iii. Buildings shall be constructed of brick and/or stacked stone on all sides. The hotel building may utilize contrasting architectural metal panels or accents;
 - iv. Not to exceed the proposed total of 175 room as stated in the application. Any increase beyond this total will require approval from the Board of Commissioner;
2. The application of green infrastructure (bioswales/biorention, etc) in combination of water quality retention ponds, will require implementation to minimize the negative effects of imperviousness and stormwater runoff to the water quality of Lake Oconee. The Georgia Stormwater Manual will be applied to the project under review. The manual’s water quality template will be used to assess the various water quality BMP options.
3. Provide at least one 3-inch caliper tree per 3 parking spaces. Trees shall be placed in tree islands within the footprint of the parking lot. Location of trees shall be determined by the county during the site development review (LDP phase). Provide

two 3-inch caliper trees per 100 feet on the shoulder of all roadways within the development. Trees to be placed on both sides of all internal roads. Specific location of the trees adjacent to the internal roads to be determined by the county during the site development review process. These tree plantings shall not preclude the developer from installing additional vegetation as he/she deems appropriate.

4. Provide a 25-foot-wide densely planted landscape buffer along the property line on Doug Lane and where the property abuts residential parcels on Collis Marina Road. The additional plantings shall provide a 75% buffer within 3 years of planting. Landscape plan and species to be approved during the development review phase.
5. Emergency exit required on Collis Marina Road. Emergency exit shall not be paved. "Grass Crete" or similar product shall be used as the surface treatment for this access. A removable bollard (s) or similar barrier shall be used with only emergency services being provided entryway.
6. Preserve a 20' non-buildable strip along the Collis Road frontage measured from edge of right-of-way. The purpose of this condition is for future county acquisition as right-of-way.
7. A minimum of 65 feet building setback from Lake Oconee will be required. This includes all structures and stormwater management facilities. Walkways/paths and boat docks are excluded from this setback requirement.
8. Development shall have only one (1) vehicular access. Access shall be from Collis Road.
9. Map 104, parcel 030, map 104 parcel 032, map 104 parcel 032001, map 104, parcel 033 and map 104 B, parcel 001, must be combined and cannot be used or sold as a standalone parcel.
10. This rezoning shall be conditioned upon the resurveying and recordation of the plat as stated in Section 66-165 (e)(3) of the Putnam County Code of Ordinances.

Chairman Webster made some comments and asked questions, referencing two articles from *The Eatonton Messenger* and reading some passages from Mr. Dillard's book, *Zoning and Land Use Law in Georgia*.

Motion to approve the following rezoning requests by Mr. Howard McMichael, agent for Oconee Overlook, LLC, Lick Creek Holdings, LLC, and Mallard's Overlook, LLC:

- 2.14 acres on Collis Road from R-1 to RM-3 [Map 104, Parcel 030]
- 21.40 acres on Collis Road from AG-1 to RM-3 [Map 104, Parcel 032001]
- 29.58 acres on Collis Road from AG-1 to RM-3 [Map 104, Parcel 032]
- 3.5 acres on Collis Road from R-1 to RM-3 [Map 104, Parcel 033]
- 0.63 acres on Doug Lane from R-1 to RM-3 [Map 104B, Parcel 001]

with the following conditions:

1. **The hotel concept plans (substantially conform) may be built with townhomes, condominiums, cottages and accessory buildings on Map 104 Parcel 032, Map 104 Parcel 033 and Map 104B Parcel 001. The Building Permit for the primary Hotel structure on Map 104 Parcel 032 shall be issued prior to any permits for townhomes, condominiums, cottages, and accessory buildings on Map 104 Parcel 032, Map 104 Parcel 033, and Map 104B Parcel 001.**
2. **RM-3 zoning shall apply to Map 104 Parcel 032001 and Map 104 Parcel 030.**

- 3. **Primary access shall be from Collis Road. Emergency access shall be from Collis Marina Road and shall be restricted via signage or gate.**
- 4. **This rezoning shall be conditioned upon the resurveying and recordation of the plat as stated in Section 66-165(e)(3) of the Putnam County Code of Ordinances of parcels identified as Map 104 Parcel 030, Map 104 Parcel 032, Map 104 Parcel 032001, Map 104 Parcel 033, and Map 104B 001.**

Motion made by Commissioner Sharp, Seconded by Commissioner Irvin.

Voting Yea: Commissioner Irvin, Commissioner Brown, Commissioner Sharp

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

Public Hearing ended and the meeting recessed at approximately 8:37 p.m.
Meeting reconvened at approximately 8:47 p.m.

Regular Business Meeting

10. Public Comments

None

11. Consent Agenda

- a. Approval of Minutes - June 5, 2020 Regular Meeting (staff-CC)
- b. Approval of Minutes - June 5, 2020 Executive Session (staff-CC)
- c. Approval of Minutes - June 5, 2020 Called Meeting (staff-CC)
- d. Authorization for Chairman to sign ACCG Group Health Benefits Program Health Promotion & Wellbeing Grant Application (staff-HR)

Motion to approve the Consent Agenda.

Motion made by Commissioner Sharp, Seconded by Commissioner Irvin.

Voting Yea: Chairman Webster, Commissioner Irvin, Commissioner Sharp

Commissioner Brown stepped out of the room.

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

Reports/Announcements

12. County Manager Report

No report.

13. County Attorney Report

No report.

14. Commissioner Announcements

Commissioner Irvin: none

Commissioner Brown: none

Commissioner Sharp: none

Chairman Webster: none

Closing

15. Adjournment

Motion to adjourn the meeting.

Motion made by Commissioner Irvin, Seconded by Commissioner Sharp.

Voting Yea: Commissioner Irvin, Commissioner Brown, Commissioner Sharp

Meeting adjourned at approximately 8:50 p.m.

ATTEST:

Lynn Butterworth
County Clerk

Billy Webster
Chairman



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

DATE OF MEETING REQUESTED: July 10, 2020

REQUEST BY: Dianne Pounds

AGENDA ITEM: Approval of revised Putnam County Transit
Procurement Manual

AGENDA ITEM TYPE:

Presentation Discussion Action*

Other (Please Specify) _____

*ACTION REQUESTED: Approve revised manual

SUPPORTING DOCUMENTATION PROVIDED: Yes No

BUDGET/FUNDING INFORMATION: n/a

FACTS AND/OR ISSUES: The procurement manual is a requirement of
GDOT. It was originally approved 4-6-18. GDOT has made
changes which now need to be approved.

NOTES:

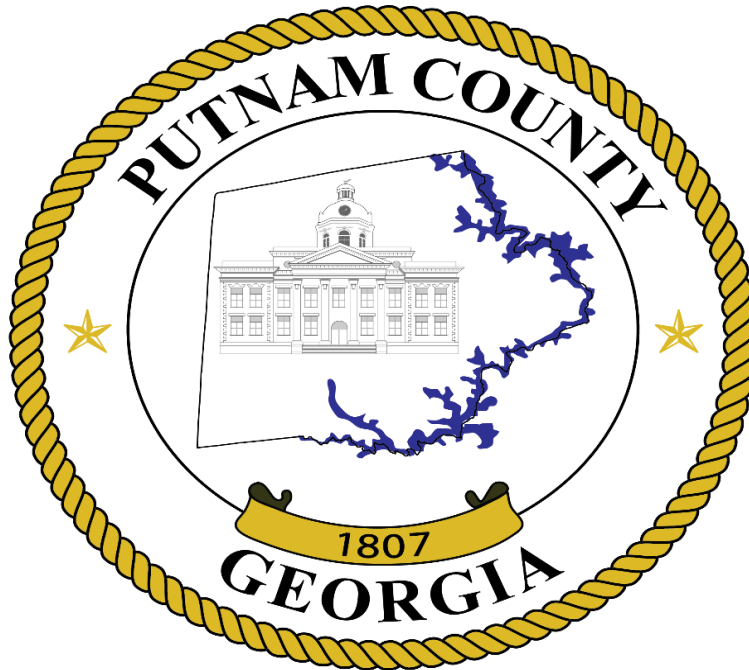
Yellow Highlight = New Text

~~Red Text~~ = Old Text that has been changed

Putnam County Board of Commissioners

Putnam County Transit

FTA PROCUREMENT POLICY



Adopted
April 6, 2018
Revised
July 10, 2020

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1. INTRODUCTION

1.1. Purpose

This policy establishes guidelines and minimum standards that Putnam County Transit will use in the management of its third party contracts. This manual is intended to ensure that Putnam County Transit complies with Federal Transit Administration (FTA) and the Georgia Department of Transportation’s standards to ensure full and open competition and equitable treatment of all potential sources for all purchases made with funding derived from the Federal, state, and local governments. In all purchasing activity, the goal of Putnam County Transit is to ensure maximum open and free competition consistent with:

- FTA Circular 4220.1F "Third Party Contracting Guidance" or latest version thereof;
- 2 CFR § 200.317 – 200.326

1.2. Applicability

This manual applies to all procurements undertaken and financed, in whole or in part, with FTA financial assistance provided to Putnam County Transit to support **open market procurements**. An open market solicitation is used to purchase a good or service by soliciting from any available source. Most grantee procurement activity will be undertaken on the open market. Open market procurements exclude:

- Employment Contracts;
- Real Estate Contracts; and
- Intergovernmental Agreements.

The goal of this procurement policy is to provide an atmosphere in which all procurement transactions will be conducted in a manner providing full and open competition. Putnam County Transit will avoid the following situations considered to be restrictive of competition:

- Application of unreasonable requirements placed on firms in order for them to qualify to do business;
- Imposition of geographic preference standards in the selection of vendors;
- Imposition of unnecessary experience and excessive bonding requirements;
- Use of noncompetitive pricing practices between firms or between affiliated companies;
- Employment of noncompetitive awards to any person or firm on retainer contracts;
- Failure to recognize organizational conflicts of interest, which means that because of other activities, relationships, or contracts, a contractor is unable, or potentially unable, to render impartial assistance or advice to the grantee; a contractor's objectivity in performing the contract work is or might be otherwise impaired; or a contractor has an unfair competitive advantage;
- Use of "brand name" specifications without listing its salient characteristics and not allowing "an equal" product to be offered; and
- Any arbitrary action in the procurement process.

Putnam County Transit will conduct procurements in a manner that does not give in-State or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. This does not pre-empt Georgia licensing laws from being considered in those disciplines that are regulated by the State of Georgia. Geographic location may be a selection criterion in procurements for architectural and engineering (A&E) services if an appropriate number of qualified firms, given the nature and size of the project, are able to compete for the contract.

1.3. Third Party Contracting Capacity

FTA regulations (2 CFR § 200.319(c) and FTA Circular 4220.1F, Chapter III, § 3a) requires Putnam County Transit to have written procurement procedures. This policy is designed to meet FTA and GDOT’s requirements in this regard.

1.4. Relationship to Other County Policies

The purpose of these purchasing policies and procedures are two-fold. First, the County has established these policies and procedures to conform to the provisions of Federal procurement regulations that govern the County’s use of FTA and GDOT funds. Second, these policies and procedures assure that materials, supplies, services and equipment required for efficient and effective operation of the transit program are procured with regard to an analysis of price, quality, quantity, terms and delivery specifications. These policies and procedures pertain only to the County’s purchases made with FTA funds for the transit program; purchases with local funds and for purposes other than transit should follow the applicable Georgia law.

These policies may not answer all questions related to purchasing; if any employee of Putnam County Transit has a question regarding these procedures, GDOT should be contacted for clarification and guidance.

When Putnam County Transit undertakes any purchase utilizing FTA funds, this policy shall supersede any existing purchasing policy promulgated by the County. When any conflict exists between this policy and the existing policies of the County, the procedures in this policy shall prevail. If any employee of Putnam County Transit determines that a conflict exists between these policies and state and local law, Putnam County Transit shall contact GDOT and communicate the conflict.

2. CODE OF ETHICS AND CONFLICT OF INTEREST POLICY

2.1. Purpose

Federal grant management rules (2 CFR § 200.318(c)(1)) require each recipient to maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. This policy must address:

- Personal conflicts of interest
- Gifts; and
- Violations.

2.2. Definition of Key Terms

As used herein, the following definitions apply:

Conflict of Interest – A situation in which an ~~existing employee, or an employee who has been, or will be, offered employment, board member,~~ employee, **Chairman**, officer, or agent has a private or personal interest sufficient to appear to influence the objective exercise of his or her official duties. A conflict of interest represents a divergence between a person covered by this policy and their private interests and their professional obligations to the Putnam County Transit such that an independent observer might reasonably question whether the individual’s professional actions or decisions are determined by considerations of personal gain, financial or otherwise.

Financial Interest – An officer, agent, ~~Board Member~~ **Chairman**, his or her partner, employee, or their immediate family, is considered as having a financial interest in a company if: they receive more than \$10,000 in consulting income, salaries, or equity in the company; they have more than 5 percent equity in the company; they have intellectual property rights in or receive royalties from the company; or they serve as a director, officer, partner, trustee, manager or employee of the company.

Immediate Family – Immediate family includes an employee’s spouse, grandparent, parent, brother, sister, child or grandchild, his or her partner.

2.3. Applicability

No employee, elected official, agent, or other individual under an employment contract with Putnam County, or his or her immediate family member, partner, or organization that employs or is about to employ any of the foregoing may participate in the selection, award, or administration of a contract supported with FTA assistance if a conflict of interest, real or apparent, would be involved.

Such a conflict would arise when any of those previously listed individuals has a financial or other interest in the firm selected for award.

2.4. Gifts

Any contractor, subcontractor, or supplier who has a contract with the County; has performed under such a contract within the past year; or anticipates bidding on such a contract in the future shall be prohibited from making gifts or to providing favors to any individual defined in Section 2.2. who is charged with the duty of:

- Preparing plans, specifications, or estimates for public contract; or
- Awarding or administering public contracts; or
- Inspecting or supervising construction.

Putnam County Transit also prohibits all covered individuals defined in Section 2.2. who perform the functions listed above from receiving or accepting any such gift or favor.

2.5. Employee Conflicts of Interest

2.5.1. Conflicts of Interest

It shall be a breach of ethical standards for any Putnam County Transit employee to participate directly or indirectly in a procurement when the employee knows:

- The employee ~~(or prospective employee that an offer of employment is anticipated or has been made)~~ or any member of the employee’s immediate family, ~~board members~~ Chairman, officer, agent, his or her partner, has a financial interest pertaining to the procurement;
- A business or organization in which the employee, or any member of the employee’s immediate family, has a financial interest pertaining to the procurement; or
- Any other person, business or organization with whom the employee or any member of employee’s immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement.

2.5.2. Discovery of Actual or Potential Conflict of Interest (Disqualification and Waiver)

Upon discovery of an actual or potential conflict of interest, an employee participating directly or indirectly in a procurement shall:

- Promptly file a written statement of disqualification with the County Manager; and
- Withdraw from further participation in the procurement.

The employee may, at the same time, request from the County Manager, an advisory opinion as to what further participation, if any, the employee may have in the procurement. It shall be at the sole discretion of the County Manager to determine if the employee may have any further participation in the procurement and, if so, the extent to which the employee may participate. Any employee who fails to comply with the provisions of this paragraph may be subject to disciplinary action.

2.5.3. Employee Disclosure Requirements

A Putnam County Transit employee, who has reason to believe that he/she or his/her immediate family have an interest that may be affected by his/her official acts or actions as a Putnam County Transit employee or by the official acts or actions of Putnam County Transit, shall disclose the precise nature and value of such interest in a written disclosure statement to the County Manager. The employee’s disclosure statement will be reviewed by the County Manager and the County Manager will respond to the employee in writing with an opinion as to the propriety of said interest.

In the event that the ~~Transit Director~~ County Manager has reason to believe that he/she or his/her immediate family has an interest that may be affected by his/her official acts or actions as a Putnam County Transit employee or by the official acts or actions of Putnam County Transit, he/she shall disclose the precise nature and value of such interest in a written disclosure statement to the ~~County Manager~~ Chairman of the Board.

2.5.4. Confidential Information

A Putnam County Transit employee may not directly or indirectly make use of, or permit others to make use of, for the purpose of furthering a private interest, confidential information acquired by virtue of their position or employment with Putnam County Transit.

2.5.5. Solicitation Provision

Putnam County Transit shall insert the following provisions in all formal competitive solicitation documents for products and services:

These policies shall apply to Putnam County Transit employees involved in procurement. It is a breach of ethical standards for any Putnam County Transit employee to participate directly or indirectly in a procurement when the employee knows:

- *The employee or any member of the employee’s immediate family has a financial interest pertaining to the procurement;*
- *A business or organization in which the employee, or any member of the employee’s immediate family, has a financial interest pertaining to the procurement; or*
- *Any other person, business or organization with whom the employee or any member of employee’s immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement.*

In addition, any persons acting as members of an evaluation committee for any procurement shall, for the purposes of the procurement, be bound by conditions of this Section. Throughout the bid/proposal evaluation process and subsequent contract negotiations, offerors shall not discuss or seek specific information about this procurement, including but not limited to, the contents of submissions, the evaluation process or the contract negotiations, with members of any evaluation committee, the Putnam County BOC, or other Putnam County employees other than the designated County Manager.”

2.6. Organizational Conflicts of Interest

The County Manager and technical personnel are encouraged to work closely with the County Attorney to review all situations that appear to have the potential for an organizational conflict of interest.

Organizational conflicts of interest may result in bias and potentially provide an unfair competitive advantage to a potential offeror. An organizational conflict of interest occurs due to the type of work to be performed under a third-party contract, or because of other activities or relationships such as:

- A contractor is unable, or potentially unable, to render impartial assistance or advice to the County;
- A contractor’s objectivity in performing contract work is or might otherwise be impaired; or
- A contractor has an unfair competitive advantage.

Bias arises when a contractor is placed in a situation where there may be an incentive to distort advice or decisions. Whenever a contract is awarded that involves the rendering of advice, the question must always be asked as to whether the potential for a conflict of interest exists for the contractor rendering the advice. Putnam County Transit will utilize a "Conflict of Interest Disclosure Statement," in its solicitation when contracting for services of this nature.

3. Putnam County Transit RESPONSIBILITIES UNDER FEDERAL LAW

3.1. Third Party Contracting Capacity

Putnam County Transit must maintain adequate technical capacity to carry out its FTA assisted projects and comply with Federal rules. Putnam County Transit's third party contracting capability must be adequate to undertake its procurements effectively and efficiently in compliance with applicable Federal, state, and local requirements.

3.2. Contract Administration System

Putnam County Transit must maintain a contract administration system to ensure that it and its third-party contractors comply with the terms, conditions, and specifications of their contracts or purchase orders and applicable Federal, state and local requirements.

3.2.1. Written Procurement Procedures

Putnam County Transit must maintain and follow written procurement procedures that address:

- (a) Solicitations – Requirements for Putnam County Transit solicitations are addressed in Section 5.
- (b) Necessity – Requirements related to Putnam County Transit's need for products or services are addressed in Section 3.2.2.
- (c) Lease Versus Purchase – Requirements related to the use of lease or purchase alternatives to achieve an economical and practical procurement are addressed in Section 3.2.2
- (d) Metric Usage – Requirements related to the acceptance of products and services dimensioned in the metric system of measurement are addressed in Section 3.5.2.
- (e) Environmental and Energy Efficiency Preferences – Requirements related to preference for products and services that conserve natural resources, protect the environment, and are energy efficient are addressed in Sections 3.4.3 and 3.4.4.
- (f) Procurement Methods – Descriptions of the procurement methods that Putnam County Transit may use are included in Section 5.
- (g) Legal Restrictions – Descriptions of Federal and state restrictions on Putnam County Transit's acquisitions are included in Section 5.
- (h) Third Party Contract Provisions – Specific third party contract provisions required for each third party contract and flow down requirements to subcontracts are included in Section 3.1 through 3.7.

- (1) Sources – Descriptions of the availability and use of various sources of products and services are addressed in Section 4.
- (2) Resolution of Third Party Contracting Issues – Procedures related to the resolution of third party contracting issues are included in Section 6.8.

3.2.2. Adequate Third Party Contract Provisions

Putnam County Transit must include provisions in all of its third-party contracts that are adequate to form a sound and complete agreement.

3.2.3. Industry Contracts

Putnam County Transit shall not use an industry developed contract or a contract that is provided by a bidder or offeror unless it has first evaluated the benefits of the contract. Putnam County Transit shall ensure that such contracts include all required Federal provisions but do not include terms and conditions that may be unfavorable to Putnam County Transit.

3.2.4. Revenue Contracts

Putnam County Transit may enter into a revenue contract with a third party to generate revenues in connection with a transit related activity, or to create business opportunities utilizing an FTA funded asset. Any such said contract opportunity will follow a competitive selection procedures and principles outlined herein.

3.2.5. Record Keeping

Putnam County Transit must prepare and maintain adequate and readily accessible project performance and financial records, covering procurement transactions as well as other aspects of project implementation. Putnam County Transit must maintain these records for five (5) years after Putnam County Transit and its subrecipients, if any, have made final payment and all other pending matters are closed. Specific record keeping requirements include:

- (a) Written Record of Procurement History – Putnam County Transit must maintain and make available to GDOT and FTA written records detailing the history of each procurement. For all procurements above the micro-purchase level Putnam County Transit must maintain records relating to:
 - (1) Procurement Method – Putnam County Transit must provide its rationale for the method of procurement it used for each contract, including a sole source justification for any acquisition that does not qualify as competitive;
 - (2) Contract Type – Putnam County Transit must state the reasons for selecting the contract type it used;
 - (3) Contractor Selection – Putnam County Transit must state its reasons for contractor selection or rejection;
 - (4) Contractor Responsibility – Putnam County Transit must provide a written determination of responsibility for the successful contractor;

- (5) Cost or Price – Putnam County Transit must evaluate and state its justification for the contract cost or price; and
- (6) Reasonable Documentation – Putnam County Transit must retain documentation commensurate with the size and complexity of the procurement.
- (7) Vendor Verification – Putnam County Transit must include verification of acceptance with a selected vendor/supplier/manufacturer through the Federal System of Award Management (SAM) for each project and associated project file.

(b) Access to Records – Putnam County Transit must provide FTA and GDOT officials, the Comptroller General, or any of their representatives, access to and the right to examine and inspect all records, documents, and papers, including contracts, related to any FTA project financed with Federal assistance.

(c) Use of Technology/Electronic Commerce – Putnam County Transit may use an electronic commerce system to conduct third party procurements. If Putnam County Transit uses an electronic commerce system, then the following requirements apply:

- (1) Sufficient System Capacity – Putnam County Transit's system must have sufficient system capacity necessary to accommodate all Federal requirements for full and open competition.
- (2) Written Procedures – Before any solicitation takes place, Putnam County Transit must establish adequate written procedures to ensure that all information FTA/GDOT requires for project administration is entered into the system and can be made readily available to GDOT as needed.

3.3. Determination of Needs

Putnam County Transit must maintain and follow adequate procedures for determining the types and amounts of products and services it needs to acquire. Putnam County Transit shall comply with the following requirements when determining the types and amounts of products and services it needs to acquire:

3.4. Eligibility

All products and services to be acquired with FTA funds must be eligible under the Federal law authorizing the FTA assistance award and any regulations thereunder. All products and services to be acquired with FTA funds must also be eligible for support within the scope of the underlying grant or cooperative agreement from which the FTA assistance to be used is derived.

3.5. Necessity

Putnam County Transit shall adhere to the following standards for avoiding the purchase of duplicative and/or unnecessary products and services it does not need.

3.5.1. Unnecessary Reserves

Putnam County Transit shall limit the acquisition of Federally-assisted property and services to the amount it needs to support its operations.

3.5.2. Acquisition for Assignment Purposes

Putnam County Transit shall contract only for its current and reasonably expected public transportation needs and shall not add quantities or options to third party contracts solely to permit assignment to another party at a later date. These limits on assignments, however, do not preclude joint procurements that are entered into simultaneously by two or more parties to obtain advantages unavailable for smaller procurements.

- (a) General Prohibition – Putnam County Transit may contract only for its current and reasonably expected public transportation needs and may not add quantities or options to third party contracts solely to permit assignment to another party at a later date.
- (b) Changes in the Recipient’s Needs – GDOT and FTA recognize that the quantity of property or services a recipient reasonably believes it may need at the time of contract award may change. Putnam County Transit's later needs might decrease due to changed circumstances or honest mistakes. In those situations, Putnam County Transit may assign its unneeded contract authority to another entity that would like to acquire the property or services.
- (c) Exceptions – These limits on assignments, however, do not preclude:
 - (1) Joint Procurements – Putnam County Transit and one or more other FTA recipients may enter into a single procurement at the same time to obtain advantages unavailable for smaller procurements.
 - (2) Participation in GDOT Sponsored Vehicle Procurements – Putnam County Transit may enter into contracts developed by the State of Georgia to acquire vehicles.
- (d) Procurement Size – For every procurement, Putnam County Transit shall consider whether to consolidate or break out the procurement to obtain the most economical purchase. Absent efforts to foster greater opportunities for Disadvantaged Business Enterprises (DBEs), small and minority firms and women’s business enterprises, Putnam County Transit shall not split a larger procurement merely to gain the advantage of micro-purchase or small purchase procedures.
- (e) Options – Putnam County Transit shall justify, as needed, all option quantities included in every solicitation and contract. An option is a unilateral right in a contract by which, for a specified time, Putnam County Transit may acquire additional equipment, supplies, or services than originally procured. An option may also extend the term of the contract.
- (f) Lease Versus Purchase – Putnam County Transit shall review lease versus purchase alternatives for acquiring property and shall prepare or obtain an analysis to determine

the most economical alternative. If Putnam County Transit chooses to lease an asset then it must prepare a written comparison of the cost of leasing the asset compared with the cost of purchasing or constructing the asset.

(g) Specifications – Putnam County Transit's procurement specifications shall clearly describe the products or services to be procured and shall state how the proposals will be evaluated. Putnam County Transit's procurement specifications shall not be exclusionary, discriminatory, unreasonably restrictive or otherwise in violation of Federal or Georgia laws or regulations.

3.6. Contractor Responsibilities

Putnam County Transit, in awarding contracts, financed in whole or in part, with FTA financial assistance, shall follow guidance in this section to evaluate contractor capabilities to perform the contract.

In addition to the Federal rules (2 CFR § 200.318(h)) that require contract awards be made only to responsible contractors, Federal transit law at 49 U.S.C. § 5325(j) limits third party contractor awards to those contractors capable of successfully performing under the terms and conditions of the proposed contract. Before selecting a contractor for award, Putnam County Transit must consider such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

3.6.1. Debarment and Suspension

Debarment and suspension regulations and guidance include the following provisions.

3.6.1.1. DOT Debarment and Suspension Regulations

U.S. Department of Transportation (DOT) regulations, “Nonprocurement Suspension and Debarment,” 2 CFR Part 1200 apply to each third party contract at any tier of \$25,000 or more, to each third party contract at any tier for a federally required audit (irrespective of the contract amount), and to each third party contract at any tier that must be approved by an FTA official irrespective of the contract amount (2 CFR § 1200). Putnam County Transit shall apply DOT’s debarment and suspension requirements to itself and each third-party contractor at every tier to the extent required by DOT’s regulations that incorporate the requirements of Office of Management and Budget (OMB), “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)” (2 CFR § 180).

3.6.1.2. System for Award Management

The System for Award Management (SAM) combines Federal procurement systems and the Catalog of Federal Domestic Assistance into one new system. SAM includes the functionality from the following systems:

- Central Contractor Registry (CCR)
- Federal Agency Registration (Fedreg)
- Online Representations and Certifications Application
- Excluded Parties List System (EPLS)

At its discretion, Putnam County Transit may collect a debarment and suspension certification from the prospective third party contractor or include a clause in the third party contract requiring disclosure. Additionally, it shall be the policy of Putnam County Transit to verify that the prospective third party vendor is not listed as a debarred contractor on SAM.

3.6.2. Lobbying Certification and Disclosure

If a third-party contract will exceed \$250,000, before awarding the contract, Putnam County Transit will obtain a lobbying certification, and if applicable, a lobbying disclosure from a prospective third party contractor (see DOT regulations, “New Restrictions on Lobbying,” 49 CFR Part 20, modified as necessary by 31 U.S.C. Section 1352).

3.6.3. Additional Requirements

In addition to the requirements outlined above, there are various requirements that may apply to Putnam County Transit’s third-party contracts, depending upon the type of procurement and the anticipated dollar value of said contract. It is the responsibility of Putnam County Transit to assess each procurement and determine the applicable FTA third party terms and conditions that should be included in the solicitation and contract documents. FTA Circular 4220.1F, Appendix D, has a matrix stipulating these conditions. These conditions may include:

- Federal Civil Rights Laws and Regulations
 - Federal Equal Employment Opportunity (EEO) Requirements
 - Nondiscrimination on the Basis of Sex
 - Nondiscrimination on the Basis of Age
 - Nondiscrimination in Federal Public Transportation Programs
 - Title VI of the Civil Rights Act
 - Environmental Justice
 - Limited English Proficiency (LEP)
 - Nondiscrimination on the Basis of Disability
- Socio-Economic Development Regulations
 - Disadvantaged Business Enterprises (DBE)
 - Small and Minority Firms and Women’s Business Enterprises
 - Sensitive Security Information
 - Seat Belt Use
- Socio-Economic Requirements for the Acquisition of Property and Services
 - Labor Regulations
 - Wage and Hour Requirements
 - Fair Labor Standards
- Environmental Protections
 - Environmental Mitigation

- National Environmental Policy Act (NEPA)
 - Protections for Parks, Recreation Areas, Wildlife and Waterfowl Refuges, and Historic Sites
 - Clean Air
 - Clean Water
 - Recycled Products
 - Other Federal Environmental Protection Requirements
- Energy Conservation
- Preference for U.S. Property--Buy America
- Shipments of Property--U.S. Flag Requirements
 - Shipments by Ocean Vessel
 - Shipments by Air Carrier
 - Project Travel--Use of U.S. Flag Air Carriers
- Technical Restrictions on the Acquisition of Property and Services
 - Intelligent Transportation Systems (ITS)
 - Metric Measurements
 - Use of \$1 Coins
- Rolling Stock--Special Requirements
 - Accessibility
 - Transit Vehicle Manufacturer Compliance with DBE Requirements
 - Minimum Service Life
 - Spare Ratios
 - Air Pollution and Fuel Economy
 - Pre-award and Post Delivery Review
 - Bus Testing
 - In-State Dealers
 - Basis for Contract Award
 - Five-Year Limitation
- Public Transportation Services—Special Requirements
 - Protections for Public Transportation Employees
 - Drug and Alcohol Testing
 - Accessibility
 - Charter Service Restrictions
 - School Bus Restrictions
- Construction – Special Requirements
 - Bonding
 - Bid Guarantee
 - Performance Bond
 - Payment Bond
 - Anti-Kickback
 - Construction Safety
 - Labor Neutrality
 - Prevailing Wages

3.7. Bonding

Some procurements may require Putnam County Transit to require the vendor to submit a bid bond, performance bond, or payment bond (typically construction projects). When bonding is required, the following conditions will apply.

3.7.1. Thresholds

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, GDOT may accept the bonding policy and requirements of the County provided that GDOT has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

3.7.1.1. Bid Guarantee

A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

3.7.1.2. Performance Bond

A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor’s obligations under such contract.

3.7.1.3. Payment Bond

A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

3.7.2. Acceptable Sureties

Federal rules for non-governmental recipients requires the non-governmental recipient to obtain construction bonds from companies holding certificates of authority as acceptable sureties under Department of the Treasury regulations, “Surety Companies Doing Business with the United States,” (31 CFR Part 223). For a current list of approved sureties, see Department of the Treasury’s Listing of Approved Sureties (Department Circular 570). As FTA encourages governmental recipient to require similarly acceptable sureties, it shall be the policy of Putnam County Transit to such accept sureties.

3.7.3. Reduced Bonding

Putnam County Transit recognizes that bonding costs can be expensive. Putnam County Transit will accept a local bonding policy that conforms to the minimums described in Section 3.4.1. If bonding levels are sought at levels less than these amounts, Putnam County Transit must obtain the prior

approval of GDOT/FTA. GDOT/FTA shall approve such requests only if it determines that Putnam County Transit's bonding policy adequately protects the Federal interest in the project.

3.7.4. Excessive Bonding

Putnam County Transit will adhere to FTA’s rules on excessive bonding requirements (FTA Circular 4220.1F, Chapter IV, § 2h(1)(f)). However, if Putnam County Transit determines it has a material risk of loss because of a failure of the prospective contractor, bonding requirements may exceed those outlined in Section 3.7.1 only with the prior approval of GDOT/FTA.

3.8. Preference for U.S. Property—Buy America

Any construction contract exceeding \$150,000 entered into by Putnam County Transit with FTA assistance shall include provisions that require the third party contractor to provide property produced or manufactured in the United States for use in the construction project that the recipient acquires, unless FTA has granted a waiver authorized by those regulations. FTA cautions that its Buy America regulations are complex and different from the Federal “Buy American Act” regulations in FAR Subparts 25.1 and 25.2.

Property that the contractor acquires to perform its construction activities for the recipient, such as tools, machinery, and other equipment or facilities, is not covered by FTA’s Buy America requirements unless the recipient intends to take possession of that property upon completion of the project. Thus, if a third party contractor is acquiring property for its general inventory of equipment or facilities to conduct its overall business affairs, Putnam County Transit may enter the cost of that acquisition into its calculations of overhead amounts applicable to the FTA assisted project irrespective of whether that property would comply with FTA’s Buy America regulations.

3.9. Accessibility

Facilities to be used in public transportation service must comply with 42 U.S.C. Sections 12101 *et seq.* and DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 CFR § 37; and Joint ATBCB/DOT regulations, “Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 CFR § 1192 and 49 CFR § 38. Notably, DOT incorporated by reference the ATBCB’s “Americans with Disabilities Act Accessibility Guidelines” (ADAAG), revised July 2004, which include accessibility guidelines for buildings and facilities, and are incorporated into Appendix A to 49 CFR Part 37. DOT also added specific provisions to Appendix A modifying the ADAAG, with the result that buildings and facilities must comply with both the ADAAG and amendments thereto in Appendix A to 49 CFR Part 37.

4. SOURCES OF ACQUISITIONS

4.1. Force Account

Force account means use of Putnam County Transit's own labor forces and equipment to undertake a project (typically construction, renovation, or repair). The use of force account labor is a project management function, rather than a procurement and contract administration function, except in the general sense of the County's ability to perform work with its own forces rather than contracting with another entity to acquire the property or services it needs, and the cost implications of the recipient's decision. Putnam County Transit does not charge force account labor to its FTA grants.

4.2. Joint Procurements

Putnam County Transit may participate in joint procurements whereby Putnam County Transit and one or more other entities agree from the outset to use a single solicitation document and enter into a single contract with a vendor for delivery of products or services. The following requirements apply to Putnam County Transit's participation in joint procurements:

- Solicitation documents may not be drafted for the purpose of accommodating the needs of other parties that may later want to participate in the benefits of the contract.
- Putnam County Transit is responsible for ensuring that the joint procurement solicitation and contract complies with all Federal requirements and that the solicitation document and contract includes all required clauses and certifications.

4.3. State or Local Government Purchasing Schedules or Purchasing Contracts

4.3.1. Definition

FTA uses the term "state or local government purchasing schedule" to mean an arrangement that a State or local government has established with several or many vendors in which those vendors agree to provide essentially an option to the State or local government, and its subordinate government entities, to acquire specific property or services in the future at established prices. These arrangements are somewhat similar to the General Services Administration's (GSA) Cooperative Purchasing Program available for Federal Government use.

4.3.2. Applicability of Federal Provisions

When obtaining property or services in this manner, Putnam County Transit must ensure all Federal requirements, required clauses, and certifications (including Buy America) are properly followed and included, whether in the master intergovernmental contract or in the recipient's purchase document. While GDOT takes all precautions to ensure that such provision are in the original solicitation and contract documents, it is ultimately Putnam County Transit's responsibility to ensure such documents and certifications are obtained.

If such requirements, clauses, and certifications were not included in the original purchase solicitation and contracts, Putnam County Transit may request the vendor to append the required Federal clauses in the purchase order or other document that effects the Putnam County Transit's procurement. When this method is used, Putnam County Transit shall obtain Buy America certification before entering into the purchase order. This method cannot be used to circumvent FTA's Buy America requirements.

4.3.3. Federal Supply Schedules

Purchases by Putnam County Transit from Federal Supply Schedules established by the U.S. General Services Administration (GSA) are limited to the purchase of information technology (IT) products and to products and services to facilitate recovery from a major disaster. The following requirements apply to Putnam County Transit purchases from GSA schedules:

- Putnam County Transit is authorized to use GSA schedules for purchases of products and services to facilitate recovery from a major disaster that is declared by the President of the United States. Upon declaration of a major disaster by the President, Putnam County Transit may purchase products and services from GSA schedules both in advance and in the aftermath of the emergency event. Putnam County Transit shall be responsible for ensuring that the products and services acquired will only be used for recovery.
- Putnam County Transit must ensure that all Federal requirements, required clauses and certifications are properly followed and included, whether in the master intergovernmental contract or Putnam County Transit's purchase document.
- Putnam County Transit is required to evaluate the reasonableness of prices obtained from GSA schedules. GSA schedule pricing may not be used as a sole or single source for procurement. Putnam County Transit may only use GSA schedule pricing as one of multiple pricing sources solicited in accordance with its requirements for small purchases described in Section 5.

4.3.4. Existing Contracts

Putnam County Transit may use existing contract rights as an acquisition source. An "existing contract" means a contract that, when formed, was intended to be limited to the original parties thereto.

4.3.4.1. Permissible Actions

Within the conditions set forth below, Putnam County Transit may use existing contract rights held by another recipient of FTA assistance:

(a) Exercise of Options – Putnam County Transit may use contract options held by another recipient of FTA assistance with the following limitations:

- (1) Consistency with the Underlying Contract – Putnam County Transit must ensure that the terms and conditions of the option it seeks to exercise are substantially similar to the terms and conditions of the option as stated in the original contract at the time it was awarded.
- (2) Price – Putnam County Transit may not exercise an option unless it has determined that the option price is better than prices available in the open

market, or that when it intends to exercise the option, the option is more advantageous.

(3) Awards Treated as Sole Source Procurements – The following actions constitute sole source awards:

- i. Failure to Evaluate Options Before Awarding the Underlying Contract – If a contract has one or more options and those options were not evaluated as part of the original contract award, exercising those options after contract award will result in a sole source award.
- ii. Negotiating a Lower Option Price – Exercising an option after Putnam County Transit has negotiated a lower or higher price will also result in a sole source award unless that price can be reasonably determined from the terms of the original contract, or that price results from Federal actions that can be reliably measured.

(b) Assignment of Contract Rights (“Piggybacking”) – If Putnam County Transit finds that it has inadvertently acquired contract rights in excess of its needs, it may assign those contract rights to another GDOT subrecipient if the original contract contains an assignability provision that permits the assignment of all or a portion of the specified deliverables under the terms originally advertised, competed, evaluated, and awarded, or contains other appropriate assignment provisions. Putnam County Transit may use contractual rights through assignment from another recipient of FTA assistance after first determining the contract price remains fair and reasonable, and the contract provisions are adequate for compliance with all Federal requirements. Putnam County Transit need not perform a second price analysis if a price analysis was performed for the original contract; however, Putnam County Transit must determine whether the contract price or prices originally established are still fair and reasonable before using those rights. Putnam County Transit shall be responsible for ensuring the contractor’s compliance with FTA’s Buy America requirements and execution of all the required pre-award and post-delivery Buy America review certifications. Before proceeding with the assignment, however, Putnam County Transit shall review the original contract to be sure that the quantities the assigning recipient acquired, coupled with the quantities that Putnam County Transit seeks, do not exceed the amounts available under the assigning recipient’s contract.

4.3.4.2. Impermissible Actions

Putnam County Transit may not use Federal assistance to finance:

(a) Improper Contract Expansion – A contract has been improperly expanded when it includes a larger scope, greater quantities, or options beyond the recipient’s reasonably anticipated needs. A contract has also been improperly expanded when excess capacity has been added primarily to permit assignment of those contract rights to another entity.

(b) Cardinal Changes – A significant change in contract work that causes a major deviation from the original purpose of the work or the intended method of achievement, or causes a revision of contract work so extensive, significant, or cumulative that, in effect, the contractor is required to perform very different work from that described in the original contract, is a cardinal change or “tag-on”. A change within the scope of the contract is not a cardinal change or “tag-on”.

4.4. The Open Market

Putnam County Transit will acquire most of the property and services it needs through procurements in the open market using procedures described in Section 5 of this Manual.

5. PROCEDURES FOR OPEN MARKET PROCUREMENTS

5.1. Solicitation of Competitive Price Quotes, Bids or Proposals

Compliance with the solicitation procedures described in Section 5.4 below will fulfill FTA requirements for “full and open competition.”

5.2. Receipt and Evaluation of Unsolicited Proposals

Putnam County Transit may enter into contracts based on an unsolicited proposal when authorized by applicable State law or regulation. Receipt of an unsolicited proposal does not, by itself, justify contract award without providing for full and open competition. Unless the unsolicited proposal offers a proprietary concept that is essential to contract performance, Putnam County Transit must seek competition. To satisfy the requirement for full and open competition, Putnam County Transit must take the following actions before entering into a contract resulting from an unsolicited proposal:

- Publicize its receipt of the unsolicited proposal;
- Publicize an adequate description of the products or services offered without improperly disclosing proprietary information or disclosing the originality of thought or innovativeness of the products or services sought;
- Publicize its interest in acquiring the products or services described in the proposal;
- Provide an adequate opportunity for interested parties to comment or submit competing proposals; and
- Publicize its intention to award a contract based on the unsolicited proposal or another proposal submitted in response to the publication.

If it is impossible to describe the products or services offered without revealing proprietary information or disclosing the originality of thought or innovativeness of the products or services sought, Putnam County Transit may make a sole source award to the offeror. A sole source award may not be based solely on the unique capability of the offeror to provide the specific products or services proposed.

5.3. Prequalification

Putnam County Transit may prequalify bidders, offerors, and products for procurement purposes; however, Putnam County Transit is not required to do so. The decision of whether to require prequalification for eligibility to participate in procurement shall be made separately for every procurement and shall be approved by the Procurement Manager.

If Putnam County Transit opts to prequalify bidders, offerors, and products for procurement purposes, the following conditions apply:

- Putnam County Transit must ensure that all prequalification lists it uses are current;
- Putnam County Transit must ensure that all prequalification lists it uses include enough qualified sources to provide maximum full and open competition; and

- Putnam County Transit must permit potential bidders or offerors to qualify during the solicitation period (from the issuance of the solicitation to its closing date). Putnam County Transit is not required to hold a particular solicitation open to accommodate a potential supplier that submits products for approval before or during that solicitation nor must Putnam County Transit expedite or shorten prequalification evaluations of bidders, offerors, or products presented for review during the solicitation period.

5.4. Solicitation Requirements and Restrictions

Every procurement solicitation that Putnam County Transit issues above the micro-purchase level (currently established in Federal guidance at \$10,000), must include the following information and be advertised in a manner that ensures adequate and open competition.

5.4.1. Description of the Property or Services

The solicitation and the contract awarded thereunder must include a clear and accurate description of Putnam County Transit's technical requirements for the products or services to be acquired in a manner that provides for full and open competition.

5.4.1.1. Descriptive Elements

Putnam County Transit will prepare descriptions of property, goods, or service in terms of functions to be performed or level of performance required, including the range of acceptable characteristics or minimum acceptable standards. Detailed product specifications should be avoided if at all possible; however, there is no prohibition against their use when appropriate.

5.4.1.2. Quantities

Additional quantities or options above Putnam County Transit's needs at the time of acquisition may not be added to contracts solely to allow assignment of those quantities or options at a later date.

5.4.1.3. Brand Name or Equal

When it is impractical or uneconomical to provide a clear and accurate description of the technical requirements of the property to be acquired, a "brand name or equal" description may be used to define the performance or other salient characteristics of a specific type of property. The salient characteristics of the named brand that bidders or offerors must provide must be identified.

5.4.1.4. Prohibited Practices

Solicitations with requirements that contain features that unduly restrict competition may not be used. Putnam County Transit shall not:

- Impose unreasonable business requirements for bidders or offerors.
- Impose unnecessary experience requirements for bidders and offerors.

- Use prequalification procedures that conflict with the prequalification standards described in Section 5.3.
- Make a noncompetitive award to any person or firm on a retainer contract with Putnam County Transit if that award is not for the property or services specified for delivery under the retainer contract.
- Impose unreasonable restrictive bonding requirements on bidders and offerors in excess of FTA and state requirements.
- Specify only a “brand name” product without allowing offers of an “equal” product, or allowing an “equal” product without listing the salient characteristics that the “equal” product must meet to be acceptable for award.
- Specify in-state or local geographical preferences, or evaluating bids or proposals in light of in-state or local geographic preferences, even if those preferences are imposed by State or local laws or regulations. The only exception expressly mandated or encouraged by Federal law that may be applicable to Putnam County Transit is the procurement of Architectural and Engineering (A&E) Services. Geographic location may be a selection criterion in the procurement of A&E services if an appropriate number of qualified firms are eligible to compete for the contract in view of the nature and size of the project.
- Engage in practices that result in organizational conflicts of interest. An organizational conflict of interest occurs when any of the following circumstances arise:
 - Lack of Impartiality or Impaired Objectivity – When the bidder or offeror is unable, or potentially unable, to provide impartial and objective assistance or advice to Putnam County Transit due to other activities, relationships, contracts, or circumstances.
 - Unequal Access to Information – When the bidder or offeror has an unfair competitive advantage through obtaining access to nonpublic information during the performance of an earlier contract.
 - Biased Ground Rules – When during the conduct of an earlier procurement, the bidder or offeror has established the ground rules for a future procurement by developing specifications, evaluation factors, or similar documents.
- Support or acquiesce in noncompetitive pricing practices between firms or between affiliated companies.
- Take any arbitrary action in the procurement process.

5.4.2. Evaluation Factors.

All solicitations issued by Putnam County Transit shall identify all factors to be used in evaluating bids or proposals. At the discretion of the County Manager, the relative order of importance and/or weights may be communicated to prospective offerors.

5.4.3. Permissible Contract Types

Putnam County Transit shall state the type of contract that will be awarded in all solicitation documents. The following types of contracts will typically be executed with the successful vendor:

5.4.3.1. Firm Fixed Price

A firm fixed price contract includes a price that remains fixed irrespective of the contractor’s cost experience in performing the contract. A firm fixed price contract may include an economic price adjustment provision, incentives, or both.

5.4.3.2. Cost Reimbursement

A cost-reimbursement contract provides for payment of the contractor’s allowable incurred costs, to the extent prescribed in the contract. Allowable costs may include incentives if the recipient believes they can prove helpful. Cost-reimbursement contracts are suitable for use only when uncertainties involved in contract performance do not permit costs to be estimated with sufficient accuracy to use any type of fixed price contract.

5.4.4. Prohibitive or Restricted Contract Types

The following contract types are prohibited or restricted:

5.4.4.1. Cost Plus Percentage of Cost

Cost plus Percentage of Cost type contracts are prohibited.

5.4.4.2. Time and Materials

Time and Materials type contracts may be used only after a written determination is made that no other contract type is suitable. In addition, the contract between Putnam County Transit and the Contractor must specify a ceiling price that the Contractor may not exceed except at its own risk.

5.4.5. Other Federal Requirements Affecting the Property or Services to be Acquired

The solicitation and resulting contract must identify those Federal requirements that will affect contract scope and performance.

5.4.6. Other Federal Requirements Affecting the Bidder or Offeror and the Contractor

The solicitation and resulting contract must identify all Federal requirements that a bidder or offeror must fulfill before and during contract performance.

5.4.7. Reservation of Right to Award to Other Than the Low Bidder or Offeror

The solicitation must specifically reserve Putnam County Transit right to award a contract to other than the low bidder or offeror. If the solicitation documents do not specify this right, Putnam County Transit will be obligated to award the contract to the low bidder.

5.4.8. Reservation of Right to Reject All Bids or Offers

The solicitation must specifically reserve Putnam County Transit's right to reject all bids or offers.

5.5. Methods of Procurement

Putnam County Transit shall use competitive procedure(s) appropriate for the acquisition undertaken. The procedures used must comply with Georgia and local law as well as with Federal requirements. Federal restrictions vary with the type of procurement method used. The following guidance is based on the requirements of ~~the Common Grant Rule for governmental recipients~~ 2 CFR § 200.318 – 200.326, supplemented by FTA policies that address the needs of FTA recipients.

5.5.1. Micro-Purchases

5.5.1.1. Definition

Micro-purchases are those purchases of products and services that cost ~~\$3,000~~ \$10,000 or less, as defined by 2 CFR §200.67 (or current threshold established by Federal Acquisition Regulations (FAR)); for purposes of this policy, Putnam County Transit will use \$3,000 as the threshold for relatively simple purchases as a means to expedite the completion of its lowest-dollar small purchase transactions and minimize the associated administrative burden and cost.

5.5.1.2. Approval Authority

Micro-purchases must be approved in writing by one of the following Putnam County Transit employees:

- County Manager; or
- Transit Manager.

5.5.1.3. Competition

Putnam County Transit may acquire products and services valued at less than \$3,000 without obtaining competitive quotations. Micro-purchases should be distributed equitably among qualified suppliers.

Micro purchases are exempt from FTA’s Buy America requirements. Davis-Bacon prevailing wage requirements, however, will apply to construction contracts exceeding \$2,000, even though the recipient uses micro-purchase procurement procedures.

5.5.1.4. Prohibited Divisions

The size or dollar value of procurements may not be divided or reduced merely to come within the micro purchase limit. The only allowable exception to this restriction is for the express purpose of fostering greater participation of DBEs, small and minority firms and women’s business enterprises in Putnam County Transit's Federally-assisted procurements.

5.5.1.5. Documentation

Every micro-purchase must be accompanied by a written determination that the price is fair and reasonable and a description of how that determination was made.

5.5.2. Small Purchases

5.5.2.1. Definition

FTA defines small purchases are those purchases of products and services, including construction services, that cost greater than ~~\$3,000~~ \$10,000 but not more than ~~\$150,000~~ \$250,000. For purposes of this policy, Putnam County Transit will consider small purchase those that cost greater than \$5,000 but not more than \$10,000.

5.5.2.2. Approval Authority

Small purchases must be approved in writing by one of the following Putnam County employees:

- County Manager; and/or
- Chairman of the Board.

5.5.2.3. Required Competition

Price or rate quotations must be obtained from an adequate number of qualified sources. It is the responsibility of Putnam County Transit to ensure that an adequate number of quotations, bids, or proposals are received

5.5.2.4. Prohibited Divisions

The size or dollar value of procurements may not be divided or reduced merely to come within the small purchase limit. The only allowable exception to this restriction is for the express purpose of fostering greater participation of DBEs, small and minority firms and women’s business enterprises in Putnam County Transit’s Federally-assisted procurements

5.5.2.5. Documentation

Every small purchase must be documented in the grantee’s written procurement history file. The level of documentation is stipulated in Section 6.6.1.

For small purchases, price quotations may be oral or written.

5.5.2.6. Special Considerations

Putnam County Transit may acquire products and services directly from State contract vendors in lieu of competitively procuring such products and services itself through the small purchase method of procurement.

Putnam County Transit reserves the right to use formal purchase methods, even if small purchase thresholds are met, if the County Manager believes it is in the best interests of the Putnam County Transit to do so.

5.5.3. Formal Purchases

5.5.3.1. Definition

Formal purchases are those purchases of products and services that cost greater than the current Federal threshold of ~~\$150,000~~ \$250,000. For purposes of this policy, Putnam County Transit will use formal procedures for all purchases over \$10,000.

5.5.3.2. Approval Authority

Large purchases must be approved in writing by the following Putnam County Transit employees or officials:

- County Manager; or
- Chairman of the Board.

No further delegation of approval authority for large purchases may be made.

5.5.3.3. Procurement Methods

There are two primary methods of procurement for large purchases of products and services:

- Sealed Bid method; and
- Competitive Proposal method.

5.5.3.4. Required Competition

Formal bids and competitive proposals must be publicly advertised.

For formal purchases by the sealed bid method of procurement, two or more responsible bidders must be willing and able to compete effectively for the business.

For formal purchases by the competitive proposal method of procurement, two or more offerors must be willing and able to submit an offer or proposal.

5.5.3.5. Required Documentation

Every formal purchase must, at a minimum, be supported by a written independent cost estimate, formal bids or proposals, a written cost or price analysis as appropriate, a written justification and detailed rationale for contractor selection (including application of evaluation criteria) and a written determination of the responsibility of the contractor. Additional

documentation requirements are dependent upon the formal procurement method that is utilized to make the purchase.

5.5.3.6. Special Considerations

Putnam County Transit may acquire products and services via ~~QPA~~ state contract in lieu of competitively procuring such products and services itself through the sealed bid and competitive proposal methods of procurement.

5.5.3.7. Procedural Methods for Sealed Bids

The sealed bid method of procurement is a formal method in which bids are publicly solicited and a firm fixed price contract is awarded to the responsible bidder whose bid, conforming to all the material terms and conditions of the Invitation for Bids (IFB), is lowest in price. The vehicle through which bids are solicited is an IFB. The IFB document contains technical specifications for the product or service to be purchased, a description of the procedures for submitting a bid, and the forms on which bids must be submitted.

(a) When Appropriate – The sealed bid method of procurement is the preferred method for acquiring products and services that, including construction services, cost greater than ~~\$100,000~~ \$10,000. The sealed bid method of procurement may also be used for small purchases if it is determined to be appropriate. The sealed bid method of procurement is appropriate if the following conditions apply:

- (1) Precise Specifications – A complete, adequate, precise, and realistic specification or purchase description is available.
- (2) Adequate Sources – Two or more responsible bidders are willing and able to compete effectively for the business.
- (3) Fixed Price Contract – The procurement generally lends itself to a firm fixed price contract.
- (4) Price Determinative – The successful bidder can be selected on the basis of price and those price-related factors listed in the solicitation including, but not limited to, transportation costs, life cycle costs, and discounts expected to be taken. Apart from responsibility determinations, contractor selection may not be determined on the basis of other factors whose costs cannot be measured at the time of award.
- (5) Discussions Unnecessary – Discussions with one or more bidders after bids have been submitted are expected to be unnecessary as award of the contract will be made based on price and price-related factors alone.

(b) Requirements for Sealed Bids – The following requirements apply to the sealed bid method of procurement:

- (1) Publicity – The Invitation for Bids must be publicly advertised.
 - i. The County Manager shall ensure that sufficient time is allowed to prepare bids before the date of bid opening.

- ii. Notice of bidding opportunities may be provided in other ways in addition, but not as a substitute, to a published notice. The methods may include, but not necessarily be limited to:
 - a. Direct notice, based on compiled vendor lists or from pre-qualification list, sent to prospective offerors; or
 - b. Use of advertisement by electronic means.
- (2) Adequate Sources – Bids must be solicited from an adequate number of known suppliers.
- (3) Adequate Specifications – The Invitation for Bids, including any specifications and pertinent attachments, must describe the property or services sought in sufficient detail that a prospective bidder will be able to submit a proper bid.
- (4) Sufficient Time – Bidders must be allowed sufficient time to prepare bids before the date of bid opening.
- (5) Public Opening – All bids must be publicly opened at the time and place prescribed in the Invitation for Bids.
- (6) Fixed Price Contract – A firm fixed price contract must be awarded in writing to the lowest responsive and responsible bidder unless the Invitation for Bids specifically allowed for award of a fixed price incentive contract or the inclusion of an economic price adjustment provision.
- (7) Rejection of Bids – Any or all bids may be rejected if there is a sound, documented business reason.

5.5.3.8. Competitive Proposals

The competitive proposal method of procurement is a formal method in which written proposals are publicly solicited and a contract is awarded to the responsible offeror whose proposal, taking into consideration price and other factors, is considered to be the most advantageous to Putnam County Transit or that is considered to be the “best value” to Putnam County Transit. The vehicle through which proposals are solicited is Request for Proposals (RFP). The RFP document contains technical specifications for the product or service to be purchased, a description of the procedures for submitting a proposal and the forms on which proposals must be submitted, if applicable.

- (a) When Appropriate – The competitive proposal method of procurement is appropriate for the acquisition of products and services that cost greater than ~~\$90,000~~ **\$10,000** when the nature of the procurement does not lend itself to sealed bidding and Putnam County Transit expects that more than one source will be willing and able to submit a proposal. The competitive proposal method of procurement may also be used for small purchases if it is determined to be appropriate. The competitive proposal method of procurement may not be used for the procurement of construction services. The competitive proposal method of procurement is appropriate when any of the following circumstances are present:

- (1) Type of Specifications – The products or services to be acquired are described in a performance or functional specification, or if described in detailed technical specifications, other circumstances such as the need for

discussions or the importance of basing contract award on factors other than price alone are present.

- (2) Uncertain Number of Sources – Uncertainty about whether more than one bid will be submitted in response to an Invitation for Bids.
- (3) Price Alone Not Determinative – Due to the nature of the procurement, contract award need not be based exclusively on price or price-related factors.
- (4) Discussions Expected – Separate discussions with individual offerors are expected to be necessary after they have submitted their proposals.

(b) Requirements for Competitive Proposals – The following requirements apply to the competitive proposal method of procurement:

- (1) Publicity – The Request for Proposals must be publicly advertised.
- (2) Evaluation Factors – All evaluation factors and their relative importance must be specified in the solicitation, but numerical or percentage ratings or weights need not be disclosed.
- (3) Adequate Sources – Proposals must be solicited from an adequate number of qualified sources.
- (4) Evaluation Method – A specific method must be established and used to conduct technical evaluations of the proposals received and to determine the most qualified offeror.
- (5) Price and Other Factors – An award must be made to the responsible offeror whose proposal is most advantageous to Putnam County Transit or that represents the “best value” to Putnam County Transit with price and other factors considered.
- (6) Best Value – Putnam County Transit may award a contract to the offeror whose proposal provides the greatest value to Putnam County Transit. To do so, the solicitation must inform potential offerors that the award will be made on a “best value” basis and identify what factors will form the basis for award. Putnam County Transit must base its determination of which proposal represents the “best value” on an analysis of the tradeoff of qualitative technical factors and price or cost factors.

5.5.3.9. Two-Step Procurements

Putnam County Transit may use two-step procurement procedures in both sealed bid and competitive proposal procurements, provided the opportunity for full and open competition is retained.

- (a) Review of Technical Qualifications and Approach – The first step is a review of the prospective contractors’ technical approach to Putnam County Transit’s request and their technical qualifications to carry out that approach followed by the establishment of a competitive range consisting of prospective contractors that demonstrate a technically satisfactory approach and have satisfactory qualifications.
- (b) Review of Bids and Proposals Submitted by Qualified Prospective Contractors – The second step consists of soliciting and reviewing complete bids or proposals, including

price, submitted by each prospective contractor determined to be qualified. Absent exceptional circumstances, bids or proposals must be solicited from at least three qualified prospective contractors.

5.5.3.10. Architectural and Engineering (A&E) Services and Other Services

FTA’s enabling legislation at 49 U.S.C. § 5325(b)(1) requires the use of the qualifications-based procurement procedures contained in the “Brooks Act,” 40 U.S.C. § 1101 through 1104, to acquire A&E services.

(a) Qualifications-Based Procurement Procedures Required – Putnam County Transit must use qualifications-based procurement procedures to acquire architectural and engineering (A&E) services as well as certain other services that are directly in support of, directly connected to, directly related to, or lead to construction, alteration, or repair of real property. In addition to A&E services, other services that must be procured by qualifications-based procurement procedures include:

- Program management;
- Construction management;
- Feasibility studies;
- Preliminary engineering;
- Design, architectural, engineering;
- Surveying, mapping; and
- Other related services.

The nature of the work to be performed and its relationship to construction, not the nature of the prospective contractor, determine whether qualifications-based procurement procedures may be used.

(b) Qualifications-Based Procurement Procedures Prohibited – Unless FTA determines otherwise in writing, qualifications-based procurement procedures may not be used to acquire other types of services if those services are not directly in support of, directly connected to, directly related to, or do not lead to construction, alteration, or repair of real property. Qualifications-based procurement procedures may not be used for actual construction, alteration or repair to real property.

(c) Qualifications-Based Procurement Procedures – The following procedures apply to qualifications-based procurements:

- (1) Qualifications – Unlike other two-step procurement procedures in which price is an evaluation factor, an offeror’s qualifications are evaluated to determine contract award.
- (2) Price – Price is excluded as an evaluation factor.
- (3) Most Qualified – Price negotiations are first conducted with only the most qualified offeror.

- (4) **Next Most Qualified** - Only after failing to agree on a fair and reasonable price may negotiations be conducted with the next most qualified offeror. Then, if necessary, negotiations with successive offerors in descending order may be conducted until contract award can be made to the offeror whose price the recipient believes is fair and reasonable.

5.6. Procurement by Other Than Full and Open Competition

Normally, Putnam County Transit must provide for full and open competition when soliciting bids or proposals. Federal regulations at 2 CFR § 200.320(f)(1) – (4), however, acknowledges that under certain circumstances, a recipient may conduct procurements without providing for full and open competition.

5.6.1. When Appropriate

Noncompetitive procurement procedures may only be used when the procurement is inappropriate for small purchase procedures, sealed bids, or competitive proposals, and at least one of the following circumstances are present:

5.6.1.1. Competition Adequacy

After soliciting several sources and receiving an inadequate response, Putnam County Transit shall review its specifications to determine if they are unduly restrictive or if changes can be made to encourage submission of more price quotes, bids or proposals. If Putnam County Transit determines that the specifications are not unduly restrictive and changes cannot be made to encourage greater competition, Putnam County Transit may determine the original competition adequate and complete the purchase from among the sources that submitted a price quote, bid or proposal. A cost analysis must be performed in lieu of a price analysis when this situation occurs.

5.6.1.2. Sole Source

When Putnam County Transit requires products or services available from only one responsible source, and no other products or services will satisfy its requirements, Putnam County Transit may make a sole source award. In addition, when Putnam County Transit requires an existing contractor to make a change to its contract that is beyond the scope of that contract, Putnam County Transit will consider the change a sole source award that must be justified. Sole source awards are only appropriate when one of the following conditions apply:

- (a) **Unique Capability or Availability** – The products or services are available from only one source if one of the conditions described below is present:

- (1) **Unique or Innovative Concept** – The offeror demonstrates a unique or innovative concept or capability not available from another source. Unique or innovative concept means a new, novel, or changed concept, approach, or method that is the product of original thinking, the details of which are kept confidential or are patented or copyrighted, and is available to Putnam County

Transit only from one source and has not in the past been available to Putnam County Transit from another source.

(2) Patents or Restricted Data Rights – Patent or data rights restrictions preclude competition.

(3) Substantial Duplication Costs – In the case of a follow-on contract for the continued development or production of highly specialized equipment and major components thereof, when it is likely that award to another contractor would result in substantial duplication of costs that are not expected to be recovered through competition.

(4) Unacceptable Delay – In the case of a follow-on contract for the continued development or production of a highly specialized equipment and major components thereof, when it is likely that award to another contractor would result in unacceptable delays in fulfilling Putnam County Transit's needs.

(b) Single Bid or Proposal – Upon receiving a single bid or proposal in response to a solicitation, Putnam County Transit should determine if competition was adequate. This should include a review of the specifications for undue restrictiveness and might include a survey of potential sources that chose not to submit a bid or proposal.

(1) Adequate Competition – Competition is adequate when the reasons for a single response were caused by conditions beyond Putnam County Transit's control.

(2) Inadequate Competition – Competition is inadequate when the reasons for a single response were caused by conditions within Putnam County Transit's control.

(c) Unusual and Compelling Urgency – Putnam County Transit may limit the number of sources from which it solicits bids or proposals when Putnam County Transit has such an unusual and urgent need for the products or services that Putnam County Transit would be seriously injured unless it were permitted to limit the solicitation. Putnam County Transit may also limit the solicitation when the public exigency or emergency will not permit a delay resulting from competitive solicitation for the products or services.

(d) Authorized by GDOT – Putnam County Transit may request permission from GDOT to allow it to use noncompetitive proposals for a particular procurement.

(e) When Prohibited – Less than full and open competition is not justified based on:

(1) Failure to Plan – Putnam County Transit's lack of advance planning, resulting in limited competition, is not justification for a sole source or single bid award.

(2) Limited Availability of Federal Assistance – Concerns about the amount of Federal assistance available to support the procurement;

(f) Procurement Procedures – The following requirements apply when Putnam County Transit completes a procurement utilizing less than full and open competition:

(1) Potential Sources – Putnam County Transit must solicit offers from as many potential sources as is practicable under the circumstances.

(2) Sole Source Justification – Putnam County Transit must justify all sole source procurements in writing. Sole source procurement justifications must describe the reasons for why a sole source procurement is appropriate, state which of the authorized justifications listed in Section 5.6.1.2 are applicable, include a cost analysis and be signed by the County Manager. If Putnam County Transit decides to solicit an offer from only one source, Putnam County Transit must justify its decision in writing. The written justification must include the same elements as a sole source justification except that it must state which of the authorized justifications listed in Section 5.6.1.2 are applicable to the sole source purchase.

(3) Cost Analysis – Putnam County Transit must prepare or obtain a cost analysis verifying the proposed cost data, the projections of the data, and the evaluation of the costs and profits. A price analysis shall not be adequate to justify a sole source purchase.

(g) Exception for Procurement Activities Using Non-FTA Funds – When it is determined by the County Manager to be in the best interest of Putnam County Transit, noncompetitive procurement procedures may be utilized to acquire professional or other transportation-related services that do not involve the use of FTA financial assistance. Any such determination must be made in writing and signed by the County Manager.

5.7. Evaluation Requirements

The following standards shall apply to all evaluations of bids or proposals conducted by Putnam County Transit.

5.7.1. General

When evaluating bids or proposals received in response to a solicitation, Putnam County Transit shall consider all evaluation factors specified in the solicitation documents and shall evaluate the bids or offers proposals only on the evaluation factors included in those solicitation documents. Putnam County Transit may not modify its evaluation factors after bids or proposals have been received without re-opening the solicitation.

5.7.2. Options

The following standards shall apply when awarding contracts that include options:

5.7.2.1. Evaluation Required

In general, Putnam County Transit must evaluate bids or offers for any option quantities or periods contained in a solicitation if it intends to exercise those options after the contract is awarded.

5.7.2.2. Evaluation Not Required

Putnam County Transit need not evaluate bids or offers for any option quantities when Putnam County Transit does not intend to exercise those options after the contract is awarded or if it determines that evaluation would not otherwise be in its best interests.

5.7.2.3. Evaluators

In addition to evaluators with experience in technical or public policy matters related to the procurement, other evaluators may also include auditors and financial experts to the extent that the County Manager determines would be necessary or helpful. If Putnam County Transit lacks qualified personnel within its organization, it may solicit evaluators from other transit organizations or may contract for evaluation services. If it does so, the procurement procedures in this policy will apply to those contracts and to those contractors selected to perform evaluation functions on behalf of the recipient.

5.8. Contract Award Requirements

The following standards shall apply to all contract award decisions made by Putnam County Transit:

5.8.1. Award to Other Than the Lowest Bidder or Offeror

Putnam County Transit may award a contract to other than the lowest bidder if the award furthers an objective consistent with the purposes of 49 U.S.C. Chapter 53, including improved long-term operating efficiency and lower long-term costs. Putnam County Transit may also award a contract to other than the offeror whose price proposal is lowest, when stated in the evaluation factors of the solicitation. In both cases, Putnam County Transit must include a statement in its solicitation document reserving the right to award the contract to other than the low bidder or offeror.

5.8.1.1. Award Only to a Responsible Bidder or Offeror

Putnam County Transit may only award contracts to responsible contractors possessing the ability, willingness, and integrity to perform successfully under the terms and conditions of the contract and who demonstrate that its proposed subcontractors also qualify as responsible. Putnam County Transit must consider such matters as contractor integrity, compliance with public policy, record of past performance and financial and technical resources when making a determination of contractor responsibility. Putnam County Transit must also ensure that the contractor is not listed as a debarred or suspended contractor on the System for Award Management (SAM), which is maintained by the General Services Administration (GSA), at the time of contract award. Entities that are listed as debarred or suspended contractors on SAM may not be determined to be responsible contractors by Putnam County Transit. For every procurement action above the micro-purchase level, Putnam County Transit must make a written determination of the responsibility of the contractor and include such determination in the applicable contract file (See Section 3.6).

To designate a prospective contractor “responsible” as required by 49 U.S.C. § 5325, Putnam County Transit, at a minimum, must determine and ensure that the prospective contractor satisfies the following criteria described herein. In addition to being otherwise qualified and eligible to receive the contract award under applicable laws and regulations, a responsible contractor:

- (a) Integrity and Ethics – Has a satisfactory record of integrity and business ethics, in compliance with 49 U.S.C. Section 5325(j)(2)(A).
- (b) Debarment and Suspension – Is neither debarred nor suspended from Federal programs under DOT regulations, “Nonprocurement Suspension and Debarment,” 2 CFR Parts 180 and 1200, or under the FAR at 48 CFR Chapter 1, Part 9.4.
- (c) Affirmative Action and DBE – Is in compliance with the Common Grant Rules’ affirmative action and FTA’s Disadvantaged Business Enterprise requirements.
- (d) Public Policy – Is in compliance with the public policies of the Federal Government, as required by 49 U.S.C. § Section 5325(j)(2)(B).
- (e) Administrative and Technical Capacity – Has the necessary organization, experience, accounting, and operational controls, and technical skills, or the ability to obtain them, in compliance with 49 U.S.C. Section 5325(j)(2)(D).
- (f) Licensing and Taxes – Is in compliance with applicable licensing and tax laws and regulations.
- (g) Financial Resources – Has, or can obtain, sufficient financial resources to perform the contract, as required by 49 U.S.C. Section 5325(j)(2)(D).
- (h) Production Capability – Has, or can obtain, the necessary production, construction, and technical equipment and facilities.
- (i) Timeliness – Is able to comply with the required delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.
- (j) Performance Record – Is able to provide a:
 - (1) Current Performance – Satisfactory current performance record; and
 - (2) Past Performance – Satisfactory past performance record in view of its records of long-time performance or performance with a predecessor entity, including:
 - i. Sufficient Resources. Key personnel with adequate experience, a parent firm with adequate resources and experience, and key subcontractors with adequate experience and past performance,
 - ii. Adequate Past Experience. Past experience in carrying out similar work with particular attention to management approach, staffing, timeliness, technical

- success, budgetary controls, and other specialized considerations as described in the recipient’s solicitation, and
- iii. Any Past Deficiencies Not the Fault of the Bidder or Offeror. A prospective bidder or offeror that is or recently has been seriously deficient in contract performance is presumed to be non-responsible, unless the recipient determines that the circumstances were properly beyond the bidder or offeror’s control, or unless the bidder or offeror has taken appropriate corrective action. Past failure to apply sufficient tenacity, perseverance, and effort to perform acceptably is strong evidence of non-responsibility. Failure to meet the quality requirements of a contract is a significant factor to consider in determining satisfactory performance. GDOT expects Putnam County Transit to consider the number of the bidder or offeror’s contracts involved and the extent of deficient performance in each contract when making this determination.

5.8.1.2. Rejection of Bids and Proposals

Putnam County Transit may reject all bids or proposals submitted in response to an Invitation for Bids or Request for Proposals. Putnam County Transit must include a statement in its solicitation document reserving the right to reject all bids or proposals.

- (a) Extent and Limits of Contract Award – The selection of a contractor to participate in one aspect of a project does not, by itself, constitute a sole source selection of the contractor’s wholly owned affiliates to perform other work in connection with the project.

5.9. Independent Cost Estimate and Cost and Price Analysis

5.9.1. Independent Cost Estimate

For every procurement, Putnam County Transit shall make a written independent estimate of cost prior to receiving price quotes, bids or proposals.

5.9.2. Cost or Price Analysis

Putnam County Transit shall perform a cost or price analysis in connection with every procurement ~~action above the Federal small acquisition threshold~~ over \$250,000 and for all contract modifications.

5.9.2.1. Price Analysis

If Putnam County Transit determines that competition was adequate, a written price analysis, rather than a cost analysis, is required to determine the reasonableness of the proposed contract price.

5.9.2.2. Cost Analysis

Putnam County Transit must perform or obtain a cost analysis when:

- (a) A price analysis will not provide sufficient information to determine the reasonableness of the contract cost.
- (b) When the offeror submits elements of the estimated cost.
- (c) When only a sole source is available, even if the procurement is a contract modification.
- (d) In the event of a change order.

5.9.3. Approval of Contracts

All contracts must be signed by the Chairman of the Board.

6. CONTRACT ADMINISTRATION REQUIREMENTS AND CONSIDERATIONS

6.1. Putnam County Transit Staff Responsibilities

Prior to execution of third party contracts, Putnam County Transit shall designate a Project Manager to serve as Putnam County Transit's principal contact with the contractor and as the primary administrator of the contract. The designated Project Manager for each contract shall have responsibility for directing and overseeing the work performed by the contractor; reviewing and approving deliverables and invoices from the contractor; determining percentage of contract completion for progress payments (if applicable); making recommendations on the exercise of contract options (if applicable); recommending contract changes; preparing justifications for contract changes; performing independent cost estimates and cost or price analyses for contract changes; making recommendations on approval or rejection of subcontractors; assisting with the resolution of contract disputes; making recommendations on contract termination or other contractor disciplinary actions; maintaining complete contract files; and other contract administration duties that may be necessary.

6.2. Administrative Restrictions on the Acquisition of Property and Services

The following Federal laws and regulations impose administrative requirements, many of which will affect specific third party procurements.

6.2.1. Legal Eligibility

The property or services acquired must be eligible for support under the restrictions accompanying the Federal statute authorizing the Federal assistance to be used.

6.2.2. Scope of the Project

The property or services acquired must be eligible for support within the scope of the underlying grant or cooperative agreement from which the Federal assistance to be used is derived.

6.2.3. Period of Performance

Putnam County Transit will use sound business judgment and be judicious in establishing and extending a contract's period of performance.

6.2.3.1. General Standards

The period of performance generally should not exceed the time necessary to accomplish the purpose of the contract. Putnam County Transit will also consider competition, pricing, fairness, and public perception. Putnam County Transit's procurement files will document its rationale for determining the performance period designated for each contract.

6.2.3.2. Time Extensions

Consistent with the general tone of FTA Circular 4220.1F, contract time extensions shall be considered in light of whether they are permissible changes or impermissible cardinal changes. Once Putnam County Transit awards a third party contract, an extension of the contract term length that amounts to a cardinal change will require a sole source justification.

6.2.3.3. Authority to Extend

The Chairman of the Board has the sole authority to approve and execute contract modifications. The County Manager for the contract shall recommend all contract time; prior to making a recommendation for a contract time extension. The County Manager shall prepare a written justification and cost analysis (if applicable) for the contract time extension and shall negotiate the appropriate contract modification with the contractor.

6.3. Federal Cost Principles

Federal rules require project costs to conform to applicable Federal cost principles for allowable costs. In general, costs must be necessary and reasonable, allocable to the project, authorized or not prohibited by Federal law or regulation, and must comply with Federal cost principles applicable to the recipient.

OMB guidance for grants and agreements, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR § 200, applies to project costs incurred Putnam County Transit.

6.4. Payment Provisions

Putnam County Transit will follow the provisions of this section when using FTA funds to support its third party contracts.

6.4.1. Financial Support for the Project

Costs may only be incurred by Putnam County Transit if GDOT has awarded a financial assistance contract to Putnam County Transit.

6.4.1.1. Progress Payments

Progress payments are payments for contract work that has not been completed. Putnam County Transit may use GDOT assistance to support progress payments provided the recipient obtains adequate security for those payments and has sufficient written documentation to substantiate the work for which payment is requested.

6.4.1.2. Adequate Security for Progress Payments

Adequate security for progress payments may include taking title or obtaining a letter of credit or taking equivalent measures to protect the recipient’s financial interest in the progress payment. Adequate security should reflect the practical realities of different procurement scenarios and factual circumstances. Putnam County Transit should always consider the costs associated with providing security (for example, the recipient may need to acquire bonds or letters of credit in the commercial marketplace) and the impact of those costs on the contract price, as well as the consequences of incomplete performance.

6.4.1.3. Adequate Documentation

Sufficient documentation is required to demonstrate completion of the amount of work for which progress payments are made.

6.4.1.4. Percentage of Completion Method

Federal rules require that any progress payments for construction contracts be made on a percentage of completion method described therein. Putnam County Transit, however, may not make progress payments for other than construction contracts based on this percentage method.

6.5. Protections Against Performance Difficulties

Putnam County Transit shall include provisions in its third party contracts that will reduce potential problems that might occur during contract performance, as follows:

6.5.1. Changes

Putnam County Transit shall include provisions that address changes and changed conditions in all third party contracts except for routine supply contracts.

6.5.2. Remedies

Putnam County Transit shall include provisions that address remedies in its third party contracts. Provisions related to remedies may include provisions for:

6.5.2.1. Liquidated Damages

Putnam County Transit may use liquidated damages if Putnam County Transit reasonably expects to suffer damages through delayed contract completion, or if weight requirements are exceeded, and the extent or amount of such damages are uncertain and would be difficult or impossible to determine. Rate and measurement standards must be calculated to reasonably reflect Putnam County Transit's costs should the standards not be met, and must be specified in the solicitation and contract. The assessment for damages may be established at a specific rate per day for each day beyond the contract’s delivery date or performance period. A

measurement other than a day or another period of time, however, may be established if that measurement is appropriate, such as weight requirements in a rolling stock purchase. The contract file must include a record of the calculation and rationale for the amount of damages established. Any liquidated damages recovered must be credited to the project account.

6.5.2.2. Violation or Breach

Third party contracts exceeding \$250,000 must include administrative, contractual, or legal remedies for violations or breach of the contract by the third party contractor.

6.5.2.3. Suspension of Work

Putnam County Transit may include provisions pertaining to suspension of work in its third party contracts.

6.5.2.4. Termination

Termination for cause and termination for convenience provisions must be included in third party contracts exceeding \$10,000.

6.6. Contents of Complete Contract Files

The following documents shall comprise the contents of a complete contract file for procurements above the micro-purchase level:

6.6.1. Written Record of Procurement History

Putnam County Transit shall maintain written records detailing the history of the procurement, including records relating to:

6.6.1.1. Procurement Method

Putnam County Transit must provide its rationale for the method of procurement it used for each contract, including a sole source justification for any acquisition that does not qualify as competitive.

6.6.1.2. Contract Type

Putnam County Transit must state the reasons for selecting the contract type it used.

6.6.1.3. Contractor Selection

Putnam County Transit must state its reasons for contractor selection or rejection, including written justification and evaluation documents.

6.6.1.4. Contractor Responsibility

Putnam County Transit must provide a written determination of responsibility for the successful contractor.

6.6.1.5. Cost or Price

Putnam County Transit must evaluate and state its justification for the contract cost or price, including the independent cost estimate and cost or price analysis.

6.6.1.6. Reasonable Documentation

Putnam County Transit must retain documentation commensurate with the size and complexity of the procurement, including documents related to solicitation, receipt and evaluation of offers, and contract award, negotiation and execution.

6.7. Access to Records

Federal rules (49 U.S.C. § 5325(g)) provide FTA and GDOT officials, the Comptroller General, or any of their representatives, access to and the right to examine and inspect all records, documents, and papers, including contracts, related to any FTA project financed with Federal assistance authorized by 49 U.S.C. Chapter 53.

6.8. Contract Administration and Close-Out Documents

Putnam County Transit shall maintain written records detailing the performance and close-out of the contract, including records relating to:

6.8.1. Contractor Performance

Putnam County Transit must maintain documents related to contractor adherence to budget and schedule, compliance with contract terms and conditions, DBE participation, progress reports, disputes and disciplinary actions.

6.8.2. Contract Deliverables

Putnam County Transit must maintain copies of all contract deliverables and records relating to approval, rejection and requested modifications of contract deliverables.

6.8.3. Contract Changes

Putnam County Transit must maintain copies of all contract modifications, including documentation related to the determination of need, written justification and rationale, cost analysis, negotiation and execution.

6.8.4. Contract Payments

Putnam County Transit must retain documentation of invoices, approval of payments, requests for modifications to invoices, determination of percentage of contract completion for partial payments (if applicable), and ownership of title to partial work products.

6.8.5. Contract Close-Out

Putnam County Transit must retain documentation related to contractor performance and evaluation, approval of final deliverables and payments, transfer of title to complete work products to Putnam County Transit, and contract audit and final reconciliation.

6.9. Protest Procedures

6.9.1. Statement of Policy

Putnam County Transit is responsible for resolving all contractual and administrative issues, including protests of evaluations and contract awards, arising out of its third party procurements using good administrative practices and sound business judgment.

In general, GDOT will not substitute its judgment for that of Putnam County Transit unless the matter is primarily a Federal concern. Nevertheless, GDOT and FTA can become involved in Putnam County Transit's administrative decisions when a Putnam County Transit protest decision is appealed to GDOT.

Putnam County Transit shall give timely notification to GDOT when it receives a third party procurement protest and will keep FTA informed about the status of any such protest. Putnam County Transit shall disclose all information about any third party procurement protest to GDOT upon request.

Putnam County Transit's procedure for addressing third party procurement protests is described in Paragraph 6.9.2 below. Putnam County Transit shall insert its protest procedure in all solicitation documents for products and services having an estimated value of \$100,000 or greater.

6.9.2. Putnam County Transit Staff Responsibilities

The following staff responsibilities shall be assigned in all protests:

- **County Manager** – Responsibilities include: ensuring that the Putnam County Transit Protest Procedure is included in all solicitation documents; and providing information to and assisting the Chairman of the Board and the County Attorney with the resolution of protests.
- **County Attorney** – Responsibilities include: reviewing all procurement protests; and advising and assisting the Putnam County Transit as needed with the resolution of all procurement protests.

6.9.3. Solicitation Provision

Putnam County Transit shall insert the following provision in all solicitation documents:

6.9.3.1. Pre-Proposal Protests

All protests concerning solicitation specifications, criteria and/or procedures shall be submitted in writing (defined as being sent or received via letter or facsimile on official firm/agency letterhead or by electronic mail) to the County Manager as specified below not later than ten (10) business days prior to the deadline for submission of bids/proposals.

The County Manager may, within his or her discretion, postpone the deadline for submission of bids/proposals, but in any case, shall provide a written response to all protests not later than five (5) business days prior to the deadline for submission of bids/proposals. If the deadline for submission of bids/proposals is postponed by the County Manager as the result of a protest the postponement will be announced through an addendum to the solicitation.

The decision by the County Manager shall be the final agency decision on the matter but shall be subject to judicial review as set forth by FTA below.

6.9.3.2. Pre-Award Protests

With respect to protests made after the deadline for submission of bids/proposals but before contract award by Putnam County Transit, protests shall be limited to those protests alleging a violation of Federal or State law, a challenge to the bids/proposals evaluation and award process, Putnam County Transit's failure to have or follow its protest procedures or its failure to review a complaint or protest. Such protests shall be submitted in writing (defined as being sent or received via letter or facsimile on official firm/agency letterhead or by electronic mail) to the County Manager as specified below not later than five (5) business days after the Recommendation for Contract Award announcement by Putnam County Transit.

The County Manager may, within his or her discretion, postpone the award of the contract, but in any case, shall provide a written response to all protests not later than three (3) business days prior to the date that Putnam County Transit shall announce the contract award.

The decision by the County Manager shall be the final agency decision on the matter but shall be subject to judicial review as set forth or review by GDOT as specified below.

6.9.4. Requirements for Protests

All protests must be submitted to Putnam County Transit in writing (defined as being sent or received via letter or facsimile on official firm/agency letterhead or by electronic mail), with sufficient documentation, evidence and legal authority to demonstrate that the Protestor is entitled to the relief requested. The protest must be certified as being true and correct to the best knowledge and information of the Protestor, and be signed by the Protestor. The protest must also include a mailing address to which a response should be sent.

Protests received after the deadlines for receipt of protests specified above are subject to denial without any requirement for review or action by Putnam County Transit.

All protests must be directed in writing (defined as being sent or received via letter or facsimile on official firm/agency letterhead or by electronic mail) to the County Manager at the address shown in the solicitation documents.

6.9.5. Protest Response

The County Manager shall issue written responses to all protests received by the required protest response dates. All protest responses shall be transmitted by first-class U.S. Postal Service to the address indicated in the protest letter.

For convenience, Putnam County Transit will also send a copy of the response to a protest to the Protester by facsimile and/or electronic mail if a facsimile number and/or electronic mail address are indicated in the protest letter. The protest response transmitted by U.S. Postal Service shall be the official Putnam County Transit response to the protest and Putnam County Transit will not be responsible for the failure of the Protester to receive the protest response by either facsimile or electronic mail.

6.9.6. Review of Protests by GDOT

All protests involving contracts financed with Federal assistance shall be disclosed to GDOT. Protesters shall exhaust all administrative remedies with Putnam County Transit prior to pursuing protests with GDOT. GDOT limits its reviews of protests to: a grantee’s failure to have or follow its protest procedures; a grantee’s failure to review a complaint or protest when presented an opportunity to do so; or violations of Federal law or regulation. Appeals to GDOT must be received within five (5) working days of the date the Protester has received actual or constructive notice of Putnam County Transit final decision or within five (5) working days of the date the Protester has identified other grounds for appeal to GDOT.

File Attachments for Item:

9. Request by Canal Wood for Waiver of Interest and Penalties (staff-TC)

Tax Commissioner Request Submitted on Behalf of Taxpayer

Date: 6/17/2020
 Name on Tax Bill: Canal Wood
 Nature of Request: Waiver of Interest & Penalties, 2018 Timber bill

Tax Years:	Original FMV:	Original Tax Bill:	Penalties Added:	Interest Added:	Fees Added:	Total Due:	Paid as of Request Date:	Remaining Due"
2018	12,225.00	275.64	55.12	46.16	0.00	376.92	(376.92)	0.00
Total Waiver Requested:								\$ 101.28

Taxpayer's Reason for Requesting Waiver:

Timber was cut by Canal Wood, and Canal Wood submitted a timber report to our office in April, 2018, showing Canal Wood as landowner. As required by state law, bill was mailed to Canal Wood, with a due date of 06/08/2018. Late notice was sent to Canal Wood on 09/18/18. An employee of Canal Wood called our office on 09/20/18, saying they were not the property owner. Instructions were given to file a CORRECTED timber report, reflecting the correct owner to be billed. THIS WAS NEVER DONE.

In working delinquent accounts recently, Mr. Hobbs researched the parcel to find out the the property owner was Mr. Hudson. On 06/09/20, Mr. Hobbs mailed a copy of the bill to Mr. Hudson, with a note that the bill had never been paid by Canal Wood. On 06/16/2020, the attached letter was received from Mr. Hudson. Per phone call Mr. Hudson asked that his request be forwarded to the Putnam County Board of Commissioners for consideration.

Tax Commissioner's recommendation is for refund of interest and penalties, based on the time lapse between second billing in 2018 and followup in 2020, and the fact that the property owner paid the bill promptly upon being made aware of the situation.

Signature: Pamela K Lancaster Date: 6/17/2020
 Pamela K. Lancaster, Putnam County Tax Commissioner

Signature: _____ SEE ATTACHED LETTER FROM MR. JOE HUDSON Date: _____

FOR COUNTY USE ONLY:

Request Approved: _____
 Request Denied: _____

Signature of Chairman, Putnam County Board of Commissioners: _____

Notes:

June 11, 2020

Mrs. Pamela K. Lancaster
Putnam County Tax Commissioner
100 S. Jefferson St., Suite 207
Eatonton, GA 31024

Dear Pam,

I received two timber tax bills in the mail today. The first one in the amount of \$730.16 was mailed to me on or about November 8, 2019, and I paid this bill promptly. The second bill dated June 2, 2018 in the amount of \$275.64 was apparently sent to Canal Wood in Monticello, GA, the company that cut my timber. I never received this bill, or I would have paid it promptly as I did the other one.

When I received this bill, I called Mr. Jerry Hobbs since he is the one who sent me this bill with a yellow sticky note attached saying, "Joe, timber cut off this property and bill not paid." He is correct; the bill has not been paid because I never received the bill. Apparently when Canal Wood sent the bill back to your office, it was never corrected because the owner of the timber still listed on the bill is Canal Wood. Jerry said when small bills like this get filed, they may stay hidden until someone like him discovers that it has not been paid. Then the bill is sent to the right owner, and the bill gets paid.

I thanked Jerry for sending me the bill and told him I would send a check. When I reviewed the bill to see exactly how much I should make my check for, I discovered that I am being charged interest in the amount of \$46.16 and penalty in the amount of \$55.12. I do not feel that I should have to pay \$101.28 over and above the actual timber tax amount of \$275.64. I am enclosing my check to pay this bill. I have not filled in the amount. You may fill in the amount that you believe I legitimately owe the county.

Thank you.



Joe Hudson

FSBNF
FSBNF01

PAMELA K. LANCASTER PUTNAM COUNTY TAX COMM
Bill Notes Update

Bill No 2018 T 000018

6/17/20
14:06:11

78

Taxpayer Name. . . CANAL WOOD
Additional Name.

Map Blk Par Sub
023 005

N# Note Date Usr Note Text
01 2018 09 18 KMM MAILER SENT 9/18/18
02 2018 09 20 PKL TONY FROM CANAL CALLED & SAID THEY ARE NOT THE PROP. OWNER
03 2018 09 20 PKL TOLD HIM TO SEND CORRECTED TIMBER TAX FORM & LETTER EXPLAIN
04 2020 06 09 JWH NOTICE

Enter Note Number Ck Notes more...
Y (YN)
F3=Return F7=End

IMPORTANT MESSAGES - PLEASE READ

Pamela K. Lancaster
Putnam County Tax Commissioner
100 S. Jefferson St., Suite 207

Eatonton, GA 31024
(706)485-5441

You are receiving this bill due to a change. The change may be due to a variety of factors, such as recent purchase of the property, settlement of an appeal, partial payment of taxes due, or other adjustments. THIS IS THE CORRECT BILL. Please pay this bill instead of the original bill. If you have any questions, please call (706)485-5441.

Thank You,

Pamela K. Lancaster
Putnam County Tax Commissioner

PAY PROPERTY TAX BILLS ONLINE:
www.putnamgatax.com

Email: pctcl17@yahoo.com

CANAL WOOD
PO BOX 475
MONTICELLO GA 31064

2018 AD VALOREM TAX NOTICE FOR REAL AND PERSONAL PROPERTY

BILL NUMBER		MAP NUMBER		PROPERTY DESCRIPTION	
2018 7 000018	023 005				
FAIR MARKET VALUE	ASSESSED VALUE	HOMESTEAD CODE	TAX DISTRICT	PROPERTY ACCOUNT	
12.225	12.225		01	T112304	
TAX ENTITY	EXEMPTION	NET ASSESSMENT	TAX RATE	TAX AMOUNT	
COUNTY		12.225	8.277	101.19	
SCHOOL		12.225	14.269	174.45	
SALES TAX CREDIT SAVINGS 14.30			TOTAL TAXES	275.64	
			INTEREST	46.16	
			LATE FEES		
			PENALTY	55.12	
			BACK TAXES		
			PAYMENTS RECEIVED		
			TOTAL DUE	376.92	
			DATE DUE	06/02/2018	

PAST DUE

CANAL WOOD
PO BOX 475
MONTICELLO GA 31064

Please address all payments to

Pamela K. Lancaster
Putnam County Tax Commissioner
100 S. Jefferson St., Suite 207

Eatonton, GA 31024

Please place this bill number on your check →	2018 7 000018
ACCOUNT NUMBER	T112304
AMOUNT DUE	376.92
AMOUNTS VALID THROUGH	07/02/2020
DUE DATE	06/02/2018
Please make check or Money Order Payable to: Putnam County Tax Commissioner	
If a receipt is desired, please furnish a stamped, self-addressed envelope with your payment	
Please Note: If taxes are to be paid by your mortgage company, send them this portion only.	

File Attachments for Item:

10. Request by John Culpepper to appeal the Planning & Zoning Commission decision of June 10, 2020 for a rear yard setback variance at 145 Collis Marina Road (staff-P&D)



PUTNAM COUNTY PLANNING & DEVELOPMENT

117 Putnam Drive, Suite B ♦ Eatonton, GA 31024

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

slb
JUN 18 20 4:12 PM

City of Eatonton
Putnam County

PLAN-2020-00842

APPEAL APPLICATION

THE UNDERSIGNED HEREBY REQUESTS AN APPEAL BEFORE THE:
_____ PLANNING & ZONING COMMISSION

BOARD OF COMMISSIONERS/CITY COUNCIL

APPLICANT: JOHN CULPEPPER

ADDRESS: 104 DOUG LANE
EATONTON, GA, 31024

PHONE: 770.354.5444

APPEAL IS AGAINST: (check one of the following)

_____ Decision made by the Director of Planning & Development

_____ Building Permit # _____

Planning & Zoning Commission Decision

REASON FOR APPEAL:

PLEASE SEE ATTACHMENT
THANK YOU!

RCUD 2020 JUN 18

slb

FILING FEE (\$100.00 - CHECK NO. 003 CASH _____)

SIGNATURE OF APPLICANT: [Signature] DATE: 6-18-2020

* ALL APPEALS MUST BE FILED WITHIN TEN DAYS OF SAID DECISIONS PER THE PUTNAM COUNTY CODE OF ORDINANCES, CHAPTER 66 - ZONING, SEC. 66-62(e)(1) AND SEC. 66-64(a)(6)a.

OFFICE USE: DATE FILED: 6/18/2020 RECEIVED BY: A Evans
DATE OF DECISION MADE BY DIRECTOR OF PLANNING & DEVELOPMENT: _____
DATE BUILDING PERMIT ISSUED: _____
DATE HEARD BEFORE PLANNING & ZONING COMMISSION: _____

APPEAL APPLICATION ATTACHMENT

Request by Mark Smith, agent for Duke Gibbs for a side (withdrawn) and rear yard setback variance at 145 Collis Marina Road. Presently zoned RM-2 [Map 104B, Parcel 011, District 3].

REASON FOR APPEAL:

The Application signed by Mark Smith, agent for Duke Gibbs, on 2/27/2020 (page 4 attached) and Letter of Intent signed by Simone N. Jones and received by the County on 2/27/2020 (page 5 attached) both contain incorrect information.

The Application indicates the Total Footprint (proposed structure) for Map 104B, Parcel 011, zoned RM-2, is two (2) buildings of 10,800 square feet each. This is not a true statement. It would require the use of Map 104B, Parcel 012, to accommodate two buildings of this size, which is not possible since Map 104B, Parcel 012 is zoned R-1.

The Letter of Intent states that both lots are zoned RM-2, again, this is not a true statement; Map 104B, Parcel 012 is zoned R-1. While only the Recorded Plat for Map 104B, Parcel 011 (page 7 attached) was submitted to support the Application, the actual staked off area of the "proposed construction site" involved both Parcel 011 and Parcel 012, which until such time as both parcels are zoned appropriately, should not be considered by the Planning and Zoning Commission.

Lastly, contrary to the Application's Reason for Request indicating the lot's "unique, irregular configurations and narrowness", it should be noted that when Map 104B, Parcel 011 was rezoned to current RM-2 status, it was for six (6) units requiring NO setback variances.

NCUD 2020 JUN 18





PUTNAM COUNTY PLANNING & DEVELOPMENT

117 Putnam Drive, Suite B ♦ Eatonton, GA 31024

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

Agenda

Wednesday, June 10, 2020 ♦ 6:30 PM

Putnam County Administration Building – Room 203

Opening

- 1. Call to Order
- 2. Attendance
- 3. Rules of Procedures

Requests

- 4. Request by **Mark Smith, agent for Duke Gibbs** for a side and rear yard setback variance at 145 Collis Marina Road. Presently zoned RM-2. [**Map 104B, Parcel 011, District 3**].

New Business

Adjournment

The Planning & Zoning Commission meeting will be conducted pursuant and in accordance with O.C.G.A. Chapter 36-66.

Notice: All opponents to any rezoning request on the Planning & Zoning Commission and the Board of Commissioners agendas must file a disclosure of campaign contributions with the Planning & Development Department within five calendar days prior to public hearings if you have contributed \$250.00 or more to an elected official in Putnam County within the last five years.

*The Putnam County Board of Commissioners will hear these agenda items on June 16, 2020 at 6:30 P.M., in the Putnam County Administration Building, 117 Putnam Drive, Room 203, Eatonton, GA 31024.

The full meeting package can be reviewed in the Planning & Development office upon request.

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 Board of Commissioners' hearing will be conducted pursuant to O.C.G.A. 50-14-1 and Section 66-152 of the Putnam County Code of Ordinances and meets the requirements of the Zoning Procedures Laws established in O.C.G.A 36-66.

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.

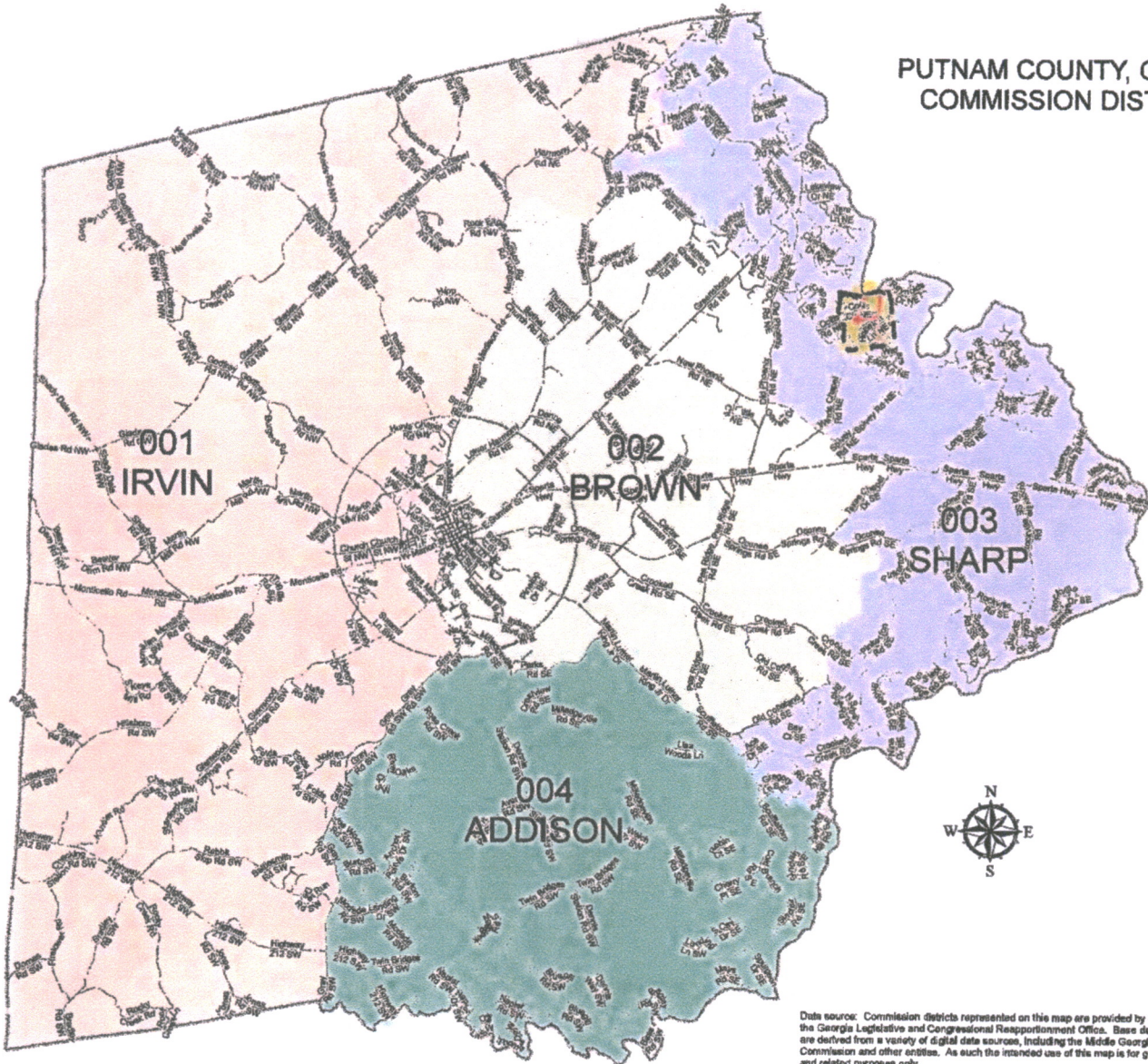
RCUD 2020 JUN 18

File Attachments for Item:

4. Request by **Mark Smith, agent for Duke Gibbs** for a side and rear yard setback variance at 145 Collis Marina Road. Presently zoned RM-2. **[Map 104B, Parcel 011, District 3].**

RCUD 2020 JUN 18
MS

PUTNAM COUNTY, GEORGIA
COMMISSION DISTRICTS



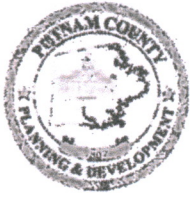
Data source: Commission districts represented on this map are provided by data from the Georgia Legislative and Congressional Reapportionment Office. Base data features are derived from a variety of digital data sources, including the Middle Georgia Regional Commission and other entities. As such the intended use of this map is for general planning and related purposes only.

MAP SCALE: 1" = 5,697.28' SCALE RATIO: 1:98,367.34 DATE: DECEMBER 2018

4. Request by **Mark Smith, agent for Duke Gibbs** for a side and rear yard setback variance at 145 Collis Marina Road. Presently zoned RM-2. [Map 104B, Parcel 011, District 3].

RCUD 2020 JUN 18

PE



PUTNAM COUNTY PLANNING & DEVELOPMENT

117 Putnam Drive, Suite B ♦ Eatonton, GA 31024

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

Putnam County City of Eatonton
APPLICATION FOR: VARIANCE CONDITIONAL USE

PLAN 2020-00265

THE UNDERSIGNED HEREBY REQUESTS THE CONSIDERATION OF A VARIANCE/CONDITIONAL USE AS SPECIFIED.

Duke Gibbs

Phone# 706-621-4302

Owner name

Smith Built Homes, Mark Smith Phone# 770-231-3764

Applicant name (If different from above)

6350 Lake Creepe Pkwy Ste 110 PMB-176, Greensboro, GA 30642
MAILING ADDRESS CITY STATE ZIP

PROPERTY LOCATION: 145 Collins Marina Road TOTAL ACREAGE 1.43

MAP: 104B PARCEL: 011 PRESENTLY ZONED: RM-2 DISTRICT: 3cya

SETBACKS: Front: 30ft Rear: NA Lakeside: 65ft Left: 10ft Right: 20ft

All setbacks are required to be met from the front, side, rear, and lakeside (nearest point) property lines

There is a 50ft mandated front yard setback requirement from all arterial road and state highways.

Arterial/State Road. Yes: No:

2 buildings

TOTAL SQ. FT. (existing structure) 800 - old trailer TOTAL FOOTPRINT (proposed structure) 10,800 sq. ft each

LOT LENGTH (the total length of the lot) 570 ft.

LOT WIDTH AT BUILDING SETBACK (how wide the lot is where you're proposing to build) 100 ft.

REASON FOR REQUEST: Relief from existing setbacks due to the unique, irregular configuration and narrowness of lots

RECEIVED
FEB 27 2020

SUPPORTING INFORMATION ATTACHED TO APPLICATION:

RECORDED PLAT: LETTER OF AGENCY LETTER OF INTENT
SITE APPROVAL/LAYOUT OF SEPTIC SYSTEM FROM HEALTH DEPARTMENT

Piedmont Water

PROPOSED LOCATION MUST BE STAKED OFF

*SIGNATURE OF APPLICANT: Mark Smith DATE: 2/27/20

*APPLICANT HEREBY AFFIRMS THAT APPLICANT IS THE PROPERTY OWNER OR HAS THE LEGAL AUTHORITY TO SIGN THIS FORM ON OWNER'S BEHALF, AND APPLICANT AGREES TO INDEMNIFY AND HOLD PUTNAM COUNTY/CITY OF EATONTON HARMLESS IN THE EVENT IT IS DETERMINED APPLICANT DOES NOT HAVE SUCH LEGAL AUTHORITY.

RCUD 2020 JUN 18

DATE FILED: <u>2-27-2020</u>	FEE: \$ 200.00	CK. NO. <u>0083</u>	CASH <input type="checkbox"/>	C. CARD <input type="checkbox"/>	INITIALS <u>CJA</u>
RECEIPT # <u>034106</u>	DATE OF NEWSPAPER AD: <u>3-9-2020</u>	DATE SIGN POSTED: <u>3-12-2020</u>			
PLANNING & ZONING HEARING: <u>4-2-2020</u>	RESULT: _____				
COMMISSIONERS/CITY COUNCIL HEARING: _____	RESULT: _____				

SNJ Environmental & Consulting

SNJ Environmental & Consulting
120 W Marion Street Eatonton, GA 31024
Phone- 706.473.0738
Email: snjenvironmental@yahoo.com

SmithBuilt Homes
6350 Lake Oconee Parkway
Suite 110PMB-176
Greensboro, GA 30642
February 26, 2020

Putnam County Planning & Development
Director Lisa Jackson
117 Putnam Dr. Suite B
Eatonton, GA 31024

Re: 35 ft Variance Request from the lake & 10 ft side yard variance

Dear Putnam County Planning and Development,

I have provided a Sketch that depicts the proposed development by SmithBuilt Homes for Tracts C & D at 145 and 147 Collis Marina Road. The proposed development requires a 35' variance from the required 100 ft lake setback, yielding a 65 ft proposed building setback from the lake and Building A also needs a 10 ft variance from the required 20ft side setback. The existing setbacks create a very restrictive building envelope of less than 100 ft width due to the irregular configuration and narrowness of the lots. The lots also contain a 30ft access easement and 10ft drive easement for Tract A and Tract B. The additional 35ft variance from the lake will allow proper access to the proposed units by providing the needed minimum 30ft back out from the garages. In my opinion this development will complement the area and does not exceed the 35% maximum lot coverage. The lots are currently zoned RM2, which allows for 6 dwelling units per acre, or 11 units for this project but only 10 units are being proposed. The variances will allow SmithBuilt to develop the the lots and take advantage of the present zoning status to construct a multi-family development.

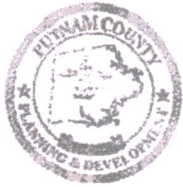
General building information: There will be 2 buildings -Buildings A & B, each 72'x150' and each 10,800 sq.ft.; 5 units per building.

Thank you,

Simone N. Jones. CPESC #5424

RCUD 2020 JUN 18 *de*

RECEIVED
FEB 27 2023



PUTNAM COUNTY PLANNING & DEVELOPMENT

117 Putnam Drive, Suite B ♦ Eatonton, GA 31024

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

LETTER OF AGENCY- Reduce Lakeside building setback from 100ft. to 65ft.
side setback to 10ft.

WE, THE UNDERSIGNED OWNERS OF REAL PROPERTY LOCATED IN THE CITY OF EATONTON/PUTNAM COUNTY, GEORGIA, HEREBY APPOINT Smith Built Homes TO BE MY AGENT FOR THE PURPOSE OF APPLYING FOR Variance OF PROPERTY DESCRIBED AS MAP 104B PARCEL 011, CONSISTING OF 1.48 ACRES, WHICH HAS THE FOLLOWING ADDRESS: 145 D.D.'s Marina Road EATONTON, GEORGIA 31024. ATTACHED HERETO IS A COPY OF A DEED AND OR PLAT OF SURVEY DESCRIBING THE PROPERTY OWNED BY THE PROPERTY OWNER(S) TO WHICH THIS LETTER OF AGENCY APPLIES.

THE ABOVE NAMED AGENT HEREBY IS AUTHORIZED TO COMPLETE AND SIGN THE CITY OF EATONTON/PUTNAM COUNTY APPLICATION FOR Variance ON OUR BEHALF. WE UNDERSTAND THAT THIS LETTER OF AGENCY WILL BE ATTACHED TO AND MADE PART OF SAID FORM AND WILL BE RELIED UPON BY THE CITY OF EATONTON/PUTNAM COUNTY. FOR AND IN CONSIDERATION OF THE CITY OF EATONTON/PUTNAM COUNTY ACCEPTING THIS LETTER OF AGENCY, WE HEREBY INDEMNIFY AND HOLD HARMLESS THE CITY OF EATONTON/PUTNAM COUNTY AND ITS AGENTS AND/OR EMPLOYEES IN THE EVENT THAT THE ABOVE NAMED AGENT SHOULD MISUSE THIS LETTER OF AGENCY AND WE SUFFER DAMAGES AS A RESULT.

THIS 26th DAY OF February, 2020

PROPERTY OWNER(S): Duke Gibbs, Manager Gibbs Capital, LLC
NAME (PRINTED)

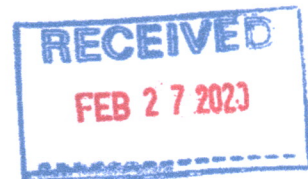
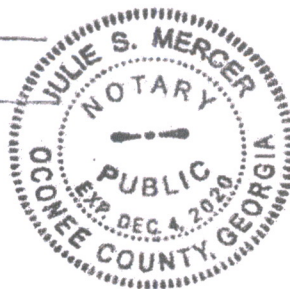
SIGNATURE

ADDRESS: 1120 Moss Hill Rd, Ste 103, Watkinsville GA 30677
PHONE: 706-1021-4302

RCUD 2020 JUN 18

ALL SIGNATURES WERE HEREBY SWORN TO AND SUBSCRIBED BEFORE ME THIS 26th DAY OF February, 2020.

Julie S. Mercer
NOTARY
MY COMMISSION EXPIRES: 12/4/2020

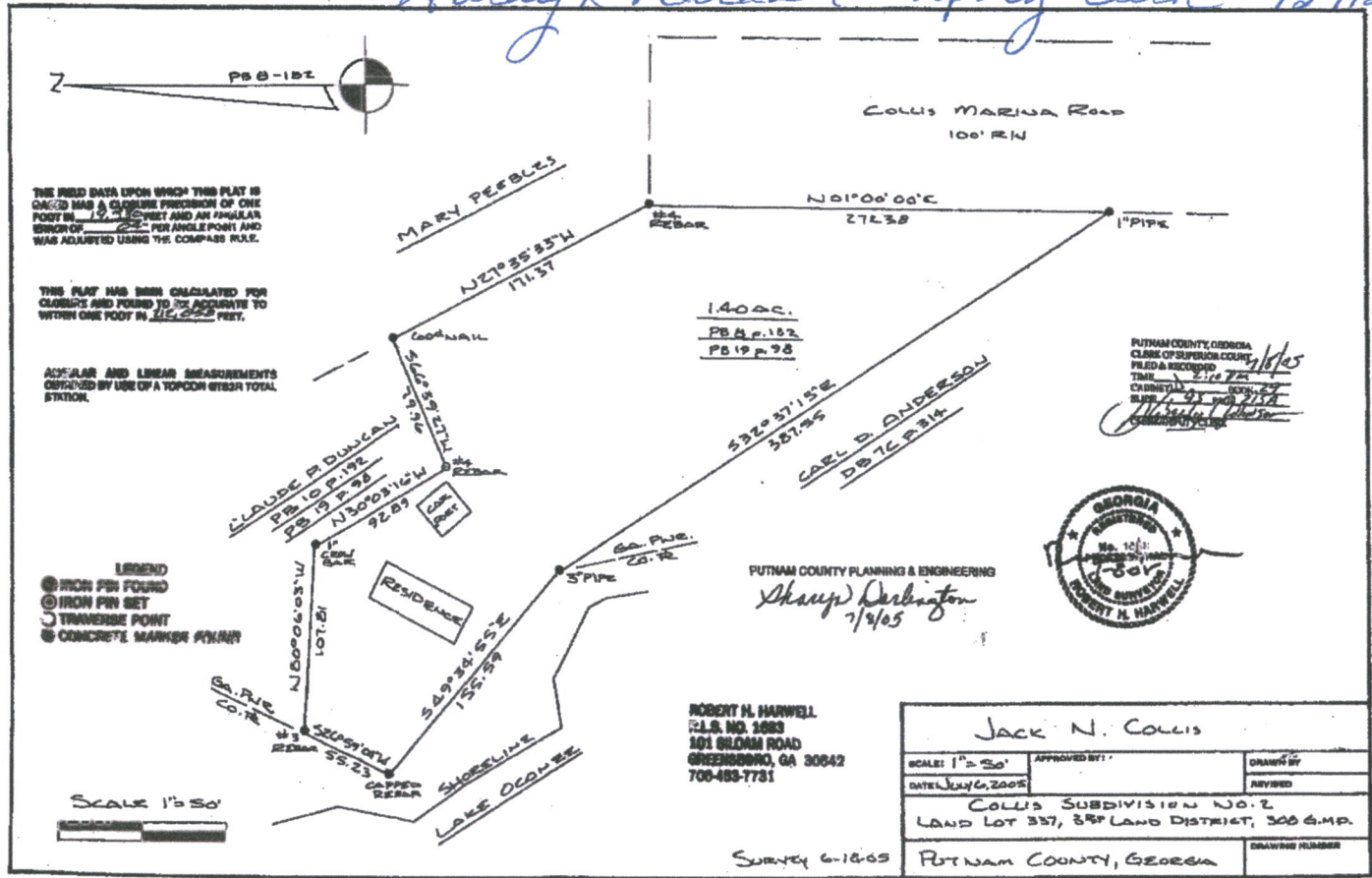


RECEIVED
 FEB 27 2002
 7

RCUD 2020 JUN 18
RC

**PLAT BOOK 29 PAGE
 215A**

Larry R. Randall Deputy Clerk 2/27/20



**PUTNAM COUNTY, GEORGIA
 CLERK OF SUPERIOR COURT
 FILED & RECORDED
 TIME 1:16 PM
 CARNETT ROOM 27
 BLDG. 97 BOX 215A
 COLUMBIAN, GA**



PUTNAM COUNTY PLANNING & ENGINEERING
Shaun Darlington
 7/9/05

**ROBERT H. HARWELL
 P.L.S. NO. 10613
 101 SILDEN ROAD
 GREENSBORO, GA 30642
 706-483-7731**

JACK N. COLLIS		
SCALE: 1"=50'	APPROVED BY: _____	DRAWN BY: _____
DATE: JUN 6, 2005	REVIEWED BY: _____	REVISION: _____
COLLIS SUBDIVISION NO. 2 LAND LOT 337, 35 TH LAND DISTRICT, 300 G.M.P.		
PUTNAM COUNTY, GEORGIA		DRAWING NUMBER: _____

SURVEY 6-18-05

Request by Mark Smith, agent for Duke Gibbs for a side and rear yard setback variance at 145 Collis Marina Road. Presently zoned RM-2. [Map 104B, Parcel 011, District 3].

PLANNING & ZONING COMMISSION MINUTES:

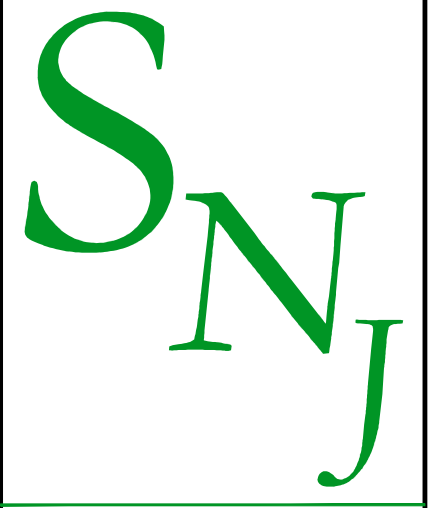
The Putnam County Planning & Zoning Commission conducted a public hearing on Wednesday, June 10, 2020 at 6:30 p.m. in the Putnam County Administration Building, 117 Putnam Drive, Room 203, Eatonton, Georgia.

4. Request by Mark Smith, agent for Duke Gibbs for a side and rear yard setback variance at 145 Collis Marina Road. Presently zoned RM-2. [Map 104B, Parcel 011, District 3].

Although the applicants are seeking a 10-foot side yard setback variance, being 10 feet from the left side property line when facing the lake, and a 35-foot rear yard setback variance being 65 feet from the nearest point to the lakes, staff recommendation is for denial of a 10-foot side yard setback variance, being 10 feet from the left-side property line when facing the lake, and approval a 35-foot rear yard setback variance, being 65 feet from the nearest point to the lake at 145 Collis Marina Road [104B, Parcel 011, District 3].

Motion to approve the request by **Mark Smith, agent for Duke Gibbs**, per staff recommendation, for a 35-foot rear yard setback variance, being 65 feet from the nearest point to the lake at 145 Collis Marina Road made by **Member Farley**,
Seconded by **Member Hill**

Voting Yea: **Vice Chairman Pierson, Member Hill, Member Farley**



Environmental & Consulting
120 W. Marion Street
Eatonton, GA 31024
Phone: (706) 473-0738
Fax: (706) 991-5166
Email: sncenvironmental@yahoo.com

SMITHBUILT HOMES
TRACT C-0.46 ACRES; TRACT D-1.43 ACRES
145 & 147 COLLIS MARINA ROAD
3RD LAND DISTRICT; LAND LOT 337
308TH G.M.D., PUTNAM COUNTY, GEORGIA

SURVEY DATE	N/A
DATE DRAWN	6-9-20
JOB NO.	2020-1000-2
REVISIONS	



SKETCH
SHEET # 1 OF 1

****35' LAKE VARIANCE REQUEST****

LAKE OCONEE
GEORGIA POWER COMPANY

LAKE OCONEE
WATER LEVEL 435.2

TRACT A
0.58 AC

TRACT B
0.61 AC

TRACT C
0.46 AC

TRACT D
1.43 ACRES

GA POWER AREA
0.31 AC.

STORMWATER MANAGEMENT AREA

PROPOSED DESIGN
"ENCLAVE AT LAKE OCONEE"

NOF 104B015002
ARROW OCONEE WATERFRONT, LLC
D.B. 875 p. 155
P.B. 35 p. 122

BOUNDARY LINE AS DESCRIBED IN D.B. 728, p. 190

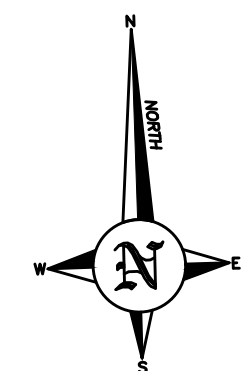
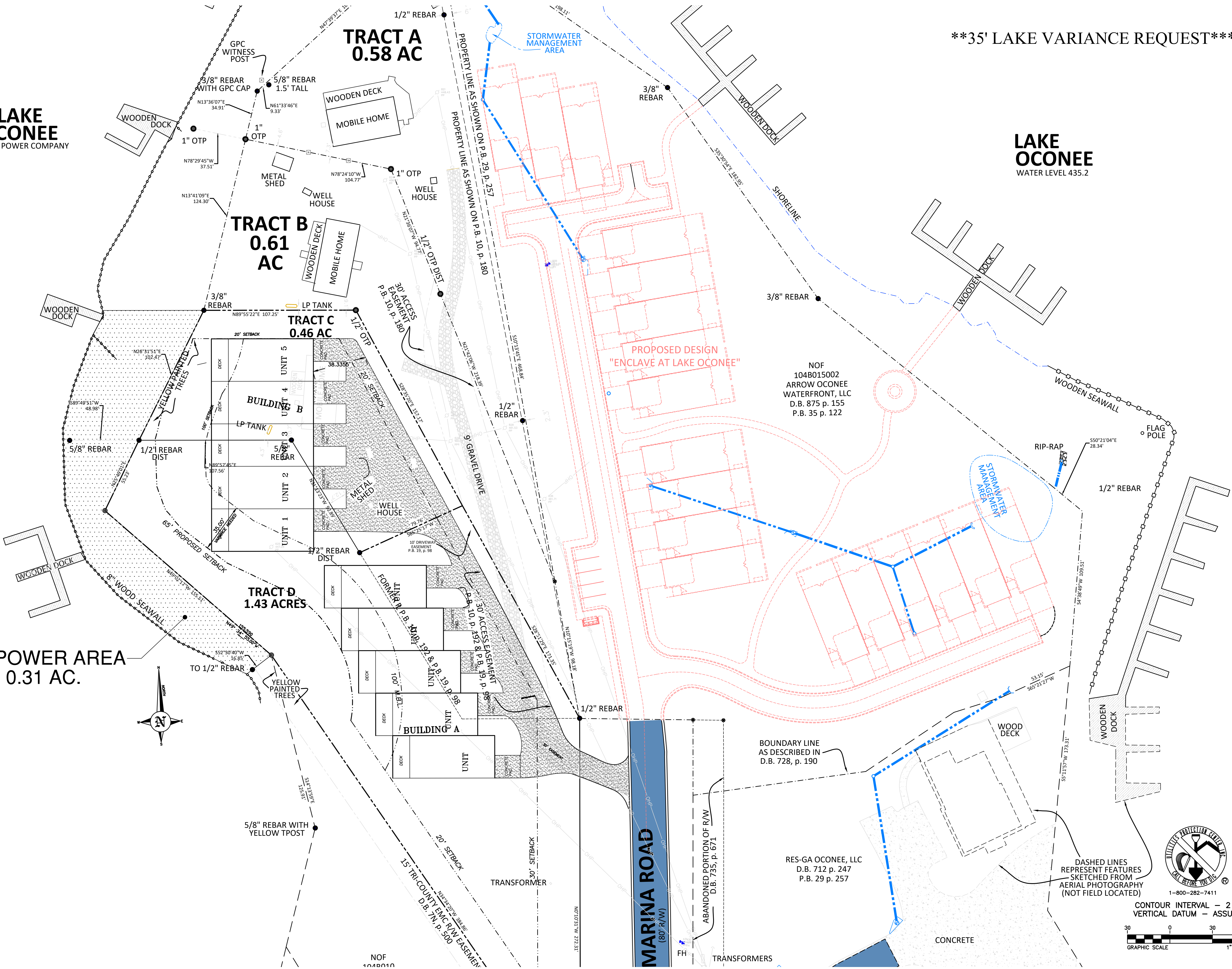
RES-GA OCONEE, LLC
D.B. 712 p. 247
P.B. 29 p. 257

DASHED LINES REPRESENT FEATURES SKETCHED FROM AERIAL PHOTOGRAPHY (NOT FIELD LOCATED)



1-800-282-7411

CONTOUR INTERVAL - 2 FT.
VERTICAL DATUM - ASSUMED



File Attachments for Item:

11. Request by Pete Wardlaw to appeal the Planning & Zoning Commission decision of June 4, 2020 to rezone 57 acres to RM3 (staff-P&D)



PUTNAM COUNTY PLANNING & DEVELOPMENT

117 Putnam Drive, Suite B ♦ Eatonton, GA 31024

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

City of Eatonton
Putnam County

APPEAL APPLICATION

THE UNDERSIGNED HEREBY REQUESTS AN APPEAL BEFORE THE:
 PLANNING & ZONING COMMISSION

BOARD OF COMMISSIONERS/CITY COUNCIL

APPLICANT: PETE WARDLAW

ADDRESS: 177 CAPPS LN
EATONTON, GA 31024

PHONE: 678-773-8182

RCVD 2020 JUN 23

APPEAL IS AGAINST: (check one of the following)

- Decision made by the Director of Planning & Development
- Building Permit # _____
- Planning & Zoning Commission Decision

REASON FOR APPEAL: I HAVE A LIST OF APPLICATION ERRORS (WITH PUTNAM CODE)

THAT ARE THE BASIS FOR MY REQUEST TO APPEAL
THE DECISION MADE BY THE PLANNING & ZONING COMMISSION.
SINCE THE OFFICE IS CLOSED ON JUNE 12, 2020 DUE TO COVID I WILL EMAIL THE

FILING FEE (\$100.00 - CHECK NO. 6244 CASH _____)

SIGNATURE OF APPLICANT: Pete Wardlaw DATE: JUNE 11, 2020

ON JUNE 4, 2020 TO RECALL
57 ACRES TO P.M.
LIST TO
MS. JACKSON
BEFORE THE
10 DAY
DEADLINE.

* ALL APPEALS MUST BE FILED WITHIN TEN DAYS OF SAID DECISIONS PER THE PUTNAM COUNTY CODE OF ORDINANCES, CHAPTER 66 - ZONING, SEC. 66-62(e)(1) AND SEC. 66-64(a)(6)a.

OFFICE USE: DATE FILED: <u>6-11-2020</u>	RECEIVED BY: <u>CJA</u>
DATE OF DECISION MADE BY DIRECTOR OF PLANNING & DEVELOPMENT: _____	
DATE BUILDING PERMIT ISSUED: _____	
DATE HEARD BEFORE PLANNING & ZONING COMMISSION: _____	

June 14, 2020

Dear Ms. Jackson, Director of Putnam County Planning and Development,

Outlined below are details regarding my appeal filed on June 11, 2020 of the of the June 4, 2020 decision by the Putnam County Planning and Zoning Commission to rezone 57 acres to RM3 with conditions. The primary reasons for the appeal is due to procedural and application errors outlined below. Any one of the five reasons cited below are grounds to cause the Planning and Zoning Commission’s decision to approve the rezoning of the four applications dated October 31, 2019 to be invalid.

Putnam County Code Violations

1. The decision on January 3, 2020 by the Board of Commissioners on the four applications approved by the Planning and Zoning Commission on December 30, 2019 does not comply with Putnam County Ordinance Section 66-165 (f) (2) and 66-165 (f) (3). Per the January 3, 2020 published minutes of the Board of Commissioners meeting, a motion was made and approved to “send the rezoning requests back to the Planning and Zoning Commission.” Putnam County code does not have an option to “send a rezoning request back to the Planning and Zoning Commission”.

In the recording of the meeting posted on the Putnam County Facebook page, Mr. Barry Fleming summarized for the Board of Commissioners that the applicant did not agree with conditions #1, #6, #7 and #9 which had been approved by the Planning and Zoning Commission on December 30, 2019 and previously agreed to by the applicant. Then Mr. Fleming provided the Commissioners 4 choices, #1. “Approval” with several options “as recommend by the Planning Commission or your can change those recommendations, add, subtract”; #2. “Disapproval”, “No Vote”; #3. “Table this and you can gather more facts and information if you so deem necessary after hearing this night, ask your staff to do that”; #4. “You can send this back to the Planning and Zoning Commission and ask them to look into the now changed agreement that they thought they have, re-examine it and give another report to you based on that and if they desire another recommendation.”

Section 66-165 (f) (2) only provides for 2 options: “The Board of Commissioners may grant approval or deny, or change, reduce or modify any part of the application to best achieve a balance between the rights of the applicants and the public interest.” Section 66-165 (f) (3) allows the Board of Commissioners 2 additional options, “the board of commissioners may defer its vote to another hearing date, or allow an application to be withdrawn with or without prejudice with respect to the 12-month limitation of this division. An action by the planning and zoning commission or the board of commissioners to defer the application shall include a statement of the date and time of the next meeting at which the application will be considered.”

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If you compare the above Code with Mr. Flemings recommendations, you see that he provided the Board of Commissioners the four options but used terms which were similar but not exactly the same as the Code. For #1 the Code states "Approval" and he used "Approval". He also clarified the board's ability to "Change, Reduce or Modify" as per Code but used the words "Change", "Add" or "Subtract". For #2 the Code states "Deny" where he used the words "Disapproval" and "No Vote". For #3 the Code states "Defer" and he used the word "Table". Finally, for #4 the Code states "Withdraw" and instead Mr. Fleming used the words "Send Back."

Sending the rezoning requests back to the Planning and Zoning Commission essentially was a "Withdrawal" of the four applications that were approved with conditions on December 30, 2019 by the Planning and Zoning Commission. Thus, giving the applicant a future opportunity to have their request for rezoning considered.

We know that option #4 was not to "Defer" since deferral requires "a statement of the date and time of the next meeting shall be included" and no specific date and time was included in the motion made by the Board of Commissioners.

Because the decision to "send back" caused the "applications to be withdrawn", under Section 66-161 (a) of the Putnam County Code of Ordinance, "An application for an amendment to the official zoning map, affecting the same property, shall not be submitted more than once every 12 months. Such interval begins with the date of the final decision by the board of commissioners." Therefore, the next time an application can be submitted to request rezoning these parcels is January 3, 2021. New applications would need to be filed with the Putnam County Planning and Zoning department with applicable fees paid by the deadline (by the last Thursday of January 2021) for the Planning and Zoning meeting on March 4, 2021 (unless the meeting date is changed in accordance with Putnam County Code).

- 2. At the December 30, 2019 Planning and Zoning Commission meeting on these four applications for rezoning, Board member Hill voted to Abstain from voting due to a conflict of interest. As such, the Planning and Zoning Commission knew on June 4, 2020 that they did not have a Quorum (Code Section 2-32 - Quorum) to vote on these applications since only two Board members present (Chairman Marshall and Ms. Farley) were eligible to vote.
- 3. The applicants submitted four applications on October 31, 2019 but the fees were not paid until November 1, 2019 per the applications. Section 66-161 (b)(3) governs that applications are only made if they are submitted with the applicable fees. Since the fees were not paid until November 1, 2019, the applicants missed the deadline for the December 5, 2019 meeting violating Putnam County Code Section 66-161 (b) (4) which establishes the deadline for applications.

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The Rezoning Process is clearly posted on the county website indicating in accordance with Sec. 66-161 (b): “(3) No application will be considered to have been made until such form(s) as described in Sec 66-161 (c) herein have been completed and submitted to the Planning and Development Department with the application fees as established by the Board of Commissioners and supporting materials as required under this Article.”

- 4. Conditions #4 and #7 of the rezoning approval violate Code Section 66-165 (e)(1) which only allow the Planning and Zoning Commission to “reduce the land area, change the district requested, number of dwelling units, location of ingress and egress, and building height. The planning and zoning commission may also apply buffers, increase setbacks and hours of operation”. Condition #4 reduces the buffer established under Section 66-97 (d) (1) and decreases the setback established under 66-97 (d) (2) of the development standards.

These two conditions also violate Code Section 66-157 (c) (3), “The Planning and Zoning Commission shall not be authorized to grant a variance to development standards set forth in a statement of zoning conditions accompanying a conditional zoning”. Applying for a variance to the development standards in the code is governed under Section 66-157 (c) of the Putnam County Code of Ordinance.

Applications Errors

- 5. The number of applications increased from four to five and the acreage on 4 of the parcels changed from the October 31, 2019 applications.

The applications dated October 31, 2019 stated.

- 1. Applicant: Howard McMichael, Jr., Map 104B, Parcel 001, District 3
- 2. Applicant: Howard McMichael, Jr., Map 104, Parcel 030, District 3
- 3. Applicant: Howard McMichael, Jr., Map 104, Parcel 033, District 3
- 4. Applicant: HJR Oconee, LLC/Howard McMichael, Jr., Map 104, Parcel 032, District 3

These four rezoning applications were signed on October 31, 2019, notarized by Christina L Quider, stamped received on October 31, 2019 and marked as paid on November 1, 2019 by the Planning and Zoning Department. The applications indicate all 4 were paid with the same check (#894). Fees due were \$1,250 (\$250 each for applications #1, #2 and #3 less than 25 acres and \$500 for application #4 greater than 25 acres) per the fees schedule which uses acreage to determine the fee. The original 4 applications are (Plan 2019-01683, Plan 2019-01684, Plan2019-1685 and Plan2019-1686)

The applications dated January 7, 2020 stated.

1. Applicant: Oconee Overlook, LLC., Map 104B, Parcel 001, District 3
2. Applicant: Oconee Overlook, LLC & Lick Creek Holdings, LLC., Map 104, Parcel 030, District 3
3. Applicant: Oconee Overlook, LLC & Lick Creek Holdings, LLC., Map 104, Parcel 033, District 3
4. Applicant: Mallard's Overlook, LLC., Map 104, Parcel 032, District 3
5. Applicant: Lick Creek Holdings, LLC., Map 104, Parcel 032001, District 3

New rezoning applications were signed on January 7, 2020, notarized by Casey Colgan and were stamped received by the Planning and Zoning Department on January 8, 2020. None of the applications are documented as paid. If these are all considered new applications, they would require new fees of \$1,500. At a minimum Parcel 032-001 is a new parcel which requires application fees of \$250 due to Putnam County Planning and Zoning department.

The "Purpose of Rezoning" on the October 31, 2019 applications only indicated "Townhomes". On the January 7 applications no mention of a Hotel is provided on the applications and only application 01684 doesn't reference "Townhomes" and instead indicates "Attached LOI".

There are numerous additional discrepancies in the five applications approved compared to the four applications that were originally submitted on October 31, 2019. Some of these discrepancies include changes in applicants, parcel sizes, parcel numbers, concept plans and impact analysis.

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Request by Howard McMichael, agent for Oconee Overlook, LLC & Lick Creek Holding's LLC to rezone 2.14 acres on Collis Road from R-1 to RM-3. [Map 104, Parcel 030, District 3] (staff-P&D)

Request by Howard McMichael, agent for Lick Creek Holding's LLC to rezone 21.40 acres on Collis Road from AG-1 to RM-3. [Map 104, Parcel 032001, District 3] (staff-P&D)

Request by Howard McMichael, agent for Mallard's Overlook, LLC to rezone 29.58 acres on Collis Road from AG-1 to RM-3. [Map 104, Parcel 032, District 3] (staff-P&D)

Request by Howard McMichael, agent for Oconee Overlook, LLC & Lick Creek Holding's LLC to rezone 3.5 acres on Collis Road from R-1 to RM-3. [Map 104, Parcel 033, District 3] (staff-P&D)

Request by Howard McMichael, agent for Oconee Overlook, LLC to rezone 0.63 acres/27,298 square feet on Doug Lane from R-1 to RM-3. [Map 104B, Parcel 001, District 3] (staff-P&D)

PLANNING & ZONING COMMISSION MINUTES:

The Putnam County Planning & Zoning Commission conducted a public hearing on Thursday June 4, 2020 at 6:30 p.m. in the Putnam County Administration Building, 117 Putnam Drive, Room 203, Eatonton, Georgia.

The following items 14-18 were heard together.

- 14. Request by **Howard McMichael, agent for Oconee Overlook, LLC & Lick Creek Holding's LLC** to rezone 2.14 acres on Collis Road from R-1 to RM-3. **[Map 104, Parcel 030, District 3]. ***
- 15. Request by **Howard McMichael, agent for Lick Creek Holding's LLC** to rezone 21.40 acres on Collis Road from AG-1 to RM-3. **[Map 104, Parcel 032001, District 3]. ***
- 16. Request by **Howard McMichael, agent for Mallard's Overlook, LLC** to rezone 29.58 acres on Collis Road from AG-1 to RM-3. **[Map 104, Parcel 032, District 3]. ***
- 17. Request by **Howard McMichael, agent for Oconee Overlook, LLC & Lick Creek Holding's LLC** to rezone 3.5 acres on Collis Road from R-1 to RM-3. **[Map 104, Parcel 033, District 3]. ***
- 18. Request by **Howard McMichael, agent for Oconee Overlook, LLC** to rezone 0.63 acres/27,298 sq. ft. on Doug Lane from R-1 to RM-3. **[Map 104B, Parcel 001, District 3]. ***

Motion to approve the request by **Howard McMichael, agent for Oconee Overlook, LLC & Lick Creek Holding's LLC** to rezone 2.14 acres on Collis Road from R-1 to RM-3, and by **Howard McMichael, agent for Lick Creek Holding's**

LLC to rezone 21.40 acres on Collis Road from AG-1 to RM-3, and **Howard McMichael, agent for Mallard's Overlook, LLC** to rezone 29.58 acres on Collis Road from AG-1 to RM-3, and **Howard McMichael, agent for Oconee Overlook, LLC & Lick Creek Holding's LLC** to rezone 3.5 acres on Collis Road from R-1 to RM-3, and **Howard McMichael, agent for Oconee Overlook, LLC** to rezone 0.63 acres/27,298 sq. ft. on Doug Lane from R-1 to RM-3 with the following conditions:

1. To restrict the available uses of the property as follows:
 - a. Hotel
 - i. The hotel shall substantial conform to the submitted scaled conceptual plans and renderings submitted in support of the proposed rezoning application, to include the buildings, ingress and egress improvements, and other structures;
 - ii. No more than ten percent (10%) of the total number of guest rooms may contain stoves, conventional ovens or full-size refrigerators (larger than 11.5 cubic feet). No more than ten percent (10%) of the total number of guest rooms shall be rented or leased by the same person for continuous periods in excess of ten (10) days;
 - iii. Buildings shall be constructed of brick and/or stacked stone on all sides. The hotel building may utilize contrasting architectural metal panels or accents;
 - iv. Not to exceed the proposed total of 175 room as stated in the application. Any increase beyond this total will require approval from the Board of Commissioner;
2. The application of green infrastructure (bioswales/biorention, etc) in combination of water quality retention ponds, will require implementation to minimize the negative effects of imperviousness and stormwater runoff to the water quality of Lake Oconee. The Georgia Stormwater Manual will be applied to the project under review. The manual's water quality template will be used to assess the various water quality BMP options.
3. Provide at least one 3-inch caliper tree per 3 parking spaces. Trees shall be placed in tree islands within the footprint of the parking lot. Location of trees shall be determined by the county during the site development review (LDP phase). Provide two – 3-inch caliper trees per 100 feet on the shoulder of all roadways within the development. Trees to be placed on both sides of all internal roads. Specific location of the trees adjacent to the internal roads to be determined by the county during the site development review process. These tree plantings shall not preclude the developer from installing additional vegetation as he/she deems appropriate.
4. Provide a 25-foot-wide densely planted landscape buffer along the property line on Doug Lane and where the property abuts residential parcels on Collis Marina Road. The additional plantings shall provide a 75% buffer within 3 years of planting. Landscape plan and species to be approved during the development review phase.

5. Emergency exit required on Collis Marina Road. Emergency exit shall not be paved. "Grass Crete" or similar product shall be used as the surface treatment for this access. A removable bollard (s) or similar barrier shall be used with only emergency services being provided entryway
6. Preserve a 20' non-buildable strip along the Collis Road frontage measured from edge of right-of-way. The purpose of this condition is for future county acquisition as right-of-way.
7. A minimum of 65 feet building setback from Lake Oconee will be required. This includes all structures and stormwater management facilities. Walkways/paths and boat docks are excluded from this setback requirement.
8. Development shall have only one (1) vehicular access. Access shall be from Collis Road.
9. Map 104, parcel 030, map 104 parcel 032, map 104 parcel 032001, map 104, parcel 033 and map 104 B, parcel 001, must be combined and cannot be used or sold as a standalone parcel.
10. This rezoning shall be conditioned upon the resurveying and recordation of the plat as stated in Section 66-165 (e)(3) of the Putnam County Code of Ordinances

Made by Member Farley, Seconded by Chairman Marshall
Voting Yea: Chairman Marshall, Member Farley
Voting to Abstain: Member Hill (conflict of interest)

File Attachments for Item:

12. Request to begin process to abandon a portion of Little-Minton Road (BW)



PUTNAM COUNTY BOARD OF COMMISSIONERS

117 Putnam Drive, Suite A ♦ Eatonton, GA 31024 ♦ Tel: 706-485-5826 ♦ Fax: 706-923-2345

Road Abandonment Request

Date of Request: 06/11/20

Road Name: Little - minton Road

Requester/Authorized Agent: Kay Stevens

Requester's physical Address: _____

Mailing Address: _____

Contact Number(s): _____

Road length in Miles: 0.1 (Paved or Unpaved)

For recording purposes, please provide Survey Plat of Road

Reason for Requested Abandonment: No Longer Needed

Number of homeowners to be affected by Abandonment: 2 *Have they been notified of proposal? YES

Number of businesses to be affected by Abandonment: 0 *Have they been notified of proposal? N/A
*Please provide proof of notification

OFFICE USE ONLY:

Was evidence provided to indicate that all or most of the affected home or business owners have been notified of proposed abandonment? _____

Recommendation by Planning & Development Director: Recommendation is for Approval

If recommendation is for Denial, reason _____

Planning Director Signature: Lisa Decker Date: 7-2-20

ROAD ABANDONMENT CHECKLIST

Name of Road Little-Minton Road (portion)

When there is a request to abandon a county road the following steps must be followed:

- 1. The Board of Commissioners must approve beginning the process at a regular board meeting.

Completed Date _____

- 2. A "Notice of Intent to Abandon A County Road" must be published in the legal organ of the county for two weeks.

Completed Dates _____

- 3. Post signs at each end of the road proposed to be abandoned.

Completed Date _____

- 4. Public hearing is held.

Completed Date _____

- 5. Board of Commissioners approves Certification of Road Abandonment at a regular board meeting.

Completed Date _____

- a. A copy of the certification and plat is mailed to the property owner(s).

Completed Date _____

- b. A copy of the certification and plat is published in the county's legal organ for two weeks.

Completed Dates _____

- 6. Board of Commissioners declares road abandoned and authorizes Chairman to sign affidavit of abandonment at a regular board meeting.

Completed Date _____

- a. County attorney prepares an affidavit of abandonment, to be executed by the Chairman, and files the same with the Putnam County Superior Court.

Completed Date _____

P202000046
BK:36 PG:245-245

PLAT FILED IN OFFICE
CLERK OF COURT
06/11/2020 11:33 AM
SHEILA H. PERRY, CLERK
SUPERIOR COURT
PUTNAM COUNTY, GA

Sheila H. Perry

0353516676
PARTICIPANT ID

APPROVED FOR RECORDING ONLY
PUTNAM COUNTY
PLANNING AND DEVELOPMENT
6-11-20
DATE
Lisa Spade

PLAT RECORDED IN PLAT BOOK 2, PAGE 237

PROPERTY COURSE TABLE - PARCEL "A"

LINE	BEARING	DISTANCE
L1	S 50°45'00" E	12.50'
L2	S 75°07'00" W	12.50'
L3	N 12°11'00" E	11.38'

PROPERTY COURSE TABLE - PARCEL "B"

LINE	BEARING	DISTANCE
L4	S 50°45'00" E	74.30'
L5	S 00°20'20" W	70.26'
L6	N 32°27'49" W	55.38'
L7	N 00°20'20" E	14.74'
L8	N 66°48'28" E	5.36'
L9	N 31°07'07" W	62.71'

PROPERTY COURSE TABLE - PARCEL "C"

LINE	BEARING	DISTANCE
L10	S 41°57'03" W	140.20'
L11	S 86°35'47" W	42.69'
L12	N 41°57'03" E	63.66'
L13	N 41°57'03" E	95.52'
L14	N 00°20'20" E	35.15'
L6	S 32°27'49" E	55.38'

PROPERTY COURSE TABLE - PARCEL "D"

LINE	BEARING	DISTANCE
L15	N 15°50'05" E	100.23'
L16	N 75°07'00" E	37.99'
L14	S 00°20'20" W	35.15'
L13	S 41°57'03" W	95.52'
L12	S 41°57'03" W	63.66'

PROPERTY COURSE TABLE - PART OF LOT 8 (SOUTH SIDE OF LITTLE-MINTON ROAD)

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	670.72'	79.09'	79.05'	N 20°59'41" W

PROPERTY COURSE TABLE - PART OF LOT 8 (NORTH SIDE OF LITTLE-MINTON ROAD)

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C2	565.45'	24.04'	24.04'	N 29°57'25" W

PROPERTY COURSE TABLE - PART OF LOT 8 (NORTH SIDE OF LITTLE-MINTON ROAD)

LINE	BEARING	DISTANCE
L21	N 47°38'21" E	277.89'
L22	S 50°45'00" E	174.37'
L3	S 12°11'00" W	11.38'
L23	S 75°07'00" W	337.27'

PROPERTY COURSE TABLE - COMBINED AREA OF LOTS C AND D

LINE	BEARING	DISTANCE
L24	N 65°26'40" E	37.85'
L25	N 65°26'40" E	114.50'
L26	N 65°26'40" E	5.00'
L27	S 24°51'22" E	3.89'
L28	S 47°20'58" E	18.52'
L29	S 49°39'41" E	16.37'
L30	S 43°13'20" E	18.99'
L31	S 63°22'59" E	13.45'
L32	S 68°08'23" E	10.67'
L33	S 40°24'51" E	10.59'
L34	S 44°07'33" E	14.68'
L35	S 51°53'52" E	15.96'
L36	S 45°41'47" E	14.37'
L37	S 44°48'20" E	5.08'
L38	S 41°30'13" E	4.39'
L39	S 30°47'21" E	8.55'
L40	S 04°45'45" W	8.05'

PROPERTY COURSE TABLE - CONTINUED

LINE	BEARING	DISTANCE
L41	S 30°16'46" W	8.00'
L42	S 47°28'32" W	28.86'
L43	S 41°21'28" W	5.30'
L44	S 40°08'08" W	30.97'
L45	S 54°40'53" W	24.10'
L46	S 37°41'58" W	18.20'
L47	N 85°31'53" W	121.12'
L5	N 00°20'20" E	70.26'
L4	N 50°45'00" W	74.30'

PROPERTY COURSE TABLE - LOT E

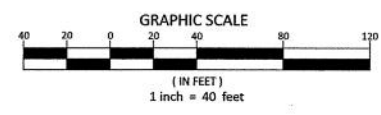
LINE	BEARING	DISTANCE
L48	S 03°29'54" W	11.43'
L49	S 00°23'47" W	4.66'
L50	S 27°54'24" W	23.56'
L51	S 26°12'14" W	17.14'
L52	S 08°23'38" W	9.48'
L53	S 31°53'17" W	29.78'
L54	S 87°27'32" W	67.12'
L55	S 87°27'32" W	111.09'
L10	N 41°57'03" E	140.20'
L47	S 85°31'53" E	121.12'

CLOSURE INFORMATION:
The field data upon which this map or plat is based has a closure precision of one foot in 41,680 feet and an angular error of .00'00"00" per angle point and was adjusted using the compass rule. This map or plat has been calculated for closure and is found to be accurate within one foot in 163,894 feet.

SURVEYOR'S CERTIFICATION:

As required by subsection (4) Of O.C.G.A. Section 15-6-67, this plat has been prepared by a land surveyor and approved by all applicable local jurisdictions for recording as evidenced by approved certificates, signatures, stamps, or statements hereon. Such approvals or affirmations should be confirmed with the appropriate governmental bodies by any purchaser or user of this plat as to intended use of any parcel. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.

EDWIN L. THOMPSON
LAND SURVEYOR
No. 1759
06/03/2020
EDWIN L. THOMPSON - GA. REG. L.S. LIC. NO. 1759 DATE



SURVEYOR'S NOTES:

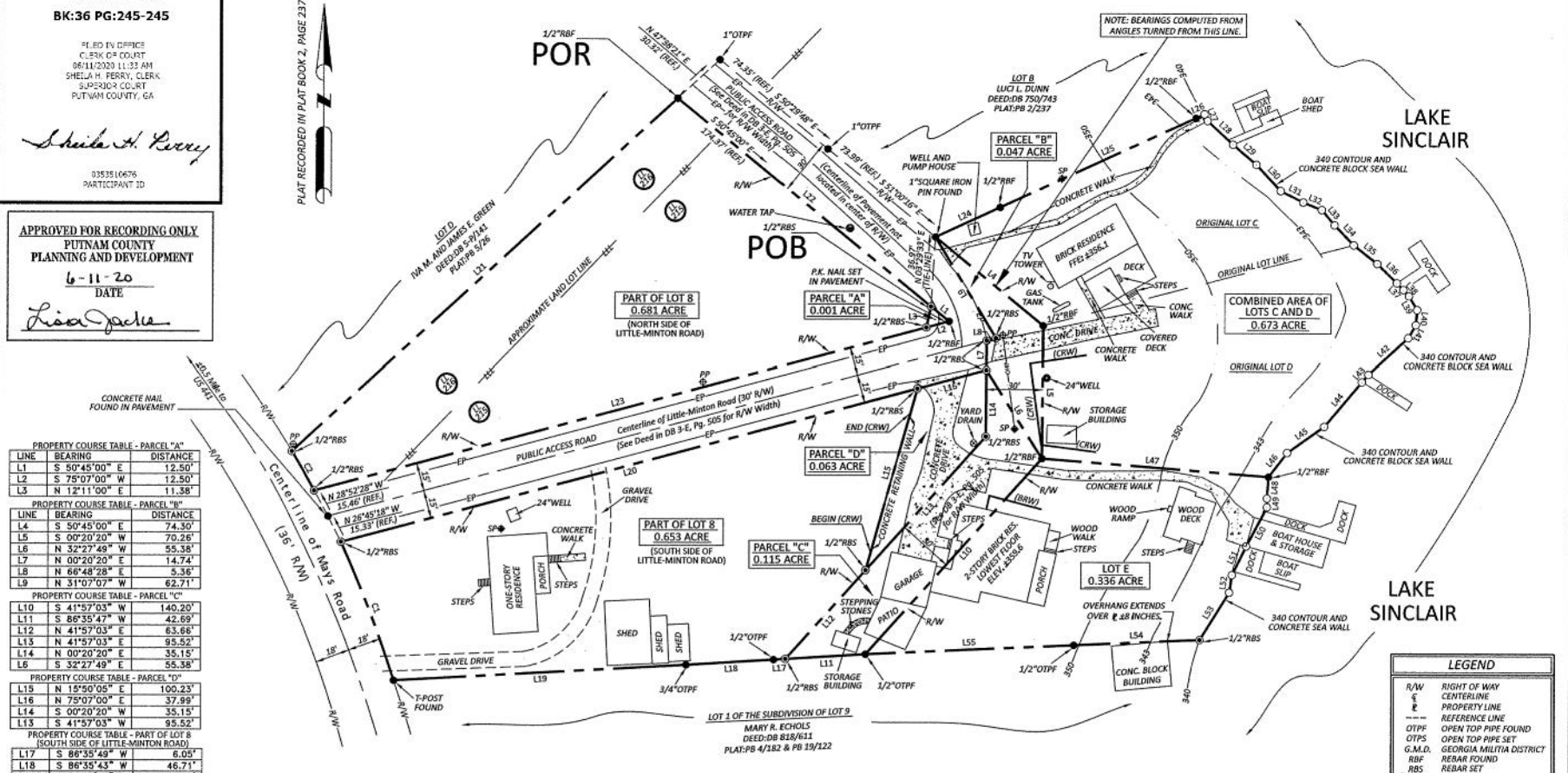
1. THERE HAS BEEN NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, OR OWNERSHIP TITLE EVIDENCE THAT MAY BE DISCLOSED BY A CURRENT AND ACCURATE TITLE SEARCH. THIS PROPERTY IS SUBJECT TO ANY AND ALL EXISTING DRAINAGE AND/OR UTILITY EASEMENTS THAT MAY NOT BE SHOWN ON THIS PLAT NOR DOES THE SURVEYOR ASSUME ANY RESPONSIBILITY FOR ANY SUCH EASEMENTS THAT MAY AFFECT THIS PROPERTY.
2. REFERENCE DEEDS: DB 5-6/24, DB 4-2/18, DB 3-5/05, DB 08/23-24, DB 4-0/48 & DB 00/03/44 635
3. REFERENCE PLAT: PB 2/237
4. BEARINGS (DATUM ESTABLISHED FROM PLAT OF RECORD, RECORDED IN PLAT BOOK 2, PAGE 237)
5. THIS PROPERTY LIES IN ZONE "X" AS SHOWN ON FEMA FLOOD MAP PANEL 13237C0275C (EFFECTIVE 09/26/2008), AND IN MY OPINION DOES NOT LIE WITHIN A FEDERALLY DESIGNATED FLOOD AREA.
6. PARCEL "B" IS TO BE COMBINED WITH COMBINED AREA OF LOTS C AND D, AFTER REQUIRED DEED FOR PARCEL "B" HAS BEEN RECORDED.
7. PARCEL "C" AND PARCEL "D" ARE TO BE COMBINED WITH LOT E, AFTER REQUIRED DEED FOR PARCEL "C" HAS BEEN RECORDED.
8. THIS SURVEY SERVES TO CORRECT A PRE-EXISTING CONDITION. THEREFORE, CURRENT PLANNING AND ZONING REGULATIONS WILL NOT APPLY TO EITHER PART OF LOT 8 (SOUTH SIDE OR NORTH SIDE) OF LITTLE-MINTON ROAD.

SURVEY OF PROPERTY FOR:

Estate of Betty W. Little,
Bobby Thomas Minton and Phyllis Willene Minton,
and Putnam County Board of Commissioners

BEING A SURVEY OF PARCELS "A", "B", "C" AND "D", PART OF LOT 8 SOUTH AND PART OF LOT 8 NORTH OF LITTLE-MINTON ROAD, COMBINED AREA OF LOTS C AND D, AND LOT E LYING IN BLOCK 3 OF THE J. D. JACKSON ESTATE ALSO LYING IN LAND LOTS 215 AND 216 312th G.M.D., PUTNAM COUNTY, GEORGIA

SURVEYED: 03/06/2020 - 05/28/2020 PLAT DRAWN: 06/03/2020
SCALE: 1" = 40'
SURVEYOR: THOMPSON LAND SURVEYORS, INC. EQUIPMENT USED:
140 KENAN DR. NW TOPCON GPT-3000
MILLEDGEVILLE, GEORGIA 31061 ELECTRONIC DISTANCE METER
PHONE: 478-434-1241 FILE NO. 2156



LEGEND

- R/W RIGHT OF WAY
- CL CENTERLINE
- PL PROPERTY LINE
- RL REFERENCE LINE
- OP OPEN TOP PIPE FOUND
- OTPS OPEN TOP PIPE SET
- G.M.D. GEORGIA MILITIA DISTRICT
- RFB REBAR FOUND
- RBS REBAR SET
- F FENCE
- CL CONTOUR LINE
- OH OVERHEAD POWER LINE
- CP COMPUTED POINT
- PP POWER POLE
- SP SECURITY POLE
- EP EDGE OF PAVEMENT
- CRW CONCRETE RETAINING WALL
- BRW BRICK RETAINING WALL
- POB POINT OF BEGINNING
- POR POINT OF REFERENCE

File Attachments for Item:

13. Authorization for Chairman to sign Memorandum of Understanding between the Board of Regents of the University System of Georgia by and on behalf of the University of Georgia Cooperative Extension and Putnam County (staff-CM)

MEMORANDUM OF UNDERSTANDING
Between
THE BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA
by and on behalf of
THE UNIVERSITY OF GEORGIA
COOPERATIVE EXTENSION
and Putnam COUNTY

This Memorandum of Understanding (“MOU”) is made between the Board of Regents of the University of System of Georgia by and on behalf of the University of Georgia Cooperative Extension (hereinafter “UGA Extension”) and Putnam County, a political subdivision of the State of Georgia, by and through its Board of Commissioners, (hereinafter the “County”), for the provision of Cooperative Extension Services and Personnel in Putnam County, Georgia.

WHEREAS, through the Smith-Lever Act of the U.S. Congress of 1914, an Agreement was created between The Board of Regents of the University System of Georgia, the University of Georgia, the University of Georgia Cooperative Extension and the U.S. Department of Agriculture, to allow for Extension work to be conducted in the State of Georgia; and

WHEREAS, for over 100 years UGA Extension has offered services in all 159 counties in the State of Georgia; and

WHEREAS, through county offices throughout the state, UGA Extension continues to offer reliable information and programs in the areas of agriculture, food, families, the environment and 4-H youth development; and

WHEREAS, UGA Extension is able to maintain and operate these programs through the use of UGA Extension personnel; and

WHEREAS, UGA Extension and the County agree that the services provided by UGA Extension Personnel are invaluable to the County’s citizens and community; and

WHEREAS, the County Board of Commissioners is authorized under Article 9, Section 3, Paragraph 1, and Article 9, Section 4, Paragraph 2, of the Constitution of the State of Georgia as amended in 1983, and by O.C.G.A. § 20-2-62 and O.C.G.A. § 48-5-220 to enter into agreements providing for these types of services; and

WHEREAS, all parties agree that it is necessary and appropriate to define the types of UGA Extension operations and personnel and establish parameters for compensation so that all parties are clear on their respective responsibilities and duties;

NOW, THEREFORE, the Parties agree as follows:

I. OPERATIONS

UGA Extension and the County will support all County Extension personnel operationally as set forth in this MOU regardless of employee compensation status.

A. UGA EXTENSION agrees to the following:

1. UGA Extension shall annually appoint a member of the County Extension personnel to serve as the County Extension Coordinator. The Coordinator shall be responsible for the total County Extension program, staff coordination and supervision, and all communications and transactions between the County and the County Extension staff.
2. UGA Extension shall provide County Extension personnel with the necessary educational materials needed for an effective program. UGA Extension also agrees to plan, implement and conduct training as necessary to keep County Extension personnel adequately prepared to conduct effective, relevant Extension programs.
3. UGA Extension shall reimburse all County Extension personnel directly for expenses incurred for officially designated travel authorized by the District Extension Director.
4. UGA Extension shall support County Extension personnel and the Extension program in the County with necessary assistance of District and State subject matter and supervisory personnel and other resources as available from the University of Georgia, the University System of Georgia, and other agencies and organizations with whom UGA Extension cooperates.
5. UGA Extension shall report to the County Board of Commissioners at regular intervals on the nature of the County Extension program and progress being made.

B. The COUNTY agrees to the following:

1. The County shall provide a suitable County Extension office with the suitability of the office to be agreed on by all parties. As a part of the County’s budgeting process, the County further agrees to provide sufficient funds to pay for all necessary office supplies, office equipment, telephone, utilities, data communication/networking (including broadband internet connectivity), postage, demonstration materials, janitorial service and other items necessary for the operation of an effective Extension education program.
 - a. Should the County request removal or modification of office network infrastructure deployed and/or managed by UGA Extension, the County shall coordinate with UGA Extension IT personnel prior to the removal or modification of said equipment. The County shall also coordinate with UGA Extension IT personnel prior to the addition of new network infrastructure where the existing network infrastructure has been deployed or is managed by UGA Extension.

- b. The County shall coordinate with UGA Extension IT personnel in planning for the relocation of an existing or establishment of a new Extension office where the network infrastructure and/or computing resources will be managed by UGA Extension.
 - c. The County shall allow the installation and use of client software and unrestricted access to online resources deemed necessary by UGA Extension to conduct Extension business operations and program delivery; provided, however, that, all such software shall comply with any and all County information technology policies relating to security on, and compatibility with, the County’s information technology infrastructure and systems. UGA Extension and the County will jointly determine such compliance prior to installation of any such software.
2. The County shall furnish a county government vehicle or reimburse the travel expenses of County Extension personnel for official travel in the county or on behalf of the Putnam County. The reimbursement shall be paid by the County directly to County Extension personnel unless some other method is agreed upon in writing by UGA Extension and the County.
 3. The County shall evaluate financial support to the operations of UGA Extension annually, including compensation of personnel, make adjustments as necessary for continued effective support, and shall notify the UGA Extension of these adjustments. The County Extension Coordinator will prepare and submit for approval an annual operating budget to the County according to standards set by Board of Commissioners for all county departments.

II. COMPENSATION

The UGA Cooperative Extension personnel shall be categorized based on the method of compensation they are associated with, as set forth in the attached addendums. UGA Extension and the County shall identify and agree upon the appropriate compensation method and personnel relationship for each employee. The following three options are available (CHECK ALL THAT APPLY):

- A. COOPERATIVE DIRECT PAY**
In choosing Cooperative Direct Pay, the County desires for the County Extension Personnel to receive compensation from both the County and from UGA Extension. The amount of compensation to County Extension Personnel under this option, as well as the County’s and UGA Extension’s responsibility for the County Extension Personnel’s withholding and payment of federal and state taxes and contributions toward retirement benefits, shall be divided proportionally between the County and UGA Extension as set forth in Addendum “A”.
- B. COOPERATIVE CONTRACT PAY**
In choosing Cooperative Contract Pay, the County desires for County Extension Personnel to receive their compensation from UGA Extension payroll. The amount of compensation to County Extension Personnel under this option, as well as the

County’s and UGA Extension’s responsibility for the County Extension Personnel’s withholding and payment of federal and state taxes and contributions toward retirement benefits, shall be divided proportionally between the County and UGA Extension as set forth in Addendum “B”. However, for administrative purposes the County Extension Personnel’s compensation will come directly from UGA Extension, with the County reimbursing UGA Extension for the County’s proportionate share.

C. COUNTY FUNDED EXTENSION PERSONNEL

In choosing County Funded Extension Personnel, the County desires for the County Extension Personnel to be an employee of the County receiving compensation from only the County, as set forth in Addendum “C”. The County shall be solely responsible for the County Extension Personnel’s salary, benefits (including but not limited to health insurance), withholding of federal and state taxes, and retirement benefits (if any).

III. AGREEMENT

1. This MOU shall take effect when it is executed by both **Putnam** County and UGA Extension.
2. In instances of conflict between University of Georgia/University System of Georgia and County policies, the University of Georgia/University System of Georgia policies shall govern.
3. The term of this MOU shall be from the date of execution until terminated by either party by written notice of such intent provided ninety (90) days in advance.
4. This MOU may be modified by written agreement of the parties hereto.
5. Neither party to this agreement will discriminate against any employee or applicant for employment because of race, color, sex (including sexual harassment and pregnancy), sexual orientation, gender identity, ethnicity or national origin, religion, age, genetic information, disability, or veteran status.
6. All notices provided for or permitted to be given pursuant to this MOU shall be in writing and shall be deemed to have been properly given or served by personal delivery or by depositing in the United States Mail, postpaid and registered or certified mail, return receipt requested, and addressed to the addresses set forth below. By giving written notice hereunder, either party hereto shall have the right from time to time and at any time during the term of this MOU to change their respective addresses. For the purposes of this Agreement:

The address of UGA Extension is: 663 Godfrey Road Suite 101
Eatonton, GA 31024

The address of County is: 117 Putnam Drive
 Eatonton, GA 31024

or such other address as shall be furnished by such notice to the other party.

_____ Date: _____
Chairman, Board of Commissioners, **Putnam** County

_____ Date: _____
County Extension Coordinator, **Putnam** County

_____ Date: _____
Vice President for Public Service and Outreach, University of Georgia

Addendum A

COOPERATIVE DIRECT PAY

In choosing Cooperative Direct Pay, the County desires for the County Extension Personnel to receive compensation from both the County and from UGA Extension. The amount of compensation to County Extension Personnel under this option, as well as the County's and UGA Extension's responsibility for the County Extension Personnel's withholding and payment of federal and state taxes and contributions toward retirement benefits, shall be divided proportionally between the County and UGA Extension as set forth in an annual Financial Agreement. Such annual Financial Agreement shall be contingent upon funding as a part of the County's annual budget process.

1. UGA Extension shall employ and supervise County Extension personnel. It shall be the responsibility of the UGA Extension to establish minimum qualifications for County Extension personnel, certify the qualifications of all applicants, and to determine the total salary applicants are to be paid.
2. UGA Extension shall serve as the employer of record and therefore:
 - a. Provide legally required health insurance; and
 - b. Provide legally required worker's compensation insurance
3. UGA Extension shall appoint County Extension personnel in compliance with Equal Employment Opportunity regulations and subject to the approval of the County. The County will provide UGA Extension with written reasons for each disapproval of an appointment recommendation.
4. In the event the work of any County Extension staff member becomes unsatisfactory to the County, it shall be the responsibility of the County to communicate this dissatisfaction to the District Extension Director of the UGA Extension in writing within a reasonable time frame. It shall then be the responsibility of the UGA Extension to address the County's dissatisfaction and advise the County of action taken, if any. UGA Extension shall have the right to terminate or transfer personnel from the County. UGA Extension may select a replacement for the County, following the procedure described above.
5. UGA Extension shall keep at all times an accurate record of all funds received and disbursed under this agreement including all support documents. UGA Extension shall retain such records for a period of three (3) years unless an audit has begun but not been completed or if the audit findings have not been resolved at the end of the three (3) year period. In such cases, the records shall be retained until the audit is complete or until the resolution of the audit findings, whichever is later. UGA Extension will provide the County with a copy of any and all such audits relating to the County Extension office, personnel, and/or operations upon request by the County.
6. UGA Extension shall carry out all work under this agreement in accordance with the

administrative and other requirements, including those related to personnel matters, established by the University of Georgia, federal and state laws, regulations, and standards.

7. UGA Extension shall pay its portion of the salary and associated benefits of County Extension personnel at a rate in compliance with the Board of Regents and the UGA Extension salary administration policies.
8. The County shall provide the agreed upon portion of the salaries and associated benefits of County Extension personnel as set forth in the annual Financial Agreement. Benefits, including leave, shall be calculated according to policies established by the Board of Regents.

The County portion of salary shall be paid monthly by the County directly to County Extension personnel. The County will collect and remit FICA taxes on the County portion of the salary. UGA Extension shall provide monthly statements to the County reflecting the County portion of the employer contribution to the employee's retirement benefit with Teachers Retirement System of Georgia. The reimbursement to UGA Extension for the County's portion of this benefit will be made to the UGA Extension in the full amount within fifteen (15) days of receipt of the statement.

The County portion of employee salaries should be adjusted annually based on performance and/or cost of living increases typical of other County employees in accordance with the County's generally applicable rules or conditions for such adjustments. This adjustment should be reported to UGA Extension 30 days prior to effective date. UGA will not allocate any percentage salary increase on the County portion of the employee's salary.

9. The County agrees to pay its share of the annual leave payment in accordance with University of Georgia and UGA Extension leave policies when an employee terminates employment through resignation or retirement during the term of this MOU and chooses to take a lump-sum payment for accumulated annual leave. Such County share shall be based solely on the individual's time serving the County in his or her capacity as part of the County Extension office.

Addendum B

COOPERATIVE CONTRACT PAY:

In choosing Cooperative Contract Pay, the County desires for County Extension Personnel to receive their compensation from UGA Extension payroll. The amount of compensation to County Extension Personnel under this option, as well as the County's and UGA Extension's responsibility for the County Extension Personnel's withholding and payment of federal and state taxes and contributions toward retirement benefits, shall be divided proportionally between the County and UGA Extension as set forth in an annual Financial Agreement. Such annual Financial Agreement shall be contingent upon funding as a part of the County's annual budget process. However, for administrative purposes the County Extension Personnel's compensation will come directly from UGA Extension, with the County reimbursing UGA Extension for the County's proportionate share.

1. UGA Extension shall employ and supervise County Extension personnel. It shall be the responsibility of the UGA Extension to establish minimum qualifications for County Extension personnel, certify the qualifications of all applicants, and determine the total salary applicants are to be paid.
2. UGA Extension shall serve as the employer of record and therefore:
 - a. Provide legally required health insurance;
 - b. Provide legally required worker's compensation insurance; and
 - c. Pay applicable FICA taxes; and
 - d. Withhold federal and state income taxes in accordance with relevant federal and state law.
3. UGA Extension shall appoint County Extension personnel in compliance with Equal Employment Opportunity regulations and subject to the approval of the County. The County will provide UGA Extension with written reasons for each disapproval of an appointment recommendation.
4. In the event the work of any County Extension staff member becomes unsatisfactory to the County, it shall be the responsibility of the County to communicate this dissatisfaction to the District Extension Director of the UGA Extension in writing within a reasonable time frame. It shall then be the responsibility of the UGA Extension to address the County's dissatisfaction and advise the County of action taken, if any. UGA Extension shall have the right to terminate or transfer personnel from the County. UGA Extension may select a replacement for the County, following the procedure described above.
5. UGA Extension shall keep at all times an accurate record of all funds received and disbursed under this agreement including all support documents. UGA Extension shall retain such records for a period of three (3) years unless an audit has begun but not been completed or if the audit findings have not been resolved at the end of the three (3) year period. In such cases, the records shall be retained until the audit is complete or until the

resolution of the audit findings, whichever is later. UGA Extension will provide the County with a copy of any and all such audits relating to the County Extension office, personnel, and/or operations upon request by the County.

6. UGA Extension shall carry out all work under this agreement in accordance with the administrative and other requirements, including personnel matters, established by the University of Georgia, federal and state laws, regulations, and standards.
7. UGA Extension shall pay its portion of the salary and associated benefits of County Extension personnel at a rate in compliance with the Board of Regents and the UGA Extension salary administration policies.
8. The County shall provide the agreed upon portion of the salaries and associated benefits of County Extension personnel to UGA Extension within thirty (30) days of receipt of an invoice from UGA Extension. Benefits, including leave, shall be calculated according to policies established by the Board of Regents. UGA Extension will provide monthly statements to the County reflecting the County portion of the County Extension Personnel's salary and benefits. The County is aware and agrees that these benefits will include the County's proportionate share of the employer portion of FICA, worker's compensation and the employee's selected retirement benefits. The employee may select the Georgia Teachers Retirement System or the Board of Regents Optional Retirement Program.

The County portion of employee salaries shall be adjusted annually based on performance and/or cost of living increases typical of other county employees in accordance with the County's generally applicable rules or conditions for such adjustments. This adjustment should be reported to UGA Extension 30 days prior to effective date, and a new contract will be issued with the new salary. UGA Extension will not allocate any percentage salary increase on the County portion of the employee's salary. The County's portion is as set forth in the annual Financial Agreement.

9. The County agrees to pay its share of the annual leave payment in accordance with University of Georgia and UGA Extension leave policies when an employee terminates employment through resignation or retirement during the term of this MOU and chooses to take a lump-sum payment for accumulated annual leave. Such County share shall be based solely on the individual's time serving the County in his or her capacity as part of the County Extension office.

Addendum C

COUNTY FUNDED EXTENSION PERSONNEL

In choosing County Funded Extension Personnel, the County desires for the County Extension Personnel to be an employee of the County receiving compensation from only the County. The County shall be solely responsible for the County Extension Personnel’s salary, benefits (including but not limited to health insurance), withholding of federal and state taxes, and retirement benefits (if any).

For County Funded Extension Personnel, UGA EXTENSION agrees to the following:

1. UGA Extension shall establish minimum qualifications for County Extension personnel and certify the qualifications of all applicants.
2. UGA Extension may approve or disapprove appointment recommendations by County of County Funded Extension personnel; provided, however, UGA Extension will provide the County with written reasons for each disapproval of an appointment recommendation.
3. UGA Extension shall supervise and evaluate County Funded Extension personnel according to applicable University of Georgia and the Board of Regents policies and procedures.
4. UGA Extension shall collect, approve and transfer employee work time records to the COUNTY on a weekly or monthly basis as agreed upon.
5. In the event the work of any County Funded Extension personnel becomes unsatisfactory to UGA Extension, it shall be the responsibility of UGA Extension to communicate this dissatisfaction to the County. It shall then be the responsibility of the County to appropriately deal with the dissatisfaction and advise the UGA Extension of action taken, if any. The County shall have the right to terminate or transfer personnel.

For County Funded Extension Personnel, the COUNTY agrees to the following:

1. The County shall employ and determine the total salary that personnel are to be paid.
2. The County shall provide all salary and associated benefits as per County policy.
3. The County shall serve as the employer of record and therefore:
 - a. Provide legally required health insurance;
 - b. Provide legally required worker’s compensation insurance;
 - c. Withhold and pay appropriate FICA and income taxes to the relevant government agencies; and
 - d. Designate supervision of extension personnel to the District Extension Director.
4. Annual salary adjustments for County Extension personnel shall be based on County policy and consistent with such policies for other County employees.

5. No provision of this Addendum, the MOU, or the annual Financial Agreement between UGA Extension and the County shall create any employment rights for such personnel above and beyond any such rights enjoyed by County employees generally.

File Attachments for Item:

14. Authorization for staff to schedule a public hearing on proposed changes to the Putnam County Code of Ordinances - Chapter 6 (Alcoholic Beverages) (staff-CC)



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

DATE OF MEETING REQUESTED: July 10, 2020

REQUEST BY: Lynn Butterworth

AGENDA ITEM: Authorization for staff to schedule a public hearing on proposed changes to the Code of Ordinances - Chapter 6

AGENDA ITEM TYPE:

- Presentation
 Discussion
 Action*
- Other (Please Specify) _____

*ACTION REQUESTED: Authorize staff to schedule public hearing

SUPPORTING DOCUMENTATION PROVIDED: Yes No

BUDGET/FUNDING INFORMATION: n/a

FACTS AND/OR ISSUES: The ballot question for Sunday sales of distilled spirits or alcoholic beverages from 11AM-12:30PM was approved by the voters. We need to change our ordinances to reflect this.

EXPLANATION OF DOCUMENTS:

Red language equals added text.

Struck through language equals deleted text.

Chapter 6: Alcoholic Beverages

Sec. 6-31. - Requirements; excise tax.

(a) The requirements for all alcoholic beverage licenses are as follows:

- (1) A separate license shall be required for each place of business.
- (2) Any person, partnership, or corporation desiring to conduct a business to sell alcoholic beverages shall make application therefore on a form to be furnished by the board of commissioners, and in connection therewith shall, under oath, answer all questions, supply all information, and furnish all certificates, affidavits and other supporting data as required thereby. Any untrue, misleading or omitted statement or information

contained in any such application shall be cause for denial or suspension of the license and if a license has been granted, shall be cause for revocation of the same. Each application shall be filed together with the payment of the license fee:

- a. Where the owner of such business is an individual (a natural person), the application shall be made in the name of that person and shall include the complete address of that person, together with that person's date of birth and Social Security number.
- b. Where the owner of such business is a partnership, the application shall be made in the names of all partners and shall include their complete addresses, together with their respective dates of birth and Social Security numbers.
- c. Where the owner of such business is a domestic corporation lawfully registered and doing business under the laws of the State of Georgia, or any foreign corporation lawfully registered under the laws of the State of Georgia to do business in this state, it may be permitted to apply for such license in the name of the corporation as registered in the Office of the Secretary of State. The corporation shall provide the board of commissioners with the name of its agent authorized to receive service of process under the laws of this state and with the address of its registered office. The corporation shall also provide the name, complete address, date of birth and Social Security number of its managing agent. The managing agent shall be defined as the person who controls and manages the day-to-day operations of the business on behalf of the corporation.

- d. The written application for a license on file with the board of commissioners shall be a permanent record which the licensee must maintain current with correct information at all times. The failure to maintain a current license application shall be grounds for revocation of a license.
- e. The board of commissioners may, in the exercise of its discretion, require a personnel statement that identifies any and all employees of a licensee for licensing purposes.
- f. The license application shall require the disclosure of any conviction for any felony offense or any offense involving moral turpitude under federal, state or local laws of the person, any partner, the corporation, the corporation's managing agent, or any employee or proposed employee.
- g. The license application shall require the disclosure of any conviction for any misdemeanor offense pertaining to the sale or illegal possession of alcoholic beverages, gambling, tax laws, controlled substances and/or dangerous drugs under federal, state or local laws of the person, any partner, the corporation, the corporation's managing agent, or any employee or any proposed employee.
- h. The license application shall list the names of any persons having an interest in the operation of a proposed licensed premises or control over or ownership interest in such proposed license premises. Such persons must meet the same requirements as set forth in this article for the licensee.
- i. If the proposed licensed premises is not in existence on January 6, 2010, the initial application shall include an accurate sketch or diagram showing the location of the building, the area thereof to be used, and the property lines of the real property where the licensee proposes to carry on the business of selling alcoholic beverages. The diagram shall also show the location of all churches or recognized places of worship and schools in the immediate area, and the distance between the property line of the proposed place of business and the property line of schools, churches or recognized places of worship as measured along a straight line.
- j. The license application shall contain a statement as to whether licensee holds any other license for the sale of alcoholic beverages and the location thereof.
- k. If the proposed licensed premises is not in existence or requires substantial renovation, the applicant shall submit a detailed set of plans and working drawings showing the exact location of the proposed licensed premises and the construction proposed to be carried out by the licensee and the anticipated time for completion of said construction or renovation.
- l. As a prerequisite to the issuance of any license, the person, partners, or corporation's managing agent shall furnish a complete set or sets of his/her/their fingerprints to the board of commissioners. Said fingerprints

shall be obtained under the direction of the board of commissioners or their designee. The board of commissioners will request the Sheriff of Putnam County to obtain a fingerprint-based criminal history records check from the Georgia Crime Information Center and Federal Bureau of Investigation for purposes of determining the suitability of the individual(s) fingerprinted and to return an appropriate report to the board. Fingerprints shall be in such form and of such quality as prescribed by the Georgia Crime Information Center and under standards adopted by the Federal Bureau of Investigation. Any fees charged by the Georgia Crime Information Center or the Federal Bureau of Investigation to cover the cost of the records search shall be paid by the individual(s) fingerprinted.

- m. In determining whether or not any license applied for hereunder shall be granted, the following factors, in addition to all other provisions of this ordinance, shall be considered in the public interest and welfare:
1. The person's, partners', corporation's, corporation's managing agent's, or employees' reputation, character, mental capacity to conduct the business, personal associations, record of arrest or reputation in any community in which they have resided or conducted business in, and whether or not they are likely to maintain the operation of the business in conformity with federal, state or local laws.
 2. If the person, any partner, corporation, corporation's managing agent, or employees are previous holders of a license to sell alcoholic beverages and whether or not they have violated any law, regulation or ordinance relating to such business.
 3. If the person, any partner, corporation, corporation's managing agent, or employees are a previous holder of a license to sell alcoholic beverages, the manner in which they conducted the business thereunder as it pertains to the necessity for unusual law enforcement observation and inspection in order to prevent the violation of any law, regulation or ordinance relating to such business.
 4. Whether the person, any partner, corporation, corporation's managing agent, or employees have previously had a similar license suspended or revoked and the reason therefore.
 5. The board of commissioners shall also give consideration to such other factors as may affect the health and general welfare of the unincorporated area of Putnam County, to include the type of license applied for, the effect that license will have on schools, public parks and churches in the area, the effect the granting of the license will have on existing land uses in the area, the character of the area and its peculiar suitability for the particular use sought, and the congestion of roads and streets. These items shall receive reasonable consideration with a general view of promoting desirable living

conditions and sustaining the stability of neighborhood property values.

6. When any application is denied or any license is revoked because of a decision by the board of commissioners that such license or application fails to meet any of the factors or requirements of this ordinance or in any case where such a decision was made because of the undesirability of the location itself, no application can be made again until at least one year has elapsed from the date the previous application was denied or revoked or, if that decision was appealed to any court, until one year after a final, unappealed or unappealable disposition was made of such appeal.
- n. A license shall not be issued to:
1. A person or partner who is not a citizen of the United States or a legal resident of the United States, or any corporation whose managing agent is not a citizen of the United States or a legal resident of the United States.
 2. A person, partner, corporation, or corporation's managing agent who has in Georgia or any other jurisdiction been convicted of a felony, unless said person has received a full restoration of their civil and political rights by the Georgia Board of Pardons and Paroles or the Federal equivalent thereof, or a person, partner, or corporation's managing agent is presently serving a first offender sentence pursuant to the Laws of Georgia for a felony offense.
 3. A person, partner, corporation, or corporation's managing agent who has been convicted or pleaded nolo contendere or forfeited bond for a violation of any law or ordinance pertaining to the sale of alcoholic beverages, gambling, tax offenses, sale or possession of controlled substances and/or dangerous drugs or any offense wherein the person, any partner, corporation, or the corporation's managing agent knowingly used a licensed premises to facilitate the violation of any federal, state or local law.
 4. A person, partnership, or corporation whose place of business is managed, operated or owned by a person acting as a mere nominee in an effort to circumvent licensing requirements of this ordinance.
 5. A person, partner, corporation, or corporation's managing agent whose license to sell alcoholic beverages has ever been revoked by any licensing authority.
- o. The board of commissioners shall revoke any license of:
1. A person, partnership, or corporation wherein the person, any partner, corporation, or corporation's managing agent is convicted of a felony offense of any federal or state law, unless said person has received a full restoration of their civil and political rights by the Georgia Board of Pardons and Parole or the Federal equivalent thereof, or a person, any partner, or corporation's managing agent is

presently serving a first offender sentence pursuant to the Laws of Georgia for a felony offense.

2. A person, partnership, or corporation wherein the person, any partner, corporation, or corporation's managing agent is convicted or pleaded nolo contendere or forfeited bond for a violation of any law or ordinance pertaining to the sale of alcoholic beverages, gambling, tax offenses, or the sale or possession of controlled substances and/or dangerous drugs, or any offense wherein the premises of the licensee was knowingly used by the licensed person, any partner, corporation, or corporation's managing agent to facilitate the violation of any federal, state or local law.
 - p. The board of commissioners may revoke any license of a person, partnership, or corporation for the violation of any provision of this ordinance.
- (3) Applications for any alcoholic beverage license and renewal requests shall be made on forms furnished by the board of commissioners.
- (4) No licensee shall sell or deliver any alcoholic beverages to any person except in such licensee's place of business.
- (5) No licensee shall furnish, sell or offer for sale any alcoholic beverages, and there shall be no consumption on the premises, at any of the following times:
 - a. At any time on Christmas Day;
 - b. At any time in violation of a local ordinance or regulation or of a special order of the board of commissioners;
 - c. Within 250 feet of a polling place during the time period on any day during which any state, primary, general, local or special election is being held in the unincorporated areas of the county;
 - d. For retail package alcohol licensees, on any day before 8:00 a.m. or after 11:45 p.m.;
 - e. For retail consumption on premises licensees, on any day before 8:00 a.m. or after 1:00 a.m. on the succeeding day;
 - f. Pursuant to O.C.G.A. § 3-3-20, licensees may conduct their business on election days subject to the restrictions provided in this article.
- (6) The sale of malt beverages, wine, and distilled spirits for consumption on the premises is authorized on Sundays from **11:00 a.m.** ~~12:30 p.m.~~ until 12:00 midnight in any licensed establishment which derives at least 50 percent of its total annual gross sales from the sale of prepared meals or food in all of the combined retail outlets of the individual establishment where food is served.
- (7) Package sales of malt beverages, wine, and distilled spirits by retailers are authorized on Sundays between the hours of 12:30 p.m. until 11:30 p.m.

- (8) The business premises of the holder of a license shall be open to inspection during business hours by officers, agents, employees or officials authorized to conduct such inspections. The business premises of all licensees must comply with all applicable building, safety and fire codes.
 - (9) The making of any false statement on an application for a license under this article shall constitute grounds for revocation of such license.
 - (10) Licenses issued pursuant to this article shall be displayed prominently at all times on the premises for which such licenses were issued.
 - (11) No license shall be transferable or assignable to any person or other location. In the event that a licensed business is sold or closed, it shall be the duty of the new owner or occupant to apply for a new license.
 - (12) A license shall be valid only for the calendar year indicated thereon, and no such license may be automatically renewed. A licensee who desires to continue in business during the next year shall make a renewal request reporting all changes since the last application on or before December 31.
 - (13) No license shall be granted to any person unless such person is at least 21 years of age and has been a resident of the state for a minimum of one year prior to the filing of an application for such license. In the case of a corporate applicant, the corporation shall have been in existence in the state for a minimum of one year, or the holders of more than 80 percent of the stock shall have been such residents.
 - (14) No licensee shall knowingly, directly or through another person furnish, cause to be furnished, or permit any person in such person's employ to furnish any alcoholic beverage to any person who is under 21 years of age, or who is noticeably intoxicated, or who is of unsound mind, or who is an habitual drunkard whose intemperate habits are known to the licensee. Proper identification regarding age shall be in accordance with O.C.G.A. § 3-3-23.
 - (15) All licensees shall keep a copy of this article and appropriate state statutes and regulations on the licensed premises and shall instruct any person working there with respect to the terms hereof and all shall be familiar with the terms hereof. The licensee shall be held responsible for any acts of his employees in violation of this article or the laws of the state or the rules and regulations of the state revenue commissioner.
 - (16) The annual license fees provided for in this article shall be submitted with the application or request for renewal, and shall be paid prior to the issuance of any license.
 - (17) In addition to the annual license fees required in this article, there is hereby levied an excise tax on each licensee.
- (b) The excise tax shall be the maximum provided by state law, and as defined by the Georgia Department of Revenue. Such tax shall be paid to the board of commissioners by the wholesale distributor on all alcoholic beverages sold to licensees in the county as follows: Each wholesale distributor selling, shipping, or

in any way delivering alcoholic beverages to any licensee, shall collect the excise tax at the time of delivery and shall remit the same together with a summary of all deliveries to each licensee on or before the tenth day of the month following. Such summary shall show the amount of excise tax paid. No distributor shall sell, deliver or ship any alcoholic beverages to any person in the unincorporated limits of the county who does not hold a current applicable license from the county.

(Amend. of 2-18-2003; Ord. of 4-3-2009(2); Amend. of 11-30-2009(2); ; Amend. of 1-17-2012; Amend. of 4-17-2012(1); Ord. of [7-19-2016\(1\)](#).)

File Attachments for Item:

- 15. Discussion and possible action on LMIG roads (staff-CM)
 - a. Approval of change in scope
 - b. Awarding of change order/revised scope to Pittman's contract for LMIG 2020

LMIG 2020

Project Funding: 2020 LMIG + local match = \$780,000

Project Approach: Pittman Construction to perform the 2020 LMIG resurfacing as a change order to their 2019 TSPLOST contract provided their unit prices are less than their 2019 Contract unit prices

Background: Pittman provided a quote to the County in April 2020 to patch and resurface the 2019 BOC approved 2020 LMIG project list. The BOC project list from 2019 was as follows:

DISTRICT #	NAME & MILEAGE (miles)	NUMBER OF HOMES
1	Shadow Lake Dr (.15)	7
2	Texas Chapel Road (1.52)	12
2	Dance Road (1.01)	2
3	Ardennes Road & Woodhaven Dr. (Tt. 83)	41
4	Bear Creek Road (.92)	49
4	Parching/Resurfacing sections of Bark Circle/Willow Forest Dr/Willow Cove Ct	35

PITTMAN QUOTE - \$1,288,800 (April)

Reduced project scope in June to approximate the available county funds of \$780,000:

DISTRICT #	NAME & MILEAGE (miles)
1	Shadow Lake Dr (.15)
2	Dance Road (1.01)
3	Woodhaven Dr. (.66)
4	Bear Creek Road (.92)
4	Willow Cove Ct (.01)

PITTMAN QUOTE \$680,844

Utilizing the unit prices from Pittman’s quote, the following options exist to **increase** the project scope to approximate the available funding of \$780,000:

	Option 1 Hickory Point Dr (District 1)	Option 2 Arrowhead Trail (District 3)	Option 3 Crooked Creek Bay (District 3)	Ardennes Drive (District 3)
To- From	Parks Mill Rd to Cul-de-sac	South Sugar Creek Rd to Cul-de-sac	Crooked Creek Rd to Cul-de-sac	Normandy Road to cul-de-sac
Miles	1.25	1.02	0.97	.17
Estimated Cost	\$166,744.00	\$132,706.00	\$156,947.00	\$87,000

Pittman Revised Contract

Amount for Each Option	\$847,588	\$813,550	\$837,791	\$767,844
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BOC APPROVED OPTION #4 (Dec. 2019)

DISTRICT #	NAME & MILEAGE (miles)	NUMBER OF HOMES	COST ESTIMATE 2019
1	Shadow Lake Dr (.15)		\$45,000
2	Texas Chapel Road (1.02)	12	\$246,000
2	Dance Road (1.01)		\$245,000
3	Ardenes Road Woodhaven Dr. (Tt. 66)	41	\$123,000
4	Bear Creek Road (.92)	49	\$167,000
4	Patching of Bark Circle/Willow Forest/Willow Ct		\$30,000
TOTAL			3.76
			\$856,000

Added below to Pittman Scope due to changes in severity of road pavement condition since December 2019:

- 1. Mill & minimal overlay to Bark Circle, Willow Circle & Willow Ct**
- 2. Mill all the asphalt on Bear Creek Road**
- 3. Mill 50% of Woodhaven Dr**

Pittman Quote: \$1,228,880

Proposed Changes To Stay Within \$750,000

- Remove Texas Chapel from the project scope
- Patch only Willow Forest Dr. from the project scope
- Remove Tanglewood Dr. from the project scope
- Remove Ardennes from the project scope
- Remove Bark Circle/Willow Forest Dr & Willow Ct. patching

SAVINGS APPROXIMATELY \$436,000

Note at least one road in each district remains

SUGGESTED NEW SCOPE

1	Shadow Lake Dr
2	
2	Dance Road
3	Woodhaven Dr.
4	Bear Creek Road (.92)

REVISED ESTIMATE

(still need Pittman to provide quote since material quantities have been reduced)

\$792,000

File Attachments for Item:

16. Discussion and possible action on Cabins for Oconee Springs Park (staff-CM)



February 22, 2017

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

RE: Bid/Proposal # : 17-61801-001
Bid/Proposal Name: Cabins at Oconee Springs
Bid Opening Date/Time: Friday, February 24, 2017
10:00 am

Legacy Housing is bidding to build a minimum of four (4) units. The price of \$77,099.92 is for four (4) units or \$19,077.18 per unit FOB the Legacy Plant. The submitted bid does not include installation.

The units will be built at Legacy Housing, Ltd. 184 Industrial Blvd. Eatonton, Ga. 31024. Our employees are covered under Legacy Housing, Ltd's Workers Compensation and General Liability insurance.

Gary Taylor
General Manager

CONFIRMATION ORDER

Plant: 3 Legacy Housing Corp - Georgia
Dealer: Legacy Housing, Corp.
 Fort Worth, TX

6/19/2020
 Page 1 of 1

Serial #:
Invoice:
Order#: 13277
Prod. #:

Retail Customer:
Salesperson: Wilhoit, Greg

Model: S-1234-11FLA Model Year: 2020 Size: Beds: 1
 Desc: S-1234-11FLA 12 x 34 1/1 Sq Feet: 399.05 Floors: 1 Baths: 1.0

***** INSULATION - SW SINGLE ROOF 7-7-19**

Area	Type	R-Value	Thickness	Area	Type	R-Value	Thickness
FLOOR	FIBERGLASS	7	2.50	EXTERIOR	FIBERGLASS	7	2.50
CEILING	BLOWN FIBERGLASS	19	6.62				

Qty	Part	Description/Memo	Price	Color/Location
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*****TINY HOUSE EXTERIOR*****

1.00	210.001	TH Hardie Fascia (Pick Color)	Opt	\$0.00	
1.00	210.003	TH Out Swing Door (Standard)	Opt	\$0.00	
1.00	210.009	TH 9' Porch	Opt	\$2,295.00	
1.00	210.010	TH Smart Panel (Pick Colors)	Opt	\$0.00	Body: Olive Sawdust Trim: Sycamore
1.00	210.014	TH Shingle Roof (Weathered Wood)	Opt	\$895.00	
1.00	210.017	TH Paint Pickets & Posts	Opt	\$195.00	Posts: Olive Sawdust Pickets: Sycamore

*****TINY HOUSE INTERIOR*****

1.00	220.018	TH Cabinets - Smokey Walnut	Opt	\$0.00	
1.00	220.022	TH Countertops - Ebony Fusion	Opt	\$0.00	
1.00	220.027	TH Flooring - Linoleum Stock Oak	Opt	\$0.00	

*****TINY HOUSE PLUMBING & ELECTRIC*****

1.00	230.0001	TH Refrigerator - 18' Black	Opt	\$0.00	
1.00	230.009	TH Metal Faucets China Sinks T/O	Opt	\$0.00	
1.00	230.021	TH Ductless Mini-Split AC System	Opt	\$0.00	
1.00	230.022	TH 20 Gallon Water Heater (Standard)	Opt	\$0.00	

*****TINY HOUSE OPTIONS*****

1.00	240.001	TH Wholesale Dealer Discount (22.5%)	Opt	(\$5,692.00)	
1.00	TH Storage Fees	TH Storage Fees Surcharge	Opt	\$0.00	

*****MEMO*****

1.00	X10	BUYER'S USE OF GOODS.	Opt	\$0.00	
1.00	X11	Buyer agrees that the above-described goods	Opt	\$0.00	
1.00	X12	(the "Goods") will be used not as a permanent	Opt	\$0.00	
1.00	X13	dwelling, but as temporary living quarters for	Opt	\$0.00	
1.00	X14	recreational, camping, travel or seasonal use.	Opt	\$0.00	

\$21,295.00
 (\$2,307.00)

SHIP VIA:
 FINANCE CO: *Legacy Housing Corp. (Consignment Div.) CERT FEES \$89.00
 DEALER PO: Tax: _____
 DEALER AUTHORIZED SIGNATURE: **\$19,077.00**

File Attachments for Item:

19. Set Qualifying Fees for 2020 General Election (staff-CC/Fin)



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

DATE OF MEETING REQUESTED: July 10, 2020

REQUEST BY: Lynn Butterworth/Linda Cook

AGENDA ITEM: Set qualifying fees for 2020 General Election

AGENDA ITEM TYPE:

Presentation Discussion Action*

Other (Please Specify) _____

*ACTION REQUESTED: Approve qualifying fees for District #4
Commissioner

SUPPORTING DOCUMENTATION PROVIDED: Yes No

BUDGET/FUNDING INFORMATION: n/a

FACTS AND/OR ISSUES: The District 4 commission seat was not vacant
when qualifying fees were originally set back in January.

Qualifying for this seat will be August 3-5, 2020.

Qualifying Fees for 2020 General Election

Position	Term Expires	Base Salary	Qualifying Fee	Notes
District #4 Commissioner	12/31/20	7,800.00	234.00	Local Law (3% of <u>base</u> salary)

File Attachments for Item:

20. Appointment to the Planning and Zoning Commission - District Four (staff-CC)



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

DATE OF MEETING REQUESTED: July 10, 2020

REQUEST BY: Lynn Butterworth

AGENDA ITEM: Appointment to the Planning and Zoning Commission -
District Four

AGENDA ITEM TYPE:

Presentation Discussion Action*

Other (Please Specify) _____

*ACTION REQUESTED: Appoint someone to P&Z Commission for
District 4

SUPPORTING DOCUMENTATION PROVIDED: Yes No

BUDGET/FUNDING INFORMATION: n/a

FACTS AND/OR ISSUES: Mr. Joel Hardie resigned from the P&Z Commission.
His term does not end until 12/31/2020. The individual appointed
will complete this term and a full two-year term. There is one
applicant.

NAME	ADDRESS	DISTRICT	CURRENT OCCUPATION	OTHER	APPLICATION DATE
John T. Mitchell Sr.	195 Lakeshore Drive	4	Retired	MS in Industrial Mgmt from Florida Institute of Technology; BS in Accounting from Florida State; Real Estate classes	6/11/2020



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

NOTICE

The Putnam County Board of Commissioners is seeking an individual to serve on the **Planning and Zoning Commission for District Four**. The individual selected will complete an unexpired term, ending December 31, 2020 and a full two-year term ending December 31, 2022. The candidates should be dedicated, fair-minded, not self-serving, and willing to devote time for meetings several hours each month. Within three months of their appointment, the member must receive 12 hours of training in zoning procedures and/or comprehensive planning conducted and/or sponsored by ACCG or the University of Georgia’s Carl Vinson Institute of Government or equivalent as determined by the Director of Planning and Development. No member shall have any other position or office with the county.

Interested persons should submit an **application** to the Putnam County Board of Commissioners, 117 Putnam Drive, Suite A, Eatonton, Georgia 31024. Applications will be accepted until the position is filled. The board application form can be found on the county website at www.putnamcountyga.us (in the “How Do I?” section) or by calling 706-485-5826.

06/18/2020 & 06/25/2020

PLANNING & ZONING COMMISSION

<u>MEMBER</u>	<u>TERM EXPIRES</u>
Maurice Hill, Jr. (District One)* 152 Horton Drive Eatonton, GA 31024 (706) 485-5141 (work)	12/31/2020
Martha Harris Farley (District Two) 105 Cooper Drive Eatonton, GA 31024 (706) 485-7131 (home)	12/31/2020
Tim Pierson (District Three) 103 Cody Circle Eatonton, GA 31024 (706) 923-6332 (work)	12/31/2020
Joel Eric Hardie (District Four) RESIGNED 345 Twin Bridges Road Eatonton, GA 31024 (478) 233-4808 (work)	12/31/2020
James P. Marshall, Jr., Chairman 104 Church Street Eatonton, GA 31024-3249 (706) 485-6442 (home)	12/31/2020

*Filling the unexpired term of Fred Ward

2 year term
Appointed by BOC (one from each district and at-large chair)
(See Chapter 66, Section 66-150 of the "Putnam County Code of Ordinances")
Need to provide information to HR

Last Updated 6/30/2020

File Attachments for Item:

21. Appointment to the Putnam County Department of Family and Children Services Board (staff-CC)



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

DATE OF MEETING REQUESTED: July 10, 2020

REQUEST BY: Lynn Butterworth

AGENDA ITEM: Appointment to the Putnam County Department of
Family and Children Services Board

AGENDA ITEM TYPE:

Presentation Discussion Action*

Other (Please Specify) _____

*ACTION REQUESTED: Appoint someone to DFCS Board

SUPPORTING DOCUMENTATION PROVIDED: Yes No

BUDGET/FUNDING INFORMATION: n/a

FACTS AND/OR ISSUES: Mrs. Sandra Parham's term expired 6/30/2020.

The individual appointed will serve a five year term.

There is one applicant.

Applicants for Putnam County Department of Family and Children Services Board
6/30/2020

NAME	ADDRESS	DISTRICT	BACKGROUND	APPLICATION DATE
Sandra C. Parham	291 Glenwood Springs Road, SW	1	Putnam County High School; Master's Degree from Georgia College; current member of DFCS	6/12/2020



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

NOTICE

The Putnam County Board of Commissioners is seeking Putnam County residents who would be interested in serving on the **Putnam County Department of Family and Children Services Board**. Appointed board members receive a \$35.00 per meeting per diem; board meetings are held every other month. Appointees must be from one of the following categories: pediatric health care providers, appropriate school personnel, emergency responders, law enforcement personnel, private child welfare service providers, alumni of the child welfare system, mental health care providers, former foster parents, or leaders within the faith-based community.

The role of the county board shall be to protect the well-being of this state's children while preserving family integrity. County boards may review the administration of all welfare and public assistance functions for the county, including such programs as temporary assistance for needy families (TANF), supplemental nutrition assistance program (SNAP), employment services, child protective services, foster care, and adoptions, and shall report no less than annually the effectiveness of the county department's provision of services, the needs of the community, and its recommendations for improved operations of the county department. County boards shall serve as an active liaison and a link between the county department and the local community. County boards shall support the overall mission of the Division of Family and Children Services of the department.

Interested persons should submit an **application** to the Putnam County Board of Commissioners, 117 Putnam Drive, Suite A, Eatonton, Georgia 3102. Applications will be accepted until the positions are filled. **The application needs to include a statement that you are not an elected officer of the state, county or any subdivision thereof, nor is a member of your immediate family an employee of the Putnam County Department of Family and Children Services.** The board application form can be found on the county website at www.putnamcountyga.us (in the "How Do I" section) or by calling 706-485-5826.

06/18/2020 & 06/25/2020

DEPARTMENT OF FAMILY & CHILDREN SERVICES

<u>MEMBER</u>	<u>APPOINTED</u>	<u>TERM EXPIRES</u>
Linda Cook 110 Old Williamsburg Road Milledgeville, GA 31061 706-816-6475 (home) 706-485-5826 (work)	12/06/2019	12/05/2024
Deck Jackson 113 Sequoia Court Eatonton, GA 31024	12/06/2019	12/05/2024
Lucille M. Feldman 206 N. Maple Avenue Eatonton, GA 31024	04/16/2019	04/15/2024
Sandra C. Parham 291 Glenwood Springs Road SW Eatonton, GA 31024 706-485-7247 (home) 706-473-3505 (work)	01/21/2014	06/30/2020
Georgia Benjamin-Smith 403 Willie Bailey Street Eatonton, GA 31024 706-485-5332 (home) 706-485-6856 (work)	12/06/2019	12/05/2024

See next page for member requirements

- Terms of county board members are for five years and are staggered so that one term expires each year. A board member whose term has expired may continue to serve until a successor is appointed.
- Each board will have five to seven members who shall be appointed by the governing authority of the county.
- Appointments to fill vacancies on county boards caused by death, resignation, or disqualification before the expiration of a term are made for the remainder of the term.
- No person serving as a member of a county board of July 1, 2015, shall have such person's term of office shortened by this subsection.
- Board vacancies which occur for any reason, including but not limited to expiration of the term of office, shall be filled by new criteria.
- No elected officer of the state or any subdivision thereof shall be eligible for appointment to the county board.
- All appointments should be reflective of gender, race, ethnic, and age characteristics of the county population.
- Public Assistance recipients may not be appointed to the board since the appointment would create an illegal conflict of interest.
- As a matter of policy, the Division does not support the appointment of anyone who has immediate family members on the staff of the local office.
- The governing authority shall ensure that all appointments made on or after July 1, 2015 are made from the following categories:
 - Pediatric health care providers
 - Appropriate school personnel
 - Emergency responders
 - Law enforcement personnel
 - Private child welfare service providers
 - Alumni of the child welfare system
 - Mental health care providers
 - Former foster parents
 - Leaders within the faith-based community
- If the County Commissioners have a board member that they would like to reappoint, but who does not fit into one of the categories, they may send a letter to him explaining why it would be beneficial for that board member to remain on the board. He will review these individually. These can be sent to: Bobby Cagle, Director, Georgia Division of Family and Children Services, 2 Peachtree Street, Suite 19.472, Atlanta, GA 30303
- The role of the county board shall be to protect the well-being of this state's children while preserving family integrity.
- County boards may review the administration of all welfare and public assistance functions for the county, including such programs as temporary assistance for needy families (TANF), supplemental nutrition assistance program (SNAP), employment services, child protective services, foster care, and adoptions, and shall report no less than annually and not later than December 15 of each year to the director of the Division of Family and Children Services of the department the effectiveness of the county department's provision of services, the needs of the community, and its recommendations for improved operations of the county department.
- County boards shall serve as an active liaison and a link between the county department and the local community.
- County boards shall support the overall mission of the Division of Family and Children Services of the department.

File Attachments for Item:

22. Recommendations for Appointment to the Central Georgia Region 5 Emergency Medical Services Council (staff-CC)



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

DATE OF MEETING REQUESTED: July 10, 2020

REQUEST BY: Lynn Butterworth

AGENDA ITEM: Recommendations for appointment to the Central Georgia Region 5 Emergency Medical Services Council

AGENDA ITEM TYPE:

Presentation Discussion Action*

Other (Please Specify) _____

*ACTION REQUESTED: Recommend Brad Murphey and Tommy McClain for appointment to the EMS Council

SUPPORTING DOCUMENTATION PROVIDED: Yes No

BUDGET/FUNDING INFORMATION: n/a

FACTS AND/OR ISSUES: Putnam County has two representatives on this council: Brad Murphey and Shane Hill. Brad's term was 2017-2020 and Shane's term (who has retired) was 2018-2021.



Central Georgia Region 5 Emergency Medical Services Council

1000 Indian Springs Dr.
Forsyth, GA 31029
478-993-4990 (office)

July 10, 2019

Lee Oliver
Chairman

Terry Cobb
Vice-Chair

Ralph Griffin, M.D.
Regional Medical
Director

Thomas Craft, M.D.
District Health Director

Putnam County Board of Commissioners
117 Putnam Dr, Ste A
Eatonton, GA 31024

JUN 22, 2020
ll

Dear Chairman:

On behalf of Dr. Thomas Craft, District 5-1 Health Director, I am asking for an appointment from you for the Regional Emergency Medical Services Advisory Council to represent your county. This Council is the designated Local Coordinating Entity (LCE) to recommend to the Georgia Department of Public Health (DPH) the manner in which the EMSC Program functions within the region.

Putnam County has two (2) Representatives on this Council. Your current Representatives are **Shane Hill, term 2018-2021 and Brad Murphey, term 2017-2020.**

Council bylaws require that at least two-thirds of the voting membership be comprised of individuals selected by the County Commissions; therefore, I am soliciting from you the name or reappointment of one (1) individual whom you wish to represent your county on this council for the 2020-2023 term. Council By-laws require members to attend at least fifty percent (50%) of the scheduled council meetings.

Brad Murphey, Putnam County EMS has met the By-laws attendance requirement since his last appointment to the Council.

Members of the Regional EMS Council should possess interest and/or expertise in the areas of Emergency Medical Services, health care, or public safety. The following is a list of categories, which you may wish to consider when recommending your representative:

- Public EMS Provider
- Private EMS Provider
- EMT/Paramedic (non-supervisory)
- Authority hospital representative
- Non-authority hospital representative
- City government representative
- County government representative
- Consumer
- Emergency Physician
- General Surgeon
- Communications agency representative
- Law enforcement representative
- Emergency department nurse and/or trauma nurse
- Pediatrician

Please forward the recommendation of your Commission to Kelly Joiner, DPH Region 5 EMS Director, along with a brief synopsis of the individual's qualifications along with his/her mailing address and telephone number on the attached form. You may mail or email this information.

Please complete the attached form and return before **July 15, 2020**. Your participation in this effort is important to the provision of quality Emergency Medical Services to the citizens in your community, region, and state. I appreciate your cooperation and welcome you to contact me if you have any questions. Thank you.

Sincerely,

Lee Oliver

- BALDWIN
- BIBB
- BLECKLEY
- CRAWFORD
- DODGE
- HANCOCK
- HOUSTON
- JASPER
- JOHNSON
- JONES
- LAURENS
- MONROE
- MONTGOMERY
- PEACH
- PULASKI
- PUTNAM
- TELFAIR
- TREUTLEN
- TWIGGS
- WASHINGTON
- WHEELER
- WILCOX
- WILKINSON



June 29, 2020

Lynn Butterworth
Putnam County Clerk
117 Putnam Drive
Suite A
Eatonton GA 31024

RE: Region V EMS Council APPOINTMENT RENEWAL

Ms. Butterworth,

It is my intent to continue to serve on the Region 5 EMS Council as long as the County Manager and The Putnam County Board of Commissioners feel there is a value of my involvement as a voting member.

Thank you for the opportunity to give you my input on the request from council for reappointment or appointment of another to serve in this roll.

Respectfully,

Director Brad Murphey
Putnam County EMS
117 Putnam Drive
Suite A, Room 137
Eatonton Georgia 31024
T (706) 485-1974



Chief Thomas C McClain
Putnam County Fire-Rescue
117 Putnam Drive
Suite A, Room 138
Eatonton Georgia 31024

T (706) 485-0469
F (706) 485-9793

tmcclain@putnamcountyga.us

Tuesday, June 30, 2020

Lynn Butterworth
Putnam County Clerk
117 Putnam Drive
Suite A
Eatonton GA 31024

RE: Region V EMS Council APPOINTMENT

Ms. Butterworth,

I would like to announce my willingness to serve as a representative of Putnam County on the Region V EMS Council. I would be honored to represent Putnam County and its Emergency Services on our regional council.

Thomas C. McClain
Fire Chief
Putnam County Fire Rescue

File Attachments for Item:

23. Discussion and possible action on Retirement recognitions (staff-CC)



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

DATE OF MEETING REQUESTED: July 10, 2020

REQUEST BY: Lynn Butterworth

AGENDA ITEM: Discussion and possible action on Retirement recognitions

AGENDA ITEM TYPE:

Presentation Discussion Action*

Other (Please Specify) _____

*ACTION REQUESTED: Approve retirement recognition values at 10-15-20-25-30 years instead of just 10-20-30 and approve gift cards instead of watches

SUPPORTING DOCUMENTATION PROVIDED: Yes No

BUDGET/FUNDING INFORMATION: n/a

FACTS AND/OR ISSUES: The procedures for retirement recognitions were approved December 7, 1993 and have never been amended. Times have changed and a lot of people don't wear watches anymore. The additional breakdown for years of service will provide a more equitable system.

on the resolution be confirmed. Motion passed with Commissioners Hallman, Davis, Layson, and Poole voting yes. (Resolution made a part of minutes on minute book page 617.)

TIMBER SALE CHECK ACKNOWLEDGMENT

Chairman Ridley announced that Mr. Abie Harris, representative of the University of Georgia, B. F. Grant Memorial Forest, has presented a check in the amount of \$41,249.65 for sale of timber in lieu of property taxes.

CLARIFICATION OF CHRISTMAS HOLIDAYS

Chairman Ridley said that since Christmas Eve and Christmas Day fall on Friday and Saturday respectively, the Commissioners need to clarify when county employees will observe the holidays. Motion by Commissioner Poole seconded by Commissioner Layson, that Friday, December 24, and Monday, December 27, be observed as the official Christmas Holidays for 1993. Motion passed with Commissioners Hallman, Davis, Layson, and Poole voting yes.

EMPLOYEE RETIREMENT POLICY

Commissioner Layson said that a policy needed to be established for recognizing employees who retire. Motion by Commissioner Layson, seconded by Commissioner Poole, that employees who retire with at least ten years of service be recognized and that a watch valued at \$75.00 be presented to individuals with ten (10) years of service, that a watch valued at \$125.00 be present to individuals with twenty (20) years of service and that a watch valued at \$200.00 be presented to individuals with thirty (30) or more years of service. The presentation will be made at a meeting of the Board. Motion passed with Commissioners Hallman, Davis, Layson, and Poole voting yes.

PUBLIC HEARING-1994 BUDGET

Chairman Ridley announced that the public hearing on the proposed 1994 Budget will be held on Tuesday, December 21, 1993 at 6:00 p. m. in the Meeting Room, 108 South Madison Avenue, Eatonton, Georgia. He said that copies of the budget will be available at a cost of \$20.00.

BUSINESS OR INFORMATION FROM COMMISSIONERS OR STAFF

PROPOSAL TO IMPLEMENT ANNUAL BUSINESS LICENSE

Commissioner Poole said that he would like the Commissioners to consider implementing annual business licenses. Chairman Ridley asked Commissioner Poole to prepare a proposal for presentation to

	Time of Service		
	10 Years	20 Years	30 Years
Original Resolution			
1993	\$ 75.00	\$ 125.00	\$ 200.00
2007	\$ 108.00	\$ 179.00	\$ 287.00
2008	\$ 112.00	\$ 186.00	\$ 298.00
2011	\$ 117.00	\$ 194.00	\$ 311.00
2012	\$ 119.00	\$ 198.00	\$ 317.00
2013	\$ 121.00	\$ 201.00	\$ 322.00
2014	\$ 123.00	\$ 204.00	\$ 327.00
2015	\$ 124.00	\$ 206.00	\$ 330.00
2016	\$ 123.00	\$ 205.00	\$ 328.00
2017	\$ 128.00	\$ 214.00	\$ 342.00
2018	\$ 130.00	\$ 216.00	\$ 346.00
2019	\$ 132.00	\$ 220.00	\$ 352.00
2020	\$ 136.00	\$ 227.00	\$ 363.00

*The information above is found at <http://data.bls.gov/cgi-bin/cpicalc.pl> and adjusts for inflation (Favorites=Inflation Calculator)

CURRENT SYSTEM

	Time of Service				
	10 Years	15 Years	20 Years	25 Years	30 Years
Original Resolution					
1993	\$ 75.00		\$ 125.00		\$ 200.00
2007	\$ 108.00		\$ 179.00		\$ 287.00
2008	\$ 112.00		\$ 186.00		\$ 298.00
2011	\$ 117.00		\$ 194.00		\$ 311.00
2012	\$ 119.00		\$ 198.00		\$ 317.00
2013	\$ 121.00		\$ 201.00		\$ 322.00
2014	\$ 123.00		\$ 204.00		\$ 327.00
2015	\$ 124.00		\$ 206.00		\$ 330.00
2016	\$ 123.00		\$ 205.00		\$ 328.00
2017	\$ 128.00		\$ 214.00		\$ 342.00
2018	\$ 130.00		\$ 216.00		\$ 346.00
2019	\$ 132.00		\$ 220.00		\$ 352.00
2020	\$ 136.00	\$ 180.00	\$ 227.00	\$ 293.00	\$ 363.00

*The information above is found at <http://data.bls.gov/cgi-bin/cpicalc.pl> and adjusts for inflation (Favorites=Inflation Calculator)

PROPOSED NEW SYSTEM