

PUTNAM COUNTY BOARD OF COMMISSIONERS

1



117 Putnam Drive, Suite A ♦ Eatonton, GA 31024

Agenda

Tuesday, July 16, 2019 ♦ 6:30 PM

Putnam County Administration Building – Room 203

Opening

1. Welcome - Call to Order
2. Invocation
3. Pledge of Allegiance (KI)

Zoning Public Hearing

4. Request by Robert T. Attaway III to rezone 7.85 acres at 205 Napier Drive from AG-1 to AG-2 [Map 055A, Parcel 055, District 4] (staff-P&D)
5. Request by Thomas Price to rezone 5.5 acres at 242 Bluegill Road from AG-1 to R-2 [Map 083, part of Parcel 003, District 4] (staff-P&D)
6. Request by Jerry L. & Jo Beth Simons to rezone 4.90 acres at 391 Harmony Road from AG-1 to R-1 [Map 072, Parcel 020002, District 1] (staff-P&D)

Regular Business Meeting

7. Public Comments
8. Approval of Agenda
9. Consent Agenda
 - a. Approval of Minutes - July 5, 2019 Regular Meeting (staff-CC)
 - b. Approval of Minutes - July 5, 2019 Executive Session (staff-CC)
 - c. Authorization for Chairman to sign GDOT Agreement for Section 5311 - Transit Operating and Capital Assistance (staff-Transit)
10. Discussion of future use and ownership of the old water treatment facility and the old Armory (staff-CM/Fire)

Reports/Announcements

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

Closing

14. Adjournment

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

Item Attachment Documents:

4. Request by Robert T. Attaway III to rezone 7.85 acres at 205 Napier Drive from AG-1 to AG-2 [Map 055A, Parcel 055, District 4] (staff-P&D)

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 before the meeting at 706-485-2776 to allow the County to make reasonable accommodations for those persons.

Item #4.

Request by **Robert T. Attaway III** to rezone 7.85 acres at 205 Napier Drive from AG-1 to AG-2 [**Map 055A, Parcel 055, District 4**].

PLANNING & DEVELOPMENT-LISA JACKSON STAFF RECOMMENDATION:

The applicant is requesting to rezone 7.85 acres from AG-1 to AG-2 to join with an adjacent AG-2 parcel, Map 057 Parcel 007. The rezoning to AG-2 will not cause any excessive or burdensome use of public facilities or services and will promote a reasonable balance between the promotion of the public health, safety and reasonable use of the subject property. The proposed residential use is consistent with the stated purpose of the AG-2 District and will not adversely affect the existing use, value or usability of adjacent or nearby properties.

Staff recommendation is for approval to rezone 7.85 acres at 205 Napier Drive from AG-1 to AG-2 with the following condition: (1) 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.

PLANNING & ZONING COMMISSION RECOMMENDATION:

Planning & Zoning Commission’s recommendation is for approval to rezone 7.85 acres at 205 Napier Drive from AG-1 to AG-2 with the following condition: (1) 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.

PLANNING & ZONING COMMISSION MINUTES:

Tuesday, July 2, 2019

The Putnam County Planning & Zoning Commission conducted a public hearing on Tuesday, July 2, 2019 at 6:30 PM in the Putnam County Administration Building, 117 Putnam Drive, Room 203, Eatonton, Georgia.

Present: James Marshall, Jr., Martha Farley, Tim Pierson, Joel Hardie
Staff Present: Lisa Jackson, Courtney Andrews and Jonathan Gladden

Request by **Robert T. Attaway III** to rezone 7.85 acres at 205 Napier Drive from AG-1 to AG-2. [**Map 055A, Parcel 055, District 4**]. * **Mr. Bill Briener represented this request.** He stated that the owner has 7.85 acres and owns and adjacent 18.25-acre lot. He added that the 7.85-acre lot is zoned AG-1. Mr. Briener stated that the owner is requesting to change the zoning from AG-1 to AG-2, which is the zoning of the adjacent 18.25-acre lot, so that both lots can be platted together. No one spoke in opposition to this request.

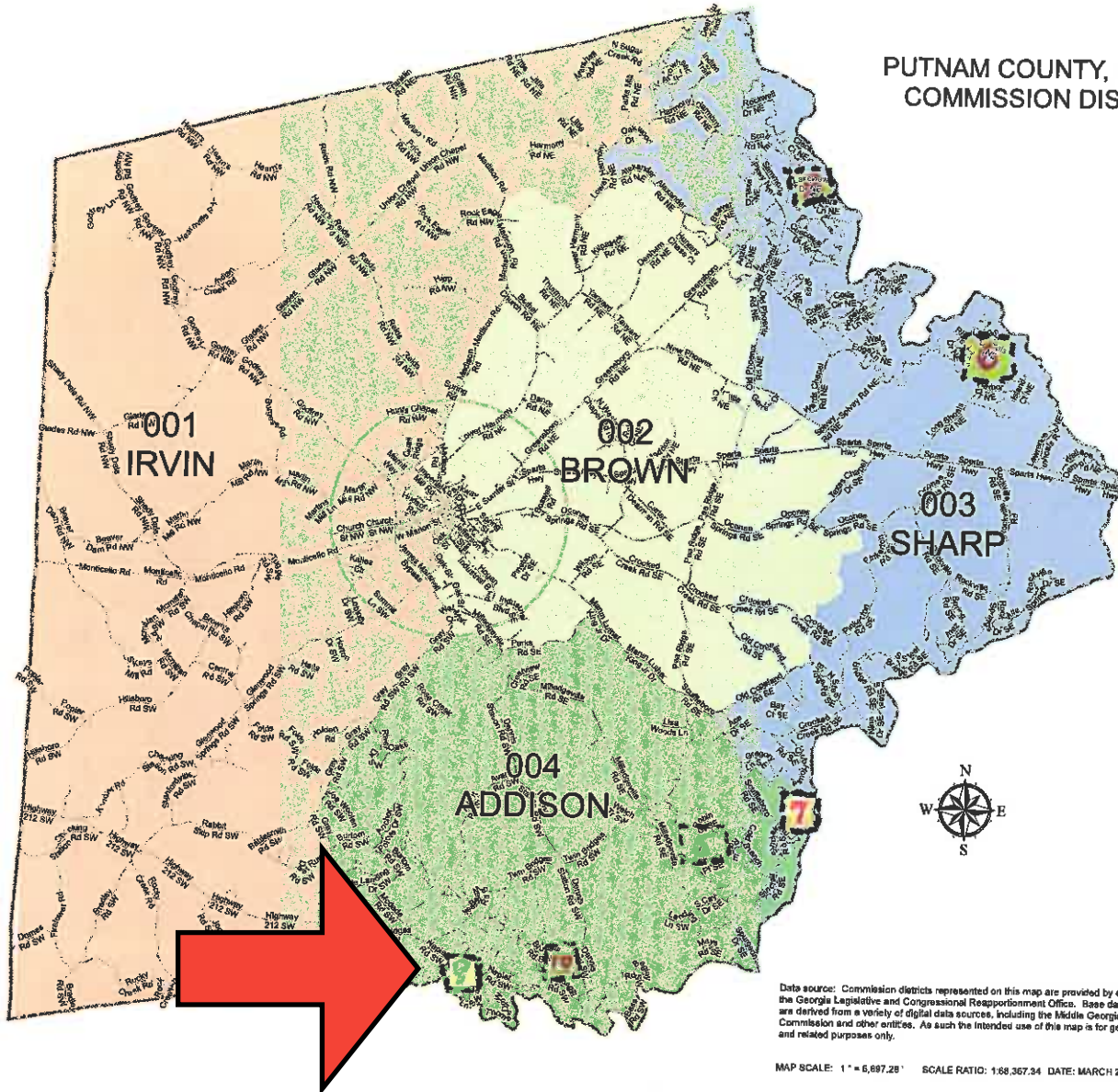
Staff recommendation is for approval to rezone 7.85 acres at 205 Napier Drive from AG-1 to AG-2 with the following condition: (1) this rezoning

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.

Motion to approve the request by Robert T. Attaway III to rezone 7.85 acres at 205 Napier Drive from AG-1 to AG-2 [Map 055A, Parcel 055, District 4].

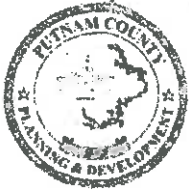
**Motion made by Member Pierson, Seconded by Member Hardie
Voting Yea: Chairman Marshall, Member Farley, Member Pierson, Member Hardie**

PUTNAM COUNTY, GEORGIA
COMMISSION DISTRICTS



5. Request by **R. Greg Waddell**, agent for **Kerry & Laura Murphy** for a rear yard setback variance at 109 Willow Cove. Presently zoned R-1. [Map 087B, Parcel 077, District 4].
6. Request by **Jody Harper**, agent for **John & Lisa Threlkeld** for a front and side yard setback variance at 129 Forest Ridge Circle. Presently zoned R-1R. [Map 122A, Parcel 030, District 3].
7. Request by **Russell W. Wall**, agent for **Benjamin R. Griffith** for a rear yard setback variance at 212 Twisting Hill Road. Presently zoned R-2. [Map 111C, Parcel 024, District 4].
8. Request by **Lauren K. Sprayberry** for a rear yard setback variance at 1054 Lake Oconee Parkway. Presently zoned C-1. [Map 102D, Parcel 133, District 3].
9. Request by **Robert T. Attaway III** to rezone 7.85 acres at 205 Napier Drive from AG-1 to AG-2. [Map 055A, Parcel 055, District 4]. *
10. Request by **Thomas Price** to rezone 5.5 acres at 242 Bluegill Road from AG-1 to R-2. [Map 083, part of Parcel 003, District 4]. *

Item #4.



PUTNAM COUNTY PLANNING & DEVELOPMENT

117 Putnam Drive, Suite B ♦ Eatonton, GA 31024

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

APPLICATION FOR REZONING

APPLICATION NO 2019-00657

DATE: April 24, 2016

MAP 055A PARCEL 055

1. Name of Applicant: Robert T. Attaway III

2. Mailing Address: 520 Hwy 22 West, Milledgeville, GA

3. Phone: (home) 478-452-0759 (office) 478-628-1235 (cell) 478-456-6156

4. The location of the subject property, including street number, if any: End of Napier Drive
(No address assigned)

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

6. The proposed zoning district desired: AG 2

7. The purpose of this rezoning is (Attach Letter of Intent)
Rezone the property to the same zoning class as the adjoining 18.254 acres owned by owner that fronts on Phillips Road so the two properties can be platted together for future use.

8. Present use of property: AG-1 Desired use of property: AG-2

9. Existing zoning district classification of the property and adjacent properties:
Existing: AG-1
North: AG-2 South: R-2 East: R-2 West: AG-2 & R-2

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

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

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

13. A detailed description of existing land uses: The subject property is vacant, undeveloped land with waterfrontage adjacent to Lake Sinclair on the GA Power lease access strip. (See Plat Bk 31 p28)

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

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

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

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

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

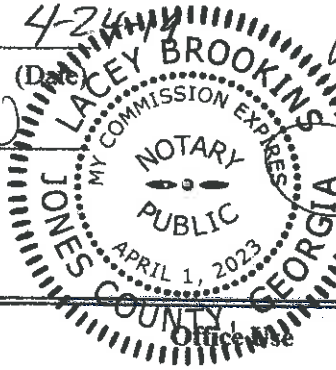
19. Concept plan. If the application is for less than 25 single-family residential lots, a concept plan need not be submitted. (See attachment.)

20. Impact analysis. If the application is for less than 25 single-family residential lots, an impact analysis need not be submitted. (See attachment.)

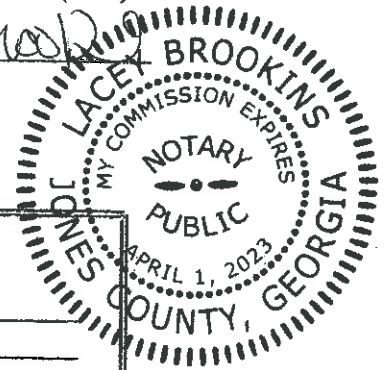
THE ABOVE STATEMENTS AND ACCOMPANYING MATERIALS ARE COMPLETE AND ACCURATE. APPLICANT HEREBY GRANTS PERMISSION FOR PLANNING AND DEVELOPMENT PERSONNEL OR ANY LEGAL REPRESENTATIVE OF PUTNAM COUNTY TO ENTER UPON AND INSPECT THE PROPERTY FOR ALL PURPOSES ALLOWED AND REQUIRED BY THE PUTNAM COUNTY CODE OF ORDINANCES.

Robert A. White II 4/24/19 _____ 4/24/19
Signature (Property Owner) (Date) Signature (Applicant) (Date)

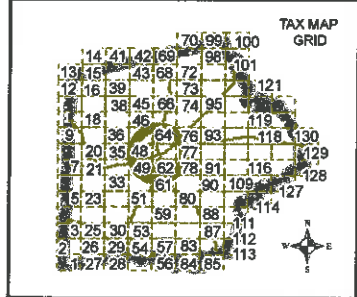
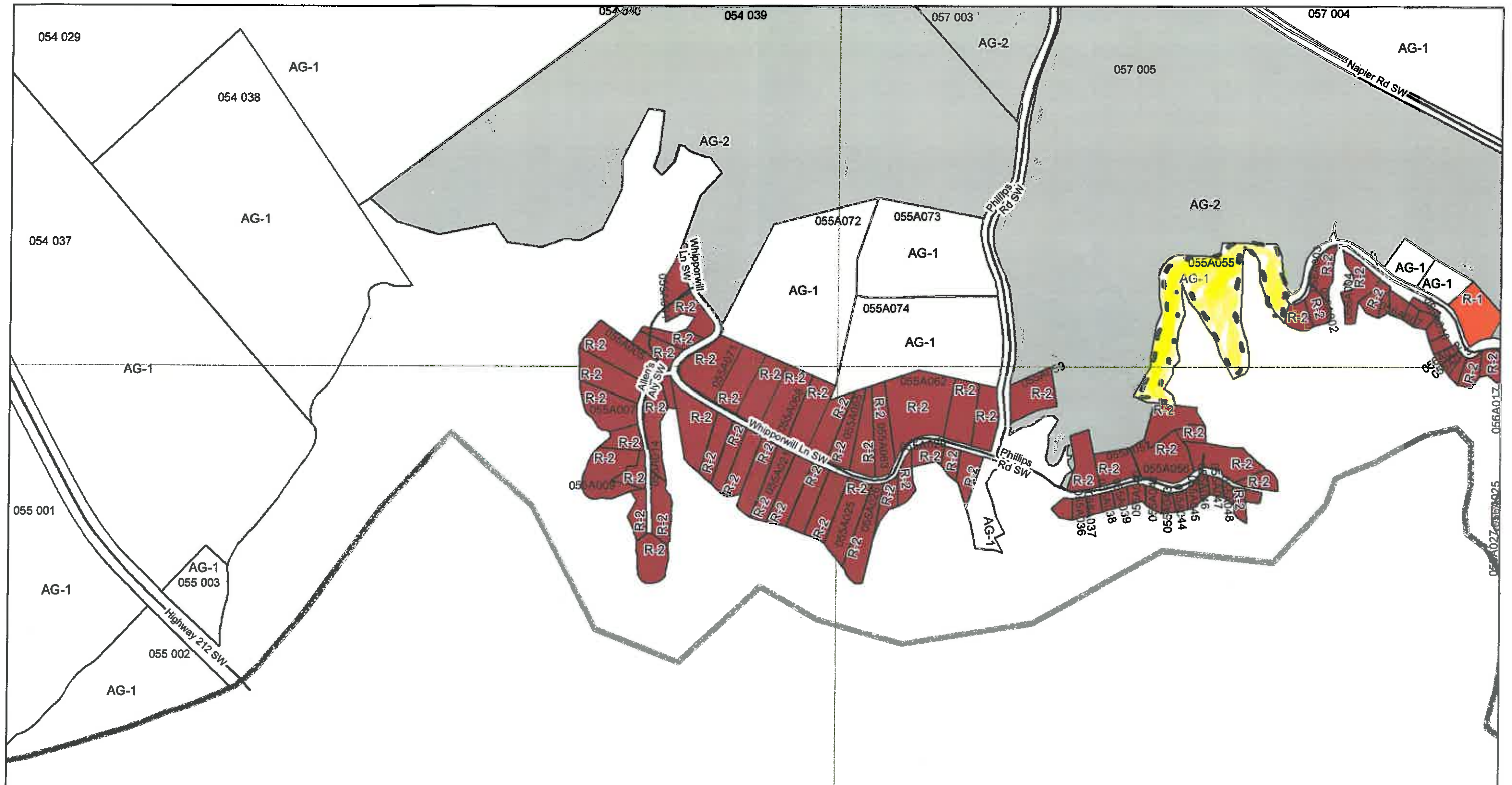
Jacey Brook
Notary Public



Jacey Brook
Notary Public



Paid: \$ <u>250.00</u> (cash) _____ (check) <u>8308</u> (credit card) _____	
Receipt No. <u>032531</u>	Date Paid: <u>4.25.19</u>
Date Application Received: <u>4.25.19</u>	
Reviewed for completeness by: _____	
Submitted to TRC: _____	Return date: _____
Date of BOC hearing: _____	Date submitted to newspaper: _____
Date sign posted on property: _____	Picture attached: yes _____ no _____



<ul style="list-style-type: none"> Eatonton Limits County Boundary Roads Parcels Parcel_Hooks 	<p>Zoning</p> <ul style="list-style-type: none"> No Code AG-1 AG-1 CITY AG-2 C-1 C-1 CITY C-2 C-2 CITY I-M IND-1 CITY IND-2 IND-2 CITY MHP PUBLIC PUBLIC CITY R-1 CITY R-2 CITY R-3 CITY R-4 CITY R-1 R-1R R-2 RM-2 RM-3 VILLAGE 	<p>GEOGRAPHIC FEATURE LEGEND</p> <ul style="list-style-type: none"> IND-2 CITY MHP PUBLIC PUBLIC CITY R-1 CITY R-2 CITY R-3 CITY R-4 CITY R-1 R-1R R-2 RM-2 RM-3 VILLAGE
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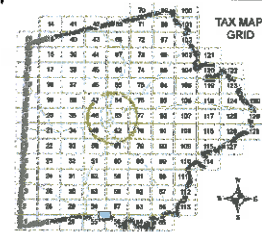
Item #4.

MGRC
IT GIS Services
Middle Georgia Regional Commission
175 Emory Hwy
Suite C
Macon, Georgia 31217
(478) 751-6100
(478) 751-6517
Web:
www.middlegeorgiaregion.com
Email:
it@mg-rc.org

**PUTNAM COUNTY, GEORGIA
ZONING MAPS**

MAP 055A

MAP SCALE: 1" = 525' SCALE RATIO: 1:6,300 DATE: MAY 2019



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

GEOGRAPHIC FEATURE LEGEND

- | | | |
|----------------------|--|--------------------|
| Agriculture/Forestry | Park/Recreation/Conservation | Undeveloped/Vacant |
| Commercial | Public/Institutional | |
| Industrial | Residential | |
| Mixed Use | Transportation/Communication/Utilities | |



Middle Georgia Regional Commission
175 E. Main Hwy
Suite C
Macon, Georgia 31217
(478) 751-6160
(478) 751-6517
Web:
www.middlegeorgiaregional.com
Email:
mg@mg-rc.org

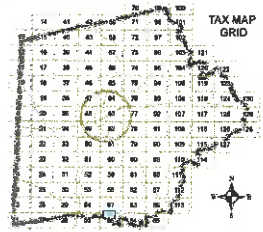
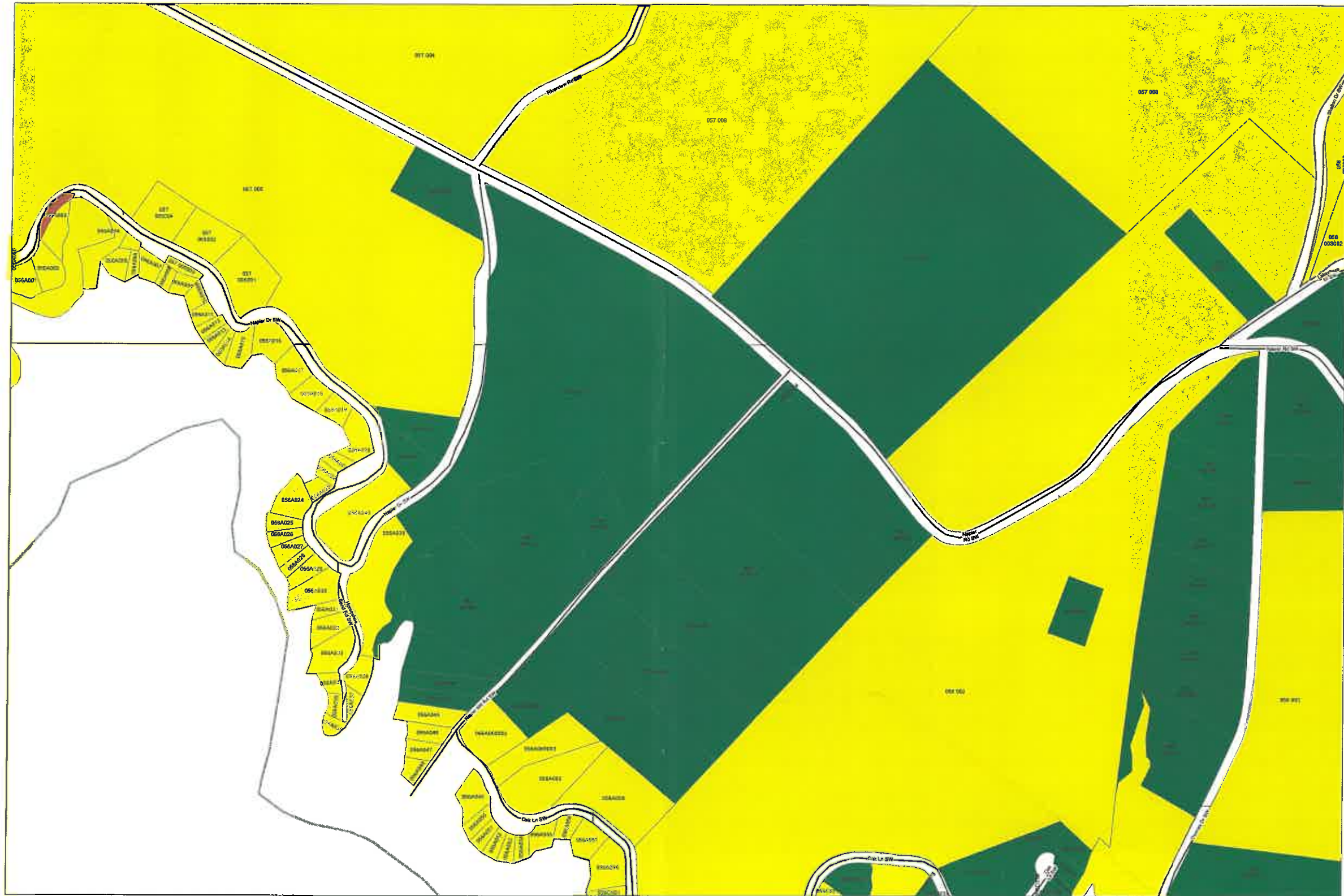
**PUTNAM COUNTY, GEORGIA
FUTURE LAND USE MAPS**



MAP 055A

MAP SCALE: 1" = 200' SCALE RATIO: 1:2,400 DATE: MAY 2019

Item #4.



- Eatonton Limits
- County Boundary
- Roads
- Parcels
- Parcel_Hooks

GEOGRAPHIC FEATURE LEGEND

- Agriculture/Forestry
- Commercial
- Industrial
- Mixed Use
- Park/Recreation/Conservation
- Public/Institutional
- Residential
- Transportation/Communication/Utilities
- Undeveloped/Vacant

MGRC
IT GIS Services
Middle Georgia Regional Commission
176 Emory Hwy
Suite C
Macon, Georgia 31217
478/754-5180
478/754-4517
Web: www.middlegeorgiaregional.com
Email: mgrc@mgrc.org

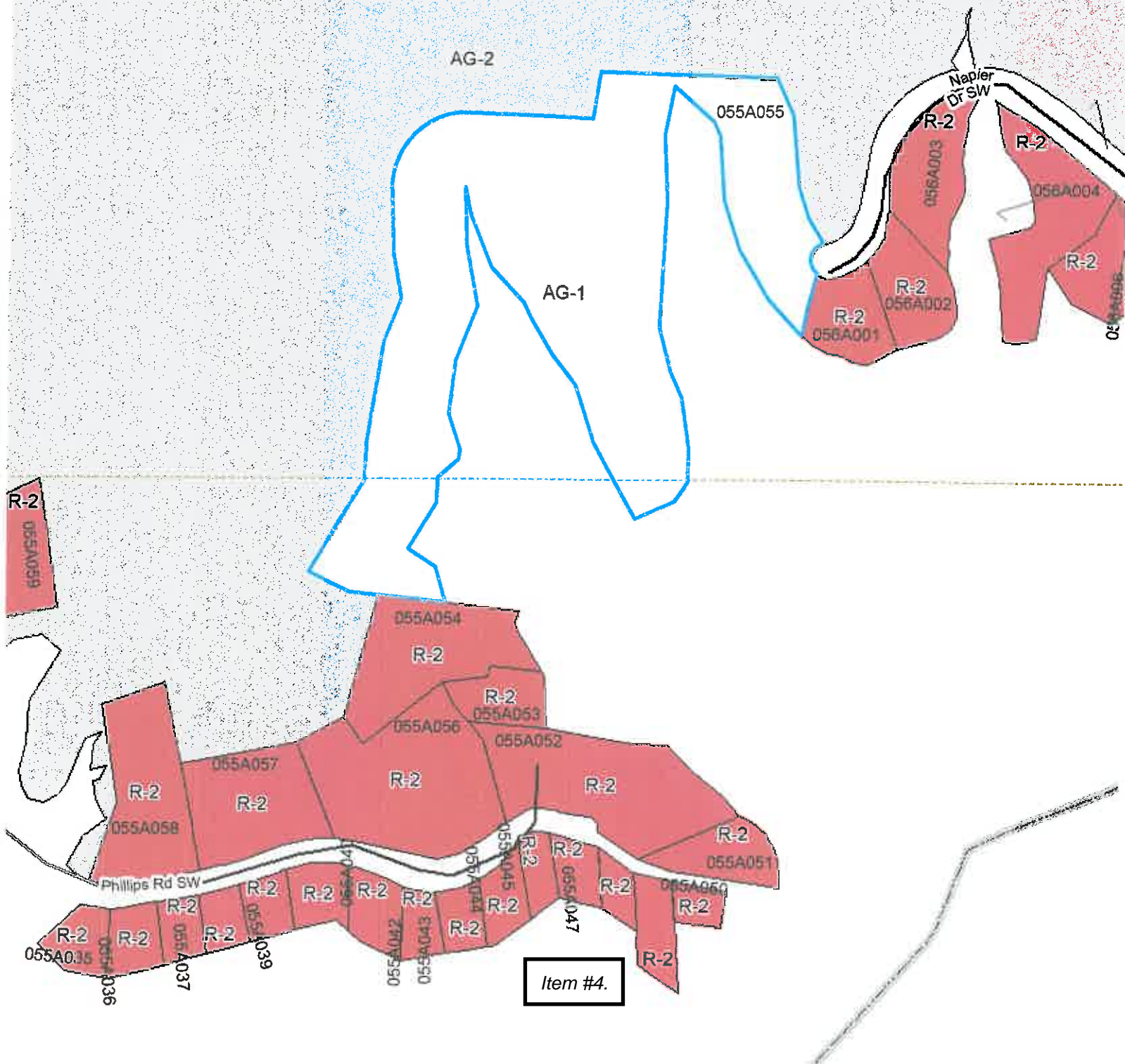
**PUTNAM COUNTY, GEORGIA
FUTURE LAND USE MAPS**



MAP 056A

MAP SCALE: 1" = 200' SCALE RATIO: 12,400 DATE: MAY 2019

Item #4.



Item #4.

LETTER OF INTENT TO REZONE PROPERTY**Putnam County, Georgia****April 24, 2019**

Owner Name: Robert T. Attaway III

Address: 520 Hwy 22 West, Milledgeville, GA 31061

Subject Property: Tax Map 055A – 055

Current Zoning: AG 1

Property Location: End of Napier Drive

The owner desires to rezone the subject 7.85 acres from AG 1 to AG 2. He purchased the subject property in August 2007 as a vacant undeveloped property with limited road frontage. He purchased an additional 18.254 acres (Plat attached) which joins the subject property on the west side and fronts Phillips Road. The 18.254 acres is zoned AG 2. The owner would like to have both properties the same zoning class so the two properties can be combined and re-platted with AG 2 zoning.

Sincerely,



Robert T. Attaway III





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- Rezoning Application

WE, THE UNDERSIGNED OWNERS OF REAL PROPERTY LOCATED IN THE CITY OF EATONTON/PUTNAM COUNTY, GEORGIA, HEREBY APPOINT WILLIAM H. BREINER TO BE MY AGENT FOR THE PURPOSE OF APPLYING FOR REZONING OF PROPERTY DESCRIBED AS MAP 055A PARCEL 055, CONSISTING OF 7.85 ACRES, WHICH HAS THE FOLLOWING ADDRESS: NAPIER DRIVE (end of road no address assigned) 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 ROBERT T. ATTAWAY III 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 24th DAY OF April, 2019.

PROPERTY OWNER(S): ROBERT T. ATTAWAY, III

Robert T. Attaway III

NAME (PRINTED)

4/24/19

SIGNATURE

ADDRESS: 520 Hwy 22 West, Milledgeville, GA 31061

PHONE: 478-456-6156

ALL SIGNATURES WERE HEREBY SWORN TO AND SUBSCRIBED BEFORE ME THIS

24 DAY OF April, 2019

Lacey Brooks
NOTARY

MY COMMISSION EXPIRES: April 1, 2023



Item #4.

- LEGEND:**
- - 1/2" IRON PIN SET (IPS)
 - ⊙ - 1/2" IRON PIN FOUND (IPF)
 - ⊕ - 1" IRON PIPE FOUND (IPPF)
 - - COMPUTED POINT
 - ⊙ - 16" PINE TREE (JANUARY 1998)
 - ⊙ - 1/2" IRON PIN SET (IPS) (JANUARY 1998)
 - ⊕ - IRON FENCE POST FOUND (JANUARY 1998)
 - PROPERTY LINE
 - - - 340' APPROX. 340' CONTOUR LINE
 - - - 350' APPROX. 350' CONTOUR LINE

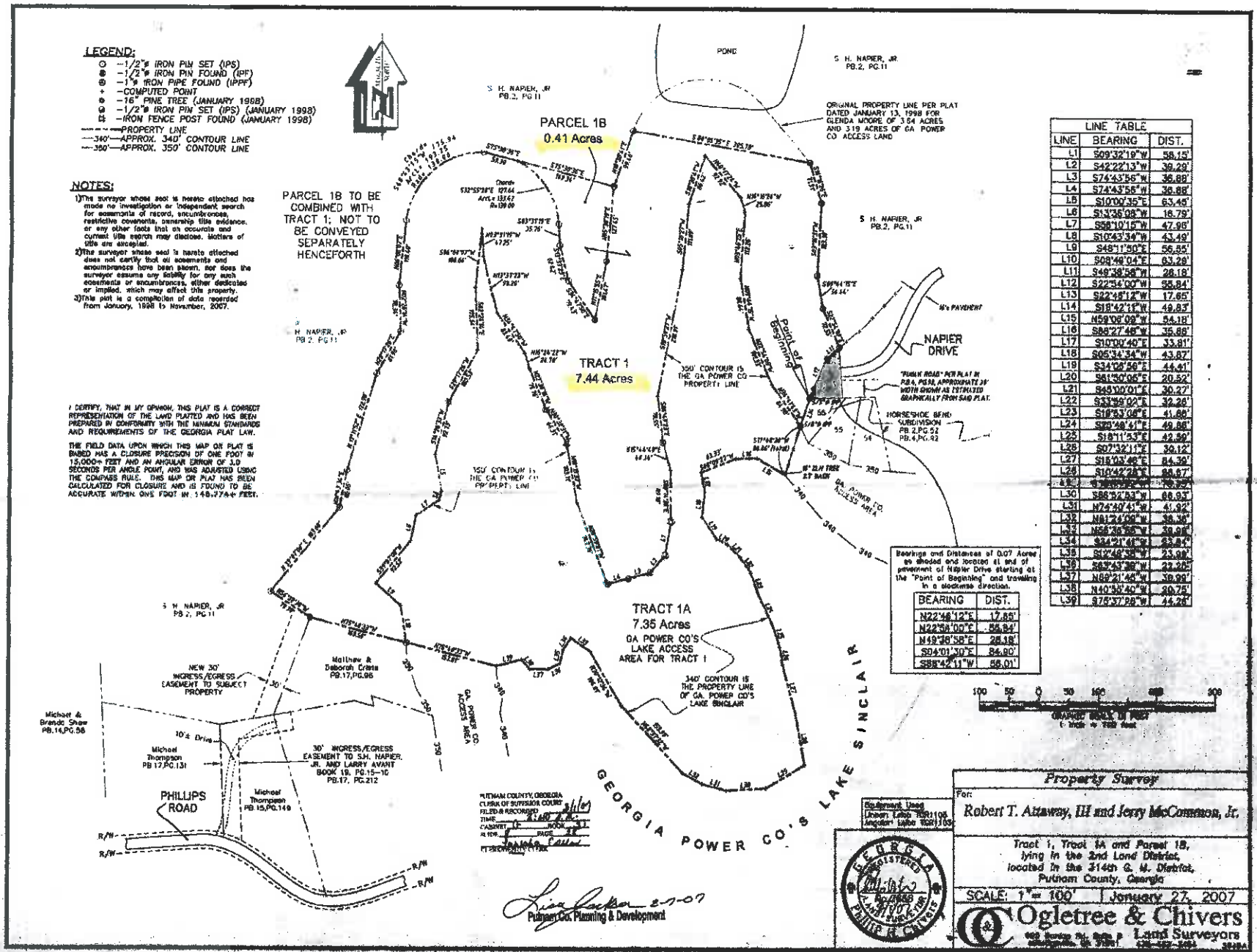
NOTES:

- 1) The surveyor whose seal is hereto attached has made no investigation or independent search for easements of record, encroachments, restrictive covenants, sanitary file evidence, or any other facts that an accurate and correct file report may disclose. Matters of this are excluded.
- 2) The surveyor whose seal is hereto attached does not certify that all easements and encroachments have been located, nor does the surveyor assume any liability for any such conditions of encroachments, either disclosed or implied, which may affect this property.
- 3) This plat is a compilation of data reported from January, 1998 to November, 2007.

I CERTIFY, THAT IN MY OPINION, THIS PLAT IS A CORRECT REPRESENTATION OF THE LAND PLATED AND HAS BEEN PREPARED IN CONFORMITY WITH THE MINIMUM STANDARDS AND REQUIREMENTS OF THE GEORGIA PLAT LAW.

THE FIELD DATA UPON WHICH THIS MAP OR PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 15,000+ FEET AND AN ANGULAR ERROR OF 3.0 SECONDS PER ANGLE POINT, AND WAS ADJUSTED USING THE COGNATE RULE. THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 148,274+ FEET.

PARCEL 18 TO BE COMBINED WITH TRACT 1; NOT TO BE CONVEYED SEPARATELY HENCEFORTH



LINE TABLE

LINE	BEARING	DIST.
L1	S09°32'19"W	58.15
L2	S42°22'13"W	36.29
L3	S74°43'56"W	36.88
L4	S74°43'56"W	36.88
L5	S10°00'35"E	63.45
L6	S13°36'08"W	16.79
L7	S88°10'15"W	47.98
L8	S10°43'34"W	43.49
L9	S48°1'50"E	56.85
L10	S08°46'04"E	63.28
L11	S48°38'58"W	28.18
L12	S22°34'00"W	55.84
L13	S22°45'12"W	17.65
L14	S18°42'11"W	49.83
L15	N59°38'58"E	28.18
L16	S82°27'48"W	36.88
L17	S10°00'35"E	33.81
L18	S06°34'34"W	43.87
L19	S34°28'56"E	44.61
L20	S81°50'06"E	20.52
L21	S45°00'01"E	30.27
L22	S33°36'02"E	32.26
L23	S16°53'06"E	41.68
L24	S80°48'41"E	49.86
L25	S18°11'53"E	42.80
L26	S07°32'11"E	50.12
L27	S18°03'46"E	84.36
L28	S10°43'34"W	88.87
L29	S88°24'33"W	66.93
L30	N74°40'41"W	41.92
L31	N41°24'00"W	36.36
L32	N58°26'56"W	30.90
L33	S84°21'41"E	23.84
L34	S10°43'34"W	23.88
L35	S82°43'38"W	23.20
L36	N59°38'58"E	30.99
L37	N40°30'40"W	20.74
L38	N40°30'40"W	20.74
L39	S78°57'28"W	44.28

Bearings and Distances of 0.07 Acres are shown and located at end of pavement of Napier Drive starting at the "Point of Beginning" and traveling in a clockwise direction.

BEARING	DIST.
N22°46'12"E	17.65
N22°34'00"E	55.84
N49°38'58"E	28.18
S04°01'30"E	36.80
S88°42'11"W	68.01



PUTNAM COUNTY, GEORGIA
CLERK OF SUPERIOR COURT
FILED & RECORDED
DATE: 1/27/08
BY: [Signature]
[Signature]
[Signature]

2-1-07
Putnam Co. Planning & Development



Property Survey

For: **Robert T. Ataway, III and Jerry McCammon, Jr.**

Tract 1, Tract 1A and Parcel 18, lying in the 2nd Land District, located in the 214th G. M. District, Putnam County, Georgia

SCALE: 1" = 100' | January 27, 2007

Ogletree & Chivers
Land Surveyors
400 W. Peachtree St., Suite 2000, Atlanta, GA 30308 | 404-522-1000

3543A

P2019000017

BK:36 PG:72-72

FILED IN OFFICE
CLERK OF COURT
02/25/2019 09:11 PM
SHEILA H. PERRY, CLERK
SUPERIOR COURT
PUTNAM COUNTY, GA

Sheila H. Perry
0353510676
PARTICIPANT ID

LINE	BEARING	DISTANCE
L1	S89°19'44"E	64.89
L2	N81°37'26"E	160.97
L3	N31°57'28"E	173.86
L4	N39°29'32"W	258.96
L5	N57°55'25"W	250.01
L6	N54°10'41"W	209.94
L7	S37°02'55"E	204.97
L8	N45°23'00"W	109.74
L9	N14°43'22"W	12.60
L10	N14°43'22"W	40.10
L11	N02°14'10"E	27.41
L12	N02°14'10"E	27.41
L13	S89°25'51"W	21.67
L14	S11°27'27"E	18.58
L15	S17°52'03"W	15.89
L16	S85°57'42"W	47.36
L17	S38°55'48"E	16.78
L18	N18°39'40"W	23.75
L19	S38°59'21"W	28.18
L20	N18°39'40"W	28.18
L21	N33°44'18"W	72.23
L22	N05°38'02"E	58.45
L23	N07°47'24"E	123.44
L24	S07°47'24"E	123.44
L25	S89°02'03"W	305.78
L26	S07°48'01"W	99.35
L27	N88°29'21"W	228.58
L28	S04°42'31"E	110.41
L29	S13°12'31"E	76.53
L30	S18°27'25"W	81.80
L31	S08°22'15"W	172.08
L32	S00°08'44"E	85.05
L33	S08°18'38"E	161.90
L34	S87°53'58"E	79.94
L35	S08°21'27"W	176.64
L36	S89°02'39"W	82.08
L37	S89°02'39"W	209.27
L38	N18°33'59"E	109.86
L39	S77°14'18"W	108.18
L40	S08°03'28"E	177.90
L41	S18°21'03"W	140.57
L42	N35°51'01"E	50.13
L43	N60°18'43"E	51.86
L44	N76°39'21"E	17.87
L45	N17°01'40"W	16.41
L46	N18°28'42"E	33.44
L47	N18°28'42"E	33.13
L48	N84°11'45"E	12.12
L49	N51°12'37"E	31.90
L50	S82°21'05"W	38.96
L51	N10°02'00"E	48.91
L52	N40°59'04"E	28.05
L53	S61°43'07"W	33.98
L54	S38°17'02"W	106.98
L55	S39°04'33"W	49.26
L56	S87°42'40"W	27.44
L57	N74°26'06"W	16.98
L58	N33°02'28"W	27.42
L59	N04°47'01"E	49.26
L60	N05°42'51"E	87.20
L61	N19°44'39"E	107.68
L62	N05°03'00"W	47.62
L63	S90°39'27"W	24.16
L64	S44°15'24"E	47.51
L65	S01°15'51"W	46.11
L66	S78°24'29"W	37.50
L67	S50°05'35"W	39.28
L68	N85°01'01"E	126.40
L69	N84°19'51"E	105.02
L70	N03°32'01"W	214.20
L71	S86°32'43"W	220.61
L72	N04°28'54"W	152.20
L73	N24°24'23"W	47.88
L74	N04°28'23"W	47.88
L75	N31°48'28"E	171.70
L76	N14°53'28"E	34.98
L77	S10°14'41"E	116.08
L78	S89°01'21"E	285.94
L79	N48°48'49"E	41.88
L80	S21°50'04"E	89.00
L81	S47°56'00"W	185.20
L82	S55°57'43"W	199.32

ADJOINING PROPERTY OWNERS	
A	ROBERT D. PAUL DEED BOOK 598 PAGE 296 DEED BOOK 598 PAGE 297-PLAT
B	WESLEY R. & MARY P. VEREEN DEED BOOK 841 PAGE 307 PLAT BOOK 32 PAGE 65A
C	LARRY W. & MARIA KNOWLES DEED BOOK 854 PAGE 466 PLAT BOOK 2 PAGE 52
D	GEORGIA POWER COMPANY DEED BOOK 2-U PAGE 259-260
E	REGINALD & GLORIA J. SMITH DEED BOOK 868 PAGE 81 PLAT BOOK 17 PAGE 98
F	CALEB C. & AMBER L. THOMPSON DEED BOOK 860 PAGE 118 PLAT BOOK 35 PAGE 48
G	CALEB C. THOMPSON DEED BOOK 787 PAGE 612 PLAT BOOK 15 PAGE 149
H	TERESA D. BRADBERRY ET. AL. DEED BOOK 792 PAGE 490 PLAT BOOK 10 PAGE 178
J	MICHAEL S. & BRENDA L. SHAW DEED BOOK 481 PAGE 275 PLAT BOOK 14 PAGE 58
K	GEORGIA POWER COMPANY DEED BOOK 2-U PAGE 259-260
L	LUKE R. DARNELL DEED BOOK 879 PAGE 785 PLAT BOOK 17 PAGE 131

CURVE	DELTA	ANGLE	ARC	LENGTH	TANGENT	CHORD	BEARING	CHORD	LENGTH
C1	240.03	4500.77	209.84	104.78	S31°00'00"E	288.92	288.92	288.92	
C2	704.41	4500.77	683.81	347.28	S12°00'00"E	693.17	693.17	693.17	
C3	618.48	828.12	101.40	50.75	S01°00'00"E	101.35	101.35	101.35	
C4	187.26	508.78	118.24	60.02	S12°00'00"E	138.47	138.47	138.47	
C5	751.90	1851.80	138.88	70.03	S11°00'00"E	138.94	138.94	138.94	
C6	411.98	271.35	19.88	9.85	N39°37'45"W	19.88	19.88	19.88	
C7	1200.45	888.97	166.75	83.22	N47°59'09"W	186.42	186.42	186.42	
C8	282.410	170.95	87.42	43.94	N39°48'49"W	109.12	109.12	109.12	
C9	3165.24	1068.08	169.92	85.14	N28°27'37"W	169.74	169.74	169.74	
C10	7011.42	134.50	164.78	94.52	N69°11'44"W	154.87	154.87	154.87	
C11	1628.28	363.71	110.33	55.53	N54°09'03"W	109.98	109.98	109.98	
C12	282.410	139.44	69.22	35.31	N76°36'33"W	68.80	68.80	68.80	
C13	282.410	139.44	69.22	35.31	N76°36'33"W	68.85	68.85	68.85	
C14	282.410	139.44	69.22	35.31	N76°36'33"W	68.85	68.85	68.85	
C15	282.410	288.92	150.22	76.83	S33°33'16"W	148.53	148.53	148.53	
C16	8152.00	108.68	117.45	65.13	S49°30'39"W	111.73	111.73	111.73	
C17	8511.21	130.00	193.50	119.53	S37°51'22"W	175.98	175.98	175.98	
C18	1058.12	58.51	29.32	14.66	N69°58'17"W	38.40	38.40	38.40	
C19	1058.12	578.24	72.35	36.39	N18°24'21"E	72.24	72.24	72.24	
C20	1189.14	832.85	132.34	66.41	N68°20'22"E	132.10	132.10	132.10	
C21	1841.01	665.88	228.75	115.57	N05°21'34"E	227.63	227.63	227.63	
C22	2014.37	673.95	236.51	120.23	N14°36'15"W	242.15	242.15	242.15	
C23	7898.12	174.23	204.43	209.22	N12°13'53"E	204.03	204.03	204.03	
C24	4307.40	288.29	201.85	108.03	N29°40'52"E	197.21	197.21	197.21	
C25	1738.27	1374.46	423.58	213.48	N16°55'36"E	421.91	421.91	421.91	
C26	3074.48	484.08	243.88	126.42	N10°39'00"E	242.15	242.15	242.15	
C27	1630.07	372.28	186.14	76.73	N14°36'15"W	148.80	148.80	148.80	
C28	3247.95	116.54	197.49	57.83	N05°25'04"E	103.91	103.91	103.91	
C29	1635.08	418.00	122.84	61.87	N23°21'02"E	122.40	122.40	122.40	

LINE	BEARING	DISTANCE
L83	S42°20'35"W	94.78
L84	N06°58'09"E	74.22
L85	N101°01'00"W	63.87
L86	N100°48'20"E	55.24

"PUTNAM COUNTY PLANNING AND DEVELOPMENT DIRECTOR'S CERTIFICATE"

PURSUANT TO THE LAND SUBDIVISION REGULATIONS OF PUTNAM COUNTY, GEORGIA THIS PLAT COMPLIES WITH REQUIREMENTS OF THE PUTNAM COUNTY ZONING BOARD AND THE SUBDIVISION REGULATIONS OF PUTNAM COUNTY.

Sheila H. Perry
DATE: _____
PUTNAM COUNTY PLANNING AND DEVELOPMENT DIRECTOR

A "LEICA TCA 1100 TOTAL STATION SN. 418328 WAS USED TO OBTAIN THE LINEAR AND ANGULAR MEASUREMENTS. A LEICA TPS-SYSTEM 1000 PCMCIA MEMORY CARD WAS USED AS A DATA COLLECTOR TO COLLECT THE FIELD DATA.

THE FIELD DATA UPON WHICH BASED HAS A CLOSURE PRECISION OF 76,064 FEET AND AN ANGLE PER ANGLE POINT, AND WAS LEAST SQUARES ADJUSTMENT. BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 1,013,190 FEET.

Item #4.

AS REQUIRED BY SUBSECTION (d) OF O.C.G.A. SECTION 15-6-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATES, SIGNATURES, STAMPS, OR STATEMENTS HEREON. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPLICABLE 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 2/15/2019
EDWIN L. THOMPSON RLS #1759 DATE: _____



DATES:
SURVEY: 02/13/2019
PLAT: 02/15/2019

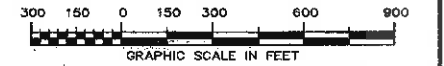
PROPERTY DIVISION SURVEY

FOR: **JARRELL J. COLTER & DAN T. TOMLIN**

FORMERLY PROPERTY OF S. H. NAPIER, JR.
PART OF LAND LOTS 110, 111, 124 & 125
2ND. LAND DISTRICT
314TH. G. M. DISTRICT
PUTNAM COUNTY, GEORGIA

Scale: 1" = 300.0' Date: February 15, 2019

THOMPSON LAND SURVEYORS, INC.
140 KENAN DRIVE MILLEDGEVILLE, GEORGIA 31061
GA. REG. NO. 1759 PHONE: 478-414-1241



REFERENCE:
PLAT BOOK 2 PAGE 11
PLAT BOOK 34 PAGE 136
PLAT BOOK 35 PAGE 96
DEED BOOK 897 PAGE 540

ACREAGE SUMMARY:	
PARCEL "1-A"	102.328 AC.
PARCEL "1-B"	18.254 AC.
TOTAL ACREAGE	120.582 AC.

NOTES:

- THE BEARING DATUM WAS ESTABLISHED FROM PLAT OF REFERENCE (PLAT BOOK 35 PAGE 96).
- THE LAND LOT LINES ARE SHOWN IN APPROXIMATE LOCATION AS TAKEN FROM COUNTY RECORDS.
- DISTANCES SHOWN ALONG CURVES ARE ARC DISTANCES.
- THE PROPERTY AS SHOWN ON THIS PLAT IS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP (FIRM) COMMUNITY-PANEL NUMBER: 130540 0250 C (MAP NUMBER 13237C0250C) EFFECTIVE DATE SEPTEMBER 26, 2008. THE PROPERTY IS NOT LOCATED IN A FEDERALLY DESIGNATED FLOOD PLAIN.
- THE RIGHTS-OF-WAY OF NAPIER DRIVE SW AND PHILLIPS ROAD ARE SHOWN AS A USAGE RIGHT-WAY AND WAS ESTABLISHED USING THE CENTERLINE OF THE EXISTING PAVEMENT, PLATS AND IRON PINS FOUND AS SHOWN AND NOTED ON PLAT.
- THIS PROPERTY DIVISION SURVEY WAS PREPARED FROM AN EARLIER BOUNDARY SURVEY OF THIS PROPERTY AND A PLAT DATED AUGUST 23, 2018 AND RECORDED IN PLAT BOOK 35 PAGE 96 OF THE CLERK'S OFFICE OF THE PUTNAM SUPERIOR COURT.

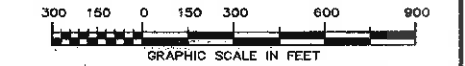
SUBJECT
7.85 AC

"TRACT 1-B"
18.254 AC.

"TRACT 1-A"
102.328 AC.

LEGEND:

- 1/2" IRON PIN FOUND
- 1/2" IRON PIN SET
- PROPERTY LINE
- CENTERLINE
- POWER LINE
- CHAIN LINK FENCE
- FENCE
- LAND LOT LINE
- UNDERGROUND POWER LINE
- ORIGINAL LOT LINE
- CONCRETE RIGHT-OF-WAY
- MONUMENT FOUND
- PP - POWER POLE
- LP - LIGHT POLE
- FFE - FINISH FLOOR ELEVATION
- GW - GUY WIRE



Item Attachment Documents:

- 5. Request by Thomas Price to rezone 5.5 acres at 242 Bluegill Road from AG-1 to R-2 [Map 083, part of Parcel 003, District 4] (staff-P&D)

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 before the meeting at 706-485-2776 to allow the County to make reasonable accommodations for those persons.

Item #5.

Request by **Thomas Price** to rezone 5.5 acres at 242 Bluegill Road from AG-1 to R-2 [Map 083, part of Parcel 003, District 4].

PLANNING & DEVELOPMENT-LISA JACKSON STAFF RECOMMENDATION:

The applicant is requesting to rezone 5.5 acres from AG-1 to R-2 to cut out two 1.1-acre tracts to place two separate dwellings on the property. The minimum lot size in AG-1 is 20 acres. In order to cut out the two smaller portions, they must be rezoned. The tracts must be a minimum of 1.1 acres to meet the requirements as stated in Section 66-34 (1) of the Putnam County Code of Ordinances for an off-lake lot with an individual well and septic system. The rezoning to R-2 will not cause any excessive or burdensome use of public facilities or services and will promote a reasonable balance between the promotion of the public health, safety and reasonable use of the subject property. The proposed residential use is consistent with the stated purpose of the AG-2 District and will not adversely affect the existing use, value or usability of adjacent or nearby properties.

Staff recommendation is for approval to rezone 5.5 acres at 242 Bluegill Road from AG-1 to R-2 with the following condition: (1) 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.

PLANNING & ZONING COMMISSION RECOMMENDATION:

Planning & Zoning Commission’s recommendation is for approval to rezone 5.5 acres at 242 Bluegill Road from AG-1 to R-2 with the following condition: (1) 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.

PLANNING & ZONING COMMISSION MINUTES:

Tuesday, July 2, 2019

The Putnam County Planning & Zoning Commission conducted a public hearing on Tuesday, July 2, 2019 at 6:30 PM in the Putnam County Administration Building, 117 Putnam Drive, Room 203, Eatonton, Georgia.

Present: James Marshall, Jr., Martha Farley, Tim Pierson, Joel Hardie
Staff Present: Lisa Jackson, Courtney Andrews and Jonathan Gladden

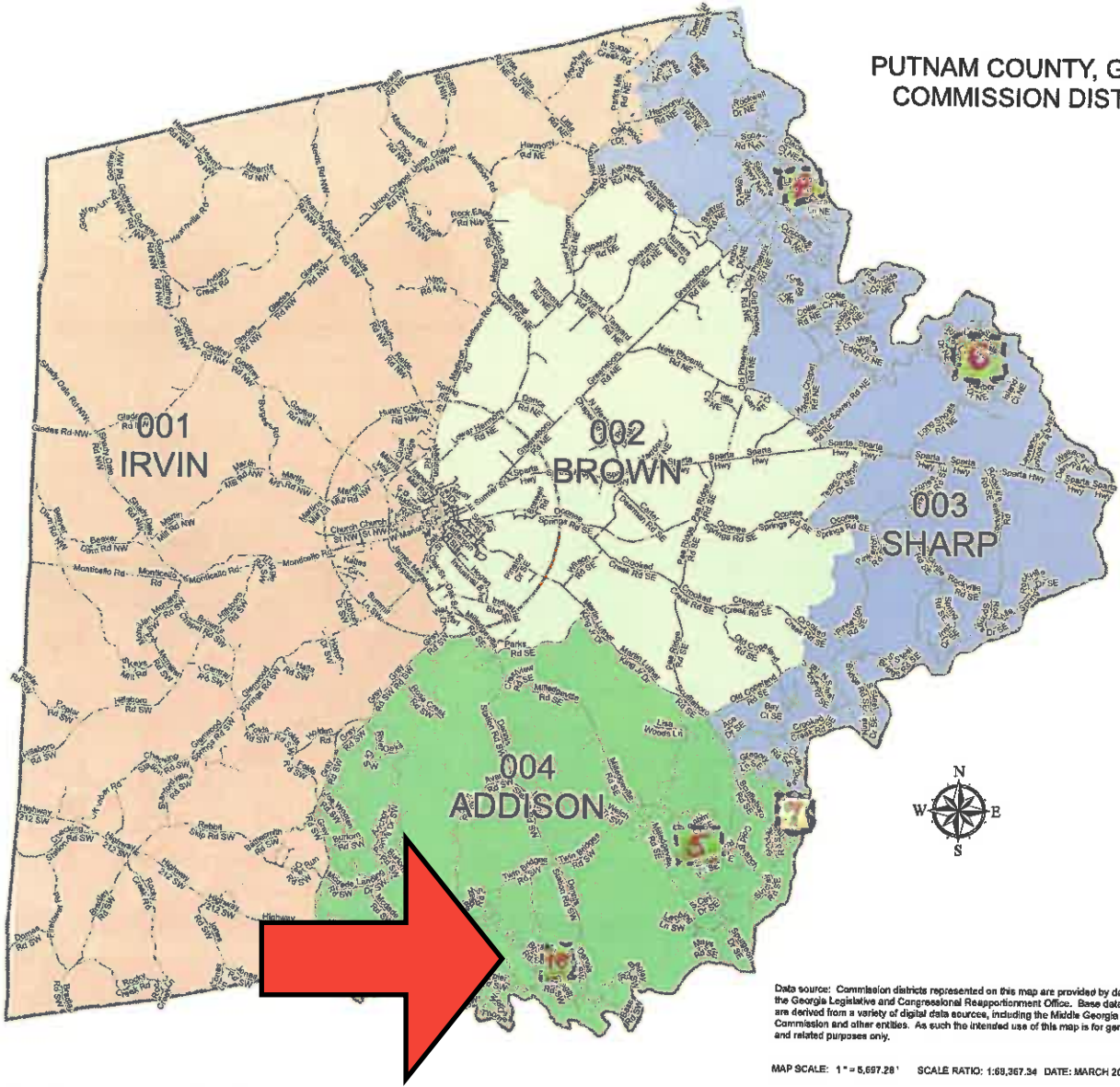
Request by Thomas Price to rezone 5.5 acres at 242 Bluegill Road from AG-1 to R-2. [Map 083, Parcel 003, District 4]. * Mr. Thomas Price represented this request. Mr. Price stated that he has 5.5 acres that he wants to rezone from AG-1 to R-2 so that he can split it and give his sons each one acre to put a house on. No one spoke in opposition of this request.

Staff recommendation is for approval to rezone 5.5 acres at 242 Bluegill Road from AG-1 to R-2 with the following condition: (1) 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.

Motion to approve the request by Thomas Price to rezone 5.5 acres at 242 Bluegill Road from AG-1 to R-2 with the following condition: (1) 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.

**Motion made by Member Hardie, Seconded by Member Pierson
Voting Yea: Chairman Marshall, Member Farley, Member Pierson, Member Hardie**

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: 1:68,367.34 DATE: MARCH 2016

5. Request by **R. Greg Waddell**, agent for **Kerry & Laura Murphy** for a rear yard setback variance at 109 Willow Cove. Presently zoned R-1. [Map 087B, Parcel 077, District 4].
6. Request by **Jody Harper**, agent for **John & Lisa Threlkeld** for a front and side yard setback variance at 129 Forest Ridge Circle. Presently zoned R-1R. [Map 122A, Parcel 030, District 3].
7. Request by **Russell W. Wall**, agent for **Benjamin R. Griffith** for a rear yard setback variance at 212 Twisting Hill Road. Presently zoned R-2. [Map 111C, Parcel 024, District 4].
8. Request by **Lauren K. Sprayberry** for a rear yard setback variance at 1054 Lake Oconee Parkway. Presently zoned C-1. [Map 102D, Parcel 133, District 3].
9. Request by **Robert T. Attaway III** to rezone 7.85 acres at 205 Napier Drive from AG-1 to AG-2. [Map 055A, Parcel 055, District 4]. *
10. Request by **Thomas Price** to rezone 5.5 acres at 100 Bluegill Road from AG-1 to R-2. [Map 083, part of Parcel 003, District 4]. *

Item #5.



PUTNAM COUNTY PLANNING & DEVELOPMENT

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

APPLICATION FOR REZONING

APPLICATION NO 2019-00628 DATE: 4-19-19

MAP 083 PARCEL 003

- 1. Name of Applicant: Thomas Price
- 2. Mailing Address: 242 Bluegill Rd Eatonton, GA 31024
- 3. Phone: (home) 706-485-3003 (office) _____ (cell) 706-816-4040
- 4. The location of the subject property, including street number, if any: 242 Bluegill Rd Eatonton, Ga 31024

5. The area of land proposed to be rezoned (stated in square feet if less than one acre):
ATA 5.5

6. The proposed zoning district desired: R-2 ga

7. The purpose of this rezoning is (Attach Letter of Intent)
letter attached

8. Present use of property: my dwelling Desired use of property: Children's dwelling

9. Existing zoning district classification of the property and adjacent properties:
Existing: A-1 ga
North: A-1 ga South: R-2 ga East: R-2 ga West: R-2 ga

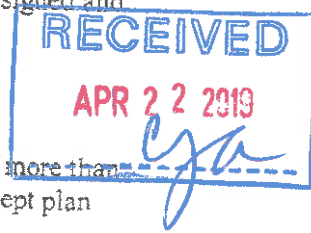
10. Copy of warranty deed for proof of ownership and if not owned by applicant, please attach a signed and notarized letter of agency from each property owner for all property sought to be rezoned.

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

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

13. A detailed description of existing land uses: Residential

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



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

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

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

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

19. Concept plan. If the application is for less than 25 single-family residential lots, a concept plan need not be submitted. (See attachment.)

20. Impact analysis. If the application is for less than 25 single-family residential lots, an impact analysis need not be submitted. (See attachment.)

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

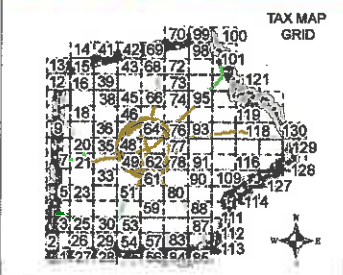
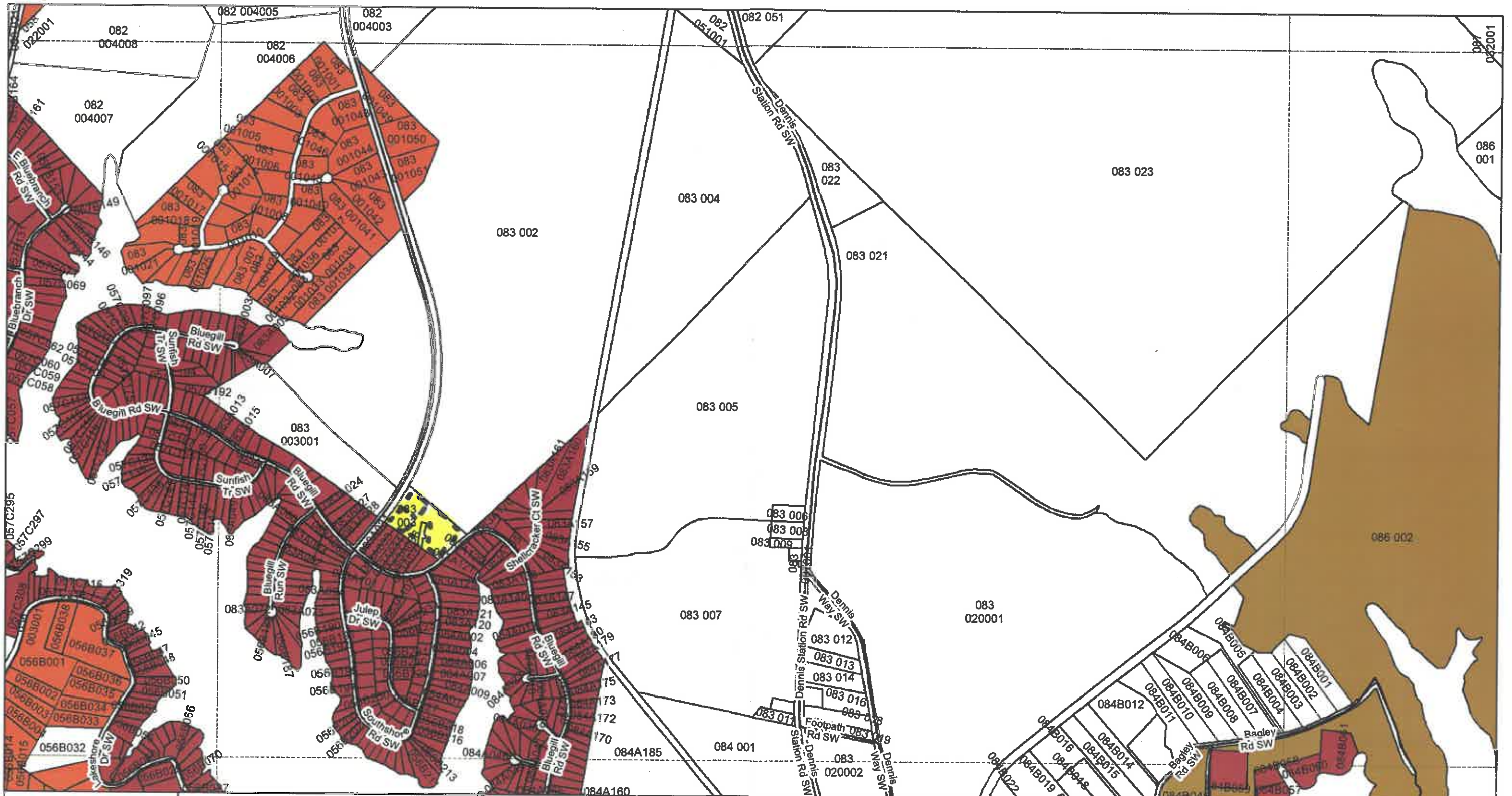
Signature (Property Owner) _____ (Date) 4/19/19
Notary Public _____
Putnam County, GA

Signature (Applicant) _____ (Date) 4/19/19
Notary Public _____
Putnam County, GA

Office Use	
Paid: \$ <u>250⁰⁰</u> (cash) _____ (check) <u>150</u> (credit card) _____	
Receipt No. <u>632508</u>	Date Paid: <u>4-22-19</u>
Date Application Received: <u>4-22-19</u>	
Reviewed for completeness by: _____	
Submitted to TRC: _____	Return date: _____
Date of BOC hearing: _____	Date submitted to newspaper: _____
Date sign posted on property: _____	Picture attached: yes _____ no _____

Item #5.

RECEIVED
APR 22 2019
CJA



- Eatonton Limits
- County Boundary
- Roads
- Parcels
- Parcel_Hooks

Zoning					
No Code	AG-1	AG-1 CITY	C-1	C-1 CITY	C-2
IND-2 CITY	MHP	PUBLIC	IND-1 CITY	IND-2	PUBLIC CITY
R-1	R-1 CITY	R-2	R-2 CITY	R-1R	R-3 CITY
RM-2	RM-3	VILLAGE	R-4 CITY	RM-1	

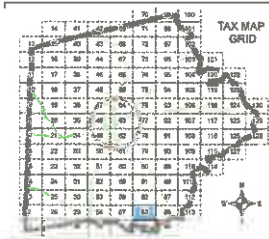
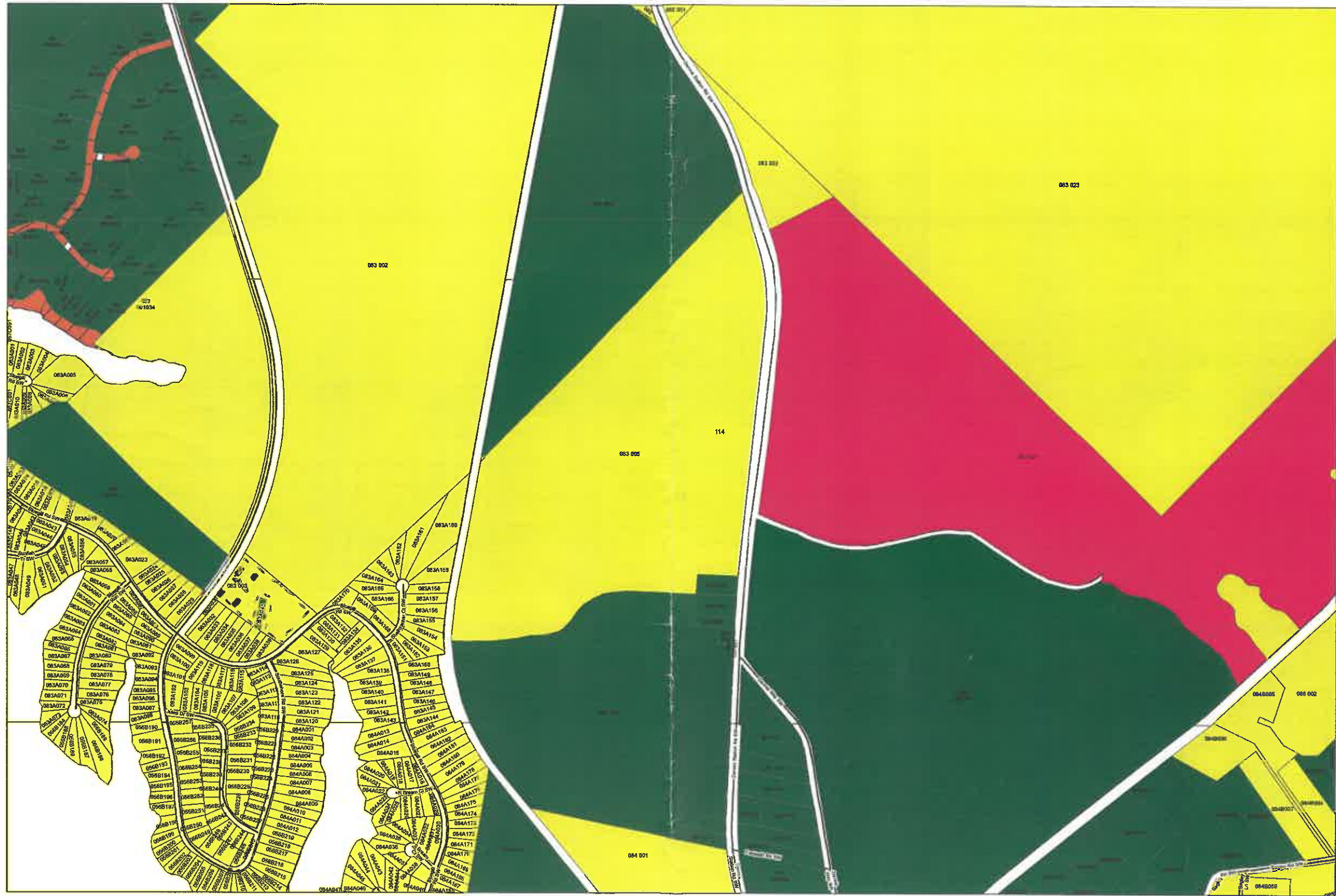
Item #5.

MGRC
IT GIS Services
Middle Georgia Regional Commission
175 Emory Hwy
Suite C
Macon, Georgia 31217
(478) 751-6100
(478) 751-4517
Web: www.middlegeorgiareg.com
Email: rg@mg-rc.org

**PUTNAM COUNTY, GEORGIA
ZONING MAPS**

MAP 083

MAP SCALE: 1" = 1,049.17' SCALE RATIO: 1:102,580 DATE: MAY 2019



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

GEOGRAPHIC FEATURE LEGEND

- Agriculture/Forestry
- Commercial
- Industrial
- Mixed Use
- Park/Recreation/Conservation
- Public/Institutional
- Residential
- Transportation/Communication/Utilities
- Undeveloped/Vacant

MGRC
IT GIS Services
Middle Georgia Regional Commission
175 Emory Hwy
Columbus, Georgia 31917
(478) 791-8700
(478) 791-8517
Web: www.mgrc.org
Email: mgrc@mgrc.org

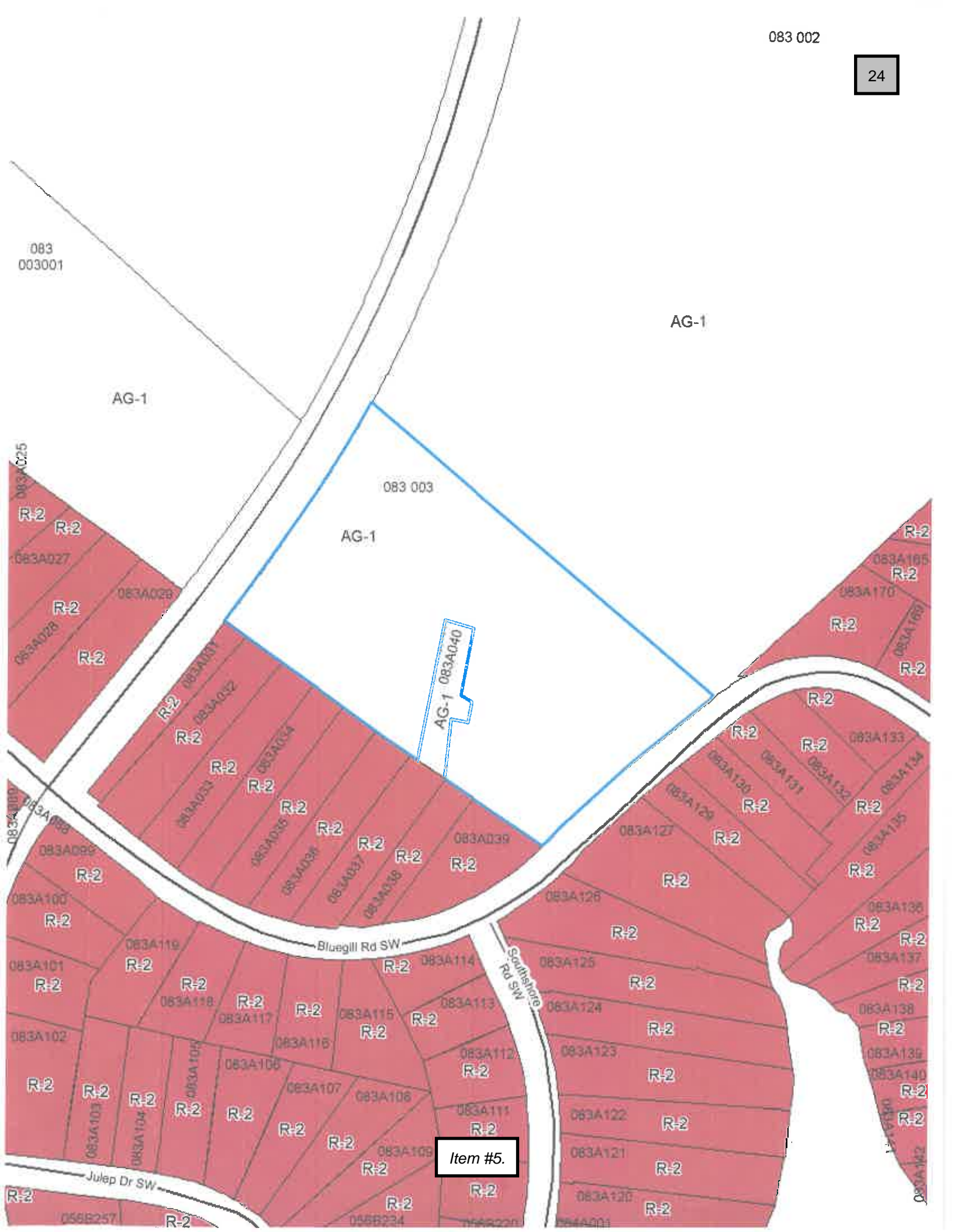
**PUTNAM COUNTY, GEORGIA
FUTURE LAND USE MAPS**



MAP 083

MAP SCALE: 1" = 400' SCALE RATIO: 1:4,800 DATE: MAY 2018

Item #5.



Item #5.

Letter of Intent
In Support of Request for rezoning

April 19, 2019

To Putnam County Planning & Development:

This request is for the rezoning of my current dwelling located at 242 Bluegill Rd Eatonton, Ga. The intention of rezoning my property is to allow each of my 2 children to place a manufactured home on 1.1 acres each of the 5.5 acres that I own. The current zoning of my property is AG-1 and would need to be rezoned to R-2 to permit 2 additional dwellings on the property. This proposed project would be an improvement to the neighborhood and result in an overall increase in the property's value and tax base created by the improvement.

Thank you for your consideration.

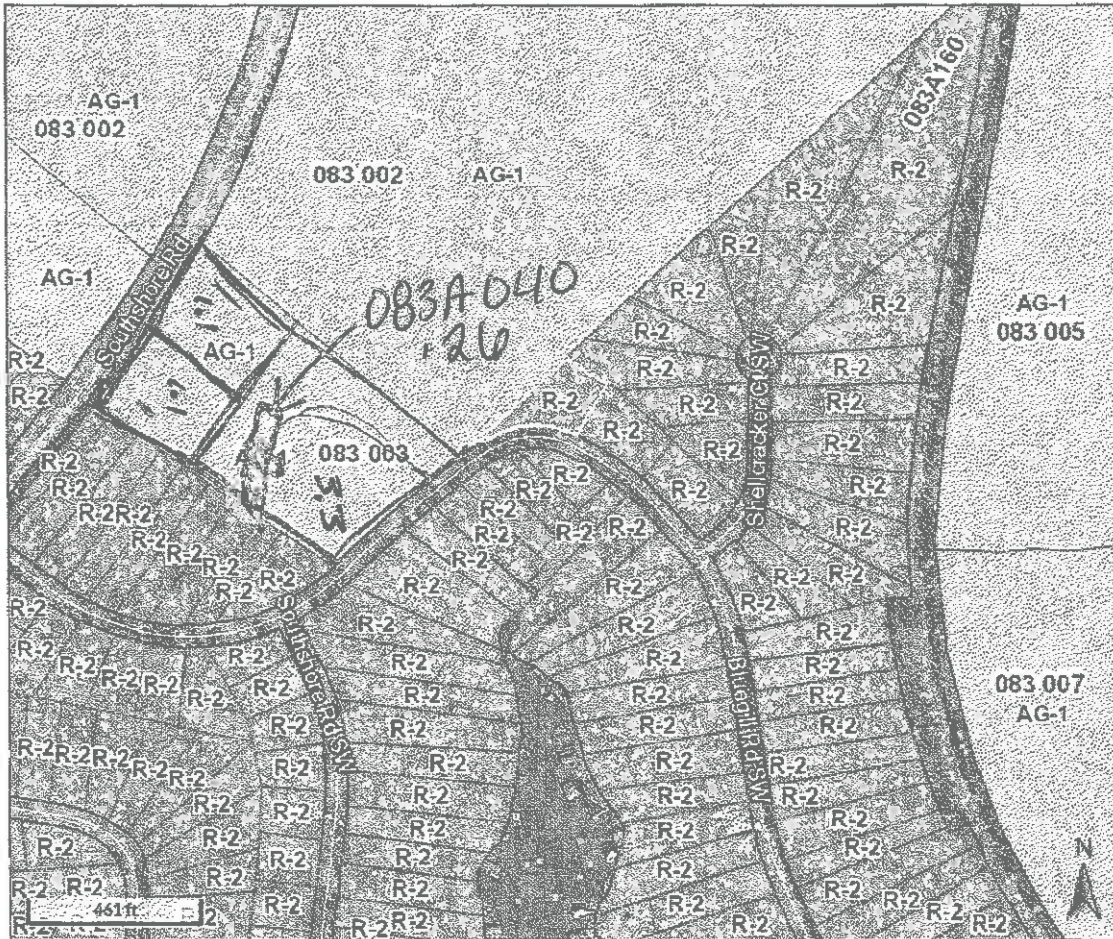
Respectfully submitted,



Thomas Price

Item #5.





Overview

Legend

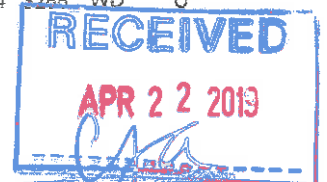
- City Limit
- Parcels
- Parcel Numbers
- Zoning**
- A-1 CITY
- A-1 and AG-1
- AG-1
- AG-2
- C-1
- C-1 CITY
- C-2
- C-2 CITY
- C-2 PUD
- I-1 CITY
- I-2 CITY
- I-M
- MHP
- PUBLIC
- PUBLIC CITY
- R-1 CITY
- R-2 CITY
- R-3 CITY
- R-4 CITY
- R-1
- R-1R
- R-2
- RM-1
- RM-2
- RM-3
- VILLAGE
- Roads

Parcel ID 083A170
 Class Code Residential
 Taxing District PUTNAM
 PUTNAM
 Acres 0.85

Owner CHAKLOS JOHN JR & NANCY J
 120 S LEISURE LN
 MILLEDGEVILLE GA 31061
 Physical Address BLUEGILL RD
 Assessed Value Value \$7225
 Land Value Value \$7225
 Improvement Va

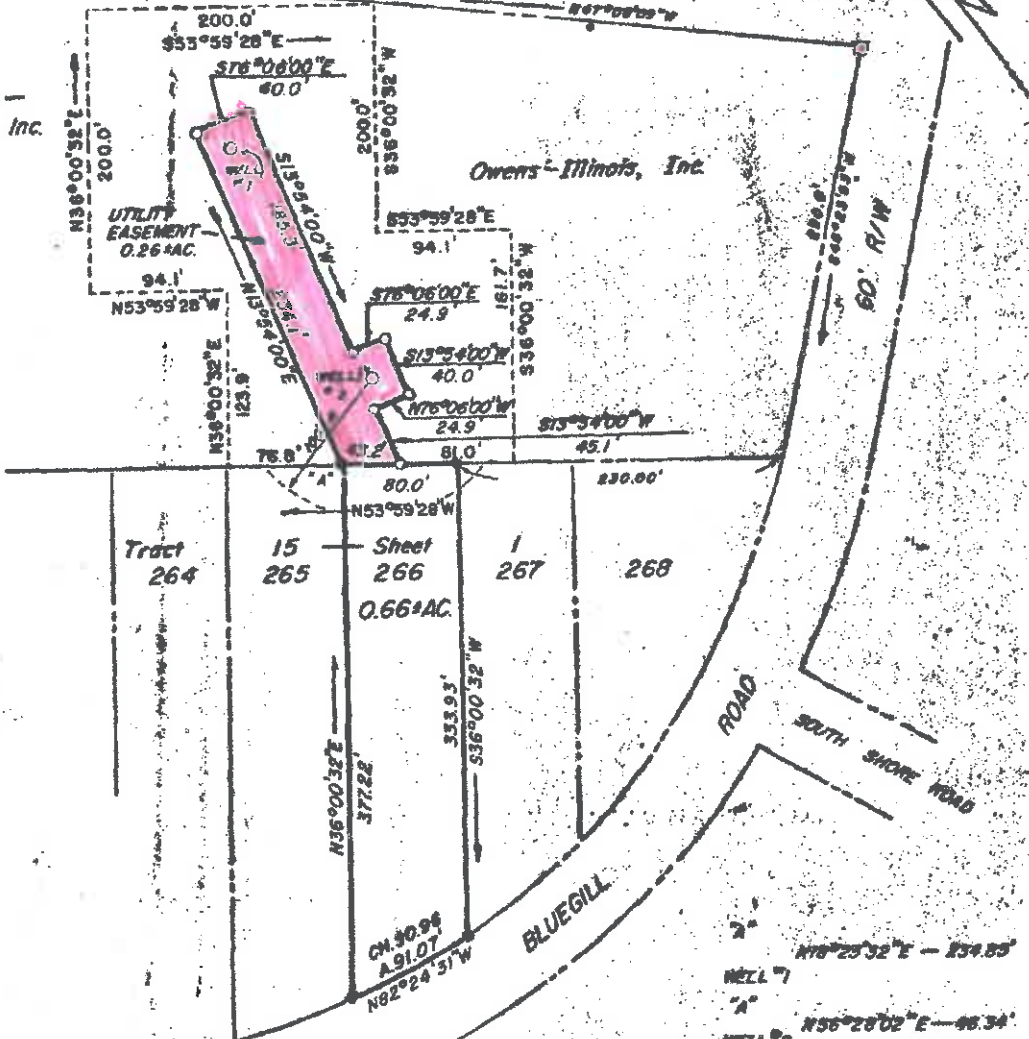
Last 2 Sales
 Date Price Reason Qual
 2/4/2014 \$686 T5 U
 9/12/1994 \$264 WD U

Item #5.



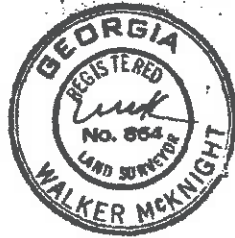
THIS MAP HAS BEEN PREPARED WITH BEARINGS CALCULATED FROM TURNED ANGLES AND WITH DISTANCES MADE BY HORIZONTAL MEASUREMENTS AND CALCULATED FOR CLOSURE BY LATITUDES AND DEPARTURES AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 10,000 FEET.

Owens - Illinois, Inc.



I CERTIFY THAT IN MY OPINION, THIS PLAT IS A CORRECT REPRESENTATION OF THE LAND PLATTED AND HAS BEEN PREPARED IN CONFORMITY WITH THE MINIMUM STANDARDS AND REQUIREMENTS OF THE GEORGIA PLAT LAW.

Walker McKnight
WALKER MCKNIGHT GEORGIA REG. SURVEYOR #664



- LEGEND**
- - CONCRETE MONUMENT
 - - IRON PIN FOUND
 - - IRON PIN SET
 - SANITARY RESTRICTION LINE

This plat is compiled from:
 Perimeter survey by Lieck Surveying Service, plat dated January 30, 1979
 Subdivision survey by Lieck Surveying Service, plat dated March, 1979
 Survey of well sites and utility easement by Walker McKnight Surveyors, Inc. as shown on this plat.

Notes:
 Septic tanks and tile fields shall not encroach on the Sanitary Restriction Line as shown on this plat for lots 265, 266, 267 and Owens - Illinois Inc. backyard surrounding utility easement.

COMPOSITE PLAT	
for	
Owens-Illinois Development Corporation	
PART OF TRACT 15 SHOWING WELLS 102 AND LOT 266	
312 G. M. D. PUTNAM COUNTY, GEORGIA	
SCALE -- 1" = 100'	DATE - MAY, 1979
WALKER MCKNIGHT SURVEYORS, INC. MILLEDGEVILLE, GEORGIA	

RECEIVED
 APR 22 2013
Cyber

Item #5.

TS/13/01 - W.S.

Item Attachment Documents:

- 6. Request by Jerry L. & Jo Beth Simons to rezone 4.90 acres at 391 Harmony Road from AG-1 to R-1 [Map 072, Parcel 020002, District 1] (staff-P&D)

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 before the meeting at 706-485-2776 to allow the County to make reasonable accommodations for those persons.

Item #6.

Request by **Jerry L. & Jo Beth Simons** to rezone 4.90 acres at 391 Harmony Road from AG-1 to R-1 [**Map 072, Parcel 020002, District 1**].

PLANNING & DEVELOPMENT-LISA JACKSON STAFF RECOMMENDATION:

The applicants are requesting to rezone 4.90 acres from AG-1 to R-1 in order to split the parcel into two pieces and place a residential home on each piece. This is a nonconforming AG-1 lot due to the minimum lot size requirement of AG-1 being 20 acres. The rezoning to R-1 will not cause any excessive or burdensome use of public facilities or services and will promote a reasonable balance between the promotion of the public health, safety and reasonable use of the subject property. The proposed residential use is consistent with the stated purpose of the R-1 District and will not adversely affect the existing use, value or usability of adjacent or nearby properties.

Staff recommendation is for approval to rezone 4.90 acres at 391 Harmony Road from AG-1 to R-1 with the following condition: (1) 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.

PLANNING & ZONING COMMISSION RECOMMENDATION:

Planning & Zoning Commission's recommendation is for approval to rezone 4.90 acres at 391 Harmony Road from AG-1 to R-1 with the following condition: (1) 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.

PLANNING & ZONING COMMISSION MINUTES:

Tuesday, July 9, 2019

The Putnam County Planning & Zoning Commission conducted a public hearing on Tuesday, July 9, 2019 at 6:30 PM in the Putnam County Administration Building, 117 Putnam Drive, Room 203, Eatonton, Georgia.

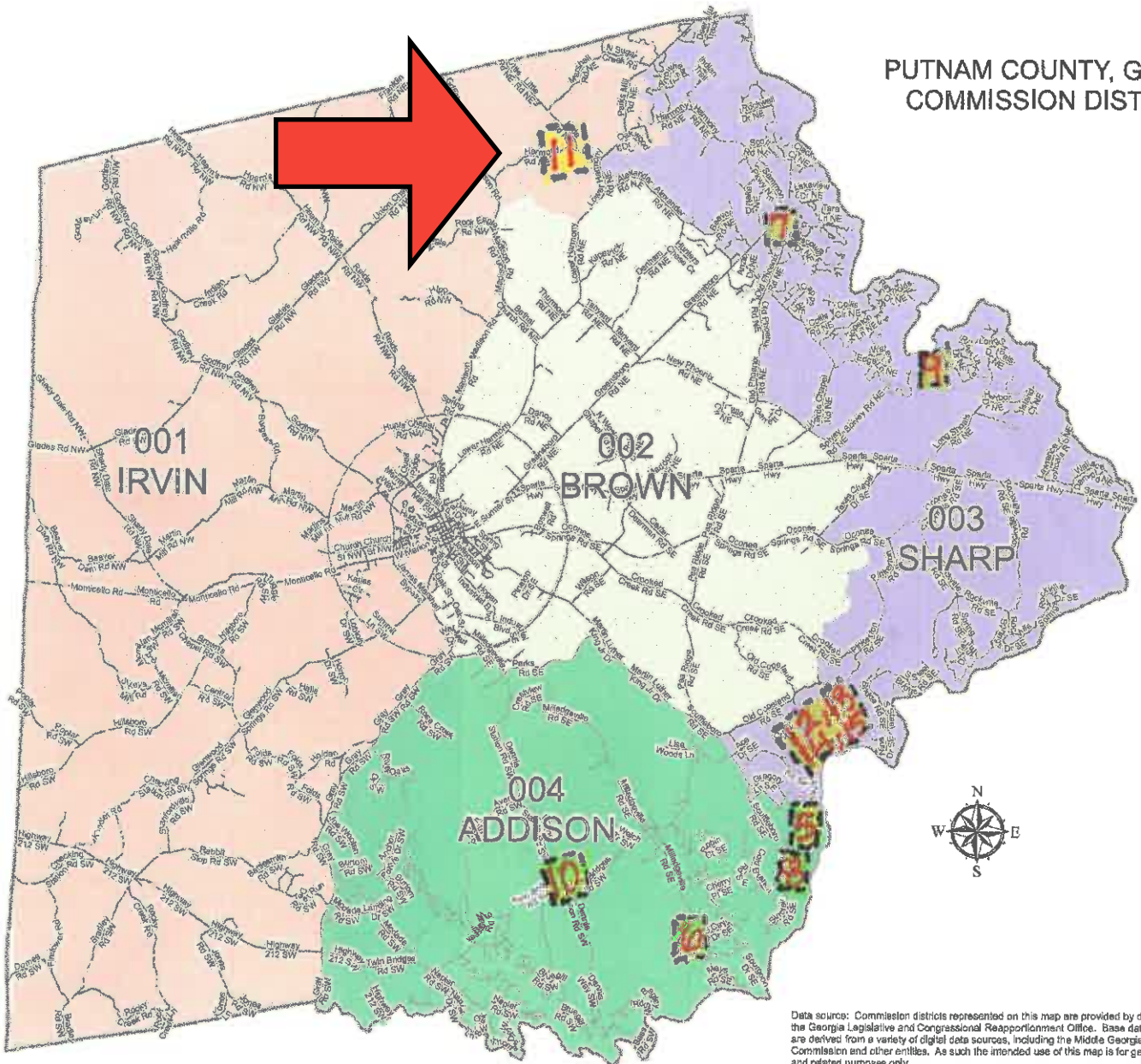
Present: James Marshall, Jr., Martha Farley, Tim Pierson, Joel Hardie
Staff Present: Lisa Jackson, Courtney Andrews and Jonathan Gladden

Request by Jerry L. & Jo Beth Simons to rezone 4.90 acres at 391 Harmony Road from AG-1 to R-1. [Map 072, Parcel 020002, District 1]. * Jeremy York represented this request. He stated that the applicants are his mother and father-in law. Mr. York added that they want to take this property, split it in two, and change the zoning from Ag-1 to R-1 to build two separate family homes on each parcel. No one spoke in opposition of this request.

Staff recommendation is for approval to rezone 4.90 acres at 391 Harmony Road from AG-1 to R-1 with the following condition: (1) 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.

Motion to approve the request by Jerry L. & Jo Beth Simons to rezone 4.90 acres at 391 Harmony Road from AG-1 to R-1 with the following condition: (1) 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.

**Motion made by Member Hardie, Seconded by Member Farley
Voting Yea: Chairman Marshall, Member Farley, Member Pierson, Member Hardie**

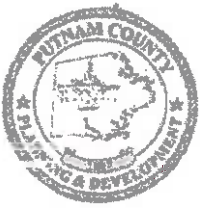


Data source: Commission districts represented on this map are provided by data from the Georgia Legislative and Congressional Reapportionment Office. Base data features are derived from a variety of digital data sources, including the Middle Georgia Regional Commission and other entities. As such the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

MAP SCALE: 1" = 6,667.28' SCALE RATIO: 1:88,367.34 DATE: JUNE 2019

5. Russell W. Wall, agent for Benjamin R. Griffith [Map 111C, Parcel 024, District 4].
6. Scott & Tanya Bailey [Map 086A, Parcel 046, District 4].
7. Susanne L. Marshall [Map 103D, Parcel 208, District 3].
8. Lana G. Harris [Map 112B, Parcel 069, District 4].
9. James & Sandra Moss [Map 119B, Parcel 035, District 3].
10. Maude Hicks, agent for Deborah & Michael Farkas [Map 058, Parcel 019001, District 4]. *
11. Jerry L. & Jo Beth Simons [Map 072, Parcel 020002, District 1]. *
12. James P. Key [Map 110D, Parcel 045, District 3]. *
13. James P. Key [Map 110D, Parcel 046, District 3]. *
14. James P. Key [Map 110D, Parcel 047, District 3]. *
15. James P. Key [Map 110D, Parcel 049, District 3]. *

Item #6.



PUTNAM COUNTY PLANNING & DEVELOPMENT

117 Putnam Drive, Suite B ♦ Eatonton, GA 31024

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

District

APPLICATION FOR REZONING

APPLICATION NO _____ DATE: 5-23-2019

MAP 072 PARCEL 020002

1. Name of Applicant: Jerry L. Simons + Jo Beth Simons

2. Mailing Address: 20 Overlook Drive, Covington, GA 30016

3. Phone: (home) _____ (office) _____ (cell) 678-549-4066

4. The location of the subject property, including street number, if any: 391 Harmony Road, Eatonton, GA 31024

5. The area of land proposed to be rezoned (stated in square feet if less than one acre): 4.90 acres

6. The proposed zoning district desired: R-1

7. The purpose of this rezoning is (Attach Letter of Intent) 2 residential homes

8. Present use of property: None Desired use of property: Residential

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

Existing: AG-1 KP
North: AG-1 KP South: AG-1 KP East: AG-1 KP West: AG-1 KP

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

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

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

13. A detailed description of existing land uses: 4.90 acres of wooded land

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

After Recording Return to:

J.V. Dell, P.C.
 1040 Founders Row, Suite B
 Greensboro, GA 30642
 C/m#: 3626-0001

**LIMITED WARRANTY DEED
 JOINT TENANTS WITH RIGHT OF SURVIVORSHIP**

STATE OF GEORGIA, GREENE COUNTY

THIS INDENTURE, made this 23rd day of May, 2019, between, **Gay Lankford**, as party or parties of the first part (hereinafter called "Grantor") and **Jerry L. Simons and Jo Beth Simons**, as joint tenants with right of survivorship and not as tenants in common, as party or parties of the second part (hereinafter called "Grantee").

WITNESSETH:

That the said Grantor, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the said Grantee, its successors and assigns, all the following described property, to-wit:

All that tract or parcel of land, lying and being in Land Lots 170, 203, and 295, 306th G.M.D., Putnam County, Georgia, containing 4.90 acres, more or less, together with any and all improvements thereon, and being more particularly described as "Parcel D" on that certain plat of survey prepared by James E. Smith, Jr, Registered Land Surveyor, dated August 31, 1998, recorded in Plat Book 26, Page 159, in the Office of the Clerk of Superior Court, Putnam County, Georgia, which said plat and the record thereof are hereby incorporated herein and made a part hereof by reference.

**Being known as 391 Harmony Road, Eatonton, GA 31024
 Deed Reference: Deed Book 890, Pages 240-248**

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantees, as joint tenants and not as tenants in common, for and during their joint lives, and upon the death of either of them, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion, and to the heirs and assigns of said survivor.

This conveyance is made pursuant to Official Code of Georgia Section 44-6-190, and it is the intention of the parties hereto to hereby create in Grantees a joint tenancy estate with right of survivorship and not as tenants in common.

Item #6.

KD



PUTNAM COUNTY PLANNING & DEVELOPMENT

117 Putnam Drive, Suite B ♦ Eatonton, GA 31024

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

DISCLOSURE OF APPLICANT'S CAMPAIGN CONTRIBUTION

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

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

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

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

1. Name: Jerry L. Simons

2. Address: 20 Overlook Dr.
Covington, GA 30016

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

Signature of Applicant: Jerry L. Simons

Date: 5-1-23-2019

REC'D MAY 23 '19

JP



PUTNAM COUNTY PLANNING & DEVELOPMENT

117 Putnam Drive, Suite B ♦ Eatonton, GA 31024

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

DISCLOSURE OF APPLICANT'S CAMPAIGN CONTRIBUTION

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

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

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

1. Name: Jo Beth Simons

2. Address: 20 Overlook Drive
Covington, GA 30016

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

Signature of Applicant: Jo Beth Simons

Date: 05 / 23 / 2019

REC'D MAY 20 '19

KP

Putnam County Planning and Development
117 Putnam Drive, Suite B
Eatonton, Ga 31024

To whom it may concern,

My husband, Jerry, and I are applying for rezoning of a parcel of land we purchased at 391 Harmony Road, Eatonton. It is currently zoned as AG-1 and we would like it rezoned to R-1.

We plan to build a primary residence on the property and we would like to be able to deed about 1-1/4 acre to our daughter for her primary residence as well. This is a 4.90 acre lot and there will be enough room for two separate driveways and there is sufficient road frontage. Her home will come in off of Harmony Road and ours will have the driveway on Harmony Church Road.

Thank you for your consideration.

Sincerely,

Jo Beth Simons



Item #6.

RCVD NOV 28 11 19

KP

Putnam County, Georgia
Real Estate Transfer Tax
Paid \$ 21.60
Date 6/9/17
Shirley E. Mandall
(Deputy) Clerk of Superior Court

PT61-117-2017-000714

PLEASE RETURN THIS DOCUMENT TO:

DAVID G. KOPP, P.C.
ATTORNEY AT LAW
P.O. BOX 187
GREENSBORO, GEORGIA 30642

STATE OF GEORGIA

COUNTY OF PUTNAM

WARRANTY DEED

THIS INDENTURE, made this the 6th day of June in the year of Our Lord Two Thousand Seventeen [2017], between LINDA TUGGLE LYNCH of the County of King George State of Virginia, as party of the first part (hereinafter called the "Grantor"); and GAY BANKFORD of the County of Putnam, State of Georgia, as party of the second part (hereinafter called the "Grantee") (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH:

That the said Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable considerations, in hand paid, at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, do grant, bargain, sell, and convey unto the said Grantee, the following described real property (together with any and all improvements thereon), to-wit:

REC'D MAY 23 13

KP

WARRANTY DEED

All that tract or parcel of land, lying and being in the Land Lots 170, 203 and 295, 306th G.M.D., Putnam County, Georgia, containing four and ninety/ hundredths (4.90) acres, more or less, together with any and all improvements thereon, and being more particularly described designated as "Parcel D" in a plat of survey by James E. Smith, Jr., RLS, entitled "Anna Lou Marshall Estate", dated August 31, 1998, and recorded in Plat Book 26, page 159 and in the office of the Clerk of the Superior Court of Putnam County, Georgia; and being bounded now or formerly as follows: on the northeast by the southwesterly right-of-way of "Harmony Road"; on the southeast and south by the northwesterly right-of-way of "Lower Harmony Road" and lands of Harmony Church; on the west by "Harmony Church Road"; and on the northwest by lands of Monty Marshall & Clifford O. Marshall, Jr. This is also the same tract or parcel of land described as "Parcel D" of "Tract 2" in a warranty deed from Linda Tuggle Lynch, as Administrator of the Estate of Anne Marshall Morris, to Linda Tuggle Lynch and Albert A. Lynch, Jr., dated January 7, 2008, and recorded in Deed Book 625, pages 691-692 in said Clerk's office. The deed and plat identified herein are incorporated herein by reference as if fully set out herein, for a more sufficient description of the tract or parcel of land herein conveyed.

Grantor Linda Tuggle Lynch by signature to this deed also certifies that she is the sole owner of the real property described above, Albert A. Lynch, Jr., now being deceased, and a certified copy of probate proceedings regarding his estate have been recorded in the office of the Clerk of the Superior Court of Putnam County, Georgia, to provide record of such probate and transfer of title to the real property described above, pursuant to such probate proceeding.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee, forever in **FEE SIMPLE**.

AND THE SAID Grantor, for her heirs and successors will warrant and forever defend the right and title to the above described property unto the said parties of the second part, the Grantees, as hereinabove provided, against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day

RECORDED MAY 23 '19

KP

WARRANTY DEED

and year above written.

Linda Tuggle Lynch [SEAL]
LINDA TUGGLE LYNCH
"Grantor"

Signed, sealed and delivered
in the presence of:

[Signature]
Unofficial Witness

[Signature]
Notary Public (Affix Seal)
My Commission Expires:

6th SMM
Subscribed and sworn to me in my presence,
this ~~10th~~ day of June, 2017 a
Notary Public in and for the Commonwealth
of Virginia in King George County
Ms. Linda Tuggle Lynch provided
My Commission expires 9/30/2019 a VA
Drivers license
as ID

RCVD MAY 23 13

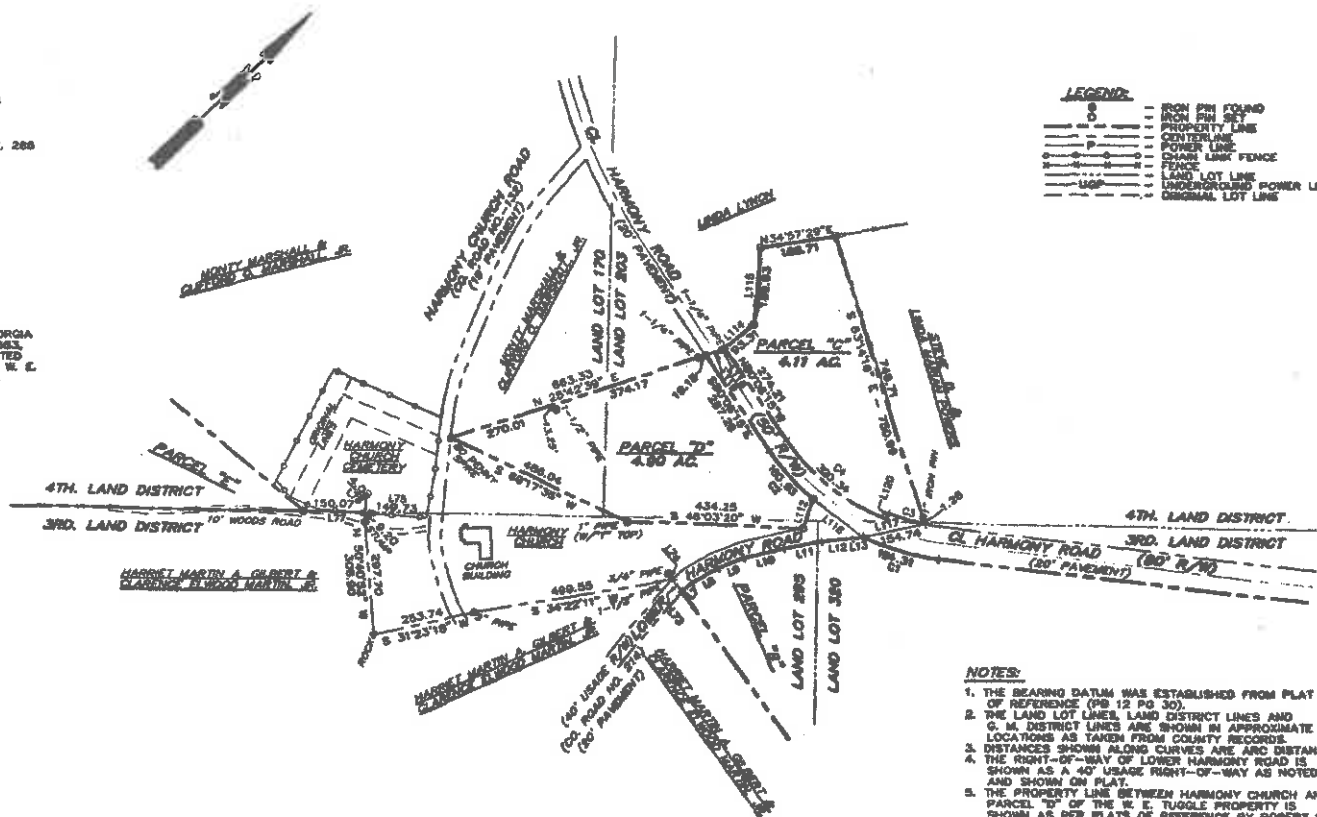
KP

REFERENCE:

- PLAT BOOK 1 PAGE 34, 116
- PLAT BOOK 2 PAGE 20
- PLAT BOOK 3 PAGE 250
- PLAT BOOK 4 PAGE 77, 238
- PLAT BOOK 5 PAGE 190
- PLAT BOOK 6 PAGE 171
- PLAT BOOK 12 PAGE 30
- PLAT BOOK 20 PAGE 22, 207, 288
- PLAT BOOK 21 PAGE 135
- DEED BOOK F PAGE 286
- DEED BOOK 3-D PAGE 297
- DEED BOOK 3-M PAGE 548
- DEED BOOK 3-M PAGE 251
- DEED BOOK 4-S PAGE 227
- DEED BOOK 28 PAGE 90
- DEED BOOK 78 PAGE 231
- DEED BOOK 110 PAGE 40
- DEED BOOK 182 PAGE 220, 222
- DEED BOOK 188 PAGE 20
- DEED BOOK 209 PAGE 48

CLERK'S OFFICE PUTNAM COUNTY SUPERIOR COURT.

PLATS BY ROBERT H. HARNELL, GEORGIA REGISTERED LAND SURVEYOR NO. 1883, FOR HARMONY BAPTIST CHURCH DATED NOVEMBER 16, 1984 AND FOR MRS. W. E. TUGGLE DATED NOVEMBER 16, 1984.



LEGEND:

- IRON PIN FOUND
- IRON PIN SET
- — — PROPERTY LINE
- — — CENTERLINE
- P — POWER LINE
- — — CHAIN LINK FENCE
- — — FENCE
- — — LAND LOT LINE
- — — UNDERGROUND POWER LINE
- — — ORIGINAL LOT LINE

NOTES:

1. THE BEARING DATUM WAS ESTABLISHED FROM PLAT OF REFERENCE (PB 12 PG 30).
2. THE LAND LOT LINE, LAND DISTRICT LINES AND G. M. DISTRICT LINES ARE SHOWN IN APPROXIMATE LOCATIONS AS TAKEN FROM COUNTY RECORDS.
3. DISTANCES SHOWN ALONG CURVES ARE ARC DISTANCES.
4. THE RIGHT-OF-WAY OF LOWER HARMONY ROAD IS SHOWN AS A 40' USAGE RIGHT-OF-WAY AS NOTED AND SHOWN ON PLAT.
5. THE PROPERTY LINE BETWEEN HARMONY CHURCH AND PARCEL 'D' OF THE W. E. TUGGLE PROPERTY IS SHOWN AS PER PLATS OF REFERENCE BY ROBERT H. HARNELL DATED NOVEMBER 16, 1984 AND IRON PINS AND IRON PIPES FOUND AS SHOWN AND NOTED ON THIS PLAT.
6. THE RIGHT-OF-WAY OF HARMONY ROAD IS SHOWN AS A 30' RIGHT-OF-WAY AND AN 80' RIGHT-OF-WAY AS ESTABLISHED FROM INFORMATION FURNISHED BY THE PUTNAM COUNTY BOARD OF COMMISSIONERS.

LINE	BEARING	DISTANCE
L7	N 00°01'58" W	34.12
L8	N 13°24'59" E	71.48
L9	N 22°36'38" E	70.98
L10	N 28°59'19" E	101.86
L11	N 32°53'59" E	94.40
L12	N 38°41'16" E	77.36
L13	N 40°22'11" E	26.82
L73	N 82°22'13" W	39.40
L74	N 84°29'38" W	18.89
L75	N 48°09'22" E	146.73
L76	N 73°21'03" E	4.08
L77	S 49°00'00" W	150.07
L112	S 27°36'06" E	78.19
L114	N 03°33'54" E	93.31
L115	N 41°34'28" W	189.63
L118	N 03°33'54" E	2.91
L117	N 31°28'14" E	184.74
L118	S 82°06'02" W	187.46
L119	N 25°44'28" E	48.89
L120	S 24°10'30" E	15.00

CURVE	DELTA	RADIUS	ARC	TANGENT	BEARING	CHORD
C1	18°28'31"	803.70	194.31	98.00	N 58°54'14" E	193.48
C2	18°38'47"	888.70	180.93	80.87	S 87°58'09" E	160.43
C3	10°13'44"	923.70	93.49	46.87	S 60°42'38" W	93.37
C4	34°04'18"	938.70	320.34	168.08	S 82°01'28" W	315.84


GEORGIA, PUTNAM COUNTY
CLERK OF SUPERIOR COURT
FILED & RECORDED 10-27-2000
TIME 9:45 AM
BY [Signature]
CLERK

Item #6.

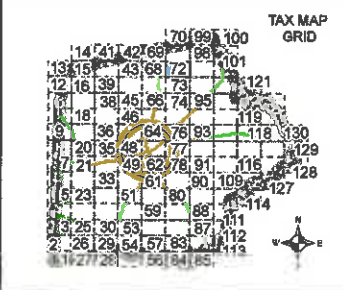
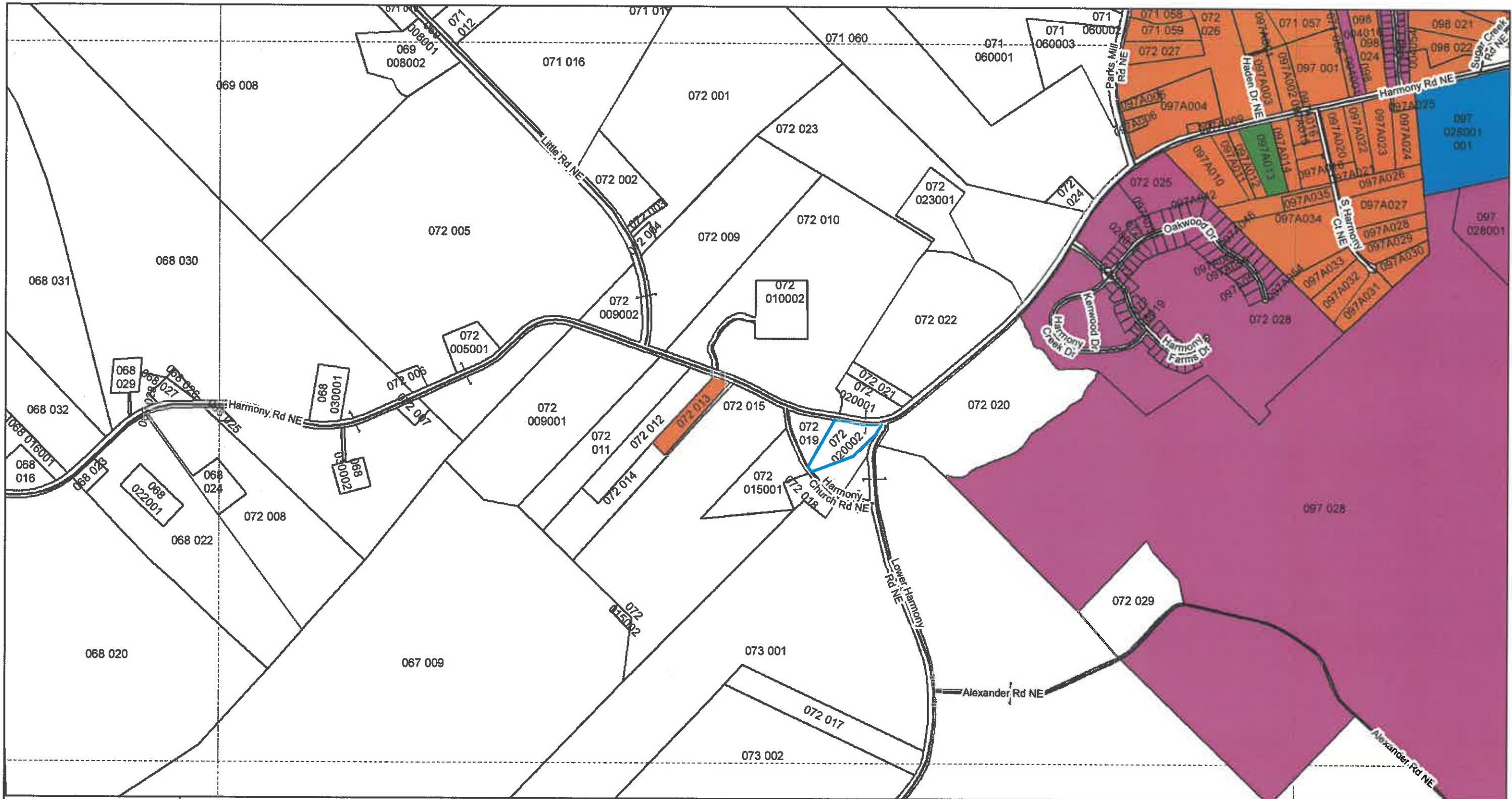
THE FIELD DATA UPON WHICH THIS MAP OR PLAT IS BASED HAD A CLOSURE PRECISION OF ONE FOOT IN 10,000 FEET AND AN ANGULAR ERROR OF 3 SECONDS PER ANGLE POINT, AND WAS ADJUSTED USING THE COARSE RULE. THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 42,000 FEET.

A LEICA TCM 1103 TOTAL STATION ON 418328 WAS USED TO OBTAIN THE LINEAR AND ANGULAR MEASUREMENTS. A LEICA TPS-DISTED 1000 PORMA MEMORY CARD WAS USED AS A DATA COLLECTOR TO COLLECT THE FIELD DATA.

I CERTIFY THAT IN MY OPINION, THIS PLAT IS A CORRECT REPRESENTATION OF THE LAND PLATTED AND HAS BEEN PREPARED IN CONFORMITY WITH THE GEORGIA STANDARDS AND REQUIREMENTS OF THE GEORGIA PLAT LAW.

DATES: SURVEY: 8-1-88 TO 8-29-88 PLAT: 8-31-88		BOUNDARY SURVEY FOR: ANNA LORA MARSHALL TUGGLE ESTATE	
FORMERLY PART OF PROPERTY OF W. E. TUGGLE PART OF LAND LOT 170 & 203-4TH. LAND DIST. PART OF LAND LOT 295-3RD. LAND DIST. 306TH. G. M. DISTRICT PUTNAM COUNTY, GEORGIA		Scale: 1" = 200.0' Date: August 31, 1998	
		JAMES E. (J.E.) SMITH, JR. 3018 NEWALL DRIVE MILLEDGEVILLE, GEORGIA 31061 PHONE: 912-452-1112	





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

GEOGRAPHIC FEATURE LEGEND					
No Code	AG-2	C-2 CITY	IND-2 CITY	R-1 CITY	R-1
AG-1	C-1	I-M	MHP	R-2 CITY	R-1R
AG-1 CITY	C-1 CITY	IND-1 CITY	PUBLIC	R-3 CITY	R-2
C-2	IND-2	PUBLIC CITY	R-4 CITY	RM-1	RM-2
				RM-3	VILLAGE

Item #6.

MGRC
IT GIS Services
Middle Georgia Regional Commission
175 Emory Hwy
Suite C
Macon, Georgia 31217
(478) 751-6180
(478) 751-6517
Web: www.middlegeorgiarc.org
Email: it@mgrc.org

PUTNAM COUNTY, GEORGIA
ZONING MAPS

MAP 072

MAP SCALE: 1" = 1,048.33' SCALE RATIO: 1:12,580 DATE: JUNE 2019

072 019

072
020001

072
020002

Harmony Rd NE

AG-1

AG-1

Lower Harmony
Rd NE

073 001

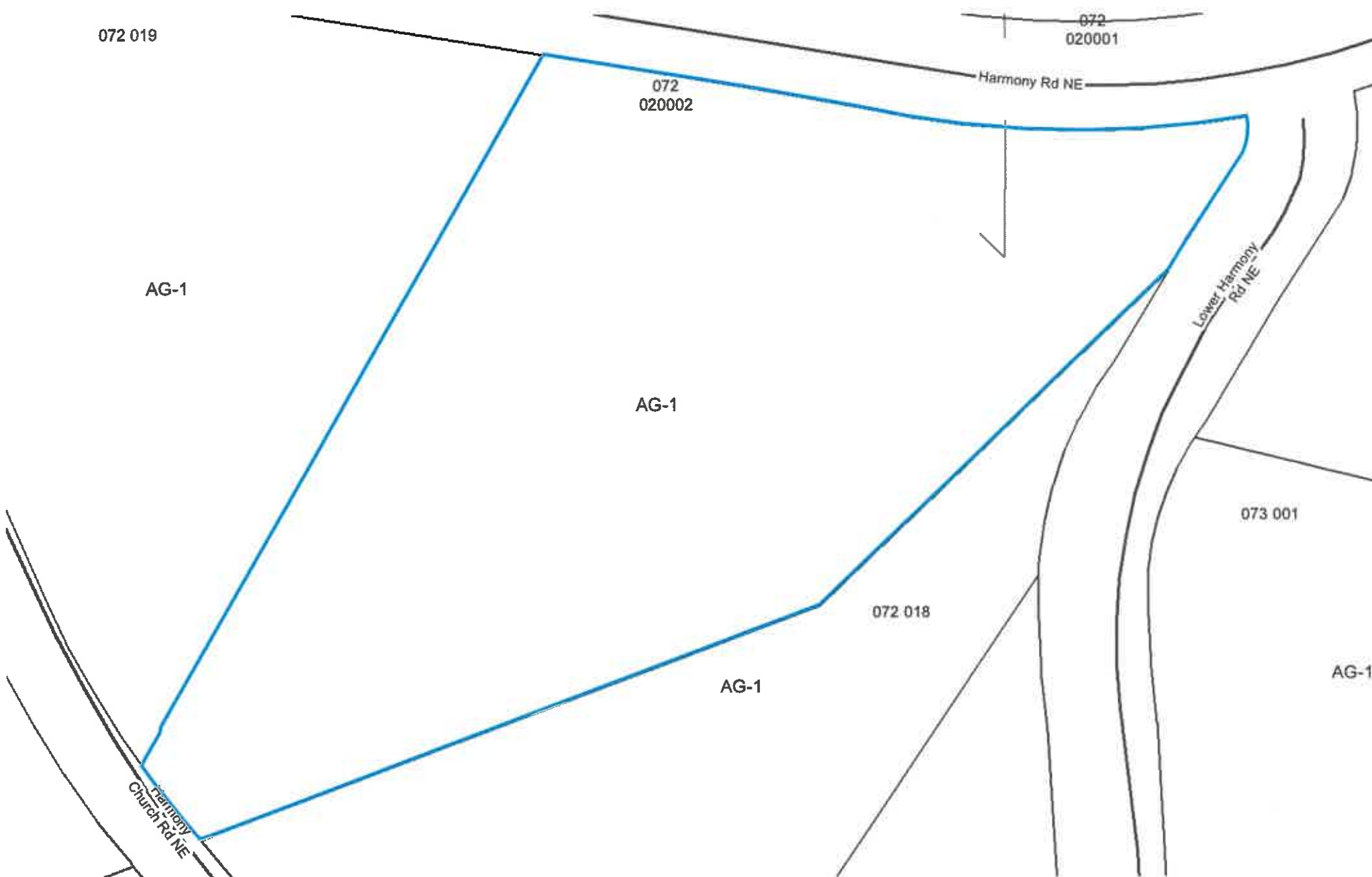
072 018

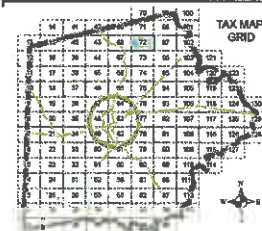
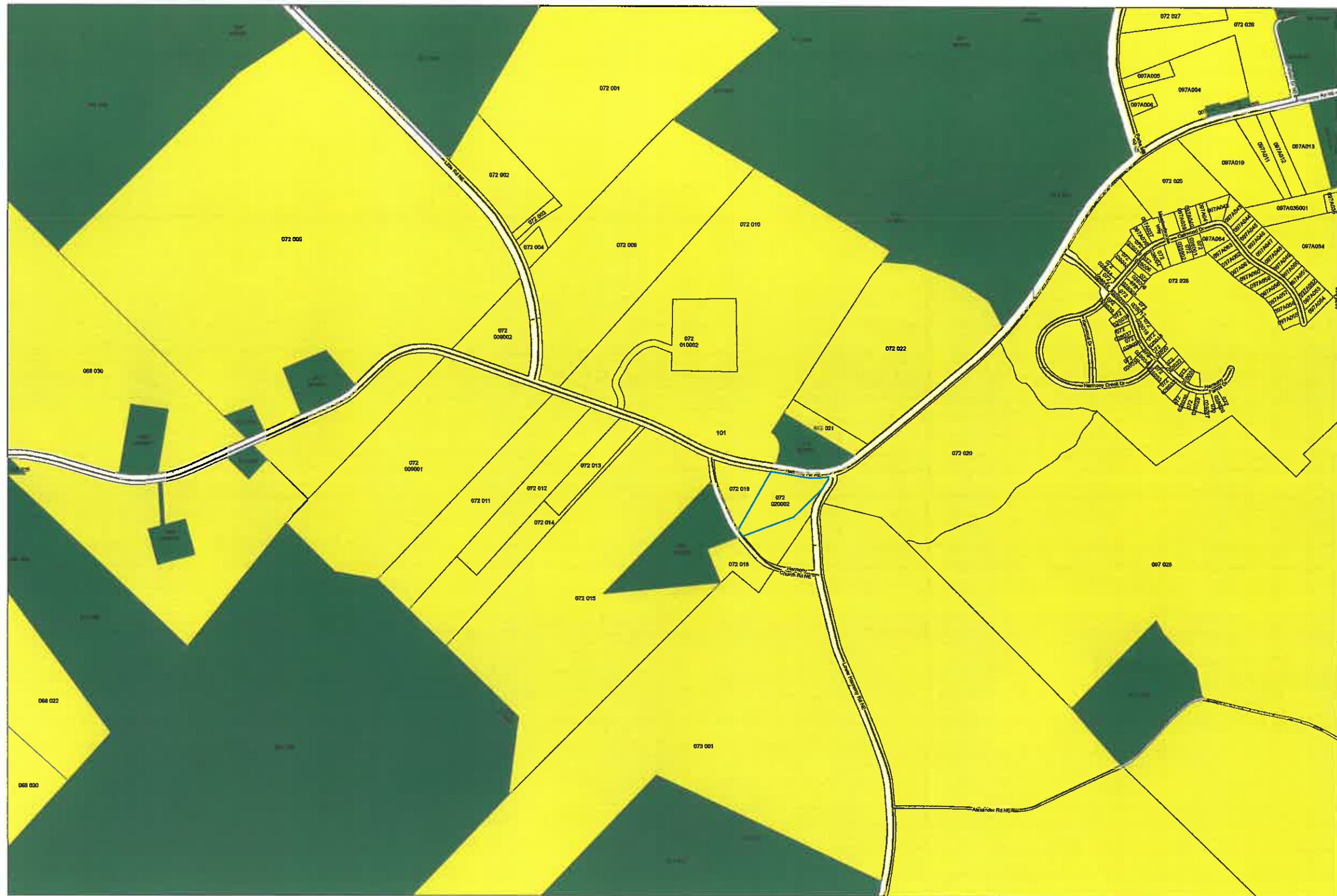
AG-1

AG-1

Harmony
Church Rd NE

Item #6.





- Eatonton Limits
- County Boundary
- Roads
- Parcels
- Parcel_Hooks

GEOGRAPHIC FEATURE LEGEND

- Agriculture/Forestry
- Commercial
- Industrial
- Mixed Use
- Park/Recreation/Conservation
- Public/Institutional
- Residential
- Transportation/Communication/Utilities
- Undeveloped/Vacant



Middle Georgia Regional Commission
 175 Ermye Hwy
 Suite C
 Macon, Georgia 31217
 (478) 751-6150
 (478) 751-8517
 Web: www.mgcr.com
 Email: mg@mgcr.com

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



MAP 072

MAP SCALE: 1" = 400' SCALE RATIO: 1:4,800 DATE: JUNE 2019

Item #6.

- 9. Consent Agenda
 - a. Approval of Minutes - July 5, 2019 Regular Meeting (staff-CC)
 - b. Approval of Minutes - July 5, 2019 Executive Session (staff-CC)
 - c. Authorization for Chairman to sign GDOT Agreement for Section 5311 - Transit Operating and Capital Assistance (staff-Transit)

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 before the meeting at 706-485-2776 to allow the County to make reasonable accommodations for those persons.

Item #9.

PUTNAM COUNTY BOARD OF COMMISSIONERS



117 Putnam Drive, Suite A ♦ Eatonton, GA 31024

Minutes

Friday, July 5, 2019 ♦ 9:00 AM

Putnam County Administration Building – Room 203

The Putnam County Board of Commissioners met on Friday, July 5, 2019 at approximately 9:00 AM 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
 Commissioner Trevor Addison

STAFF PRESENT

County Attorney Barry Fleming
 County Manager Paul Van Haute
 Deputy County Manager Lisa Jackson
 County Clerk Lynn Butterworth

Opening

1. Welcome - Call to Order

Chairman Webster called the meeting to order at approximately 9:00 a.m.

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

2. Invocation

County Attorney Fleming gave the invocation.

3. Pledge of Allegiance (KI)

Commissioner Irvin led the Pledge of Allegiance.

Item #9.

4. Special Presentations

a. Opioid Crisis - Henry Craig

Baldwin County Commissioner Henry Craig made a presentation on the Mental Health Crisis. (Copy of presentation made a part of the minutes on minute book pages _____ to _____.)

b. Departmental Presentation - Uncle Remus Golf Course

Golf Course Director Ricky Duvall gave a very informative update about the Uncle Remus Golf Course, describing it as a valuable asset to the county. He thanked the County Manager and other departments for their help and support.

Regular Business Meeting

5. Public Comments

None

6. Approval of Agenda

Motion to approve the Agenda.

Motion made by Commissioner Addison, Seconded by Commissioner Sharp.

Voting Yea: Commissioner Irvin, Commissioner Brown, Commissioner Sharp, Commissioner Addison

7. Consent Agenda

a. Approval of Minutes - June 18, 2019 Regular Meeting (staff-CC)

b. Approval of Lakeview Senior Gardens Final Plat Subdivision (staff-P&D)

c. Approval of Revised Title VI Plan for Putnam County Transit (staff-Transit)

Motion to approve the Consent Agenda

Motion made by Commissioner Addison, Seconded by Commissioner Irvin.

Voting Yea: Commissioner Irvin, Commissioner Brown, Commissioner Sharp,

Commissioner Addison

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

8. Authorization for Chairman to sign Revised Resolution Authorizing among other things the Issuance of the Sinclair Water Authority Revenue Refunding Bonds, Series 2019 Bonds (TA)

Motion to authorize the Chairman to sign the Revised Resolution Authorizing among other things the Issuance of the Sinclair Water Authority Revenue Refunding Bonds, Series 2019 Bonds as presented in the meeting packet.

Motion made by Commissioner Addison, Seconded by Commissioner Sharp.

Voting Yea: Commissioner Irvin, Commissioner Brown, Commissioner Sharp,

Commissioner Addison

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

9. Approval of Addendum to the Putnam County Personnel Manual (staff-HR)

CM explained two changes: overtime and retirement

Motion to approve the addendum to the Putnam County Personnel Manual.

Motion made by Commissioner Addison, Seconded by Commissioner Irvin.

Voting Yea: Commissioner Irvin, Commissioner Brown, Commissioner Sharp, Commissioner Addison

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

10. Recommendation for Appointment to the Hospital Authority - Post 5 (staff-CC)

Motion to recommend Tony Franklin, Nancy Chaklos, and David Owens for appointment to the Hospital Authority, Post 5.

Motion made by Commissioner Addison, Seconded by Commissioner Irvin.

Voting Yea: Commissioner Irvin, Commissioner Brown, Commissioner Sharp, Commissioner Addison

Reports/Announcements

11. County Manager Report

County Manager Van Haute reported the following:

- Oconee Springs Park had a busy 4th of July
- No agenda setting meeting necessary for the July 16th meeting

12. County Attorney Report

County Attorney Fleming advised that an Executive Session is needed.

13. Commissioner Announcements

Commissioner Irvin: none

Commissioner Brown: invited everyone to a Mothers Against Crime Gospel singing fundraiser on July 13th at the Putnam County Middle School

Commissioner Sharp: inquired about the pavilion at Oconee Springs Park

Commissioner Addison: none

Chairman Webster: none

14. Motion to enter Executive Session as allowed by O.C.G.A. 50-14-4, if necessary, for Personnel, Litigation, or Real Estate

Motion to enter Executive Session for Litigation.

Motion made by Commissioner Addison, Seconded by Commissioner Irvin.

Voting Yea: Commissioner Irvin, Commissioner Brown, Commissioner Sharp, Commissioner Addison

Meeting closed at approximately 9:57 a.m.

Item #9.

15. Motion to reopen meeting and execute Affidavit concerning the subject matter of the closed portion of the meeting

Motion to reopen meeting the meeting.

Motion made by Commissioner Addison, Seconded by Commissioner Irvin.

Voting Yea: Commissioner Irvin, Commissioner Brown, Commissioner Sharp, Commissioner Addison

Meeting reopened at approximately 10:34 a.m.

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

No action taken

Motion to execute the Affidavit concerning the subject matter of the closed portion of the meeting.

Motion made by Commissioner Addison, Seconded by Commissioner Sharp.

Voting Yea: Commissioner Irvin, Commissioner Brown, Commissioner Sharp,

Commissioner Addison

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

Closing

14. Adjournment

Motion to adjourn the meeting.

Motion made by Commissioner Sharp, Seconded by Commissioner Irvin.

Voting Yea: Commissioner Irvin, Commissioner Brown, Commissioner Sharp,

Commissioner Addison

Meeting adjourned at approximately 10:35 a.m.

ATTEST:

Lynn Butterworth
County Clerk

Billy Webster
Chairman

PUTNAM COUNTY BOARD OF COMMISSIONERS

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Office of the County Clerk
117 Putnam Drive, Suite A ♦ Eatonton, GA 31024
706-485-5826 (main office) ♦ 706-485-1877 (direct line) ♦ 706-923-2345 (fax)
lbutterworth@putnamcountyga.us ♦ www.putnamcountyga.us

The draft minutes of the July 5, 2019 Executive Session are available for Commissioner review in the Clerk's office.



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

July 3, 2019

The Honorable Billy Webster, Chairman
Putnam County Transit
117 Putnam Drive, Suite A
Eatonton, GA 31024

In Re: FTA 5311 – FY20 Operating
Project Number – T006374
Contract Amount- \$126,178.00

Dear Chairman Webster:

Enclosed for execution by Putnam County is an electronic contract for FY 2020 to assist with the operation of your public transit system under the FTA’s 5311 Rural Assistance Program. The project contains 50% federal operating funds in the amount of \$126,178.00 and a local match of 50% in the amount of \$126,178.00.

We have transitioned to an electronic contract execution process. All pages needing signatures have been flagged with the individual’s name to sign. However, instructions on how to complete the electronic contract have been attached for your convenience. Please refer to these instructions as needed to complete the electronic process. Please do not hesitate to contact any member of the contracts staff listed below if you have any questions.

In Process

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

If you have further questions, please do not hesitate to contact Toshiro Butler, Intermodal Contracts Manager, at (404) 631-1245, Tonya Fair, Contracts Specialist, at (404) 347-0536, or your District Project Manager, Kristy “Mellie” Pettit, at (478) 553-3410.

Sincerely,

Leigh Ann Trainer
Transit Program Manager

LAT:pd
Enclosures



ELECTRONIC CONTRACT PROCESSING INSTRUCTIONS

Transit Program Subrecipient Contracts – FY2020

Step 1

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

Step 2

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

NOTE: PLEASE REMEMBER TO CROP SIGNATURE WITH SEAL

Step 3

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

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

Step 4

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

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

AGREEMENT
FOR
SECTION 5311- TRANSIT OPERATING AND CAPITAL ASSISTANCE
BETWEEN
DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA
AND
PUTNAM COUNTY

PROJECT ID NUMBER: T006374

THIS AGREEMENT made and entered into this _____ day of _____, _____ by and between the DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, hereinafter called the "DEPARTMENT", and PUTNAM COUNTY, hereinafter called the "SPONSOR".

WHEREAS, 49 U.S.C. Section 5311, provides for transit operating, planning, and capital assistance for public transportation services to non-urbanized areas; and

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

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

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

WHEREAS, under Sections 32-9-1 and 32-9-2 of the Official Code of Georgia Annotated, the DEPARTMENT is authorized to participate in such an undertaking;

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

ARTICLE I
SCOPE AND PROCEDURE

Grants made under this agreement are for the purpose of (A) Operating Assistance and/or (B) Capital Projects as specified in the SPONSOR's Section 5311 Application, herein referred to as PROJECT APPLICATION, on file at the DEPARTMENT and incorporated by reference as if fully set out herein.

Item #9.

A. Operating Assistance

This Agreement covers the obligations of the DEPARTMENT and the SPONSOR in connection with FTA'S granting Section 5311 funds to the DEPARTMENT for operating assistance for public transportation in the PUTNAM COUNTY area, the terms and conditions of said funding as agreed to in the PROJECT APPLICATION

- a) The SPONSOR agrees to comply with all the terms and conditions required by FTA under the PROJECT APPLICATION.
- b) The SPONSOR shall use the funds provided by the DEPARTMENT to operate a public transportation service in the PUTNAM COUNTY area and the SPONSOR agrees to provide from local funding sources, excluding all available federal funds, funds to pay its local matching share of the cost of operating a public transportation service for the period of this Agreement.
- c) The SPONSOR agrees that it, or any operator of public transportation on its behalf, will not engage in school bus operations, exclusively for the transportation of students or school personnel, in competition with private school bus operators, except as provided under Section 3(g) of the Federal Transit Act, and published in FTA regulations on school bus operations.
- d) The SPONSOR agrees that it, or any operator of public transportation acting on its behalf, will not engage in charter bus operations outside the area within which it provides regularly scheduled public transportation services, except as provided under Section 3(f) of the Federal Transit Act, and published in FTA regulations on charter bus operations.
- e) The SPONSOR and any mass transportation operator under it will conform to the reporting system in FEDERAL ACQUISITION REGULATIONS, SUBPART 31.6.
- f) The SPONSOR will make all purchases of goods and services under this Agreement through FTA's Third-Party Contracting Requirements as set forth in FTA Circular 4220.1F dated March 18, 2013.
- g) The SPONSOR shall prohibit its employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain, for themselves or others, particularly, those with whom they have family, business, or other ties.
- h) The SPONSOR shall comply with all relevant Federal and State laws and regulations relating to the Section 5311 Program, as well as those regulations and requirements included in the Federal Office of Management and Budget Uniform Grant Guidance, 2 CFR Part 200, and any applicable provisions of the Hatch Act.
- i) The SPONSOR shall keep accurate records in a manner approved by the DEPARTMENT, and shall submit to the DEPARTMENT, upon request, such information as is required in order to assure compliance.

B. Capital Acquisitions

- a) Acquisition of Vehicles and Equipment

Item #9.

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

NOT APPLICABLE

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

3. The DEPARTMENT shall participate in the purchase by the SPONSOR of:

NOT APPLICABLE

Prior to the purchase of any goods, and/or service, the SPONSOR shall obtain prior approval from the DEPARTMENT for the amount and items purchased.

- b) The SPONSOR shall accept and retain ownership in lieu of title to said PROJECT and shall provide from local funding sources excluding all available federal funds, funds to pay its share of the PROJECT cost. The SPONSOR shall show the DEPARTMENT as first lienholder on the Title of Certificate for the duration of the life of any rolling stock or support vehicle.
- c) During the period of contract performance, the SPONSOR shall use the PROJECT rolling stock, support vehicle, goods, and/or service for the provisions of mass transportation service in the SPONSOR area. The mass transportation system under the terms of this Agreement shall be operated by the SPONSOR and shall serve area-wide transportation needs. The SPONSOR shall have full responsibility for the day-to-day management and operation of the system. The SPONSOR agrees to be responsible for all operating costs of the system.
- d) During the period of contract performance, the SPONSOR shall keep accurate records, in a manner approved by the DEPARTMENT, with regard to the use of the PROJECT rolling stock; and shall submit to the DEPARTMENT, upon request, such information as is required in order to assure compliance with this Article; and shall immediately notify the DEPARTMENT in all cases where PROJECT rolling stock is used in a manner or for a purpose other than mass transportation.
- e) During the period of contract performance, the SPONSOR shall maintain the PROJECT rolling stock, support vehicle, and goods at a level of cleanliness, safety and mechanical soundness as determined by the SPONSOR and approved by the DEPARTMENT. The DEPARTMENT and the FTA shall have the right to conduct periodic inspections for the purpose of confirming proper maintenance pursuant to this Article.
- f) The SPONSOR shall maintain, in amount and form approved by the DEPARTMENT, such comprehensive and collision insurance or self-insurance as will be adequate to replace or repair PROJECT equipment throughout the PROJECT equipment's useful life.
- g) During the period of contract performance, the SPONSOR agrees to provide each project vehicle with liability insurance in an amount not less than \$500,000 bodily injury per person, \$700,000 all bodily injuries, and \$50,000 property damage. Upon Item #9. the SPONSOR will provide a Certificate of

Insurance with Georgia Department of Transportation (GDOT) name as a Certificate Holder. The SPONSOR shall indemnify and hold harmless the DEPARTMENT from any and all damages, loss of injury, lawsuits, claims, demands or liens resulting from and performance of SPONSOR's employee, subcontractors, or third-party operators. The DEPARTMENT may request additional insurance and/or coverage as may be required.

- h) If at any time during the duration of the PROJECT equipment's useful life, it is determined by the DEPARTMENT that said PROJECT equipment is not being used or maintained in accordance with the terms of this Agreement or the SPONSOR is not keeping records as specified in paragraph (d) of this Article, then the DEPARTMENT, at its discretion, shall require the SPONSOR to either remit ownership of the equipment to the DEPARTMENT or shall remit to the DEPARTMENT ninety percent (90%) of the fair market value, if any, of such property. For the purpose of this Article, the fair market value shall be deemed to be the value of the property as determined by an appraisal, approved by the DEPARTMENT, conducted as soon after such misuse or withdrawal occurs or the actual proceeds from the public sale of such property, whichever is approved by the DEPARTMENT and FTA. The DEPARTMENT reserves the right to transfer ownership of the surrendered PROJECT equipment to another transportation service provider. Upon disposition of said property or properties by transfer, sale, or as otherwise directed by the DEPARTMENT in accordance with the procedures of the DEPARTMENT, the SPONSOR forfeits any invested interest in lieu of the costs of such disposition. Under no circumstances will the property be disposed of without the specific written consent of the DEPARTMENT.
- i) The SPONSOR shall not permit the use of the PROJECT equipment for political purposes.
- j) The SPONSOR shall not alter, modify or remove from the PROJECT equipment any part, component, or accessory without written consent from the DEPARTMENT.
- k) The SPONSOR will concur with the DEPARTMENT'S Transit Asset Management Group Plan (TAM) in order to keep transit assets in a state of good repair.

ARTICLE II

COVENANT AGAINST CONTINGENT FEES

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

Item #9.

ARTICLE III

EMPLOYMENT OF DEPARTMENT'S PERSONNEL

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

ARTICLE IV

CODE OF ETHICS

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

ARTICLE V

REVIEW OF WORK

A. Inspection of Vehicles, Equipment, and Sites of contract performance

Authorized representatives of the DEPARTMENT, the Inspector General of the United States, and the Secretary of Transportation may at all reasonable times inspect all vehicles, equipment, and sites of contract performance purchased by the SPONSOR as part of the PROJECT, all transportation services rendered by the SPONSOR by the use of such vehicles, and all relevant PROJECT data and records.

B. Inspection of Books, Records, and Accounts

The SPONSOR agrees to provide sufficient access to FTA and its SPONSORS to inspect and audit records and information related to performance of this contract as reasonably may be required.

The SPONSOR shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred by the SPONSOR in operating the SPONSOR'S Public Transportation Services and acquisition of Capital items and acquisition of Capital items shall *make* such material available at all reasonable times during the period of this Agreement, and for *three* (3) years from the date of the final payment under this Agreement, for the inspection by the DEPARTMENT and FTA, and copies shall *be* furnished if requested.

ARTICLE VI

AUTHORIZATION AND APPROVAL

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

ARTICLE VII

RESPONSIBILITY FOR CLAIMS AND LIABILITY

To the extent provided by law, the SPONSOR and its sub-recipients shall be responsible for any and all damages to property or persons and shall save harmless the DEPARTMENT, its officers, agents, and employees, from all suits, claims, actions, or damages of any nature whatsoever resulting from the negligence of the SPONSOR and its sub-recipients in the performance of work under this Agreement. Further, the SPONSOR and its sub-recipient agrees to hold harmless the DEPARTMENT from suits, claims, actions, or damages of any nature whatsoever by any person, firm, corporation, or governmental body resulting from any defective equipment or material purchased by the SPONSOR and its sub-recipients under this Agreement or from the installation and operation thereof or from operation of equipment and materials already owned by the SPONSOR and its sub-recipients.

ARTICLE VIII

COMPENSATION

A. Operating Assistance

- (1) It is understood and agreed that the total estimated eligible net Operating Assistance is the difference between eligible operating expenses and eligible revenues, as defined in FTA Circular 9040.1G for the provision of operating assistance as shown, if any, in EXHIBIT A- Section 1, as attached hereto and made a part of this Agreement as if fully set out herein, is TWO HUNDRED FIFTY-TWO THOUSAND THREE HUNDRED FIFTY-SIX and 00/100 Dollars (\$252,356.00). For the purposes of the DEPARTMENT'S participation in the costs by the SPONSOR, it is agreed that the DEPARTMENT'S maximum obligation for the SPONSOR'S operating assistance program shall be ONE HUNDRED TWENTY-SIX THOUSAND ONE HUNDRED SEVENTY-EIGHT and 00/100 Dollars (\$126,178.00), which includes the administrative and operating costs of Item #9., as established in EXHIBIT A- Section 1.

(2) If the total estimated eligible net project cost of the SPONSOR'S public transportation service for the operating period beginning **July 1, 2019 and ending June 30, 2020**, as reflected in the final audit, than TWO HUNDRED FIFTY-TWO THOUSAND THREE HUNDRED FIFTY-SIX and 00/100 Dollars (\$252,356.00), then the DEPARTMENT shall be required to pay only fifty percent (50%) of the total incurred direct administrative and operating costs.

(3) It is further understood and agreed that any line item Project Summary shown in PROJECT APPLICATION may be increased or decreased without the execution of a Supplemental Agreement, provided that the DEPARTMENT'S total maximum obligation under this agreement is not changed, if said change is requested in writing by the SPONSOR and approved in writing by the DEPARTMENT.

B. Capital Acquisitions

(1) It is understood and agreed that the total estimated eligible net Capital project cost is ZERO and 00/100 Dollars (\$0.00), as shown, if any, in EXHIBIT A-Section 2 and EXHIBIT A-Section 3, Budget, which is attached and incorporated as if fully set out herein. It is further understood the SPONSOR's local share of the project is ZERO and 00/100 Dollars (\$0.00). The DEPARTMENT'S participation in the acquisition cost of said improvements shall be ZERO and 00/100 Dollars (\$0.00), which includes the funding provided by FTA which is eighty percent (80%) of the total estimated cost of the PROJECT and funding provided directly by the DEPARTMENT, which is ten percent (10%). The DEPARTMENT shall be responsible for the purchase of or participate in the purchase of said improvements.

(2) The period of performance for eligible capital projects (VEHICLES ONLY) will begin **July 1, 2019 and end December 31, 2020**. The period of performance for eligible capital projects (SMALL CAPITAL ONLY) will begin **July 1, 2019 and end June 30, 2020**.

(3) It is further agreed that the DEPARTMENT'S obligation for the purchase of the aforementioned improvement shall not exceed the sum of ZERO and 00/100 Dollars (\$0.00). However, if the sum total of the actual cost in acquiring the improvements shall be less than ZERO and 00/100 Dollars (\$0.00), the DEPARTMENT shall be obligated to pay ninety percent (90%) of the actual cost.

C. Departmental Obligations

The DEPARTMENT'S maximum obligation, \$126,178.00, as set forth above is funded by the FTA and the State of Georgia. No entity of the State of Georgia other than the DEPARTMENT has any obligations to the SPONSOR related to this project. This agreement does not obligate the DEPARTMENT to make any payment to the SPONSOR from any funds other than those made available to the DEPARTMENT from the FTA. The obligation of the DEPARTMENT to pay or reimburse the SPONSOR is expressly limited to the amount of funds remitted to the DEPARTMENT by the FTA. Payments of invoices will be contingent upon the receipt of funds from the FTA, and therefore the DEPARTMENT does not make **Item #9.** commitment to the SPONSOR as to the timing of

when payment to the SPONSOR will be made. In the event the funds made available to the DEPARTMENT by the FTA are insufficient for the project, the DEPARTMENT's payment obligations shall not exceed the availability of such FTA funds, and the DEPARTMENT shall have the right at its sole discretion to terminate this agreement immediately upon notice to the SPONSOR without further obligation of the DEPARTMENT.

ARTICLE IX SUBSTANTIAL CHANGES

If, prior to the satisfactory completion of the PROJECT under this Agreement, the DEPARTMENT materially alters the scope, character, complexity or duration of the PROJECT from those required under the Agreement, a Supplemental Agreement may be executed between the parties. Minor changes in the work which do not involve increased compensation, extensions of time or changes in the goals and objectives of the work may be made by written notification of such change by either the DEPARTMENT or the SPONSOR with written approval by the other party.

ARTICLE X PAYMENTS

A. PARTIAL PAYMENT

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

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

Item #9.

B. FINAL PAYMENT AND PROJECT CLOSEOUT

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

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

C. APPROVAL OF SUBCONTRACTS

The DEPARTMENT reserves the right to review all subcontracts prepared in connection with the Agreement, and the SPONSOR agrees that it shall submit to the DEPARTMENT prepared estimates for the DEPARTMENT'S review and written concurrence in advance of their execution. All Contracts shall provide that subcontracts exceeding \$10,000.00 in cost shall contain all the required provisions of the prime Contract.

D. PROMPT PAYMENT OF SUBCONTRACTORS/DBEs

The SPONSOR agrees to pay each subcontractor or DBE Subcontractor (and extends to any second-tier contract) under this FTA Funded Agreement for satisfactory performance of its subcontract no later than thirty (30) days from receipt of each payment that the SPONSOR receives from the DEPARTMENT'S FTA funded transit program ("GDOT TRANSIT PROGRAM"). Any disputes that arise regarding payment to

any subcontractor after the satisfactory completion of work may be brought to the attention of the GDOT TRANSIT PROGRAM, who will make a determination whether there was good cause. Any delay of payment from the above-referenced time frame may occur only for good cause following written approval from the GDOT TRANSIT PROGRAM. This clause applies to both DBE and non-DBE subcontractors. Failure by the SPONSOR to carry out the requirements of prompt payment without just cause, is a material breach of this Agreement with the Georgia Department of Transportation and may result in the GDOT TRANSIT PROGRAM withholding payment from the SPONSOR until all delinquent payments have been made (no interest will be paid for the period that payment was withheld, when applicable), termination of this Agreement, or other such remedy as the GDOT TRANSIT PROGRAM deems appropriate. Additionally, the SPONSOR is discouraged from withholding retainage from subcontractors, but if done, any retainage payments should be made within 30 days of satisfactory completion.

ARTICLE XI
SUBCONTRACTING AND ASSIGNMENT

A. SUBCONTRACTING OF SERVICE

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

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

Unless otherwise authorized in writing by the DEPARTMENT, the SPONSOR shall not assign any portion of the work to be performed under this Agreement, or execute any Contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement without the prior written concurrence of the DEPARTMENT. The Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Recipient, SPONSOR or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

ARTICLE XII
CONTRACT DISPUTES

This Agreement shall be deemed to have been executed in Item #9. County, Georgia, and all questions of interpretation and construction shall be governed by the Laws of the State of Georgia. The DEPARTMENT

reserves the right to terminate the Contract at any time for just cause upon thirty (30) days written notice to

the SPONSOR notwithstanding any just claims by the SPONSOR for payment of services rendered prior to the date of termination.

ARTICLE XIII
TERMINATION FOR CAUSE AND FOR CONVENIENCE

The Department reserves the right to terminate this Agreement at any time upon thirty (30) days written notice to the SPONSOR notwithstanding any just claims by the SPONSOR. The Termination for cause and convenience shall extends to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

ARTICLE XIV
COMPLIANCE WITH APPLICABLE STATE LAWS

- A. The undersigned certify that the provisions of Sections 45-10-20 through 45-10-28 of the Official Code of Georgia Annotated, relating to Conflict of Interest, have been complied with in full.
- B. IT IS FURTHER AGREED that the SPONSOR shall comply and shall require its subcontractors and third-party operators to comply with requirements in GEORGIA DEPARTMENT OF TRANSPORTATION, EXHIBIT B, CERTIFICATION OF SPONSOR, COMPLIANCE WITH STATE AUDIT REQUIREMENT, attached hereto and made a part of this Agreement as if fully set out herein.
- C. IT IS FURTHER CERTIFIED that the provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "DRUG-FREE WORKPLACE Act" have been complied with in full, as stated in EXHIBIT C of this Agreement.
- D. IT IS FURTHER agreed that the SPONSOR shall comply with and require its consultants to comply with the requirements in GEORGIA DEPARTMENT OF TRANSPORTATION, EXHIBIT D, GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT.
- E. IT IS FURTHER AGREED that the SPONSOR shall comply and require its subcontractors to comply with the "SPECIAL PROVISION," requirements in accordance with Executive Order No. 13153, Federal Leadership on Reducing Text Messaging while Driving October 1, 2009, U.S.C.A. 402 note, <http://www.gpo.gov/fdsys/pkg/FR-2009-10-06/html/E9-24203.htm> and [DOT Order 3902.10](#) Text Messaging December 30, 2009 located at http://www.dot.gov/sites/dot.dev/files/doc/FAPL_2010-01.pdf incorporated by reference and made a part of this Agreement as if fully set out herein.
- F. The SPONSOR shall comply with the provisions of Section 16-10-6 of the Official Code of Georgia Annotated relating to elected officers of a political subdivision who sell any personal property to political subdivisions of there are officers.

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G. Pursuant to O.C.G.A. Sec. 50-5-85, SPONSOR hereby certifies that it is not currently engaged in, and agrees that for the duration of this contract, it will not engage in a boycott of Israel.

ARTICLE XV

COMPLIANCE WITH APPLICABLE FEDERAL TRANSIT ADMINISTRATION CLAUSES

- A. The SPONSOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project.
- B. SPONSOR shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the current Master Agreement between the purchaser and FTA, as they may be amended or promulgated from time to time during the term of the contract. SPONSOR's failure to comply shall constitute a material breach of the contract.
- C. Civil Rights Requirements

- a) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 USC 2000d, Sec. 303 of the Age Discrimination Act (1975), as amended, 42 USC 6102, Sec. 202 of the Americans with Disabilities Act (1990), 42 USC 12132, and 49 USC 5332, contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age or disability. SPONSOR shall also comply with applicable Federal implementing regulations and other requirements FTA may issue.

In Process

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

Race, Color, Religion, Gender Identity, National Origin, Sex, Sexual Orientation - In accordance with Title VII of the Civil Rights Act, as amended, 42 USC 2000e, and 49 USC 5332, SPONSOR shall comply with all applicable equal employment opportunity requirements of USDOL, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, USDOL," 41 CFR 60 et seq., (implementing Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 USC 2000e), and any applicable Federal statutes, executive orders, regulations, and policies that may in the future affect construction activities undertaken in the course of the project. SPONSOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to Race, Color, Religion, Gender Identity, National Origin, Sex, and Sexual Orientation. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other

Item #9.

forms of compensation; and selection for training, including apprenticeship. In addition, SPONSOR shall comply with any implementing requirements FTA may issue.

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- c) Age - In accordance with Sec. 4 of the Age Discrimination in Employment Act (1967), as amended, 29 USC 623 and 49 USC 5332, SPONSOR shall refrain from discrimination against present and prospective employees for reason of age. SPONSOR shall also comply with any implementing requirements FTA may issue.
- d) Disabilities - In accordance with Sec. 102 of the Americans with Disabilities Act (ADA), as amended, 42 USC 12112, SPONSOR shall comply with the requirements of US Equal Employment Opportunity Commission (EEOC), Regulations to Implement Equal Employment Provisions of the Americans with Disabilities Act, 29 CFR 1630, pertaining to employment of persons with disabilities. SPONSOR shall also comply with any implementing requirements FTA may issue. SPONSOR shall include these requirements in each subcontract financed in whole or in part with FTA assistance, modified only if necessary to identify the affected parties.
- D. The preceding provisions include, in part, certain Standard Terms & Conditions required by USDOT, whether or not expressly stated in the preceding contract provisions. All USDOT-required contractual provisions, as stated in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any request that would cause the recipient to be in violation of FTA terms and conditions.
- E. The SPONSOR agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
- F. The SPONSOR shall comply and require its consultants or third-party operator to comply with the requirements of 49 U.S.C. Section 5333(b), Labor Standards as more specifically referenced in U.S. Department of Labor correspondence dated August 2, 2010, incorporated by reference as if fully set out herein.
- G. It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).
- H. For all contracts that involve the employment of mechanics or laborers, the SPONSOR shall comply with the Prevailing Wage Requirements, Anti-Kickback” Prohibitions, and Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 37013708), as supplemented by the DOL regulations at 29 C.F.R. part 5.

Item #9.

- I. The SPONSOR agrees to comply with 49 U.S.C. 5323(d), 5323(r), and 49 C.F.R. part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service federally funded equipment or facilities.
- J. According to 49 CFR Part 605, a SPONSOR is prohibited from providing school bus service in competition with private school bus operators unless the service qualifies and is approved by the Federal Transit Administration (FTA) Administrator under an allowable exemption.
- K. Disadvantaged Business Enterprise - The SPONSOR, subrecipient or subcontractor shall not discriminate on the basis of Race, Color, Religion, Gender Identity, National Origin, Sex, Sexual Orientation in the performance of this contract. The SPONSOR shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the SPONSOR to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
 - (1) Withholding monthly progress payments;
 - (2) Assessing sanctions;
 - (3) Liquidated damages; and/or
 - (4) Disqualifying the SPONSOR from future bidding as non-responsible. 49 C.F.R. § 26.13(b).
- L. SPONSOR shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. SPONSOR shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.
- M. The SPONSOR agrees to comply with the current Federal substance abuse regulations: (a) Drug-Free Workplace. U.S. DOT regulations, "Drug-Free Workplace Requirements (Grants), " 49 C.F.R. Part 32, that implements the Drug-Free Workplace Act of 1988, 41 U.S.C. §§ 701 et seq. b. Alcohol Misuse and Prohibited Drug Use. FTA Regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR Part 655, to the extent applicable. (b) Participate in Agency's drug and alcohol program established in compliance with 49 CFR 653 and 654.

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

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Item #9.

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

DEPARTMENT OF TRANSPORTATION BY:

PUTNAM COUNTY:

Commissioner (SEAL)

BY: _____ (SEAL)

Title: _____

ATTEST:

Treasurer

IN THE PRESENCE OF:

In Process

Witness

FEDERAL EMPLOYER
IDENTIFICATION NUMBER:

**EXHIBIT A
PROJECT SUMMARY
PUTNAM COUNTY
Project ID Number - T006374**

**FY20 FTA 5311 Rural Transit Operating Assistance
Period of Eligible Expenses - July 1, 2019 - June 30, 2020**

SECTION 1							
Item	Description	SCOPE/SUFFIX	FTA ALI CODE	Total Cost	Federal Share (50%)	State Share (0%)	Local Share (50%)
1	Rural Transit Admin & Operating Cost	300-A5	30.09.01	\$252,356.00	\$126,178.00		\$126,178.00
	Total Admin & Operating Cost			\$252,356.00	\$126,178.00		\$126,178.00

Funding Distribution		Fund Sources	
Federal (50%)	\$126,178.00	219IA	
State (0%)			
Local (50%)	\$126,178.00	459IA	
Total Estimated Operating Cost	\$252,356.00		

FTA FAIN Number:	GA-2019-009-00
FTA Project:	GA-2019-009-01-00
FTA PO:	GA-18-X036
Federal Award Date:	6/18/2019

**FY20 FTA 5311 Rural Transit Capital Vehicles Purchases ONLY
Period of Eligible Expenses - July 1, 2019 - December 31, 2020**

SECTION 2									
Item	Description	SCOPE/SUFFIX	FTA Activity Line Item Code	Qty	Unit Cost	Total Cost	Federal Share (80%)	State Share (10%)	Local Share (10%)
1	NA			0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2	NA			0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Total Capital Cost					\$0.00	\$0.00	\$0.00	\$0.00

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

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

**FY20 FTA 5311 Rural Transit Capital Purchases Other Than Vehicles
Period of Eligible Expenses - July 1, 2019 - June 30, 2020**

SECTION 3									
Item	Description	SCOPE/SUFFIX	FTA ALI CODE	Qty	Unit Cost	Total Cost	Federal Share (80%)	State Share (10%)	Local Share (10%)
1	NA			0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2	NA			0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Total Other Capital					\$0.00	\$0.00	\$0.00	\$0.00

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

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

Project Summary PI# T006374	Amount
Total Federal Cost - Operating, Capital Rolling Stock, & Other Capital	\$126,178.00
Total State Cost - Capital Rolling Stock & Other Capital	\$0.00
Total Local Cost - Operating	\$126,178.00
Total Local Cost - Capital Rolling Stock & Other Capital	\$0.00
Total Project Cost	\$252,356.00

CFDA:	20.509
DUNS#	010112084

Item #9.

EXHIBIT B

CERTIFICATION OF SPONSOR COMPLIANCE WITH STATE AUDIT REQUIREMENT

I hereby certify that I am a principal and duly authorized representative of _____ whose address is _____, and it is also certified that:

The provisions of Section 36-81-7 of the Official Code of Georgia Annotated, relating to the "Requirement of Audits" shall be complied with throughout the contract period in full such that:

- (a) Each unit of local government having a population in excess of 1,500 persons or expenditures of \$175,000.00 or more shall provide for and cause to be made an annual audit of the financial affairs and transactions of all funds and activities of the local government for each fiscal year of the local government.
- (b) The governing authority of each local unit of government not included above shall provide for and cause to be made the audit required not less often than once every two fiscal years.
- (c) The governing authority of each local unit of government having expenditures of less than \$175,000.00 in that government's most recently ended fiscal year may elect to provide for and cause to be made, in lieu of the biennial audit, an annual report of agreed upon procedures for that fiscal year.
- (d) A copy of the report and any comments made by the state auditor shall be maintained as a public record for public inspection during the regular working hours at the principal office of the local government. Those units of local government not having a principal office shall provide a notification to the public as to the location of and times during which the public may inspect the report.
- (e) The audits of each local government shall be conducted in accordance with the generally accepted government auditing standards.

Date

Signature

Item #9.

EXHIBIT C

CERTIFICATION OF SPONSOR DRUG-FREE WORKPLACE

I hereby certify that I am a principal and duly authorized representative of _____ whose address is _____, and it is also certified that:

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

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

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

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

Date _____

Signature _____

In Process

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EXHIBIT E

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CERTIFICATION OF SPONSOR

I hereby certify that I am the _____ and duly authorized representative of the firm _____ whose address is _____ . I hereby certify to the best of my knowledge and belief that:

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

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

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

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

In Process

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

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

_____ Date

_____ Signature

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EXHIBIT F

**CERTIFICATION OF DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA**

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

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

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

Date

Commissioner

In Process

EXHIBIT G

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

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

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

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

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

Date

_____(SEAL)
Signature

Item #9.

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

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

EXHIBIT H

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

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

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

In Process

_____ (SEAL)

Date

Signature

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

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

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

Except for transactions authorized under paragraph 5 of these instructions, if the participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction in addition to other remedies available to the Federal Government, the department or agency may pursue available remedies, including suspension and/or debarment.

EXHIBIT I

LOBBYING RESTRICTIONS

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

_____ SPONSOR's Name

_____ Signature of SPONSOR's Authorized Official

Billy webster _____ Name of SPONSOR's Authorized Official

_____ Title of SPONSOR's Authorized Official

_____ Date

Certificate Of Completion

Envelope Id: 24C85B3EB97D4E48BD4C40F54CA6DD94	Status: Sent
Subject: 48400-140-IGOIP2000235/PUTNAM COUNTY	
Source Envelope:	
Document Pages: 28	Signatures: 0
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	Atlanta, GA 30308
	gdot_contracts@dot.ga.gov
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Signer Events

Signature	Timestamp
Billy Webster bwebster@putnamcountyga.us Security Level: Email, Account Authentication (None)	Sent: 7/10/2019 2:12:52 PM Viewed: 7/11/2019 10:59:30 AM

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ID: 0f7d9211-45f0-44ee-b0bf-287c713f0756

Lynn Butterworth
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Electronic Record and Signature Disclosure:

Not Offered via DocuSign

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Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

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Electronic Record and Signature Disclosure:

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Angela O. Whitworth
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Security Level: In Session

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

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Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

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

How to contact Georgia Department of Transportation:

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

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

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

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

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

To request paper copies from Georgia Department of Transportation

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

To withdraw your consent with Georgia Department of Transportation

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

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

Required hardware and software

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

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

Acknowledging your access and consent to receive materials electronically

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

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

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

Item Attachment Documents:

10. Discussion of future use and ownership of the old water treatment facility and the old Armory (staff-CM/Fire)

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 before the meeting at 706-485-2776 to allow the County to make reasonable accommodations for those persons.

Item #10.



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

DATE OF MEETING REQUESTED: July 16, 2019

REQUEST BY: PCFR

AGENDA ITEM: Discussion of future use and ownership of the
old water treatment facility and the old Armory

AGENDA ITEM TYPE:

Presentation Discussion Action*

Other (Please Specify) _____

*ACTION REQUESTED: To move forward with acquisition of old water treatment
facility and abandon EPWSA site.

SUPPORTING DOCUMENTATION PROVIDED: Yes No

BUDGET/FUNDING INFORMATION: Not at this time.

FACTS AND/OR ISSUES: To convert the old Water Treatment Facility into a
PCFR training facility.