

PUTNAM COUNTY BOARD OF COMMISSIONERS



117 Putnam Drive, Suite A ♦ Eatonton, GA 31024

Agenda

Friday, February 5, 2021 ♦ 9:00 AM

Putnam County Administration Building – Room 203

Opening

1. Welcome - Call to Order
2. Approval of Agenda
3. Invocation - Rev. Ford G'Segner
4. Pledge of Allegiance (JW)
5. Special Presentations
 - a. Alice Walker Proclamation
 - b. GPSTC Recognition

Regular Business Meeting

6. Public Comments
7. Consent Agenda
 - a. Approval of Minutes - January 19, 2021 Regular Meeting (staff-CC)
 - b. Approval of Minutes - January 22, 2021 Called Meeting (staff-CC)
 - c. Approval of Minutes - January 28, 2021 Called Meeting (staff-CC)
 - d. Approval of 2021 Alcohol Licenses (staff-CC)
 - e. Authorization for Chairman to sign Judicial Alternatives of Georgia Probation Services Agreement for Putnam County Superior Court (Judge Trammell)
8. Approval to allow employees to convert vacation leave in excess of 240 hours into a 401/457 Plan (staff-CM/HR)
9. Request from PDA to allow the BOC to proceed with engineering and construction of the right turn lane on Dennis Station Road (BS/JW)
10. Authorization for Chairman to sign Settlement Agreement between Putnam County and Pittman Construction Company (staff-CM)

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.

File Attachments for Item:

7. Consent Agenda

- a. Approval of Minutes - January 19, 2021 Regular Meeting (staff-CC)
- b. Approval of Minutes - January 22, 2021 Called Meeting (staff-CC)
- c. Approval of Minutes - January 28, 2021 Called Meeting (staff-CC)
- d. Approval of 2021 Alcohol Licenses (staff-CC)
- e. Authorization for Chairman to sign Judicial Alternatives of Georgia Probation Services Agreement for Putnam County Superior Court (Judge Trammell)

PUTNAM COUNTY BOARD OF COMMISSIONERS



117 Putnam Drive, Suite A ♦ Eatonton, GA 31024

Minutes

Tuesday, January 19, 2021 ♦ 6:30 PM

Putnam County Administration Building – Room 203

The Putnam County Board of Commissioners met on Tuesday, January 19, 2021 at approximately 6:30 PM in the Putnam County Administration Building, 117 Putnam Drive, Room 203, Eatonton, Georgia.

PRESENT

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

STAFF PRESENT

- County Attorney Adam Nelson
- County Manager Paul Van Haute
- Planning & Development Director Lisa Jackson
- Zoning Coordinator Courtney Andrews

Opening

1. Welcome - Call to Order

Chairman Webster called the meeting to order at approximately 6:30 p.m. (Copy of agenda made a part of the minutes on minute book page _____.)

2. Approval of Agenda

Chairman Webster advised that item #8c "Approval of 2021 Alcohol Licenses" needed to be removed from the agenda.

Motion to approve the agenda with the removal of item #8c.

Motion made by Commissioner Sharp, Seconded by Commissioner McElhenney.

Voting Yea: Commissioner McElhenney, Commissioner Brown, Commissioner Sharp, Commissioner Wooten

3. Invocation

Rev. Pete Mattix gave the invocation.

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4. Pledge of Allegiance (BS)

Commissioner Sharp led the Pledge of Allegiance.

Zoning Public Hearing

- 5. Request by Willie David Copelan to rezone 5.00 acres from AG-2 to C-2 at 931 Pea Ridge Road [Map 092, Part of Parcel 017001001, District 2] (staff-P&D) (tabled from 12/15/2020 meeting)

Attorney Russell Wall, representing Willie David Copelan, spoke in support of this request and submitted a handout. Also speaking in support were Ms. Renee Fontenot and Mr. Mike Rountree.

The following individuals spoke against this item: Ms. Tracy Martin, Mr. Scott Martin, Mr. Jon King, Ms. Heidi King (handout), and Ms. Peggy Fuller.

Planning & Development staff recommendation was for approval to rezone 5.00 acres at 931 Pea Ridge Road [Map 092, Parcel 017001001, District 2] from AG-2 to C-1 with the following conditions: 1) the developer shall construct a deceleration lane in accordance with the Georgia Department of Transportation Regulations for Driveway & Encroachment Control to service the entrance on Pea Ridge Road of the development, 2) additional right-of-way to accommodate the deceleration lane and a ten-foot shoulder shall be dedicated by the developer to the county.

Motion to deny the request by Willie David Copelan to rezone 5.00 acres from AG-2 to C-2 at 931 Pea Ridge Road [Map 092, Part of Parcel 017001001].

Motion made by Commissioner Brown, Seconded by Commissioner McElhenney.

Voting Yea: Chairman Webster, Commissioner McElhenney, Commissioner Brown

Voting Nay: Commissioner Sharp

Voting Abstaining: Commissioner Wooten (for personal reasons)

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

- 6. Request by Zeke Long, agent for Tyler Land Holdings LLC, to rezone 2.76 acres from C-1 to C-2 on Greensboro Road [Map 103A, Part of Parcel 062, District 3] (staff-P&D) (tabled from 12-15-2020 meeting)

Mr. Rett Tyler, founder of Skier's Marine, spoke in support of this request and submitted a handout. Mr. Matthew Zieg also spoke in support.

Mr. Tom Frey spoke against this item and had a presentation on the screens. Mr. Jimmy Butts and Mr. Frank Filicicchia also spoke in opposition.

Planning & Development staff recommendation was for denial to rezone 2.76 acres on Greensboro Road [Map 103A, Part of Parcel 062] from C-1 to C-2.

Motion to approve the request by Zeke Long, agent for Tyler Land Holdings LLC, to rezone 2.76 acres from C-1 to C-2 on Greensboro Road [Map 103A, Part of Parcel 062] with the following conditions: 1) the property shall be limited to the following use: Boat and trailer sales and service, 2) all boats, trailers, and any other equipment for sale shall be stored behind the proposed building and shall not be stored between the proposed building and the county right-of-way, 3) the storage area for boats, trailers, and any other equipment for sale shall be fenced in with a fence a minimum of 6 foot in height; such fencing shall include screening necessary to obstruct view by either opaque or semi-opaque means, 4) any and all service on boats, trailers, and any other equipment to be serviced on site shall take place within the confines of a permanent structure, 5) all outdoor lighting

will be aimed inward, 6) 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 Commissioner Sharp, Seconded by Commissioner Brown.

Voting Yea: Commissioner McElhenney, Commissioner Brown, Commissioner Sharp, Commissioner Wooten

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

Regular Business Meeting

7. Public Comments

None

8. Consent Agenda

- a. Approval of Minutes - January 8, 2021 Regular Meeting (staff-CC)
- b. Approval of Minutes - January 11, 2021 Called Meeting (staff-CC)
- c. Approval of 2021 Alcohol License (staff-CC)

Item c was removed from the Consent Agenda.

Motion to approve items a. and b. of the Consent Agenda.

Motion made by Commissioner Sharp, Seconded by Commissioner Wooten.

Voting Yea: Commissioner McElhenney, Commissioner Brown, Commissioner Sharp, Commissioner Wooten

9. Authorization for staff to schedule Public Hearing for proposed changes to the Putnam County Code of Ordinances - Chapter 6 (Alcohol), Chapter 66 (Zoning), and Appendix D (Short Term Vacation Rental) (staff-CA & CC)

County Attorney Fleming reviewed the proposed changes.

Motion to authorize staff to schedule Public Hearing for proposed changes to the Putnam County Code of Ordinances - Chapter 6 (Alcohol), Chapter 66 (Zoning), and Appendix D (Short Term Vacation Rental).

Motion made by Commissioner McElhenney, Seconded by Commissioner Brown.

Voting Yea: Commissioner McElhenney, Commissioner Brown, Commissioner Sharp, Commissioner Wooten

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

Reports/Announcements

10. County Manager Report

County Manager Van Haute reported that the "Employee Spotlight" was on every employee this month in appreciation for all their hard work and a pizza lunch was provided for all of them.

11. County Attorney Report

No report.

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12. Commissioner Announcements

Commissioner McElhenney: none

Commissioner Brown: requested that if constituents call him, to please leave a call back number on his answering machine

Commissioner Sharp: reminded everyone about the COVID-19 vaccine being for groups 1 and 1A and advised of several locations that are distributing the vaccine

Commissioner Wooten: none

Chairman Webster: commented on the distribution methods of the COVID-19 vaccine

Closing

13. Adjournment

Motion to adjourn the meeting.

Motion made by Commissioner Brown, Seconded by Commissioner Wooten.

Voting Yea: Commissioner McElhenney, Commissioner Brown, Commissioner Sharp, Commissioner Wooten

Meeting adjourned at approximately 8:15 p.m.

ATTEST:

Lynn Butterworth
County Clerk

Billy Webster
Chairman

PUTNAM COUNTY BOARD OF COMMISSIONERS



117 Putnam Drive, Suite A ♦ Eatonton, GA 31024

Called Meeting

Minutes

Friday, January 22, 2021 ♦ 2:00 PM

Putnam County Administration Building – Room 203

The Putnam County Board of Commissioners met on Friday, January 22, 2021 at approximately 2:00 PM in the Putnam County Administration Building, 117 Putnam Drive, Room 203, Eatonton, Georgia.

PRESENT

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

STAFF PRESENT

- County Attorney Adam Nelson
- County Manager Paul Van Haute
- Planning & Development Director Lisa Jackson
- Zoning Coordinator Courtney Andrews

Opening

1. Call to Order

Chairman Webster called the meeting to order at approximately 2:00 p.m. (Copy of agenda made a part of the minutes on minute book page _____.)

2. Pledge of Allegiance (BS)

Commissioner Sharp led the Pledge of Allegiance.

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January 22, 2021		

Called Meeting

3. Approval of the Settlement Agreement with Anchors Marina (BW)

County Attorney Nelson explained the purpose of the meeting is to consider a settlement agreement between the BOC and 1054 Lake Oconee Parkway LLC concerning the issuance of a temporary certificate of occupancy for the boat storage facility at the same location.

Mr. Doug Dillard spoke in support of the settlement agreement. Mr. David Nix spoke against this item.

Motion to authorize the Chairman to sign the Release and Settlement Agreement with Anchors Marina.

Motion made by Commissioner Sharp, Seconded by Commissioner Brown.

Voting Yea: Commissioner Brown, Commissioner Sharp, Commissioner Wooten

Voting Nay: Commissioner McElhenney

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

Motion to allow the event scheduled at 1054 Lake Oconee Parkway on January 23 and 24, 2021 to proceed without a special event permit on the condition that any and all regulations established by County staff and Sheriff Sills be followed.

Motion made by Commissioner Sharp, Seconded by Commissioner Brown.

Voting Yea: Commissioner Brown, Commissioner Sharp, Commissioner Wooten

Voting Nay: Commissioner McElhenney

Closing

4. Adjournment

Motion to adjourn the meeting.

Motion made by Commissioner Brown, Seconded by Commissioner Sharp.

Voting Yea: Commissioner McElhenney, Commissioner Brown, Commissioner Sharp, Commissioner Wooten

Meeting adjourned at approximately 2:15 p.m.

ATTEST:

Lynn Butterworth
County Clerk

Billy Webster
Chairman

PUTNAM COUNTY BOARD OF COMMISSIONERS



117 Putnam Drive, Suite A ♦ Eatonton, GA 31024

Called Meeting

Minutes

Thursday, January 28, 2021 ♦ 2:00 PM

Putnam County Administration Building – Room 203

The Putnam County Board of Commissioners met on Thursday, January 28, 2021 at approximately 2:00 PM in the Putnam County Administration Building, 117 Putnam Drive, Room 203, Eatonton, Georgia.

PRESENT

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

STAFF PRESENT

- County Manager Paul Van Haute
- County Clerk Lynn Butterworth

Opening

1. Call to Order

Chairman Webster called the meeting to order at approximately 2:05 p.m. (Copy of agenda made a part of the minutes on minute book page _____.)

2. Pledge of Allegiance (BS)

Commissioner Sharp led the Pledge of Allegiance.

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January 28, 2021		

Called Meeting

3. Discussion and Possible Action concerning PGH's Financials (BW)

Chairman Webster explained that speakers would be allowed 5 minutes each to speak.

Speaking in support of funding for PGH from the BOC: Ms. Glenda Ridley, Mr. Tony Franklin, Ms. Judy Fain, Mr. Jeff Hodge, Mr. Tom Thompson, Ms. Anita Morris, Ms. Pam Douglas (handout distributed), and Mr. Alan Horton who requested the continuation of annual funding for indigent care and asked how can we work together to pay down the debt.

Chairman Webster advised that there were two issues to consider: 1. will the county participate in a loan to help pay off the debt of PGH? and 2. will the county continue the subsidy to PGH? He requested a specific formal proposal from PGH on how a loan would work, what they expect from the county, why does the hospital need the county to co-sign, and how does the hospital intend to repay the loan.

Motion to continue the subsidy to PGH at the rate of \$400,000 per year with the first quarter already being paid.

Motion made by Commissioner Sharp, Seconded by Commissioner McElhenney.

Voting Yea: Commissioner McElhenney, Commissioner Brown, Commissioner Sharp, Commissioner Wooten

Closing

4. Adjournment

Motion to adjourn the meeting.

Motion made by Commissioner Sharp, Seconded by Commissioner Wooten.

Voting Yea: Commissioner McElhenney, Commissioner Brown, Commissioner Sharp, Commissioner Wooten

Meeting adjourned at approximately 3:46 p.m.

ATTEST:

Lynn Butterworth
County Clerk

Billy Webster
Chairman

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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

Approval of 2021 Alcohol Licenses

The following alcohol license applications (which are available for review in the County Clerk’s office) have been approved by the Sheriff, Fire Marshal and/or Building Inspector, and Tax Commissioner and are ready for BOC approval:

Individual Name	Business Name	Address	License Type
Miao Ying Wu	Inaho Japanese Steak & Sushi	103 Harmony Crossing, Suite 6	Retail Consumption on Premises: Malt Beverages and/or Wine and Distilled Spirits
Michael John Jansen	The Grill at Crooked Creek Marina	208 Crooked Creek Drive	Retail Package: Malt Beverages and Wine AND Retail Consumption on Premises: Malt Beverages and/or Wine and Distilled Spirits
Veronica Montiel	El Sitio Mexican Grill	106 Harmony Crossing, Suite 5	Retail Consumption on Premises: Malt Beverages and/or Wine and Distilled Spirits
Ashley Parham	Parham’s Place	338 Glenwood Springs Road	Retail Consumption on Premises: Malt Beverages and/or Wine and Distilled Spirits
John David Hudson	Mellow Mushroom	105 Harmony Crossing, Suite 1	Retail Consumption on Premises: Malt Beverages and/or Wine and Distilled Spirits
Sandeep Dahiya	Lakeside Bait & Tackle	1065 Milledgeville Highway	Retail Package: Malt Beverages and Wine
Prakash Patel	Discount Liquor Store	160 Pea Ridge Road	Retail Package: Malt Beverages and Wine and Distilled Spirits
Javier Medina	El Agave	960 Greensboro Road	Retail Consumption on Premises: Malt Beverages and/or Wine and Distilled Spirits
Terry J. Walker	The Watering Hole	903 Harmony Road	Retail Consumption on Premises: Malt Beverages and/or Wine and Distilled Spirits
William Clark, Jr.	Sugar Creek Marina	353 Parks Mill Road	Retail Package: Malt Beverages and Wine



JUDICIAL ALTERNATIVES OF GEORGIA

Probation Services Agreement

This Agreement is made by and between **Judicial Alternatives of Georgia, Inc.**, a corporation, organized under the laws of the State of Georgia, with its principal place of business at 203 North Franklin Street, Dublin, Georgia hereinafter called "Contractor and the **Putnam County Superior Court**, Georgia hereinafter called "Court". This Agreement is governed by Article 6 of Chapter 8 of Title 42 of the Official Code of Georgia, Annotated. The parties enter into the Agreement under the specific authority of 42-8-101.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

SCOPE OF SERVICES AND RESPONSIBILITIES OF CONTRACTOR

In consideration of the obligations of the Court or governing authority, Contractor shall provide the following services.

A. Responsibilities of Probation Services Contractor

1.) Compliance with Statutes and Rules. Contractor shall comply with Article 6 of Title 42 Chapter 8 of the Official Code of Georgia and all standards, rules and regulations promulgated by the Department of Community Supervision.

2.) Records and Confidentiality. Contractor shall create and maintain individual files for each offender receiving services from Contractor in accordance with this Agreement. Contractor shall maintain the confidentiality of all files, records and papers relative to supervision of probationers under this Agreement. These records, files and papers shall be available only to the judge of the court handling the case, the Department of Audits and Accounts, the Department of Supervision and upon transfer of probation supervision to the State, to the Georgia Department of Corrections.

3.) Financial Records. Contractor shall maintain financial records according to generally accepted accounting practices.

4.) Employee Qualifications and Training. Contractor shall employ competent and able personnel to provide the services to be rendered hereunder and to appropriately administer the assigned caseload.

(a) Any person employed as JAG probation officer shall be at least 21 years of age at the time of appointment to the position of private probation officer and shall have completed a standard two-year college course or have four years of law enforcement experience; provided, however, that any person employed as a private probation officer as of July 1, 1996, and who had at least six months of experience as a private probation officer or any person employed as a probation officer by a county, municipality, or consolidated government as of March 1, 2006, shall be exempt from such college requirements.

b) Every JAG probation officer shall be required to obtain 40 hours of initial orientation training as set forth below provided that the 40 hour initial orientation shall not be required of any person who has successfully completed and who provides documentation of satisfactorily completing a basic course of training for supervision of probationers or parolees certified by the Peace Officer Standards and Training Council. Initial training of new probation officers shall be completed within the first 6 months of employment. JAG Probation Officers will complete a 5-hour block of instruction covering a General Probation Overview and consisting of: The History of Probation, Ethics and Professionalism, Probation Officer Liabilities and Responsibilities, Constitutional Law, and Probation Law; a 20-hour block of instruction covering Probationer Management and consisting of: Confidentiality, Intake, Preparation and Maintenance of Files, Case Documentation, Interviewing and Communication Skills, Available Sentencing Options, Financial Collections, Community Service, Alcohol and Substance Abuse, and Personal Welfare and Safety; and a 15-hour block of instruction covering Legal Procedures and Reports and consisting of: General Report Writing Techniques, Violations, Delinquency Reports and Warrants, Courtroom Protocol, Testimony and Revocation Proceedings, First Offender Act, Case Termination Reports, Domestic Violence, and Statutory Changes and Updates.

(c) All JAG probation officers are required to obtain 20 hours of annual in-service training. In-service training shall be completed on a calendar year basis. The initial orientation training hours completed during the first calendar year of employment shall also count towards satisfying the annual in-service training requirements for that same period. Annual In-Service Training shall be on topics that relate to the criminal justice system and/or the operation of the probation entity as approved by MPOU.

(d) All JAG Administrative Employees, Agents, Interns, or Volunteers shall be required in accordance with DCS Board Rule 105-2-.09 to be at least 18 years of age; sign a statement co-signed by the probation entity director or his/her

designee that the administrative employee, agent, intern, or volunteer has received an orientation on these rules as well as operations guidelines relevant to the administrative employee, agent, intern, or volunteer's job duties which shall be maintained in administrative employees, agents, interns, or volunteer's personnel files; have obtained a high school diploma or equivalent and; complete a 16 hour initial orientation program within 6 months of appointment and 8 hour annual in-service continuing education training program, consisting of a curriculum approved by MPOU. Additionally, such person shall maintain a clear criminal record; complete continuing education and; adhere to all other requirements established in these rules.

(e) All Administrative Employee, Agent, Intern, or Volunteer will obtain 16 hours of initial orientation training consisting of a 4-hour block of instruction covering: The History of Probation, Ethics and Professionalism, Probation Officer Liabilities and Responsibilities, Constitutional Law, and Probation Law; an 8-hour block of instruction covering Probationer Management and consisting of: Confidentiality, Intake, Preparation and Maintenance of Files, Case Documentation, Interviewing and Communication Skills, Available Sentencing Options, Financial Collections, Community Service, Alcohol and Substance Abuse, and Personal Welfare and Safety; and a 4-hour block of instruction covering Legal Procedures and Reports and consisting of: General Report Writing Techniques, Violations, Delinquency Reports and Warrants, Courtroom Protocol, Testimony and Revocation Proceedings, First Offender Act, Case Termination Reports, Domestic Violence, and Statutory Changes and Updates; obtain 8 hours of annual in-service training. In-service training shall be completed on a calendar year basis. The initial orientation training hours completed during the first calendar year of employment shall also count towards satisfying the annual in-service training requirements for that same period.

(f) Annual In-Service Training shall be on topics that relate to the criminal justice system and/or the operation of the probation entity as approved by MPOU. The progress and completion of initial orientation and in-service training is required to be documented and maintained in the individual's files utilizing the forms approved by MPOU. Probation entities and individuals providing probation services may obtain training resource information from MPOU, local law enforcement agencies, local colleges and schools, and national professional associations such as the American Probation and Parole Association, Georgia Professional Association of Community Supervision, American Correctional Association, and/or credible sources approved by MPOU. All training must be approved by MPOU.

(g) JAG trainers will have expertise in the area of training and will possess a college degree or POST certification. JAG shall maintain a description of the course and the contact information of the trainer on file. Training provided by professional training services shall be accepted so long as a description of the course and the trainer's contact information is maintained on file and has been approved by MPOU.

(h) In no event shall any person convicted of a felony be employed as a private probation officer or administrative support staff.

5.) Criminal History Check. Contractor shall have a criminal history records check made of all employees and give written consent to the Department of Community Supervision to conduct periodic criminal history checks.

6.) Officer per Probationer Ratio and Standards of Supervision. Contractor shall manage caseload limits so as not to exceed 250 probationers per probation officer for basic supervision and 100 probationers per probation officer for intensive supervision. Probation Officers shall make 1 office contact per month. The Probation Officer may at his or her discretion require the probationer to report on a weekly basis if the probationer is not in full compliance with his or her terms of conditions of supervision.

B. Reports

Contractor shall provide to the judge and governing authority with whom the contract or agreement was made and the board a quarterly report summarizing the number of offenders under supervision; the amount of fines, and restitution collected; the amount of fees collected and the nature of such fees, including probation supervision fees, rehabilitation programming fees, electronic monitoring fees, drug or alcohol detection device fees, substance abuse or mental health evaluation or treatment fees, and drug testing fees; the number of community service hours performed by probationers under supervision; a listing of any other service for which a probationer was required to pay to attend; the number of offenders for whom supervision or rehabilitation has been terminated and the reason for the termination; and the number of warrants issued during the quarter, in such detail as requested.

C. Tender of Collections

Contractor shall tender to the Clerk of the Court a report of collections and all fines, fees, and costs collected during the month from probationers by the 10th day of the following month. Restitution shall be paid to the victim by the 10th day of the month following collection unless the Court orders payment to the clerk of court, and then it shall be paid as such other collections are paid to the Clerk. In the event Contractor cannot locate the victim, payment shall be made to the Clerk of Court. Contractor shall credit payments of funds to in the following order of priority: 1) restitution 2) probation fees to include GCVEF, 3) fines, 4) court costs and surcharges. Contractor shall not retain or profit from any fines, restitution, fees or cost collected from probationers except the probation fees authorized by this Agreement and listed in Exhibit "A".

D. Access to Contractor Records

1.) All records shall be open to inspection upon the request of the affected county, municipality, consolidated government, court, the Department of Audits and Accounts, an auditor appointed by the affected county, municipality, or consolidated government, Department of Corrections, Department of Community Supervision, State Board of Pardons and Paroles, or the board.

2.) Fiscal Audit: Contractor shall employ an independent auditor to annually audit its records and books pertaining to the services rendered at the courts request. Upon a written request by the court, a copy of this audit shall be provided to the Court and County Governing Authority within 2 months or sixty (60) days of the close of the year audited.

E. Conflict of Interest per O.C.G.A 42-8-109

1.) No private corporation, private enterprise, or private agency contracting to provide probation services under neither the provisions of this article nor any employees of such entities shall engage in any other employment, business, or activity which interferes or conflicts with the duties and responsibilities under contracts authorized in this article.

2.) No private corporation, private enterprise, or private agency contracting to provide probation services under the provisions of neither this article nor its employees shall have personal or business dealings, including the lending of money, with probationers under their supervision.

3.) No private corporation, private enterprise, or private agency contracting to provide probation services under the provisions of this article nor any employees of such entities, shall own, operate, have any financial interest in, be an instructor at, or be employed by any private entity which provides drug or alcohol education services or offers a DUI Alcohol or Drug Use Risk Reduction Program certified by the Department of Driver Services.

4.) No private corporation, private enterprise, or private agency contracting to provide probation services under the provisions of this article nor any employees of such entities shall specify, directly or indirectly, a particular **DUI Alcohol or a Drug Use Risk Reduction Program** which a probationer may or shall attend. This paragraph shall not prohibit furnishing any probationer, upon request, with the names of certified DUI Alcohol or Drug Use Risk Reduction Programs. Any person violating this paragraph shall be guilty of a misdemeanor.

F. Scope of Services to Probationers by Contractor. Contractor shall provide the following services:

1.) Court Attendance and Probationer Case History. During all court sessions, Contractor shall have a probation officer attend and interview each offender to complete a case and personal history and to provide orientation and instruction regarding compliance with the Court's ordered conditions of probation. At orientation, the probation officer shall provide a list of all service fees to the probationer.

2.) Supervision. Contractor shall monitor and supervise probationers to ensure compliance with the Court's order of probation. Contractor shall make a supervision assessment of the offender and determine the probationer's reporting schedule.

3.) Restitution, Fine and Fee Collection. Contractor shall collect restitution, fines, court costs and fees, program fees, and probation fees as ordered by the Court. Contractor shall provide an itemized ledger prepared in accordance with accepted accounting practices for each month for each case under supervision.

(a) **Indigent Offenders:** Offenders determined by the court to be indigent in accordance with O. C. G.A 42-8-102 shall be supervised at no cost to the probationer or the Court or governing body.

(b) **Pay-Only Cases:** Pay-Only cases or the term 'pay-only probation' means a defendant has been placed under probation supervision **solely** because such defendant is unable to pay the court imposed fines and statutory surcharges when such defendant's sentence is imposed. Such term shall not include circumstances when restitution has been imposed or other probation services are deemed appropriate by the court. When pay-only probation is imposed, the probation supervision fees shall be capped so as not to exceed three months of ordinary probation supervision regardless of the number of concurrent or consecutive cases; provided, however, that collection of any probation supervision fee shall terminate as soon as all court imposed fines and statutory surcharges are paid in full; and provided, further, that when all such fines and statutory surcharges are paid in full, the private probation officer, as the case may be, shall submit an order to the court terminating the probate sentence within 30 days of fulfillment of such conditions. If pay-only probation is subsequently converted to a sentence that requires community service, on petition by a probation officer or private probation officer and with the probationer having an opportunity for a hearing, the court may reinstate probation supervision fees as necessary to monitor the probationer's compliance with community service obligations.

(c) **Consecutive sentences**: When a defendant is serving consecutive misdemeanor sentences, whether as a result of one case from one jurisdiction or multiple cases from multiple jurisdictions, upon motion by the defendant, the court may discharge such defendant from further supervision or otherwise terminate probation when it is satisfied that its action would be in the best interest of justice and the welfare of society. Such motion shall not be ripe until 12 months after the sentence was entered and every four months thereafter. The defendant shall serve the applicable entity or governing authority that is providing his or her probation services with a copy of such motion. Additionally, when a defendant is serving consecutive misdemeanor sentences the probation officer shall review such case after 12 consecutive months of probation supervision wherein the defendant has paid in full all court imposed fines, statutory surcharges, and restitution and has otherwise completed all testing, evaluations, and rehabilitative treatment programs ordered by the court to determine if such officer recommends early termination of probation. Each such case shall be reviewed every four months thereafter for the same determination until the termination, expiration, or other disposition of the case. If such officer recommends early termination, he or she shall immediately submit an order to the court to effectuate such purpose.

4.) Community Service. The contractor shall coordinate, monitor, and ensure compliance with community service by each probationer as ordered by the Court. The Court may convert fines, statutory surcharges, and probation supervision fees to community service on the same basis as it allows a defendant to pay a fine through community service as set forth in subsection (d) of Code Section 17-10-1. Contractor will maintain records of service participation.

5.) Employment Assistance. The contractor shall prepare referrals and lend reasonable assistance to probationers either to the extent ordered by the Court or to the extent available for probationers desiring employment assistance or counseling.

6.) Drug/Alcohol Screening. The contractor shall coordinate with local authorities and facilities, evaluation and assessment of probationers for drug/alcohol rehabilitation, mental health or psychological counseling, or educational programs mandated by the Court and shall require probationer's compliance. Contractor shall conduct drug and alcohol screens as determined necessary by the Court. The probationer shall be responsible for the costs of all drug or alcohol testing.

7.) Electronic Monitoring. Contractor when so ordered shall provide and operate a system of electronic home detention monitoring:

8.) Reports of Violations Probation and Revocation Procedures. The contractor shall recommend revocation of probation whenever the probationer has failed to substantially comply with the terms and conditions of probation. The Court shall provide Contractor with direction of what constitutes a substantial failure to comply with probation terms and conditions. Contractor shall prepare probation violation warrants and orders for submission to the Court. Contractor shall have probation officers available to testify at probation revocation hearings, sentencing hearings and such other hearings as deemed reasonable and necessary by the Court. The Court shall provide Contractor direction as to what curative measures should be taken in the case of minor violations.

OBLIGATIONS OF THE COURT OR GOVERNING AUTHORITY

In consideration for the services of Judicial Alternatives of Georgia, Inc the Court shall provide the following:

G. Payment for Contractors Services

For regular probation supervision which includes a minimum of one (1) office contact per month and may require as many as four (4), the probationer shall pay a fee of \$40.00 per month. For intensive probation supervision which includes a minimum of one (1) office contact per week and four (4) office contacts each month, probationer shall pay a fee of \$50.00 per month. Contractor shall collect such probation fee for each month a probationer is under probation supervision. A one (1) month supervision fee is defined as the date the probationer is placed on probation and runs through the monthly anniversary date each month. If a probationer is supervised past the monthly anniversary date, the probationer will be charged one (1) months supervision fee. During the term of this Agreement and Contractor's satisfactory performance, the Court shall refer all offenders ordered to serve time on probation, to Contractor for purposes of probation supervision services.

H. Probation Fee

The Court shall make payment of the probation fee a term and condition of the order of probation for each probationer assigned for supervision to Contractor unless the Court determines the probationer to be indigent. The Court shall not be liable for payment of any supervision fee or any program fee of a probationer.

I. Pre-sentence Investigations

When ordered by the Court, Contractor shall provide a pre-sentence investigation report and Court shall pay to Judicial Alternatives of Georgia, two-hundred and fifty dollars (\$250.00).

J. Access to Criminal Histories

The Court shall assist Contractor in obtaining access to criminal histories in the Georgia Crime Information Center and National Crime Information Center through local law enforcement in order for Contractor to conduct pre-sentence or probationer investigations as may be requested

K. Notice of Court Sessions

The Court shall provide Contractor two (2) days advance notice of all court sessions that Contractor is required to attend. Notice for purposes of this provision may be given by mail, telephone and fax machine.

L. Court Facilities

The Court shall provide to Contractor an area, as available, for conduct of initial interviews and orientation with the probationer on the day of sentencing.

M. Period of Service

This agreement shall commence performance on January 1, 2021 and shall continue until December 31, 2025 and shall not exceed a period of five (5) years. Either party may terminate this Agreement upon thirty (30) days written notice. The Court and/or Governing Authority may terminate this Agreement immediately for cause, including without limitation material breach of this Agreement, insolvency of Contractor, filing of a voluntary or involuntary case in bankruptcy. Within thirty (30) working days of termination, the contractor shall peacefully surrender to the Court all records and documents generated by Judicial Alternatives of Georgia, Inc, in connection with this Agreement and the services hereunder and any equipment or supplies assigned to Contractor by the Court. Contractor shall turn over to the Clerk of Court any moneys collected or received less supervision fees validly incurred and duly owing to Contractor through the termination date. Any fines, costs, fees or restitution received by Contractor from probationers of this Court after termination of this Agreement shall be forwarded to the Clerk of Court, other than fees earned by Contractor. The Court shall provide Contractor a receipt for all property surrendered under this provision.

INDEMNITY, INSURANCE, AND BONDING OBLIGATIONS OF CONTRACTOR

N. Insurance and Bond

Upon registration application to operate a private probation entity must include written evidence of general liability insurance coverage of at least \$1 million. This insurance must be maintained at all times while providing services.

O. Indemnification

Neither the Court nor the County Governing Authority shall be liable to Contractor nor to anyone who may claim a right resulting from any relationship with **Judicial Alternatives of Georgia, Inc**, for any acts of Contractor, its employees, agents or participants in the performance of services conducted on the property of the **Putnam County Superior Court**. Contractor shall indemnify and hold harmless the Court and **Putnam County**, from any claims, demands, actions, proceedings, expenses, damages, liabilities or losses (including but not limited to attorney’s fees and courts costs) and any causes of action arising from any acts or omissions arising out of or in connection with the services performed by **Judicial Alternatives of Georgia, Inc**, or its employees and agents under the terms of this Agreement.

REPRESENTATIONS AND WARRANTIES OF CONTRACTOR

P. Deficiency in Service by Contractor

In the event that the court and/or governing authority determines that there are deficiencies in the services provided by Contractor hereunder, the Court and/or Governing Authority may terminate this Agreement in accordance with Item VI or notify the Contractor in writing as to the exact nature of such deficiency. Within **sixty (60) days** of receipt of such notice, the Contractor shall cure or take reasonable steps to cure the deficiencies. In the event the company fails to cure or take reasonable steps to cure the deficiencies to the Court and/or Governing Authority’s satisfaction, then either may declare the Contractor in default and may terminate this Agreement.

Q. Time is of the Essence of this Agreement

R. Compliance with the Law

The Contractor shall comply with all federal, state and local laws statutes, regulations and ordinances arising out of or in connection with the performance of its services pursuant to this.

S. Independent Contractor

Contractor is an independent contractor and is not an agent, joint venturer or other affiliate of **Putnam County Superior Court** in any way. Contractor shall use its own employees and agents to perform this Contract. It is agreed that Contractor is solely responsible for payment of all federal, state, and local income taxes, self-employed Social Security taxes, and any other similar obligations arising from the performance of this Agreement or receipt of compensation therefore. The Contractor agrees to indemnify and hold harmless the Court and **Putnam County** from and against any and all federal, state, or local tax liability or penalties that may arise from the payments made to the Contractor pursuant to this Agreement. The Contractor acknowledges that neither it nor its employees are eligible for any benefits provided by the Court or **Putnam County** to their respective party.

T. Entire Agreement

This Agreement, including all exhibits attached hereto and incorporated herein by reference, constitutes the entire agreement between the parties hereto and supersedes any and all agreements, whether written or oral, that may exist between the parties regarding the same. No representations, inducements, promises, or agreements between the parties not embodied herein shall be of any force and effect. No amendment or modification to this Agreement or any waiver of any provision hereto shall be effective unless in writing and signed by all parties to include the court, governing authority, and contractor.

U. Binding Agreement

This Agreement shall not be binding upon any successor to the undersigned Judge of the **Putnam County Superior Court**, Georgia and unless ratified by the successor in office. If a successor attains the position of undersigned judge, and this Agreement is not ratified by such successor, then Contractor shall be permitted a reasonable time period, no less than ninety (90) days, in which to wind up its activities. The Court will be deemed not to have ratified the Agreement unless Court gives written notice of ratification within 30 days of taking the oath of The Court has entered into this Agreement in part on the basis of personal reliance in the integrity and qualifications of the staff of Contractor. The same is applicable to change in leadership of the Governing Authority.

Contractor may not delegate, assign or subcontract any obligation of Contractors performance under the Contract and may not assign any right under this Contract, in either case without Court's written approval. The Court's discretion in this regard shall be absolute. Any notices made in accordance with this Agreement except as otherwise set out in Item K, shall be in writing and shall be made by Putnam County or certified mail, return receipt requested, to:

Judicial Alternatives of Georgia, Inc
Attn: Kenneth Kight
203 North Franklin Street
Dublin, Georgia 31021
Office: (478) 274-0060
Fax: (478) 274-8168

IN WITNESS WHEREOF, THE PARTIES HERE TO HAVE EXECUTED THIS AGREEMENT ON THE _____ DAY OF _____, 20__.

PROBATION SERVICES CONTRACTOR:

By: 
Name: Kenneth Kight
Title: Co-Owner, Judicial Alternatives of Georgia, Inc

By: _____
Name: _____
Title: _____
Putnam County, Georgia

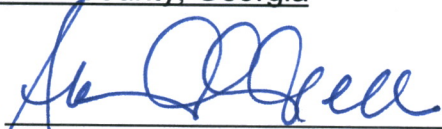
By: 
Chief Judge: Hon. Brenda Holbert Trammell
Court: Putnam County Superior Court, Georgia

Exhibit A

SCHEDULE OF FEES

The following are fees paid by the offender to Judicial Alternatives of Georgia, Inc.

<u>SERVICE</u>	<u>COST OF SERVICE</u>
Regular Probation Supervision	\$40.00 per month, per offender
Intensive Supervision (Requires minimum of 3 weekly contacts)	\$50.00 per month, per offender
Pre-Trial Supervision	\$40.00 per month, per offender

The above fees include all services outlined in the Scope of Services directory with the exception of the following:

<u>PROGRAM SERVICES</u>	<u>COST OF SERVICE</u>
Drug Screens (Screens for 8 controlled substances)	\$15.00 (URINALYSIS) \$25.00 per screen (ORAL TEST)
Electronic Monitoring	\$10.00 per day, per offender
Electronic Monitoring w/Intox	\$12.00 per day, per offender
Anger Management Program	\$175.00 (8 hour course)
“Responsible Behavior”	\$175.00 (8 hour course)
Pre-Sentence Investigation	\$250.00 (Available if requested)

File Attachments for Item:

9. Request from PDA to allow the BOC to proceed with engineering and construction of the right turn lane on Dennis Station Road (BS/JW)



117 Putnam Drive ♦ Eatonton, GA 31024 ♦ Tel: 706-485-1884
www.putnamdevelopmentauthority.com

January 25, 2021

Billy Webster, Chairman
Putnam County Board of Commissioners
117 Putnam Drive
Eatonton, Georgia 31024

RE: Deceleration lane at Interfor

Chairman Webster,

Interfor is nearing completion of its up to \$100 million facility upgrade. The project will increase the capacity of the Eatonton mill as well as truck traffic to and from the mill. In order to alleviate the added traffic congestion this expansion is going to create, the County agreed to add a deceleration lane into the most recent SPLOST referendum and the citizens of Putnam County subsequently agreed.

Due to the limited staff resources of the Putnam Development Authority, we are requesting that the Board of Commissioners authorize the County Manager, Paul Van Haute, to oversee the engineering and management of the project.

Sincerely,

Walter C. Rocker, III

Chairman Putnam Development Authority

C: Pat Topping

File Attachments for Item:

10. Authorization for Chairman to sign Settlement Agreement between Putnam County and Pittman Construction Company (staff-CM)

SETTLEMENT AGREEMENT

WHEREAS, on September 1, 2020, a non-GDOT roadway bridge owned and maintained by PUTNAM COUNTY, GEORGIA, a political subdivision of the State of Georgia (“Putnam County”), over a water course known as Crooked Creek at Crooked Creek Road, Eatonton, Putnam County, Georgia (“Bridge”) was damaged when the Bridge was crossed by a vehicle owned by PITTMAN CONSTRUCTION COMPANY, a Georgia profit corporation (“Incident”);

WHEREAS, Putnam County and Pittman Construction Company (“Pittman”) have agreed that Pittman shall make certain repairs to the Bridge;

WHEREAS, Putnam County and Pittman have agreed that upon completion of the Repairs, Putnam County shall undertake certain acts, and shall release and hold harmless Pittman from further claims related to the Incident;

NOW THEREFORE, for good and valuable considerations, the receipt, reasonableness and sufficiency of which are hereby acknowledged, Putnam County and Pittman hereby agree as follows:

1.

Pittman shall make and complete certain repairs to the Bridge on or before February 28, 2021 at Pittman’s expense (“Repairs”). The Repairs shall be limited to the re-construction, repair and improvement of the Bridge to restore the condition and functionality of the Bridge to that which existed immediately prior to the Incident of September 1, 2020, and shall not include maintenance of the Bridge. Pittman shall warrant the Repairs for a period of one (1) year from the date of completion of the Repairs.

2.

Immediately upon completion of the Repairs, Putnam County shall post signage at the Bridge at its expense that states use of the Bridge is restricted to vehicles weighing less than five (5) tons.

3.

Effective upon completion of the Repairs, and approval and acceptance of the repairs by Putnam County, Putnam County releases, remises and forever acquits Pittman and its officers, directors, shareholders, insurers, administrators, executors, assigns, predecessors, successors, transferees, subsidiaries, employees, agents and all others from any and all claims, demands,

actions and causes of action, including but not limited to, those arising out of damage to the Bridge that occurred on September 1, 2020, specifically, any claim, demand, action or cause of action relating to physical damage to the Bridge caused by Pittman’s vehicle (“Incident”).

4.

Putnam County and Pittman warrant and agree that this Settlement Agreement includes all claims, known and unknown, or which might hereafter become known, arising from the Incident.

5.

Putnam County understands and agrees that Pittman specifically denies and disputes legal liability and damages, and Putnam County warrants and agrees that no promise or inducement has been offered except as herein set forth.

6.

Putnam County warrants and agrees as a further consideration and inducement for this compromise and settlement that it applies to only damage to the Bridge suffered as a result of the Incident, and not to prior damage to the Bridge or conditions effecting the Bridge prior to the Incident, for which Putnam County warrants and agrees that Pittman is not liable.

7.

Upon completion of the Repairs, as further consideration made hereunder, Putnam County shall protect, indemnify and hold harmless Pittman against any claim, action, suit or demand which may have been or hereafter may be brought or instituted for Putnam County or on its behalf against Pittman, its respective agents, successors, and assigns, by any other person or entities because of or in any manner arising from or connected with the Incident.

8.

Putnam County and Pittman state that the facts set forth in the above and foregoing Settlement Agreement are true and correct, that Putnam County and Pittman understand the contents of this Settlement Agreement, and that Putnam County and Pittman execute this Settlement Agreement for the consideration herein expressed.

9.

This Settlement Agreement is hereby stipulated to be admissible evidence in support of the validity and reasonableness of this compromise and settlement.

10.

This Agreement will be governed by and construed according to the laws of the State of Georgia. In the event either party files an action to enforce any of the obligations contained in this Agreement, the same shall be brought in the Superior Court of Putnam County, Georgia.

IN WITNESS WHEREOF, Putnam County and Pittman have executed this Agreement by their authorized representatives this the _____ day of _____, 2020.

PUTNAM COUNTY, GEORGIA
BOARD OF COMMISSIONERS

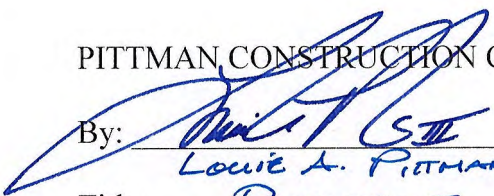
By: _____

Title: _____

Attest:

By: _____

PITTMAN CONSTRUCTION COMPANY

By:  _____
LOUIS A. PITTMAN, III
Title: PRESIDENT