



117 Putnam Drive, Suite A ♦ Eatonton, GA 31024

**Agenda**

**Tuesday, June 19, 2018 ♦ 6:30 PM**

*Putnam County Administration Building – Room 203*

**Opening**

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

**Zoning Public Hearing**

4. Request by Kimberly & Winston Pestana to rezone 5 acres at 335 Folds Road from AG-1 to R-2 [Map 032, Parcel 039] (staff-P&D)
5. Request by Edward V. Macatee to rezone 12.82 acres at 963 Sparta Highway from AG-1 to AG-2 [Map 118, part of Parcel 003] (staff-P&D)

**Regular Business Meeting**

6. Public Comments
7. Approval of Agenda
8. Consent Agenda
  - a. Approval of Minutes - May 31, 2018 Called Joint Meeting (staff-CC)
  - b. Approval of Minutes - June 1, 2018 Regular Meeting (staff-CC)
  - c. Authorization for Chairman to sign 2018 ACCG Group Health Benefits Program Health Promotion & Wellbeing Grant Application (staff-HR)
9. Authorization for Chairman to sign Georgia Indigent Defense Services Agreement (staff-Fin)
10. Final Plat Subdivision Approval for Meadow Creek (staff-P&D)
11. Awarding of Solicitation 18-42001-001 Asphaltic Concrete Resurfacing and Striping (staff-CM)
12. Discussion and possible action on loan for road repaving projects (staff-CM)
13. Discussion and possible action on an agreement to lease the County waterline to EPWSA (SH)
14. Discussion and possible action regarding General Obligation Bond issue ballot question on November 2018 Ballot (staff-CM/CA)

**Executive Session**

15. Motion to enter Executive Session as allowed by O.C.G.A. 50-14-4, if necessary, for Personnel, Litigation, or Real Estate
16. Motion to reopen meeting and execute Affidavit concerning the subject matter of the closed portion of the meeting
17. Action, if any, resulting from the Executive Session

**Reports/Announcements**

18. County Manager Report
  - a. SPLOST #9
19. County Attorney Business and Report
  - a. Discussion and possible action regarding Service Delivery Strategy extension
20. Commissioner Announcements

**Closing**

21. 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.

**Backup material for agenda item:**

4. Request by Kimberly & Winston Pestana to rezone 5 acres at 335 Folds Road from AG-1 to R-2 [Map 032, Parcel 039] (staff-P&D)

Request by **Kimberly & Winston Pestana** to rezone 5 acres at 335 Folds Road from AG-1 to R-2. **[Map 032, Parcel 039]. \***

**PLANNING & DEVELOPMENT-LISA JACKSON STAFF RECOMMENDATION:**

The applicants are requesting to rezone 5 acres from AG-1 to R-2 to subdivide for family use. The minimum lot size in the AG-1 district is 20 acres so to subdivide the property it must be rezoned to a conforming zoning district. The applicants are proposing to subdivide this property into two parcels by creating a 1.1-acre parcel and a 3.9-acre parcel. The applicants want to put a residence in near proximity for their elderly parents. The Comprehensive Plan Future Land Use indicates the future land use as Rural Residential which meets the intended land use of Residential. This parcel is surrounded by adjacent AG-1 parcels. Therefore, the proposed R-2 zoning will have minimal impact on Folds Road or adjacent properties.

***Staff recommendation is for approval to rezone 5 acres from AG-1 to R-2 with the following condition: 1) this rezoning shall be conditioned upon the resurveying and the 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 acres from AG-1 to R-2 with the following condition: 1) this rezoning shall be conditioned upon the resurveying and the recordation of the plat as stated in Section 66-165(e)(3) of the Putnam County Code of Ordinances.*

**PLANNING & ZONING COMMISSION MINUTES:**

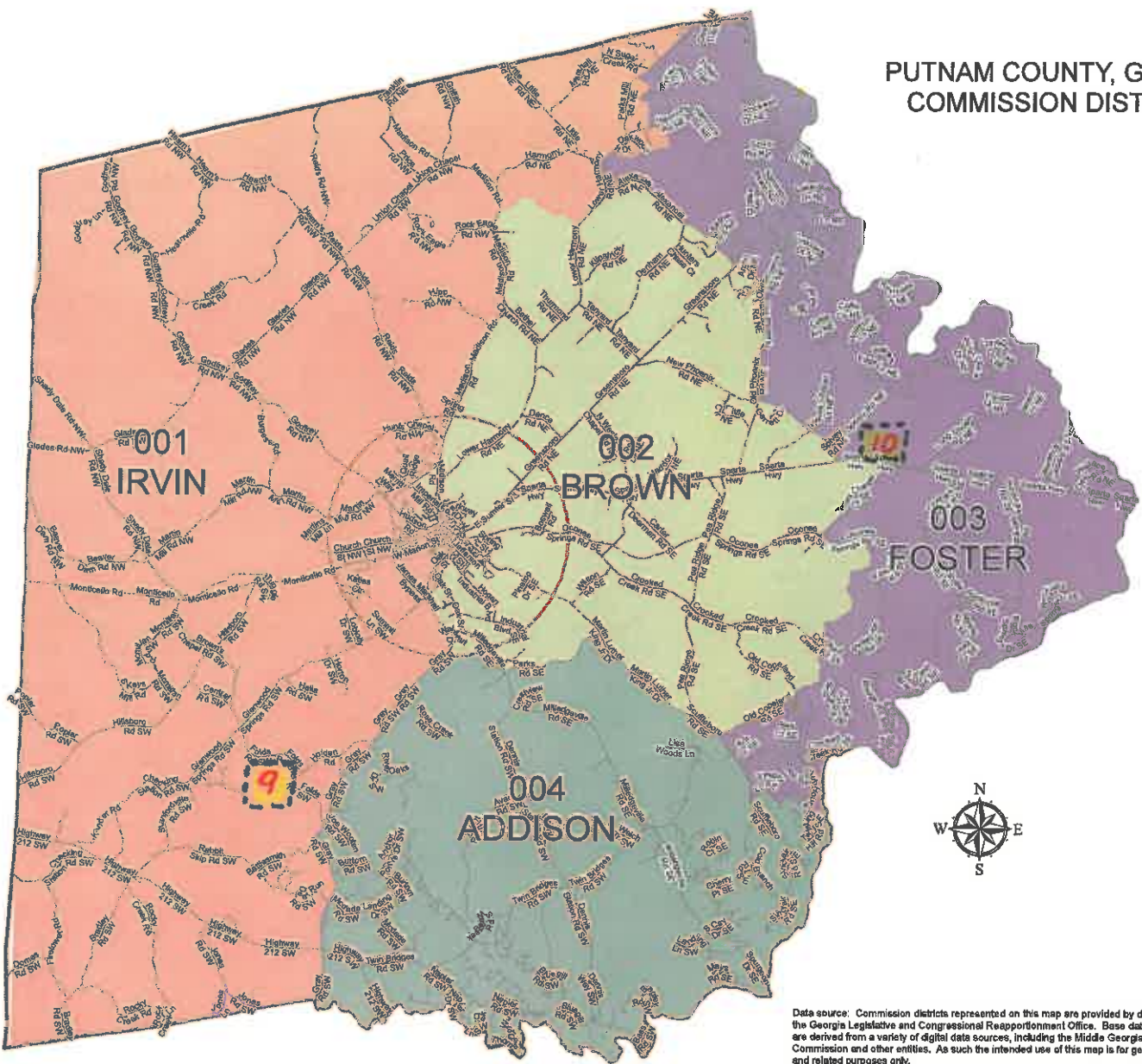
The Putnam County Planning & Zoning Commission conducted a public hearing on Thursday, June 7, 2018 at 6:30 PM in the Putnam County Administration Building, 117 Putnam Drive, Room 203, Eatonton, Georgia 31024.

**Present:** James Marshall, Jr., Chairman, Frederick Ward, Tommy Brundage,  
**Staff:** Karen Pennamon, Jonathan Gladden

Request by Kimberly & Winston Pestana to rezone 5 acres at 335 Folds Road from AG-1 to R-2. [Map 032, Parcel 039, District 1]. \* Mrs. Kimberly Pestana represented this request. She stated she is requesting to rezone 5 acres from AG-1 to R-2 so she can subdivide the property into a 1.1-acre parcel and a 3.9-acre parcel. She added that there is an existing structure on the property and they are requesting to put another structure on the property for her elderly parents, however to do so she must subdivide the property because the ordinance does not allow two structures on this property. Mr. Ward asked what size apartment was she proposing to build. Mrs. Pestana stated that it would be 1,000 square feet home. No one spoke in opposition to this request.

Staff recommendation is for approval to rezone 5 acres from AG-1 to R-2 with the following condition: 1) this rezoning shall be conditioned upon the resurveying and the recordation of the plat as stated in Section 66-165(e)(3) of the Putnam County Code of Ordinances.

**Mr. Ward made a motion for approval. Mr. Brundage seconded. All approved.**



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: 1:88,387.34 DATE: DECEMBER 2016

- 9. Request by Kimberly & Winston Pestana to rezone 5 acres at 335 Folds Road from AG-1 to R-2. [Map 032, Parcel 039]. \*
- 10. Request by Edward V. Macatee to rezone 12.82 acres 963 Sparta Highway from AG-1 to AG-2. [Map I18, part of Parcel 003]. \*

PUTNAM COUNTY PLANNING & DEVELOPMENT  
117 Putnam Drive, Suite B  
Eatonton, GA 31024  
Phone: 706-485-2776 ♦ Fax: 706-485-0552  
www.putnamcountyga.us

APPLICATION FOR REZONING

APPLICATION NO 00507 DATE: 4-21-2018

MAP 032 PARCEL 039

1. Name of Applicant: KIMBERLY AND WINSTON PESTANA
2. Mailing Address: P.O. Box 4106 Eatonton, Ga. 31024
3. Phone: (home) 706-816-8253 (office) \_\_\_\_\_ (cell) 706-816-1609
4. The location of the subject property, including street number, if any: Eatonton, Ga. 31024 335 FOLDS Rd.
5. The area of land proposed to be rezoned (stated in square feet if less than one acre): 5 ACRES
6. The proposed zoning district desired: R-2
7. The purpose of this rezoning is (Attach Letter of Intent) Letter attached.
8. Present use of property: ~~R-2~~ A6-1 Desired use of property: R2
9. Existing zoning district classification of the property and adjacent properties:  
Existing: AG-1  
North: A6-1 South: A6-1 East: A6-1 West: A6-1
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. see attached.
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.): Rural Residential R2
13. A detailed description of existing land uses: Ag land with resident.
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.

*[Handwritten signature]*



PUTNAM COUNTY PLANNING & DEVELOPMENT  
117 Putnam Drive, Suite B  
Eatonton, GA 31024  
Phone: 706-485-2776 ♦ Fax: 706-485-0552  
www.putnamcountyga.us

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

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.

Winston Pestana 4-21-2018  
Signature (Property Owner) (Date)

Kimberly Pestana 4/24/18  
Signature (Applicant) (Date)

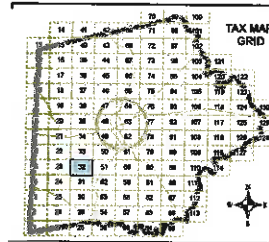
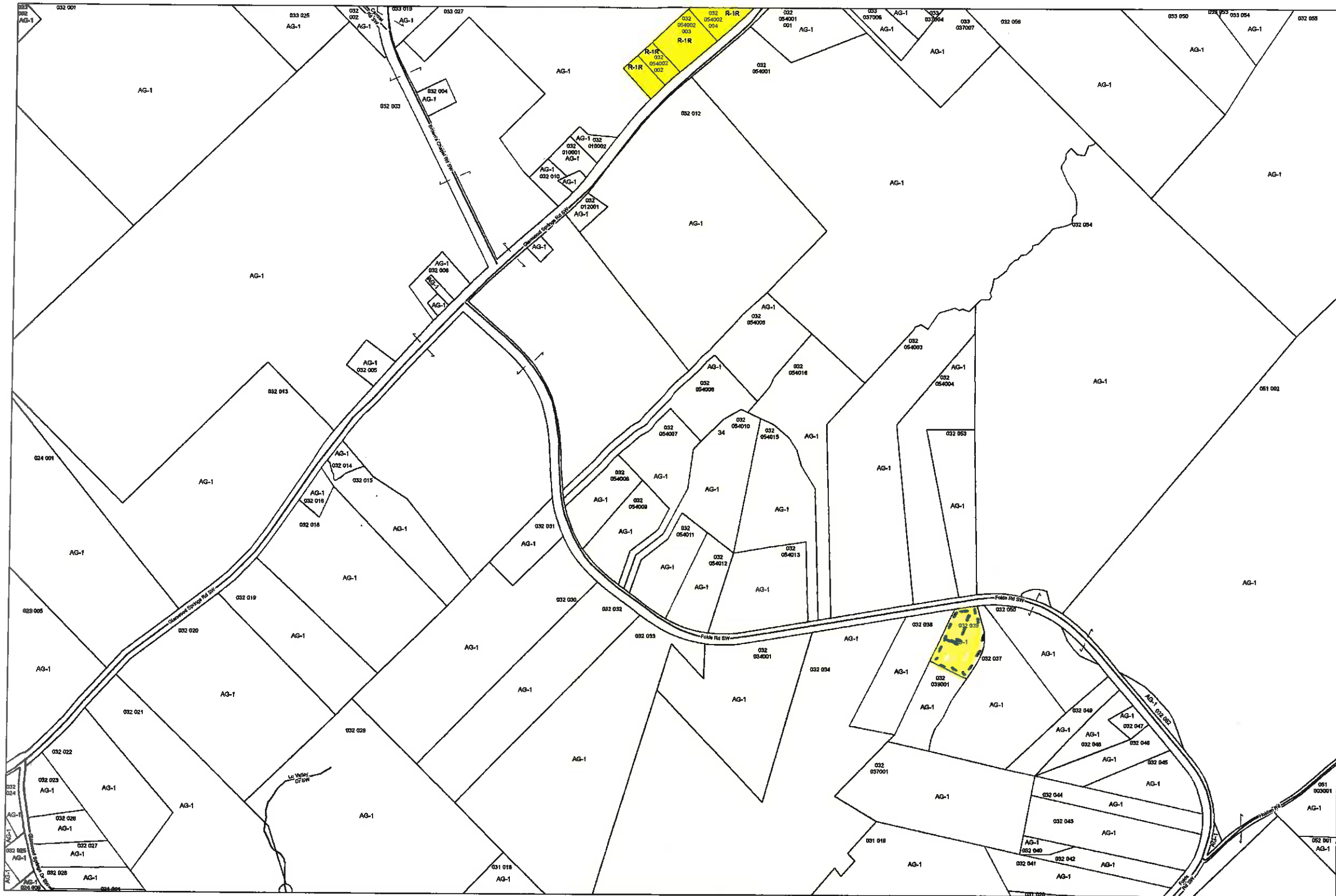
[Signature]  
Notary Public 4-25-18

[Signature]  
Notary Public 4/25/18



Office Use	
Paid: \$ <u>50.00</u> (cash) _____ (check) <u>1015</u> (credit card) _____	
Receipt No. <u>1015 30379</u> Date Paid: <u>4-25-18</u>	
Date Application Received: <u>4-25-18</u>	
Reviewed for completeness by: <u>[Signature]</u>	
Submitted to TRC: _____	Return date: _____
Date of BOC hearing: _____	Date submitted to newspaper: _____
Date sign posted on property: _____	Picture attached: yes _____ no _____

REC'D 04/25/18  
[Signature]



- Eatonton Limits
- County Boundary
- Roads
- Parcels
- Parcel\_Hooks

**Zoning**

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-1	RM-2	RM-3	VILLAGE
---------	------	-----------	------	-----	----------	-----	----------	-----	------------	-------	------------	-----	--------	-------------	------------	------------	------------	------------	-----	------	-----	------	------	------	---------

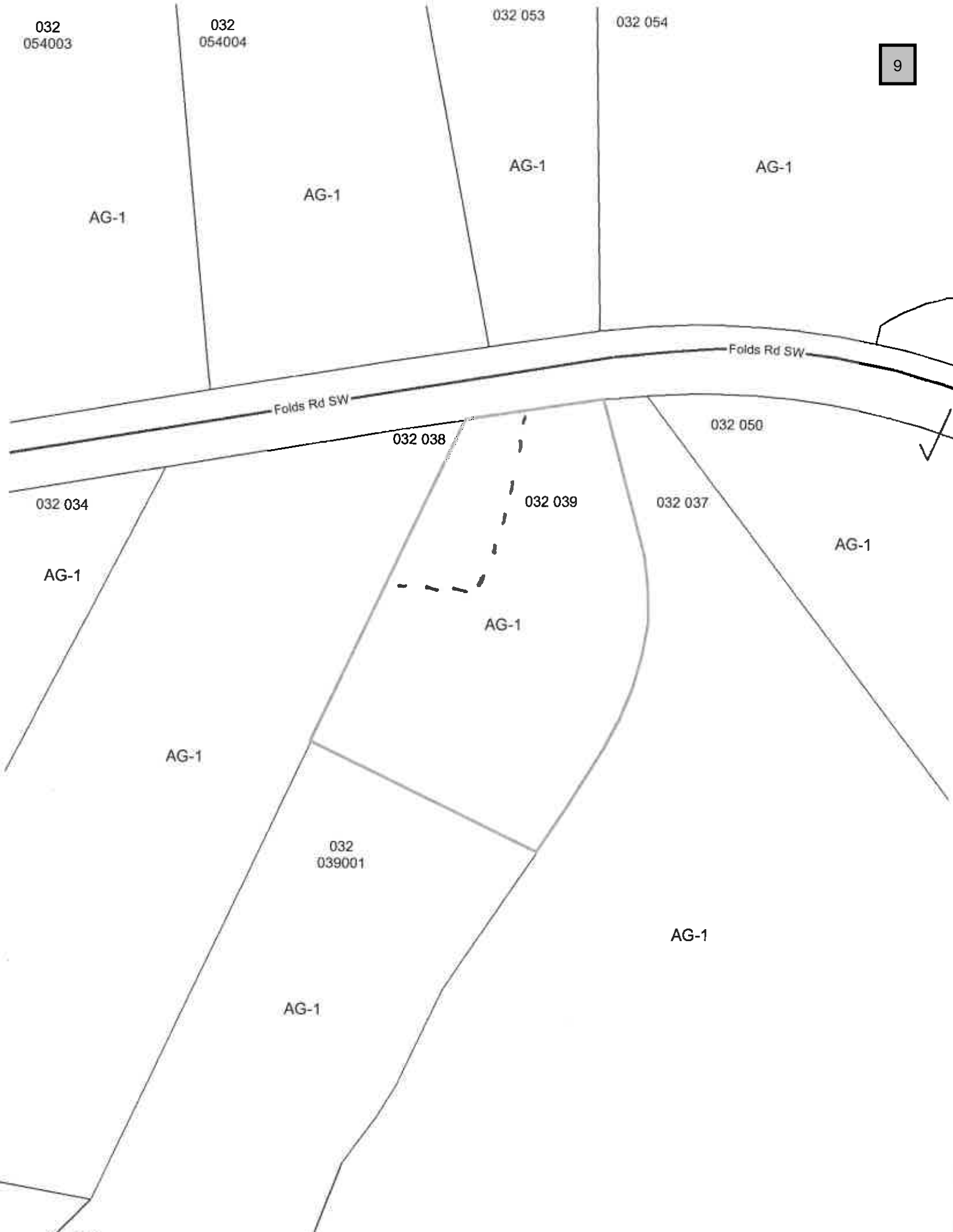
**MGRC**  
IT GIS Services  
Middle Georgia Regional Commission  
175 Green Hwy  
Macon, Georgia 31217  
(478) 751-6180  
(478) 751-6617  
Web: www.middlegeorgiaregional.com  
Email: mgmp@mgrc.org

**PUTNAM COUNTY, GEORGIA  
ZONING MAPS**

**MAP 032**

MAP SCALE: 1" = 400'  
SCALE RATIO: 1:4,000  
DATE: MAY 2018





LETTER OF INTENT

PROPERTY LOCATION: 335 FOLDS RD. EATOTON GA. 31024

LETTER OF INTENT

This is a request to rezone from Ag.1 to R-2.

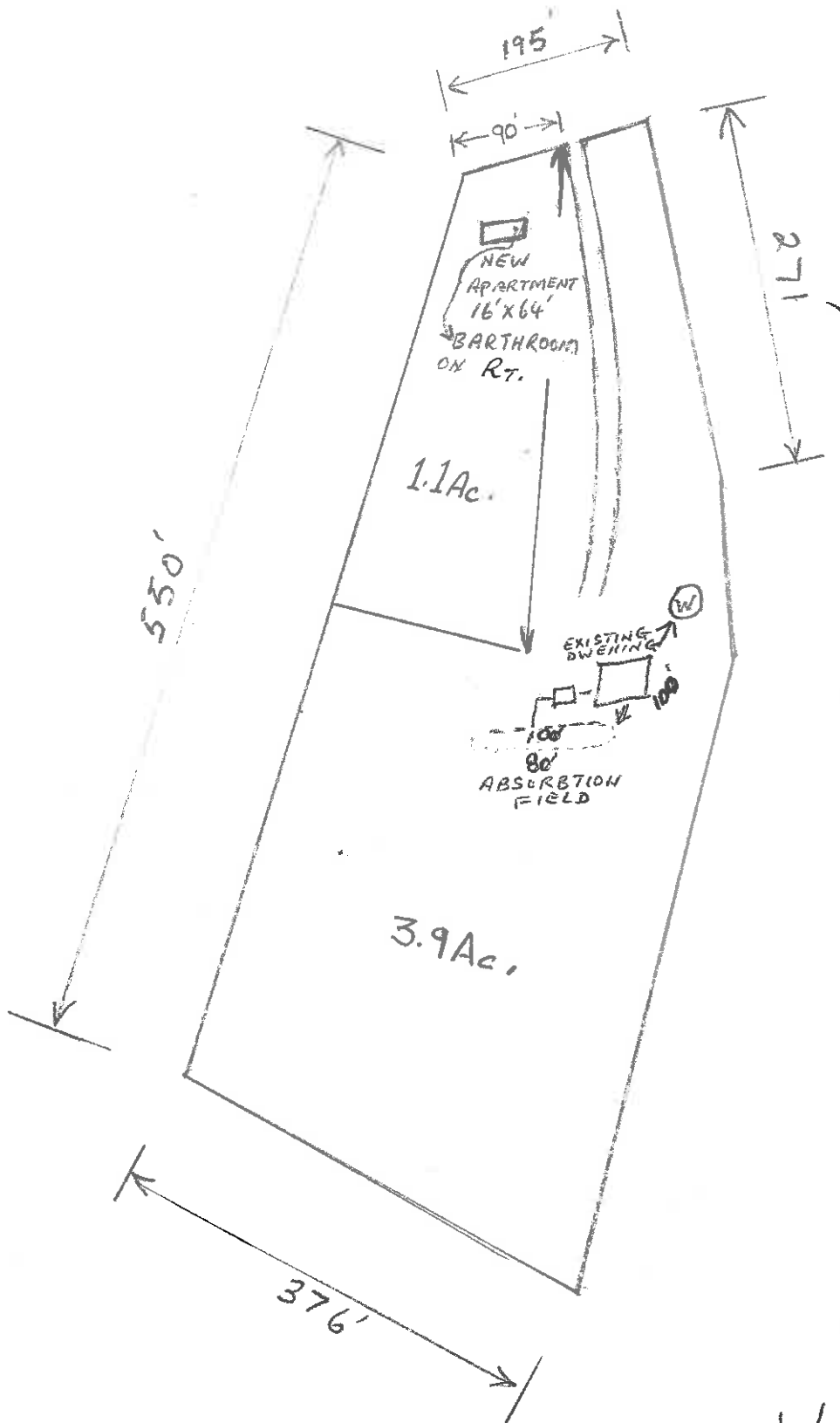
We are requesting a rezoning from AG-1 to R-2 to put a family apartment on the property. The rezoning is needed so I can house both my elderly and infirmed parents. They are both experiencing declining health, and are making multiple trips to the doctors, hospitals, pharmacies, grocery shopping, etc. My mother is not able to drive at all, and my father is getting to the point where he too will not be able to do so.

As the property is currently zoned it creates a hardship and "denies reasonable and significant use of the property." Rezoning to R-2 will provide the needed relief and as sole caregiver I would be in a better position to assist them with their activities associated with daily living.

*I would like to sub-divide the parcel into a 1.1 Ac Tract and a 3.9 Ac Tract, from an existing 5Ac Parcel.*  
Respectfully,

*Kimberly Pestana DATE: 4/24/18*

APR 25 2018  
*20*

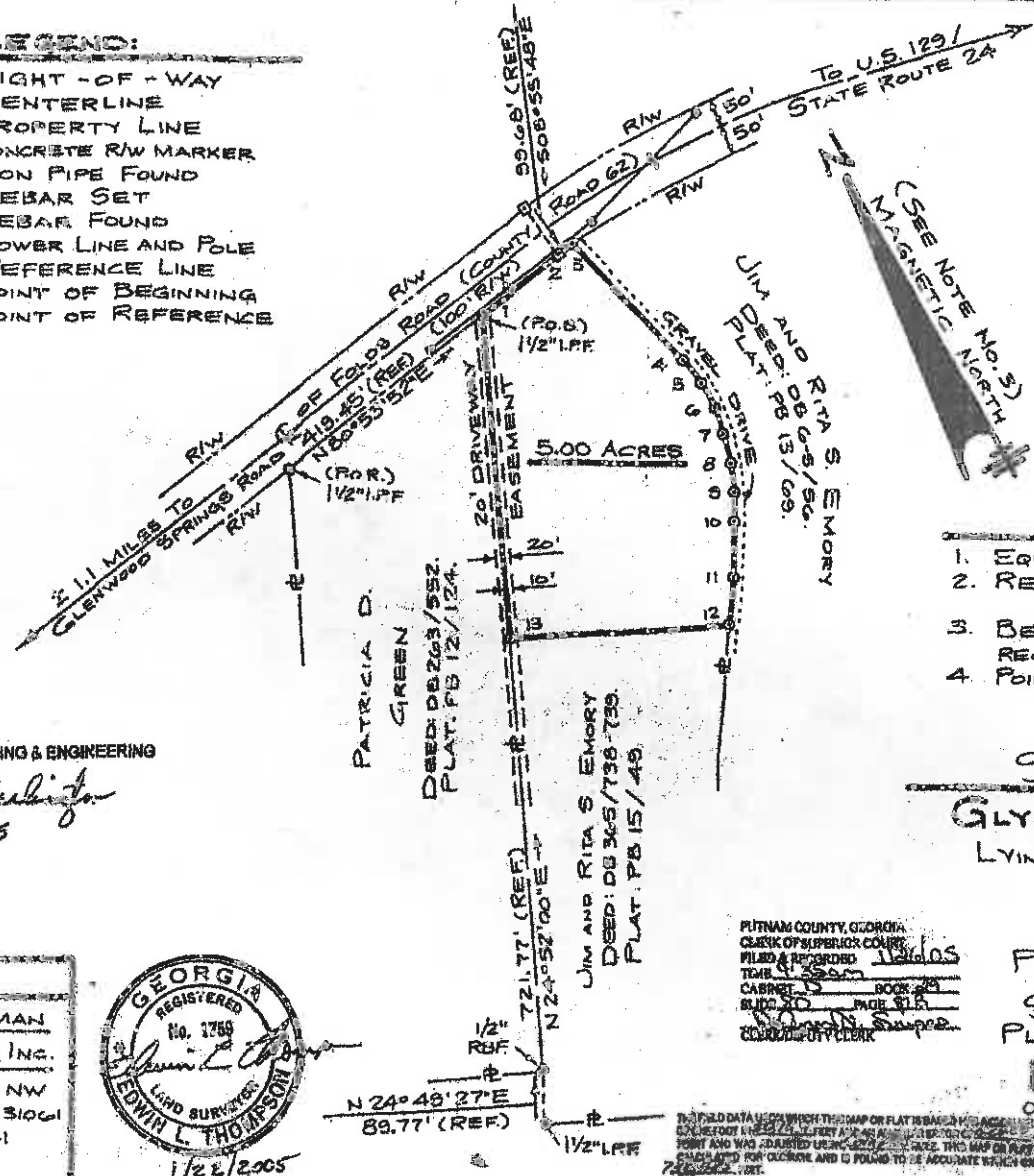


PREPARED BY  
NO

WINSTON PESTANA  
706-816-1609

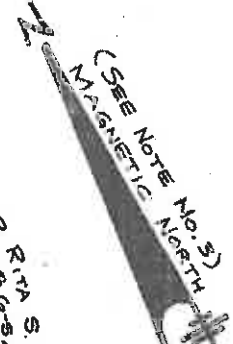
**LEGEND:**

- R/W == RIGHT-OF-WAY
- CL == CENTERLINE
- PL == PROPERTY LINE
- CM == CONCRETE R/W MARKER
- I.P.F. == IRON PIPE FOUND
- RS == REBAR SET
- RBF == REBAR FOUND
- == POWER LINE AND POLE
- (REF.) == REFERENCE LINE
- (P.O.B.) == POINT OF BEGINNING
- (P.O.R.) == POINT OF REFERENCE



**PERIMETER**

POINTS FROM TO	BEARING	DISTANCE
1 2	N 60° 49' 00\"E	169.91'
2 3	N 81° 11' 00\"E	25.77'
3 4	S 14° 20' 00\"E	270.90'
4 5	S 07° 08' 00\"E	48.54'
5 6	S 01° 15' 00\"W	48.52'
6 7	S 09° 49' 00\"W	49.03'
7 8	S 15° 21' 00\"W	48.83'
8 9	S 22° 07' 00\"W	49.00'
9 10	S 27° 52' 00\"W	48.36'
10 11	S 31° 33' 00\"W	99.57'
11 12	S 34° 01' 00\"W	77.75'
12 13	N 64° 21' 08\"W	375.74'
13 1	N 24° 52' 00\"E	350.00'

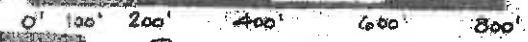


**NOTES:**

1. EQUIPMENT: TOPCON GTS-3B E.D.M.
2. REFERENCE: DEED: DB 365/736-739. PLAT: PB 15/49.
3. BEARING DATUM ESTABLISHED FROM PLAT RECORDED IN PLAT BOOK 15, PAGE 49.
4. POINTS 3 THROUGH 13 ARE 1/2\" REBARS SET.

**SURVEY OF PROPERTY FOR:**  
**GLYNN AND DEBRA HARDIN**  
 LYING IN THE 191<sup>ST</sup> AND 192<sup>ND</sup> LAND LOTS  
 14<sup>TH</sup> LAND DISTRICT  
 310<sup>TH</sup> G.M.D.  
 PUTNAM COUNTY, GEORGIA

SURVEYED: JANUARY 14, 2005  
 PLAT DRAWN: JANUARY 18, 2005

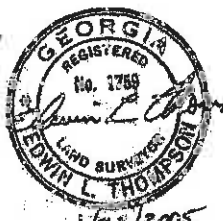


SCALE: 1\" = 200'

PUTNAM COUNTY PLANNING & ENGINEERING

*Sherry Dealinger*  
 1/26/05

**SURVEYED BY:**  
**THOMPSON & FREEMAN**  
**LAND SURVEYORS, INC.**  
 140 KENAN DRIVE NW  
 MILLEDGEVILLE, GA. 31061  
 PHONE: 478-414-1241  
 GA. RLS No. 1759  
 FILE No. 840



1/22/2005

PUTNAM COUNTY, GEORGIA  
 CLERK OF SUPERIOR COURT  
 FILED & RECORDED  
 TIME: 1:30pm  
 CABINET: 5 BOOK: 24  
 BLANK: 20 PAGE: 81B  
 BY: [Signature] Surveyor  
 COUNTY CLERK

THIS FIELD DATA UPON WHICH THIS MAP OR PLAT IS BASED HAS BEEN CHECKED BY ME OR BY AN ASSISTANT OF MINE OR BY ANOTHER SURVEYOR OR PARTY WHO HAS DRAUGHTED USING THE DATA HEREON. THIS MAP OR PLAT HAS BEEN CHECKED FOR ACCURACY AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT BY THE SURVEYOR.

**Backup material for agenda item:**

5. Request by Edward V. Macatee to rezone 12.82 acres at 963 Sparta Highway from AG-1 to AG-2 [Map 118, part of Parcel 003] (staff-P&D)

Request by **Edward V. Macatee** to rezone 12.82 acres at 963 Sparta Highway from AG-1 to AG-2. **[Map 118, part of Parcel 003]. \***

**PLANNING & DEVELOPMENT-LISA JACKSON STAFF RECOMMENDATION:**

The applicant is requesting to rezone 12.82 acres out of 42.50 acres from AG-1 to AG-2 to sell. The minimum lot size in the AG-1 district is 20 acres so to subdivide the property it must be rezoned to a conforming zoning district. The applicant is proposing to subdivide this property by creating a 12.82-acre parcel. The remaining 29.68 acres will remain in the AG-1 District. The Comprehensive Plan Future Land Use indicates the future land use as Rural Residential which meets the intended land use of Residential. The applicant would like to maintain an agriculture use for this property and the only option is the AG-2 district which has a minimum lot size requirement of 5 acres. This parcel is surrounded by adjacent AG-1 parcels. Therefore, the proposed AG-2 zoning will have minimal impact on Sparta Highway or adjacent properties.

***Staff recommendation is for approval to rezone 12.82 acres from AG-1 to AG-2 with the following condition: 1) this rezoning shall be conditioned upon the resurveying and the 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 12.82 acres from AG-1 to AG-2 with the following condition: 1) this rezoning shall be conditioned upon the resurveying and the recordation of the plat as stated in Section 66-165(e)(3) of the Putnam County Code of Ordinances.*

**PLANNING & ZONING COMMISSION MINUTES:**

The Putnam County Planning & Zoning Commission conducted a public hearing on Thursday, June 7, 2018 at 6:30 PM in the Putnam County Administration Building, 117 Putnam Drive, Room 203, Eatonton, Georgia 31024.

**Present:** James Marshall, Jr., Chairman, Frederick Ward, Tommy Brundage,  
**Staff:** Karen Pennamon, Jonathan Gladden

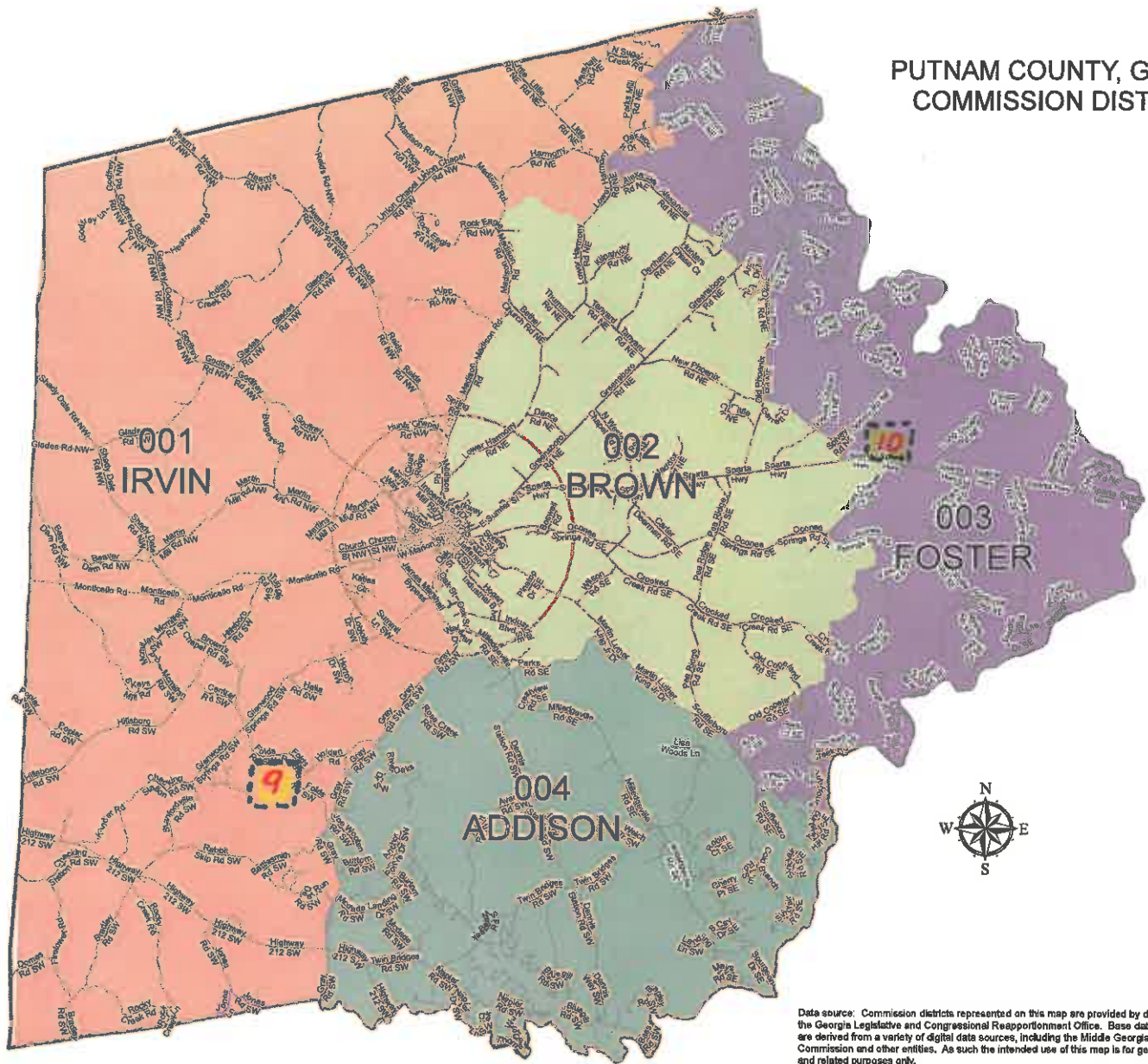
Request by **Edward V. Macatee** to rezone 12.82 acres at 963 Sparta Highway from AG-1 to AG-2. **[Map 118, part of Parcel 003, District 3]. \***

**Mr. Jeremy Macatee** represented this request. He stated his parents are requesting to rezone 12.82 acres from AG-1 to AG-2. Mr. Macatee stated they are proposing to subdivide the 42.50-acre parcel into two tracts: a 12.82-acre tract which they will keep, and a 29.23-acre tract they want to sell. He added that the 29.23-acre parcel will remain in the AG-1 District. No one spoke in opposition to this request.



Staff recommendation is for approval to rezone 12.82 acres from AG-1 to AG-2 with the following condition: 1) this rezoning shall be conditioned upon the resurveying and the recordation of the plat as stated in Section 66-165(e)(3) of the Putnam County Code of Ordinances.

**Mr. Brundage made a motion for approval. Mr. Ward seconded. All approved.**



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: 1:88,387.34 DATE: DECEMBER 2016

- 9. Request by **Kimberly & Winston Pestana** to rezone 5 acres at 335 Folds Road from AG-1 to R-2. [Map 032, Parcel 039]. \*
- 10. Request by **Edward V. Macatee** to rezone 12.82 acres 963 Sparta Highway from AG-1 to AG-2. [Map 118, part of Parcel 003]. \*

APPLICATION FOR REZONING

APPLICATION NO \_\_\_\_\_

DATE: 5-3-18

\* MAP 118 PARCEL 003

1. Name of Applicant: EDWARD V. MACATEE
2. Mailing Address: 963 SPARTA HWY, EATONTON GA 31024
3. Phone: (home) \_\_\_\_\_ (office) \_\_\_\_\_ (cell) 303-916-6581
4. The location of the subject property, including street number, if any: 963 SPARTA HWY  
EATONTON, GA 31024
5. The area of land proposed to be rezoned (stated in square feet if less than one acre):  
12.82 ACRES +/-
6. The proposed zoning district desired: AG-2
7. The purpose of this rezoning is (Attach Letter of Intent): SALE OF Acreage  
see ATTACHED
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-1 South: AG-1 East: AG-1 West: AG-1
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.): RURAL RESIDENTIAL RP
13. A detailed description of existing land uses: PASTURE, POND, ORCHARD
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.

*[Handwritten Signature]*  
 Signature (Property Owner) (Date) 5/3/18

*[Handwritten Signature]*  
 Signature (Applicant) (Date) 5/3/18

*[Handwritten Signature]*  
 Notary Public

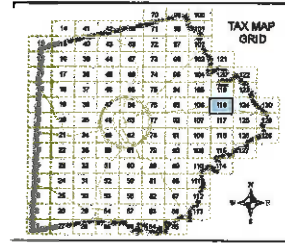


\_\_\_\_\_  
 Notary Public

Office Use	
Paid: \$ <u>100.00</u> (cash) _____	(check) <u>#649</u> credit card _____
Receipt No. <u>030427</u>	Date Paid: <u>5-3-18</u>
Date Application Received: <u>5-3-18</u>	
Reviewed for completeness by: <u>KP</u>	
Submitted to TRC: _____	Return date: _____
Date of BOC hearing: _____	Date submitted to newspaper: _____
Date sign posted on property: _____	Picture attached: yes _____ no _____

RCUD 2018 MAY 3  
*[Handwritten Initials]*





- Eatonton Limits
- County Boundary
- Roads
- Parcels
- Parcel\_Hooks

**GEOGRAPHIC FEATURE LEGEND**

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

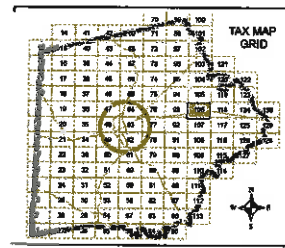
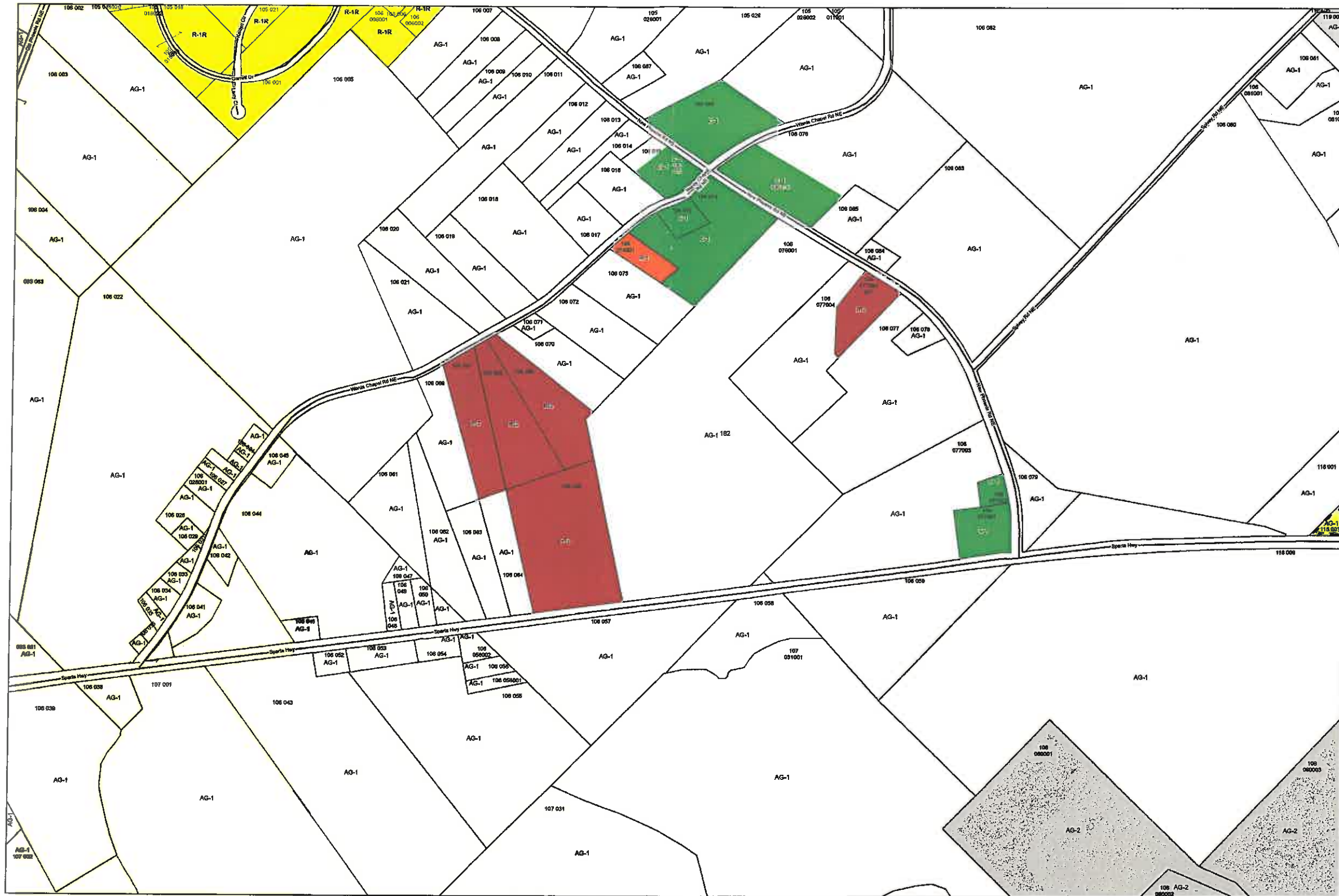
**MGRC**  
IT GIS Services  
Middle Georgia Regional Commission  
175 Emory Hwy  
Macon, Georgia 31217  
(478) 751-6100  
(478) 751-8517  
Web: www.middlegeorgia.com  
Email: info@mgrc.org

**PUTNAM COUNTY, GEORGIA  
ZONING MAPS**

**MAP 118**

MAP SCALE: 1" = 400'    SCALE RATIO: 1:4,000    DATE: MAY 2018





- Eatonton Limits
- County Boundary
- Roads
- Parcels
- Parcel\_Hooks

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

**MGRC**  
IT GIS Services  
Middle Georgia Regional Commission  
175 Emory Hwy  
Macon, Georgia 31217  
(478) 751-6180  
(478) 751-6577  
Web: [www.mgarc.org](http://www.mgarc.org)  
Email: [mg@mgarc.org](mailto:mg@mgarc.org)

**PUTNAM COUNTY, GEORGIA ZONING MAPS**

**MAP 106**

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



106 082

106 081  
AG-1

119 006

21

AG-1

AG-1

106  
081001

106  
081002

AG-1

106 080

118 001

AG-2

AG-1  
118  
002

118  
003001

AG-1

AG-1

118  
003002

118 003

AG-1

AG-1

AG-1

118  
008

AG-1

Sparta Hwy

118 006

Texas Chapel Rd. SE

Sparta Hwy

118  
AG-1 008001

118  
008002

AG-1

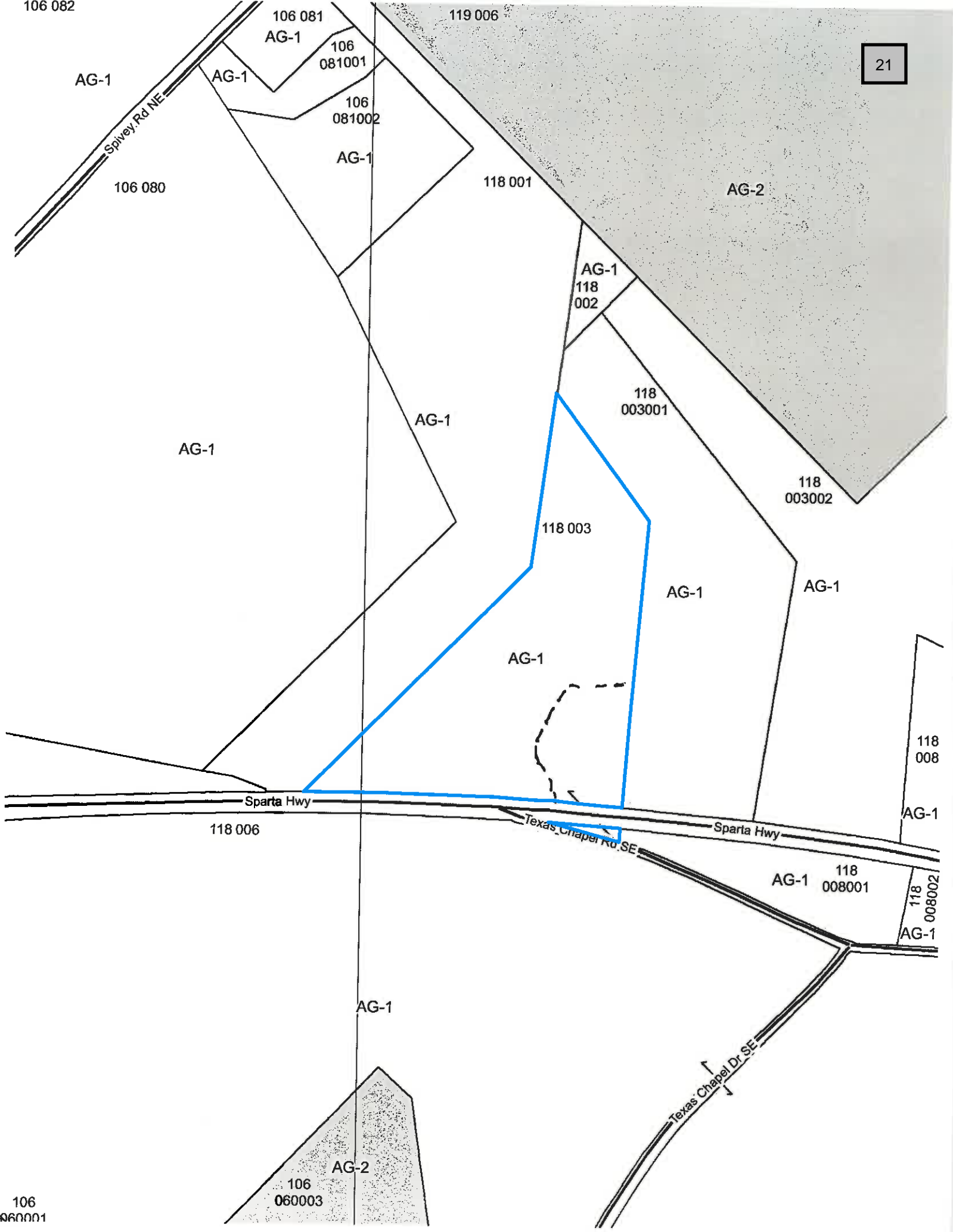
AG-1

AG-2

106  
060003

Texas Chapel Dr. SE

106  
060001



# Edward Van Macatee

963 Sparta Hwy • Eatonton, GA 31024 • Phone: 303-916-6581  
E-Mail: van.macatee@evermore.biz

22

Date: May 3 2018

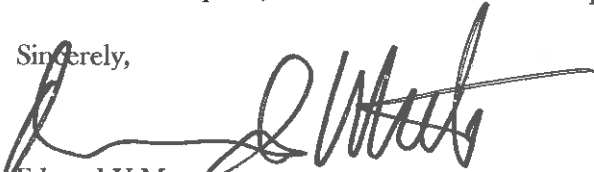
To Putnam County GA Planning and Development  
Lisa Jackson  
117 Putnam Drive  
Suite B  
Eatonton GA 31024

Dear Ms Jackson

I am engaged in a real estate transaction to sell off part of my property. The sale will result in the size of the remaining property to be reduced from 42 acres+/- to 12.82 acres+/- . Apparently this change causes the property to require rezoning from AG-1 as it no longer meets the minimum acreage requirement. This letter and application seeks that rezoning.

Please consider this application to rezone the 12.82 acre parcel remaining from AG-1 to AG-2. The subject property is located at 963 Sparta, Eatonton GA 31024. A copy of the survey with the proposed change is attached.

Sincerely,



Edward V Macatee

CEO, Evermore Investment Group, LLC

RCUD 2018 MAY 3

KP

**MATTHEW D. ULMER**  
 GEORGIA REGISTERED  
 LAND SURVEYOR #3069

P.O. BOX 269  
 WATKINSVILLE, GA 30677  
 706-614-1952

THIS PLAT IS NOT VALID  
 OR RECORDABLE UNLESS SAID  
 SURVEYOR'S SIGNATURE APPEARS IN  
 ORIGINAL BLUE INK OVER THIS  
 STAMP.

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

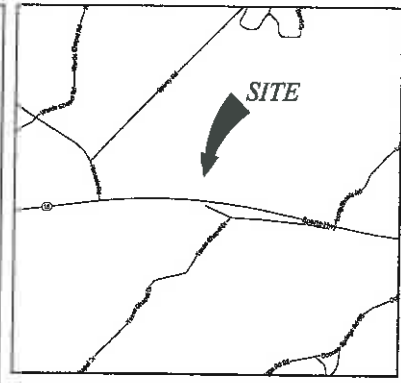
**FIELD SURVEY CLOSURE STATEMENT**

THIS FIELD DATA UPON WHICH THIS PLAT IS BASED HAS  
 A CLOSURE PRECISION OF ONE FOOT IN 50,000 FEET,  
 AND AN ANGULAR ERROR OF 5 SECONDS AT POINT, AND  
 HAS NOT ADJUSTED. ALL LINEAR AND ANGULAR  
 MEASUREMENTS WERE OBTAINED USING A TOPCON  
 TOTAL STATION, MODEL GPT 3002.

THE FIELD WORK WAS COMPLETED ON MAY 1, 2018.

**PLAT CLOSURE STATEMENT**

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE, AND  
 IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN  
 702,000 FEET.



**BASLINE**  
 SURVEYING &  
 ENGINEERING, INC.

P.O. BOX 269  
 WATKINSVILLE, GA 30677

WWW.BASELINEGA.COM

PHONE: 706-614-1952

MATT@BASELINEGA.COM

**PLAT FOR:**  
 TAC SOUTHERN PINE  
 PROPERTIES, LLC.

3rd LAND DISTRICT  
 LAND LOTS 406, 407, & 397

PUTNAM COUNTY

PHYSICAL ADDRESS:  
 963 & 997  
 SPARTA HWY  
 EATONTON, GA 31024

**PROJECT DATA**

PROFESSIONAL CONTACT: BASELINE SURVEYING & ENGINEERING  
 MATTHEW D. ULMER, GA. RL583069  
 P.O. BOX 269 WATKINSVILLE, GA 30677  
 31177@BASELINEGA.COM  
 706-614-1952

- TOTAL PROJECT ACRAGE: 29.68 ACRES
- TAX PARCEL #: 118 003
- NO ATTEMPT WAS MADE TO LOCATE UTILITIES OR IMPROVEMENTS ON OR ADJACENT TO THE SUBJECT PROPERTY EXCEPT AS SHOWN HERON.
- THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A COMPLETE TITLE SEARCH.
- ZONED AG-1
- THIS PLAT HAS BEEN PREPARED IN CONFORMANCE WITH THE TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN CHAPTER 180-7 OF THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND IN THE GEORGIA PLAT ACT O.C.G.A. SECTIONS 14-6-67, AUTHORITY O.C.G.A. SECTIONS 14-6-67, 43-15-4, 43-15-6, 43-15, 43-15-22.

REVISIONS	DATE

DATE  
 05/02/18

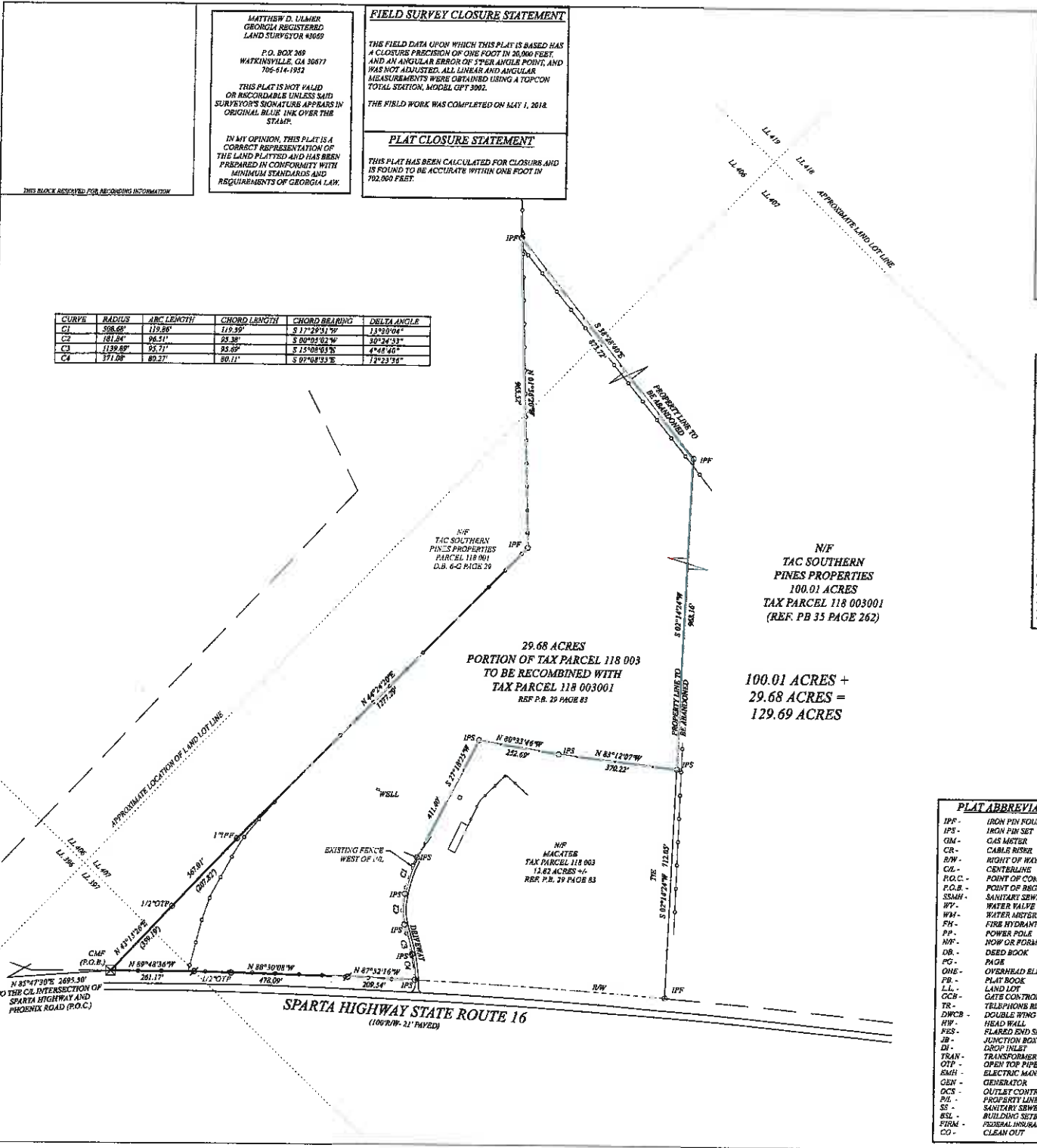
PROJECT  
 15-390S

ADMINSTRATIVE  
 RECOMBINATION PLAT

SHEET  
 1 OF 1



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	508.68'	119.86'	119.39'	S 17°29'51" W	13°29'04"
C2	181.84'	96.51'	83.38'	S 00°02'02" W	30°24'53"
C3	1139.88'	95.71'	83.69'	S 15°08'03" W	4°48'40"
C4	371.88'	89.37'	80.11'	S 07°08'53" E	7°23'36"

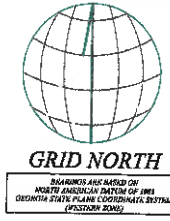


**SURVEYOR CERTIFICATIONS**

AS REQUIRED BY PARAGRAPH 10 OF O.C.G.A. SECTION 14-6-67, THIS PLAT HAS BEEN  
 PREPARED BY A LAND SURVEYOR AND APPROVED BY AN APPLICABLE LOCAL  
 JURISDICTION FOR RECORDING AS STIPULATED BY APPLICABLE CERTIFICATE  
 OF AUTHORITY, TERMS, OR OTHER INSTRUMENTS. SUCH APPLICABLE  
 APPROVATIONS SHOULD BE CONFIRMED WITH THE APPLICABLE LOCAL JURISDICTION.  
 NOTICES BY ANY JURISDICTION OF USE OF THIS PLAT SHOULD BE NOTIFIED BY THE  
 SURVEYOR. 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 14-6-67.

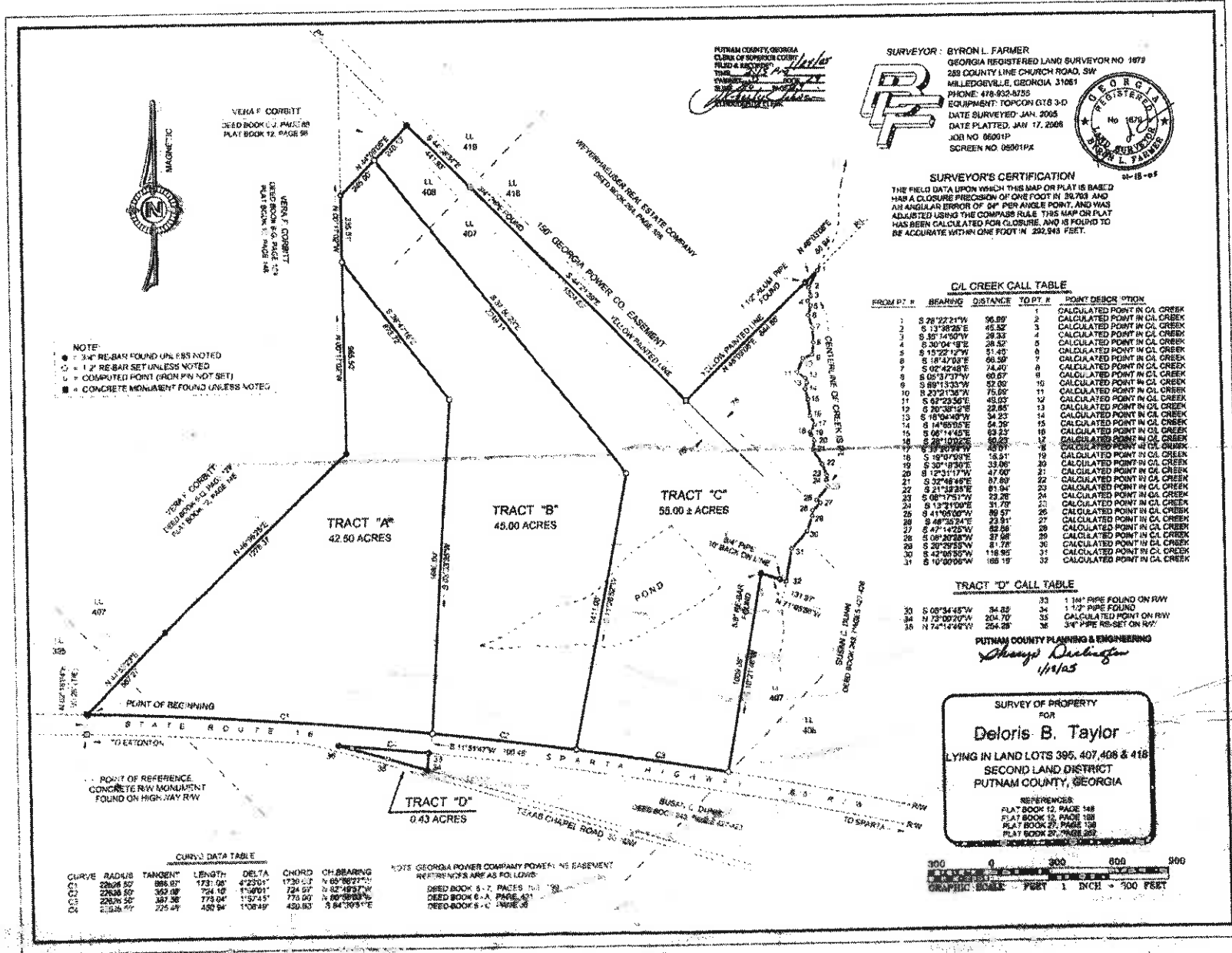
*Matthew D. Ulmer*  
 MATTHEW D. ULMER, GA. RL5 3069

- PLAT ABBREVIATIONS**
- IPF - IRON PIN FOUND
  - IPS - IRON PIN SET
  - GM - GAS METER
  - CR - CABLE RISER
  - R/W - RIGHT OF WAY
  - CL - CENTERLINE
  - P.O.C. - POINT OF COMMENCEMENT
  - P.O.B. - POINT OF BEGINNING
  - SSMH - SANITARY SEWER MANHOLE
  - WV - WATER VALVE
  - WM - WATER METER
  - FM - FIRE HYDRANT
  - PP - POWER POLE
  - N/P - NOW OR FORMERLY
  - DB - DEED BOOK
  - PG - PAGE
  - OHE - OVERHEAD ELECTRIC
  - PB - PLAT BOOK
  - LL - LAND LOT
  - CCB - GATE CONTROL BOX
  - TR - TELEPHONE RISER
  - DWPCB - DOUBLE WING CATCH BASIN
  - HW - HEAD WALL
  - FES - FLESHED END SECTION
  - JB - JUNCTION BOX
  - DI - DROP INLET
  - TRF - TRANSFORMER
  - OTF - OPEN TOP PIPE
  - EMH - ELECTRIC MANHOLE
  - GEN - GENERATOR
  - OCS - OUTLET CONTROL STRUCTURE
  - PL - PROPERTY LINE
  - SS - SANITARY SEWER
  - BSL - BUILDING SETBACK LINE
  - FIRM - FEDERAL INSURANCE RATE MAP
  - CO - CLEAN OUT



**SYMBOL LEGEND**

- CALCULATED POINT
- IRON MARKER FOUND
- 1/2 IRON PIN SET
- ⊗ CONCRETE MONUMENT
- FENCE



REC'D MAY 3 '18  
*RP*

**Backup material for agenda item:**

8. Consent Agenda
  - a. Approval of Minutes - May 31, 2018 Called Joint Meeting (staff-CC)
  - b. Approval of Minutes - June 1, 2018 Regular Meeting (staff-CC)
  - c. Authorization for Chairman to sign 2018 ACCG Group Health Benefits Program Health Promotion & Wellbeing Grant Application (staff-HR)

# PUTNAM COUNTY BOARD OF COMMISSIONERS



117 Putnam Drive, Suite A ♦ Eatonton, GA 31024

## Called Joint Meeting

### Minutes

Thursday, May 31, 2018 ♦ 1:00 PM

Putnam County Administration Building – Room 203

The Putnam County Board of Commissioners met on Thursday, May 31, 2018 at approximately 1:00 PM in the Putnam County Administration Building, 117 Putnam Drive, Room 203, Eatonton, Georgia

#### *PRESENT*

Vice Chairman Alan Foster  
 Commissioner Kelvin Irvin  
 Commissioner Daniel Brown  
 Commissioner Trevor Addison

#### *ABSENT*

Chairman Stephen Hersey

#### *STAFF PRESENT*

County Attorney Barry Fleming  
 County Manager Paul Van Haute  
 County Clerk Lynn Butterworth

#### *OTHERS PRESENT*

Mayor Walter Rocker, Jr.  
 Councilman Alvin Butts  
 Councilwoman Teresa Doster  
 Councilman James Gorley  
 Councilman Chuck Haley  
 Councilman Bill Mangum  
 Councilwoman Janie Reid  
 Councilman Chip Walker  
 City Attorney Chris Huskins  
 City Administrator Gary Sanders  
 City Clerk Sarah Abrams  
 Director of Public Administration Greg Boike, Middle Georgia Regional Commission



**Opening**

## 1. Call to Order

Mayor Rocker called the meeting to order at approximately 1:00 p.m. He introduced Mr. Wesley M. Corbitt from SDS Consultants, LLC. City Administrator Sanders distributed copies of the report from SDS Consultants. (Copy of agenda and report made a part of the minutes on minute book pages \_\_\_\_\_ to \_\_\_\_\_.)

**Called Meeting**

## 2. Discussion and possible action concerning the Putnam County - City of Eatonton Service Delivery Strategy

Mr. Corbitt explained that he was there to present the city's position on the Service Delivery Strategy and go through his analysis. He briefly explained what the Service Delivery Strategy is and the controlling legislation. He recommended getting another extension for the SDS due date. No action was taken.

**Closing**

## 3. Adjournment

Mayor Rocker adjourned the meeting at approximately 2:13 p.m.

ATTEST:

Lynn Butterworth  
County Clerk

Alan Foster  
Vice Chairman

# PUTNAM COUNTY BOARD OF COMMISSIONERS



117 Putnam Drive, Suite A ♦ Eatonton, GA 31024

## Minutes

Friday, June 1, 2018 ♦ 9:00 AM

Putnam County Administration Building – Room 203

The Putnam County Board of Commissioners met on Friday, June 1, 2018 at approximately 9:00 AM in the Putnam County Administration Building, 117 Putnam Drive, Room 203, Eatonton, Georgia

### *PRESENT*

Chairman Stephen Hersey  
 Commissioner Kelvin Irvin  
 Commissioner Daniel Brown  
 Commissioner Alan Foster  
 Commissioner Trevor Addison

### *STAFF PRESENT*

County Attorney Adam Nelson  
 County Manager Paul Van Haute  
 Assistant County Manager Lisa Jackson  
 County Clerk Lynn Butterworth

### **Opening**

1. Welcome - Call to Order

Chairman Hersey called the meeting to order at approximately 9:02 a.m. (Copy of agenda made a part of the minutes on minute book page \_\_\_\_\_.)

2. Invocation

The invocation was given by Pastor Garland Hart, Eatonton Presbyterian Church.

3. Pledge of Allegiance

The Pledge of Allegiance was led by Chairman Hersey.

### **Regular Business Meeting**

4. Public Comments

None

5. Approval of Agenda

**Motion to approve the agenda.**

**Motion made by Commissioner Addison, Seconded by Commissioner Irvin.**

**Voting Yea: Chairman Hersey, Commissioner Irvin, Commissioner Brown, Commissioner Foster, Commissioner Addison**

6. Consent Agenda

a. Approval of Minutes - May 15, 2018 Public Hearing and Regular Meeting (staff-CC)

**Motion to approve the Consent Agenda.**

**Motion made by Commissioner Addison, Seconded by Commissioner Irvin.**

**Voting Yea: Chairman Hersey, Commissioner Irvin, Commissioner Brown, Commissioner Foster, Commissioner Addison**

7. Bid Opening for Solicitation 18-42001-001 Asphaltic Concrete Resurfacing and Striping (staff-CM)

Mr. Larry Kaiser opened the bids and explained the bid opening process and requirements. Two bids were received:

1. Womack Paving Inc. \$5,440,351.65 - all requirements met
2. Pittman Construction Co. \$6,997,602.72 - all requirements met

No action was taken.

8. Final Plat Subdivision Approval for Enclave at Waterfront (staff-P&D)

Mr. Rick McAllister spoke in support of this request. No one signed in to speak against this item. He answered questions and thanked everyone that helped make this happen.

Planning & Development staff recommendation was for approval of the final plat.

**Motion to approve the Final Plat Subdivision for Enclave at Waterfront and authorize the Chairman to sign.**

**Motion made by Commissioner Foster, Seconded by Commissioner Addison.**

**Voting Yea: Chairman Hersey, Commissioner Irvin, Commissioner Brown, Commissioner Foster, Commissioner Addison**

9. Discussion and possible action on Courthouse Landscaping Plans (KI)

County Manager Van Haute explained the quote for a landscape designer.

After discussing various ideas such as master plans, courthouse lawn use, and tree types, the consensus was to appoint a Courthouse Landscaping Committee to assist with the project.

No action was taken.

10. Discussion and approval of an agreement to lease the County waterline to EPWSA (SH) County Attorney Nelson apologized that the proposed lease was not ready until late yesterday. He also advised that there were two items still to be determined: the length of the lease and the dollar amount.

**Motion for the Board of Commissioners to send a letter to EPWSA indicating our interest in having two members of their board meet with two members of our board to discuss the issues of the amount of the lease and the term.**

**Motion made by Commissioner Foster, Seconded by Commissioner Addison.**

**Voting Yea: Commissioner Foster**

**Voting Nay: Chairman Hersey, Commissioner Irvin, Commissioner Brown, Commissioner Addison**

Motion failed. Chairman Hersey directed County Attorney Nelson to set up the meeting with EPWSA to discuss these two issues. Commissioners Irvin and Addison will attend for the BOC.

### **Reports/Announcements**

#### 11. County Manager Report

County Manager Van Haute reported the following:

- ISO will be here next week with the Fire Department. The last inspection was 44/100 point away from a lower rating. The rating system has been changed, so we are hoping for lower rating.
- Public Works crews are trying to cut grass, but are behind because of the rain.
- Started a new twitter account - follow at [twitter.com/ga\\_county](https://twitter.com/ga_county)
- Work is underway to clean up Jimmy Davis Park.

#### 12. County Attorney Report

No report

#### 13. Commissioner Announcements

Commissioner Irvin: none

Commissioner Brown: thanked County Manager Van Haute and the Public Works Department for all the work at Jimmy Davis Park - it looks great

Commissioner Foster: none

Commissioner Addison: none

Chairman Hersey: reminded everyone that tomorrow is the 59th Annual Dairy Festival and sadly announced that Publix is discontinuing Wednesday senior discounts

**Closing**

14. Adjournment

**Motion to adjourn the meeting.**

**Motion made by Commissioner Addison, Seconded by Commissioner Irvin.**

**Voting Yea: Chairman Hersey, Commissioner Irvin, Commissioner Brown, Commissioner Foster, Commissioner Addison**

The meeting adjourned at approximately 10:53 a.m.

ATTEST:

Lynn Butterworth  
County Clerk

Stephen J. Hersey  
Chairman



2018



ACCG – Group Health Benefits Program  
Health Promotion & Wellbeing Grant

Grant Application

The Chairman or Director of Putnam County/Authority  
(NAME OF COUNTY OR AUTHORITY)

hereby acknowledges and verifies that they have read, support, and agree to fully comply with all of the requirements and activities of the ACCG – GHBP Health Promotion & Wellbeing Grant.

The designated Health Promotion Champion is: Cynthia Miller  
(CHAMPION OVERSEES COUNTY/AUTHORITY HEALTH PROMOTION & WELLBEING)

Health Promotion Champion's Title & Email Address: Human Resources Director- cmiller@putnamcountyga.us

The appointed ACCG – GHBP Insurance Contact is: Cynthia Miller  
(INSURANCE CONTACT RECEIVES ACCG - GHBP & BCBS INFORMATION)

GHBP Insurance Contact's Title & Email Address: Human Resources Director- cmiller@putnamcountyga.us

\_\_\_\_\_  
CHAIRMAN OR DIRECTOR (SIGNATURE)

June 19,2018  
DATE

All of the ACCG & LGRMS requirements must be met if chosen as a grant recipient. Collectively, selected members may receive up to \$20.00 per covered employee for implementation of approved health employee promotion and wellness activities and access to free Health Risk Appraisals.

For further assistance, contact Sherea Robinson of LGRMS Health Promotion Services at 678-686-6281 / 800-650-3120 or email [srobinson@lgrms.com](mailto:srobinson@lgrms.com).

The Health Promotion Grant Application and Questionnaire must be completed and submitted to Penny Henderson at ACCG on or before **July 6, 2018** to be eligible. *Originals are not necessary.*

Submit by Email to [accginsurance@accg.org](mailto:accginsurance@accg.org)



## Health Promotion & Wellbeing Grant

### 2018 GRANT QUESTIONNAIRE

*Please Complete the Following Organizational Information:*

**Applying Organization:** Putnam County Board of Commissioners

**Address:** 117 Putnam Drive, Suite 100, Eatonton Georgia, 31024

**Phone #** 706-485-1885 **Fax #** 706-485-6711

**County/Authority Administrator/Manager:** Cynthia Miller

**Email Address of Administrator/Manager:** cmiller@putnamcountyga.us

**Number of Employees with ACCG – GHBP / BCBSGa Health Insurance:** 179

#### QUESTIONS ON CURRENT HEALTH PROMOTION AND WELLBEING ACTIVITIES:

1. In the past has the county/authority provided any employee health promotion or wellbeing programs/activities? If so, what and when?

Yes, Pedometer challenge- April to June  
Wellness Bingo- June to July

Drink this not that challenge- June  
CPR/AED Training -June

2. Does the member currently offer or have in place any employee health promotion or wellbeing programs/activities? If so, what?

Yes, we have a fitness center, 24/7 access for all employees

3. Does the county/authority support employee participation in health promotion or wellbeing programs/activities such as blood drives, Walk for the Cure, Diabetes Walks, March of Dimes, etc.?

Yes

4. Is there currently any budgeted funding for health promotion or wellbeing programs/activities? If so, how much?

No

5. Has the member previously received the ACCG - GHBP Health Promotion & Wellbeing Grant?



**YES** To be considered for the ACCG - GHBP Health & Wellbeing Promotion Grant, applicant must attach a general proposal outlining the activities planned for 2018.



**NO** Submit the applicant's goals and objectives for the Employee Health & Wellbeing Program.

**Backup material for agenda item:**

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



**GEORGIA INDIGENT DEFENSE SERVICES AGREEMENT**

**THIS AGREEMENT** is entered into this 1<sup>st</sup> day of July, 2018, among the Georgia Public Defender Council (herein referred to as “**GPDC**”), the Circuit Public Defender Office of the Ocmulgee Judicial Circuit (herein referred to as “**the Public Defender Office**”), and the governing authority of Putnam County, body politic and a subdivision of the State of Georgia (herein referred to as “**the County**”) and is effective July 1, 2018.

**WITNESSETH:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**ARTICLE 1**

**STATUTORY PERSONNEL**

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

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

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

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

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

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

## ARTICLE 2

### ADDITIONAL PERSONNEL AND SERVICES

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

## ARTICLE 3

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

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

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

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

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

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

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

**ARTICLE 4**

**TRAVEL AND REIMBURSEMENT OF EXPENSES**

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

**ARTICLE 5**

**MISCELLANEOUS**

**Section 5.01 Term.** The term of this agreement is one (1) year beginning July 1, 2018 and ending June 30, 2019.

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

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

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

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

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

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

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

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

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

**Putnam County:**

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

**Georgia Public Defender Council:**

Bryan Tyson, Director  
104 Marietta Street, Suite 400  
Atlanta, Georgia 30303

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

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

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

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

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

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

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

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

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



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

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

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

ATTEST:

**Putnam County**

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

ATTEST:

**Circuit Public Defender**

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

ATTEST:

Consented to:

**Georgia Public Defender Council**

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

ATTACHMENT B – Personnel & Operating Expenditures

Putnam County

July 1, 2018 – June 31, 2019

The County agrees to pay the Public Defender Office \$88,983.58 in 12 monthly installments of \$7,415.30. Installments are due to the Georgia Public Defender Council (GPDC) on the 15<sup>th</sup> of the preceding month beginning on June 15, 2018. Invoices will be sent to the following address:

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

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

GPDC  
Attn: Jason Ring  
104 Marietta Street  
Suite 400  
Atlanta, GA 30303

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

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

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

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

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

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

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

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

- (a) State Court of Putnam County.
  - (1) Misdemeanor or ordinance violation cases in which there is a possibility that a sentence of imprisonment or probation or suspension of sentence of imprisonment may be adjudged.
  - (2) Hearings on a revocation of probation.

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

**OCMULGEE CIRCUIT PUBLIC DEFENDER OFFICE**

July 1, 2018 - June 30, 2019

COUNTY FUNDED - Public Defender and Assistants							
Name	#	Salaries	FICA	Retirement	Health Insurance	Unemployment	Total
			7.65% of Salary	24.66% of Salary	33.214% of Salary	\$31 per Position	
<b>TOTAL:</b>	5	\$ 293,562.00	\$ 22,457.49	\$ 72,392.39	\$ 97,503.68	\$ 155.00	\$ 486,070.56

COUNTY FUNDED - Public Defender Administrative							
Name	#	Salaries	FICA	Retirement	Health Insurance	Unemployment	Total
			7.65% of Salary	24.66% of Salary	33.214% of Salary	\$31 per Position	
<b>TOTAL:</b>	2	\$ 53,334.96	\$ 2,958.17	\$ 8,689.93	\$ 11,704.27	\$ 31.00	\$ 76,718.33

COUNTY FUNDED - Office Expenditures			
		Per Month	Annual
Postage	*	\$ 182.41	\$ 2,188.97
Printing, Publications, & Media	*	\$ 152.01	\$ 1,824.14
Supplies & Materials	*	\$ 486.44	\$ 5,837.24
Repairs & Maintenance	*	\$ 273.62	\$ 3,283.45
Rents Other than Real Estate	*	\$ 622.49	\$ 7,469.94
Other Operating	*	\$ 486.44	\$ 5,837.24
Real Estate Rentals	*	\$ 2,400.00	\$ 28,800.00
Professional Services	*	\$ 152.01	\$ 1,824.14
Telecommunications (GTA)	*	\$ 194.57	\$ 2,334.90
Telecommunications (AT&T, etc)	*	\$ 652.90	\$ 7,834.77
<b>TOTAL:</b>		\$ 5,602.90	\$ 67,234.78

TOTAL EXPENDITURES			
		Personnel	Operating
Public Defender and Assistants	*	\$ 486,070.56	
Public Defender Administrative	*	\$ 76,718.33	
LESS: FY 18 Rollover		\$ (14,755.41)	
5% Administrative Fee	*	\$ 28,139.44	
Office Expenditures	*		\$ 67,234.78
4% Administrative Fee	*		\$ 2,689.39
<b>TOTAL:</b>		\$ 576,172.93	\$ 69,924.17

	Without Offset	With Offset
Total Personnel (without \$75,450.00 offset)	\$ 500,722.93	\$ 576,172.93
Total Operating Contract	\$ 69,924.17	\$ 69,924.17
	\$ 570,647.09	\$ 646,097.09

BREAKDOWN BY COUNTY			
		Monthly	Annual
City of Gray	*	\$ 275.00	\$ 3,300.00
City of Eatonton	*	\$ 250.00	\$ 3,000.00
City of Gordon	*	\$ 83.33	\$ 1,000.00
City of Union Point	*	\$ 83.33	\$ 1,000.00
Baldwin	28.16%	\$ 16,666.19	\$ 199,994.22
Greene	9.85%	\$ 5,084.06	\$ 61,008.74
Hancock	5.81%	\$ 2,762.88	\$ 33,154.60
Jasper	8.56%	\$ 4,070.62	\$ 48,847.39
Jones	17.66%	\$ 9,118.86	\$ 109,426.28
Morgan	11.00%	\$ 5,230.93	\$ 62,771.18
Putnam	13.07%	\$ 7,415.30	\$ 88,983.59
Wilkinson	5.89%	\$ 2,800.93	\$ 33,611.11
<b>CIRCUIT WIDE TOTAL:</b>	100%	\$ 53,841.43	\$ 646,097.10

OFFSET FUNDS	
County/City	Amount
City of Gray	\$ 3,300.00
City of Eatonton	\$ 3,000.00
City of Gordon	\$ 1,000.00
City of Union Point	\$ 1,000.00
Baldwin	\$ 39,300.00
Greene	\$ 4,800.00
Jones	\$ 8,650.00
Putnam	\$ 14,400.00
<b>Total</b>	\$ 75,450.00

\*Includes salary, benefits and 5% admin fee

BREAKDOWN BY COUNTY (Personnel)			
		Monthly	Annual
City of Gray	*	\$ 275.00	\$ 3,300.00
City of Eatonton	*	\$ 250.00	\$ 3,000.00
City of Gordon	*	\$ 83.33	\$ 1,000.00
City of Union Point	*	\$ 83.33	\$ 1,000.00
Baldwin	28.16%	\$ 15,025.30	\$ 180,303.58
Greene	9.85%	\$ 4,510.10	\$ 54,121.21
Hancock	5.81%	\$ 2,424.33	\$ 29,092.00
Jasper	8.56%	\$ 3,571.82	\$ 42,861.88
Jones	17.66%	\$ 8,089.81	\$ 97,077.67
Morgan	11.00%	\$ 4,589.96	\$ 55,079.52
Putnam	13.07%	\$ 6,653.71	\$ 79,844.49
Wilkinson	5.89%	\$ 2,457.72	\$ 29,492.58
<b>CIRCUIT WIDE TOTAL:</b>	100%	\$ 48,014.41	\$ 576,172.93

ROLLOVER: FY 18 ⇒ FY 19		
County	Amount	%
City of Gray	\$ -	0.00%
City of Eatonton	\$ -	0.00%
City of Gordon	\$ -	0.00%
City of Union Point	\$ -	0.00%
Baldwin	\$ 4,618.80	31.30%
Greene	\$ 1,409.17	9.55%
Hancock	\$ 789.98	5.35%
Jasper	\$ 1,128.38	7.65%
Jones	\$ 2,527.51	17.13%
Morgan	\$ 1,450.02	9.83%
Putnam	\$ 2,055.13	13.93%
Wilkinson	\$ 776.42	5.26%
<b>Total</b>	\$ 14,755.41	100.00%

BREAKDOWN BY COUNTY (Operating)			
		Monthly	Annual
Baldwin	28.16%	\$ 1,640.89	\$ 19,690.64
Greene	9.85%	\$ 573.96	\$ 6,887.53
Hancock	5.81%	\$ 338.55	\$ 4,062.59
Jasper	8.56%	\$ 498.79	\$ 5,985.51
Jones	17.66%	\$ 1,029.05	\$ 12,348.61
Morgan	11.00%	\$ 640.97	\$ 7,691.66
Putnam	13.07%	\$ 761.59	\$ 9,139.09
Wilkinson	5.89%	\$ 343.21	\$ 4,118.53
<b>CIRCUIT WIDE TOTAL:</b>	100%	\$ 5,827.01	\$ 69,924.17

**Backup material for agenda item:**

10. Final Plat Approval for Meadow Crest Subdivision (staff-P&D)



# PUTNAM COUNTY PLANNING & DEVELOPMENT

117 Putnam Drive, Suite B ♦ Eatonton, GA 31024

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

*slw*  
JUN13 10:54AM

### REQUEST FOR FINAL PLAT SUBDIVISION APPROVAL

THE UNDERSIGNED HEREBY REQUESTS AN INSPECTION OF SUBDIVISION FOR FINAL PLAT APPROVAL.

APPLICANT: Kevin Price

ADDRESS: 2500 Daniels Bridge Road, Bldg 100, 2nd Floor  
Athens, GA 30606

PHONE: 770-855-4001

PROPERTY OWNER IS DIFFERENT FROM ABOVE: Liberty Marts LLC

ADDRESS: Same as Above

PHONE: \_\_\_\_\_

#### PROPERTY:

SUBDIVISION NAME: Meadowcrest Subdivision

LOCATION: +/- 440 Old Phoenix Road, Eatonton, GA

MAP 104 PARCEL 022 001 NUMBER OF ACRES 17 PHASE 1

#### SUPPORTING INFORMATION ATTACHED TO APPLICATION:

- \_\_\_\_\_ FOUR COPIES OF THE AS-BUILT SURVEY
- \_\_\_\_\_ BOND FOR PERFORMANCE/MAINTENANCE
- \_\_\_\_\_ DEDICATION DEEDS FOR EASEMENTS, STREETS, and RIGHT-OF-WAYS
- NA RECORDING FEE (\$8.00 PER PAGE)

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

\*SIGNATURE OF APPLICANT: *Kevin Price* DATE: 6-5-18

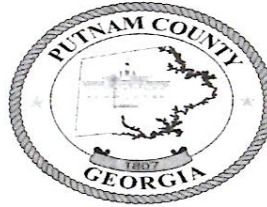
#### FOR OFFICE USE

DATE FILED: 6-8-18 CHECK NO. \_\_\_\_\_ CASH \_\_\_\_\_  
 CREDIT CARD \_\_\_\_\_ AMOUNT \$ \_\_\_\_\_ RECEIPT# \_\_\_\_\_  
 BOC MEETING \_\_\_\_\_ DATE SIGNED: \_\_\_\_\_  
 DATE RECORDED: \_\_\_\_\_ PLATS PICKED UP BY: \_\_\_\_\_  
 DATE \_\_\_\_\_

**Backup material for agenda item:**

11. Awarding of Solicitation 18-42001-001 Asphaltic Concrete Resurfacing and Striping (staff-CM)





## ASPHALTIC CONCRETE RESURFACING & STRIPING

**18-42001-001**

BID OPENING: June 1<sup>st</sup>, 2018; 9:00 AM

BIDDER	ITB COMPLETED	BID FORM & ADDENDA ACKNOW. (3 addendums) (yes/no)	BID BOND (3 pages) (yes/no)	QUALIFICATIONS CERTIFICATE & CERTIFICATION (yes/no)	LIST OF SUBCONTRACTORS (yes/no)	CONTRACTOR AFFIDAVIT & AGREEMENT E-VERIFY (yes/no)	SUBCONTRACTOR AFFIDAVIT & AGREEMENT E-VERIFY (yes/no)	DISCLOSURE FORM (yes/no)	CERTIFICATE OF SPONSOR DRUG FREE WORKPLACE (yes/no)	BID SCHEDULE & BID AMOUNT W/SIGNATURE (TOTAL BID \$)
Worlock Paving Inc.	YES	YES	YES	YES	YES	YES	YES	YES	YES	5,440,351.65
Putnam Construction Co.	YES	YES	YES	YES	YES	YES	YES	YES	YES	6,997,602.72

BIDS RECEIVED BY: James K. Kaiser Kaiser

[Signature] Van Haute

DATE: 6/1/18

**NOTE:** Bids not official until bid schedule is verified and all required submittals are submitted in accordance with the project bid documents and/or specifications

**Backup material for agenda item:**

19. County Attorney Business and Report

- a. Discussion and possible action regarding Service Delivery Strategy extension



SERVICE DELIVERY STRATEGY

FORM 1

COUNTY: PUTNAM

I. GENERAL INSTRUCTIONS:

1. FORM 1 is required for ALL SDS submittals. Only one set of these forms should be submitted per county. The completed forms shall clearly present the collective agreement reached by all cities and counties that were party to the service delivery strategy.
2. List each local government and/or authority that provides services included in the service delivery strategy in Section II below.
3. List all services provided or primarily funded by each general purpose local government and/or authority within the county that are continuing *without change* in Section III, below. (It is acceptable to break a service into separate components if this will facilitate description of the service delivery strategy.)

OPTION A <i>Revising or Adding to the SDS</i>	OPTION B <i>Extending the Existing SDS</i>
<ol style="list-style-type: none"> <li>4. List all services provided or primarily funded by each general purpose local government and authority within the county which are revised or added to the SDS in Section IV, below. (It is acceptable to break a service into separate components if this will facilitate description of the service delivery strategy.)</li> <li>5. For <b>each</b> service or service component listed in Section IV, complete a separate, updated <i>Summary of Service Delivery Arrangements</i> form (FORM 2).</li> <li>6. Complete one copy of the <i>Certifications</i> form (FORM 4) and have it signed by the authorized representatives of participating local governments. [Please note that DCA cannot validate the strategy unless it is signed by the local governments required by law (see Instructions, FORM 4).]</li> </ol>	<ol style="list-style-type: none"> <li>4. In Section IV type, "NONE."</li> <li>5. Complete one copy of the <i>Certifications for Extension of Existing SDS</i> form (FORM 5) and have it signed by the authorized representatives of the participating local governments. [Please note that DCA cannot validate the strategy unless it is signed by the local governments required by law (see Instructions, FORM 5).]</li> <li>6. Proceed to step 7, below.</li> </ol> <div data-bbox="841 1182 1539 1417" style="background-color: #000080; color: white; padding: 10px; text-align: center;"> <p><b>For answers to most frequently asked questions on Georgia's Service Delivery Act, links and helpful publications, visit DCA's website at <a href="http://www.dca.ga.gov/development/PlanningQualityGrowth/programs/servicedelivery.asp">http://www.dca.ga.gov/development/PlanningQualityGrowth/programs/servicedelivery.asp</a>, or call the Office of Planning and Quality Growth at (404) 679-5279.</b></p> </div>

7. If any of the conditions described in the existing *Summary of Land Use Agreements* form (FORM 3) have changed or if it has been ten (10) or more years since the most recent FORM 3 was filed, update and include FORM 3 with the submittal.
8. Provide the completed forms and any attachments to your regional commission. The regional commission will upload digital copies of the SDS documents to the Department's password-protected web-server.

NOTE: ANY FUTURE CHANGES TO THE SERVICE DELIVERY ARRANGEMENTS DESCRIBED ON THESE FORMS WILL REQUIRE AN UPDATE OF THE SERVICE DELIVERY STRATEGY AND SUBMITTAL OF REVISED FORMS AND ATTACHMENTS TO THE GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS UNDER THE "OPTION A" PROCESS DESCRIBED, ABOVE.

**II. LOCAL GOVERNMENTS INCLUDED IN THE SERVICE DELIVERY STRATEGY:**

In this section, list all local governments (including cities located partially within the county) and authorities that provide services included in the service delivery strategy.

Putnam County, City of Eatonton, Putnam County Development Authority, Eatonton-Putnam Water and Sewer Authority, Hospital Authority of Putnam County, Regional Library Authority

**III. SERVICES INCLUDED IN THE EXISTING SERVICE DELIVERY STRATEGY THAT ARE BEING EXTENDED WITHOUT CHANGE:**

In this section, list each service or service component already included in the existing SDS which will continue as previously agreed with no need for modification.

Ambulance, Animal Control, Building Inspection, Cemetery, Code Enforcement, Courts, E-911, Economic Development, Emergency Management, Fire Protection, Golf Course, Hospital, Indigent Defense, Inert Landfill, Jail Operations, Law Enforcement, Library, Public Transportation, Recreation, Rescue Services, Roads and Bridges, Senior Center, Sewerage Collection/Treatment, Solid Waste Collection/Recycling, Solid Waste Disposal, Stormwater Management, Street Lighting, Water Services, Zoning

**IV. SERVICES THAT ARE BEING REVISED OR ADDED IN THIS SUBMITTAL:**

In this section, list each new service or new service component which is being added and each service or service component which is being revised in this submittal. For each item listed here, a separate Summary of Service Delivery Arrangements form (FORM 2) must be completed.

None



SERVICE DELIVERY STRATEGY

FORM 5: Certifications for Extension of Existing SDS

Instructions: This two page form must, at a minimum, be signed by an authorized representative of the following governments: 1) the county; 2) the city serving as the county seat; 3) all cities having a 2010 population of over 9,000 residing within the county; and 4) no less than 50% of all other cities with a 2010 population of between 500 and 9,000 residing within the county.

If the strategy for providing ANY local service is being revised, FORM 5 CANNOT be used. When revisions are necessary, a submittal MUST include updates to FORM 1, FORM 2, and FORM 4 that cover ALL local services.

COUNTY: PUTNAM

We, the undersigned authorized representatives of the jurisdictions listed below, certify that:

- 1. We have reviewed our existing Service Delivery Strategy (SDS) and have determined that it continues to accurately reflect our preferred arrangements for providing ALL local services throughout our county and no changes in our Strategy are needed at this time. We authorize its extension until:

Table with 2 columns: Select 1 box, below and Type End-Year Below. The table shows a selection for October 31, 2018.

- 2. Each of our governing bodies (County Commission and City Councils) that are a party to this strategy have adopted resolutions agreeing to the Service Delivery arrangements identified in our strategy and have executed agreements for implementation of our service delivery strategy (O.C.G.A. 36-70-21);
3. Our service delivery strategy continues to promote the delivery of local government services in the most efficient, effective, and responsive manner for all residents, individuals and property owners throughout the county (O.C.G.A. 36-70-24(1));
4. Our service delivery strategy continues to provide that water or sewer fees charged to customers located outside the geographic boundaries of a service provider are reasonable and are not arbitrarily higher than the fees charged to customers located within the geographic boundaries of the service provider (O.C.G.A. 36-70-24 (2));
5. Our service delivery strategy continues to ensure that the cost of any services the county government provides (including those jointly funded by the county and one or more municipalities) primarily for the benefit of the unincorporated area of the county are borne by the unincorporated area residents, individuals, and property owners who receive such service (O.C.G.A. 36-70-24 (3));
6. Our Service Delivery Strategy continues to ensure that the officially adopted County and City land use plans of all local governments located in the County are compatible and nonconflicting (O.C.G.A. 36-70-24 (4)(A));
7. Our Service Delivery Strategy continues to ensure that the provision of extraterritorial water and sewer services by any jurisdiction is consistent with all County and City land use plans and ordinances (O.C.G.A. 36-70-24 (4)(B)); and
8. DCA has been provided a copy of this certification and copies of all forms, maps and supporting agreements needed to accurately depict our agreed upon strategy (O.C.G.A. 36-70-27).

JURISDICTION	TITLE	NAME	SIGNATURE	DATE
<u>CITY OF EATONTON</u>	Mayor	Walter C. Rucker, Jr.		
<u>PUTNAM COUNTY</u>	Chairman	Stephen J. Hersey		