117 Putnam Drive, Suite A $\diamond$ Eatonton, GA 31024
Agenda
Friday, June 3, $2022 \diamond 9: 00$ AM
Putnam County Administration Building - Room 203

## Opening

1. Welcome - Call to Order
2. Approval of Agenda
3. Invocation - Rev. Dr. Ford G'Segner
4. Pledge of Allegiance (DB)

## Regular Business Meeting

5. Public Comments
6. Consent Agenda
a. Approval of Minutes - May 17, 2022 Regular Meeting (staff-CC)
b. Approval of Minutes - May 25, 2022 Called Meeting (staff-CC)
c. Approval of 2022 Alcohol License(s) (staff-CC)
7. Authorization for Chairman to sign the Georgia Indigent Defense Services Agreement (staff-Fin)
8. Approval of Right-of-Way Permit Application from AT\&T (staff-CM)
9. Approval of Surplus of Fixed Assets (staff-Fin)
10. Appointment to the Putnam Development Authority (staff-CC)
11. Awarding of Solicitation 22-04-21 Bethel Church Road Waterline Relocation (staff-CM)
12. Authorization for staff to schedule a Public Hearing for proposed adoption of changes to the Putnam County Code of Ordinances - Chapter 28 (Development Regulations) (staff-CA)

## Reports/Announcements

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

## Executive Session

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

## Closing

19. Adjournment
[^0]
## File Attachments for Item:

6. Consent Agenda
a. Approval of Minutes - May 17, 2022 Regular M eeting (staff-CC)
b. Approval of Minutes - May 25, 2022 Called M eeting (staff-CC)
c. Approval of 2022 Alcohol License(s) (staff-CC)

# PUTNAM COUNTY BOARD OF COMMISSIONERS 



117 Putnam Drive, Suite A $\diamond$ Eatonton, GA 31024

## Minutes

Tuesday, May 17, $2022 \diamond 6: 30$ PM
Putnam County Administration Building - Room 203
The Putnam County Board of Commissioners met on Tuesday, May 17, 2022 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 Barry Fleming
County Manager Paul Van Haute
County Clerk Lynn Butterworth

## 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 $\qquad$ .)
2. Approval of Agenda

Motion to approve the Agenda.
Motion made by Commissioner Sharp, Seconded by Commissioner Wooten.
Voting Yea: Commissioner McElhenney, Commissioner Brown, Commissioner Sharp, Commissioner Wooten
3. Invocation - Cynthia Wallace

Ms. Cynthia Wallace gave the invocation.
4. Pledge of Allegiance (GM)

Commissioner McElhenney led the Pledge of Allegiance.

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| :--- | :--- | :--- |
| May 17, 2022 |  |  |

5. Special Presentation - Boys Basketball All Star Team

The 7 to 8 Boys Basketball team led by Head Coach Darius Little and Assistant Coach Harold Smith was presented with a Proclamation at the May 17, 2022 BOC meeting. The team recently defeated Morgan County to win the Georgia Parks and Recreation Association (GPRA) District 6 Championship in Madison, Georgia. The Board of Commissioners and citizens are proud of the team's outstanding achievement.

## Zoning Public Hearing

6. Request by Rick McAllister, agent for Jacqueline Trinkle, to rezone the following: (staffP\&D)
a. 19.45 acres at 842 Harmony Road from AG to C-2 [Map 097, Part of Parcel 060, District 1]
b. 20.80 acres at 842 Harmony Road from AG to RM-3 [Map 097, Part of Parcel 060, District 1]
Speakers for 6a and 6b:
Mr. Rick McAllister, agent for Jacqueline Trinkle, spoke in support of this request.
Mrs. Barbara Vargo \& Mr. William Vargo also spoke in support of this request.
Ms. Kathy Wardlaw signed in to speak against this item but declined the opportunity to speak.
6a. 19.45 acres at 842 Harmony Road from AG to C-2 [Map 097, Part of Parcel 060, District 1]
Planning and Development Staff recommendation was for approval to rezone 19.45 acres at 842 Harmony Road from AG to C-2 [Map 097, Part of Parcel 060, District 1] with the following conditions:
7. The developer shall construct a deceleration lane and turn lane in accordance with the Georgia Department of Transportation Regulations for Driveway \& Encroachment Control to service the two entrances on Harmony Road. Additional right-of-way to accommodate the deceleration lane and a ten-foot shoulder shall be dedicated by the developer to the county. It shall be completed by the developer prior to the completion of phase one.
8. A 50 -foot undisturbed vegetated buffer along the property lines that abut Map 097, Parcel 061.
9. A 20 -foot undisturbed vegetated buffer along the property lines that abut Map 097, Parcel 033.
10. A 50 -foot undisturbed vegetated buffer along the property lines that abut the proposed 20.80-acre RM-3 parcel.
11. This rezoning approval shall be conditioned upon the resurveying and recordation in the Superior Court of Putnam County of an accurate plat within 60 days of approval by the board of commissioners. A copy of the recorded plat shall be filed with the planning and development department director. Failure to file a plat pursuant to this subsection shall have the effect of invalidating the rezoning action as stated in Section 66-165(e)(3) of the Putnam County Code of Ordinances.

The Planning \& Zoning Commission's recommendation was for denial to rezone 19.45 acres at 842 Harmony Road from AG to C-2. [Map 097, Part of Parcel 060, District 1].

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| :--- | :--- | :--- |
| May 17,2022 |  |  |

Mr. McAllister advised that he is in agreement with all conditions with the exception of \#5 and requested 120 days to resurvey and record the plat.

Motion to approve the request by Rick McAllister, agent for Jacqueline Trinkle, to rezone $\mathbf{1 9 . 4 5}$ acres at 842 Harmony Road from AG to C-2 identified as Map 097, Part of Parcel 060 with with the following conditions:

1. The developer shall construct a deceleration lane and turn lane in accordance with the Georgia Department of Transportation Regulations for Driveway \& Encroachment Control to service the two entrances on Harmony Road. Additional right-of-way to accommodate the deceleration lane and a ten-foot shoulder shall be dedicated by the developer to the county. It shall be completed by the developer prior to the completion of phase one.
2. A 50-foot undisturbed vegetated buffer along the property lines that abut Map 097, Parcel 061.
3. A 20-foot undisturbed vegetated buffer along the property lines that abut Map 097, Parcel 033.
4. A 50-foot undisturbed vegetated buffer along the property lines that abut the proposed 20.80-acre RM-3 parcel.
5. This rezoning approval shall be conditioned upon the resurveying and recordation in the Superior Court of Putnam County of an accurate plat within $\mathbf{1 2 0}$ days of approval by the board of commissioners. A copy of the recorded plat shall be filed with the planning and development department director. Failure to file a plat pursuant to this subsection shall have the effect of invalidating the rezoning action as stated in Section 66-165(e)(3) of the Putnam County Code of Ordinances.
Motion made by Commissioner McElhenney, Seconded by Commissioner Wooten. Voting Yea: Commissioner McElhenney, Commissioner Brown, Commissioner Sharp, Commissioner Wooten

6b. 20.80 acres at 842 Harmony Road from AG to RM-3 [Map 097, Part of Parcel 060, District 1]

Planning and Development Staff recommendation was for approval to rezone 20.80 acres at 842 Harmony Road from AG to RM-3 [Map 097, Part of Parcel 060, District 1] with the following conditions:

1. The developer shall construct a deceleration lane and turn lane in accordance with the Georgia Department of Transportation Regulations for Driveway \& Encroachment Control to service the two entrances on Harmony Road. Additional right-of-way to accommodate the deceleration lane and a ten-foot shoulder shall be dedicated by the developer to the county. It shall be completed by the developer prior to the completion of phase one.
2. A 20 -foot undisturbed vegetated buffer along the property lines that abut Map 097, Parcel 033 and Map 097, Parcel 033001.
3. A 50 -foot undisturbed vegetated buffer along the property lines that abut the R-1R Single Family lots identified as Map 097 Parcels 056006, 056007, 056008, and 056009.
4. This rezoning approval shall be conditioned upon the resurveying and recordation in the Superior Court of Putnam County of an accurate plat within 60 days of approval by the board of commissioners. A copy of the recorded plat shall be filed with the planning and

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| :--- | :--- | :--- |
| May 17,2022 |  |  |

development department director. Failure to file a plat pursuant to this subsection shall have the effect of invalidating the rezoning action as stated in Section 66-165(e)(3) of the Putnam County Code of Ordinances.

Motion to approve the request by Rick McAllister, agent for Jacqueline Trinkle, to rezone $\mathbf{2 0 . 8 0}$ acres at $\mathbf{8 4 2}$ Harmony Road from AG to RM-3 identified as Map 097, Part of Parcel 060 with the following conditions:

1. The developer shall construct a deceleration lane and turn lane in accordance with the Georgia Department of Transportation Regulations for Driveway \& Encroachment Control to service the two entrances on Harmony Road. Additional right-of-way to accommodate the deceleration lane and a ten-foot shoulder shall be dedicated by the developer to the county. It shall be completed by the developer prior to the completion of phase one.
2. A 20-foot undisturbed vegetated buffer along the property lines that abut Map 097, Parcel 033 and Map 097, Parcel 033001.
3. A 50 -foot undisturbed vegetated buffer along the property lines that abut the $\mathbf{R - 1 R}$ Single Family lots identified as Map 097 Parcels 056006, 056007, 056008 , and 056009.
4. This rezoning approval shall be conditioned upon the resurveying and recordation in the Superior Court of Putnam County of an accurate plat within $\mathbf{1 2 0}$ days of approval by the board of commissioners. A copy of the recorded plat shall be filed with the planning and development department director. Failure to file a plat pursuant to this subsection shall have the effect of invalidating the rezoning action as stated in Section 66-165(e)(3) of the Putnam County Code of Ordinances.
Motion made by Commissioner McElhenney, Seconded by Commissioner Wooten. Voting Yea: Commissioner McElhenney, Commissioner Brown, Commissioner Sharp, Commissioner Wooten
5. Request by Adam Schulze to rezone the following: (staff-P\&D)
a. 11.604 acres on Emory Drive SE from R-1 to AG [Map 111, Parcel 001045 001, District 4]
b. 11.030 acres on Emory Drive SE from R-1 to AG [Map 111, Parcel 001045 002, District 4]
c. 15.696 acres on Emory Drive SE from R-1 to AG [Map 111, Parcel 001045 003, District 4]

Speakers for 7a, 7b, and 7c:
Mr. Matt Roessing, attorney for Adam Schulze spoke in support of the request. Also speaking in support of the request were: Mr. Larry Atkinson, Mr. Adam Schulze, Mrs. Cason Schulze, Mrs. Connie Barnes, Mr. George Barnes, Mr. Johnny Pressley.
Speaking against this item were: Mr. Duane Gentes, Ms. Pamela Tibbitts, Ms. Marianne Bruhn Popik, Mr. Hank Bowden.

7a. 11.604 acres on Emory Drive SE from R-1 to AG [Map 111, Parcel 001045 001, District 4]
Planning and Development Staff recommendation was for denial to rezone 11.604 acres from R1 to AG on Emory Drive [Map 111, Parcel 001045 001, District 3].

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| :--- | :--- | :--- |
| May 17,2022 |  |  |

The Planning \& Zoning Commission's recommendation was for approval to rezone 11.604 acres on Emory Drive SE from R-1 to AG. [Map 111, Parcel 001045 001, District 3].

Motion to deny the request by Adam Schulze to rezone 11.604 acres on Emory Drive SE from R-1 to AG identified as Map 111, Parcel 001045001.
Motion made by Commissioner Wooten, Seconded by Commissioner McElhenney. Voting Yea: Commissioner McElhenney, Commissioner Sharp, Commissioner Wooten Voting Nay: Commissioner Brown

7b. 11.030 acres on Emory Drive SE from R-1 to AG [Map 111, Parcel 001045 002, District 4]
Planning and Development Staff recommendation was for denial to rezone 11.030 acres from R1 to AG on Emory Drive [Map 111, Parcel 001045 002, District 3].

The Planning \& Zoning Commission's recommendation was for approval to rezone 11.030 acres from R-1 to AG on Emory Drive [Map 111, Parcel 001045 002, District 4].

Motion to deny the request by Adam Schulze to rezone 11.030 acres on Emory Drive SE from R-1 to AG identified as Map 111, Parcel 001045002.
Motion made by Commissioner Wooten, Seconded by Commissioner McElhenney. Voting Yea: Commissioner McElhenney, Commissioner Sharp, Commissioner Wooten Voting Nay: Commissioner Brown

7c. 15.696 acres on Emory Drive SE from R-1 to AG [Map 111, Parcel 001045 003, District 4]
Planning and Development Staff recommendation was for denial to rezone 15.696 acres from R1 to AG on Emory Drive [Map 111, Parcel 001045 003, District 3].

The Planning \& Zoning Commission’s recommendation was for approval to rezone 15.696 acres from R-1 to AG on Emory Drive [Map 111, Parcel 001045 003, District 3].

Motion to deny the request by Adam Schulze to rezone 15.696 acres on Emory Drive SE from R-1 to AG identified as Map 111, Parcel 001045003.
Motion made by Commissioner Wooten, Seconded by Commissioner McElhenney. Voting Yea: Commissioner McElhenney, Commissioner Sharp, Commissioner Wooten Voting Nay: Commissioner Brown

Regular Business Meeting
8. Public Comments

None

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| :--- | :--- | :--- |
| May 17,2022 |  |  |

9. Consent Agenda
a. Approval of Minutes - May 6, 2022 Regular Meeting (staff-CC)
b. Approval of Minutes - May 6, 2022 Executive Session (staff-CC)
c. Approval of 2022 Alcohol License(s) (staff-CC)

Motion to approve the Consent Agenda.
Motion made by Commissioner McElhenney, Seconded by Commissioner Sharp. Voting Yea: Commissioner McElhenney, Commissioner Brown, Commissioner Sharp, Commissioner Wooten
10. Authorization for Chairman to sign Technical Assistance Letter to the Middle Georgia Regional Commission for Gateway Aesthetic Overlay assistance (BW)
Motion to authorize the Chairman to sign a Technical Assistance Letter to the Middle Georgia Regional Commission for Gateway Aesthetic Overlay assistance.
Motion made by Commissioner Sharp, Seconded by Commissioner Wooten.
Voting Yea: Commissioner McElhenney, Commissioner Brown, Commissioner Sharp, Commissioner Wooten
(Copy of letter made a part of the minutes on minute book page $\qquad$ .)
11. Awarding of Solicitation 22-35001-001 Fire Station \& EMS Facility (staff-CM \& Fire) County Manager Van Haute advised that the low bidder was Renfroe Construction Company at \$5,996,459.00.
Motion to award Solicitation 22-35001-001 Fire Station \& EMS Facility to Renfroe Construction Company at $\$ 5,996,459.00$.
Motion made by Commissioner McElhenney, Seconded by Commissioner Wooten. Voting Yea: Commissioner McElhenney, Commissioner Brown, Commissioner Sharp, Commissioner Wooten
12. Surplus of County Vehicle (staff-Fire)

Fire Chief McClain requested to surplus County vehicle Asset \#0331, a 2010 F550 EONE Medium Duty Rescue Truck. He explained that it is starting to cost more to repair it than it is worth, and it is mainly unused and no longer fits their response model.
Motion to approve the surplus of county vehicle asset \#0331, a 2010 F550 EONE Medium Duty Rescue Truck.
Motion made by Commissioner Wooten, Seconded by Commissioner Sharp. Voting Yea: Commissioner McElhenney, Commissioner Brown, Commissioner Sharp, Commissioner Wooten
13. Authorization to establish a Capital Projects Fund (staff-Finance)

Motion to authorize the establishment of a Capital Projects Fund.
Motion made by Commissioner Sharp, Seconded by Commissioner McElhenney. Voting Yea: Commissioner McElhenney, Commissioner Brown, Commissioner Sharp, Commissioner Wooten

| Draft Minutes | Page 6 of $\mathbf{8}$ |  |
| :--- | :--- | :--- |
| May 17,2022 |  |  |

14. Approval of 2022 Budget Amendment \#1 (staff-Finance)

Motion to approve 2022 Budget Amendment \#1.
Motion made by Commissioner McElhenney, Seconded by Commissioner Wooten.
Voting Yea: Commissioner McElhenney, Commissioner Brown, Commissioner Sharp, Commissioner Wooten
(Copy of amendment made a part of the minutes on minute book pages $\qquad$ to
$\qquad$ .)

## Reports/Announcements

15. County Manager Report

County Manager Van Haute reported that at 4:00 p.m. today, the City Administrator dropped off a signed Certificate of Distribution for what the city would like for the Local Option Sales Tax Distribution.
16. County Attorney Report

No report.
17. Commissioner Announcements

Commissioner McElhenney: none
Commissioner Brown: none
Commissioner Sharp: none
Commissioner Wooten: none
Chairman Webster: none

## Executive Session

18. Enter Executive Session as allowed by O.C.G.A. 50-14-4 for Personnel, Litigation, or Real Estate
Chairman Webster advised that there was no need for an Executive Session.
19. Reopen meeting and execute Affidavit concerning the subject matter of the closed portion of the meeting
Executive Session not held.
20. Action, if any, resulting from the Executive Session Executive Session not held.

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| :--- | :---: | :---: |
| May 17, 2022 |  |  |

## Closing

21. 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 8:38 p.m.

## ATTEST:

Lynn Butterworth
County Clerk

Billy Webster
Chairman
Chairman

## PUTNAM COUNTY BOARD OF COMMISSIONERS



117 Putnam Drive, Suite A $\diamond$ Eatonton, GA 31024
Minutes
Wednesday, May 25, 2022 $\diamond$ 11:00 AM
Putnam County Administration Building - Room 203
The Putnam County Board of Commissioners met on Wednesday, May 25, 2022 at approximately 11:00 AM in the Putnam County Administration Building, 117 Putnam Drive, Room 204, 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
County Clerk Lynn Butterworth
Planning and Development Director Lisa Jackson

## Opening

1. Call to Order

Chairman Webster called the meeting to order at approximately 11:07 a.m.
(Copy of agenda made a part of the minutes on minute book page $\qquad$ .)

Chairman Webster also congratulated Chairman-Elect Sharp on his victory yesterday.
2. Pledge of Allegiance (GM)

Commissioner McElhenney led the Pledge of Allegiance.

| Draft Called Meeting Minutes | Page $\mathbf{1}$ of $\mathbf{3}$ |  |
| :--- | :---: | :---: |
| May 25, 2022 |  |  |

## Regular Business Meeting

3. Request by LA Development LLC for an appeal of the Planning and Zoning Commission's decision at 163 Overlook Drive. Presently zoned AG [Map 089D, Parcel 010, District 2] (staff-P\&D)
Chairman Webster explained this item was tabled from the April 19, 2022 meeting at the request of the applicant.

County Attorney Nelson reviewed the item to date. Mr. White requested to revise the major subdivision plat for Overlook at Pea Ridge. The Board of Commissioners approved the plat on June 5, 2021. LA Development LLC has requested to have the subdivision plat amended in order to subdivide parcel 089D010 into two separate parcels. The subdivided parcel would not front or be accessed by the interior road which is required of a major subdivision. Planning and Development Director Jackson denied the request under Code Section 28-40-b-3 and the Planning and Zoning Commission upheld the Director's decision at their April 7, 2022 meeting. The question today for the Board of Commissioners is whether or not to uphold the staff's decision.

Mr. Lowell White spoke in support of the appeal and thanked the board for the opportunity and the called meeting. He explained that this matter is time sensitive and is the first sale in the neighborhood. He further explained how they were requesting to subdivide the parcel. The 10.4acre AG lot had a minimum 5-acre lot requirement. He stated that Ms. Jackson told him that the 5.2-acre lot they requested to remove from the subdivision would have been okay to be removed if it was left out of the original approved plat. Mr. White stated that the county code did not have a mechanism that allowed them to remove the parcel from the subdivision. They were under contract and wanted to create a standalone parcel outside of the subdivision. Potential buyers would like to place a barndominium on the 5.2 -acre lot. The parcel would have 400 plus feet on MLK Jr. Drive and would conform to the AG zoning.

Motion to deny the request by LA Development LLC for an appeal of the Planning and Zoning Commission's decision at 163 Overlook Drive [Map 089D, Parcel 010]. Motion made by Commissioner Brown, Seconded by Commissioner McElhenney. Voting Yea: Commissioner McElhenney, Commissioner Brown, Commissioner Sharp, Commissioner Wooten

| Draft Called Meeting Minutes | Page 2 of 3 |  |
| :--- | :---: | :---: |
| May 25, 2022 |  |  |

## Closing

4. Adjournment

Motion to adjourn the meeting.
Motion made by Commissioner Sharp, Seconded by Commissioner Brown.
Voting Yea: Commissioner McElhenney, Commissioner Brown, Commissioner Sharp, Commissioner Wooten

Meeting adjourned at approximately 12:02 p.m.

## ATTEST:

Lynn Butterworth
Billy Webster
County Clerk
Chairman


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

## Approval of 2022 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 <br> Name | Business Name | Address | License Type |
| :---: | :--- | :--- | :--- |
| Kristin Marshall | The Pickled Okra | 651 Old Phoenix <br> Road | Retail Consumption on Premises <br> of Malt Beverages and/or Wine <br> and Distilled Spirits |

File Attachments for Item:
7. Authorization for Chairman to sign the Georgia Indigent Defense Services Agreement (staff-Fin)

# OCMULGEE CIRCUIT PUBLIC DEFENDER'S OFFICE 

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

## Milledgeville Office:

John Bradley, CPD,
Sheri Smith, APD
Jessica Young, APD
Taylor Phillips, APD
(Juvenile Court)
Sherri Marshburn,
Administrative Assistant
Brianna Brown,
Administrative Assistant
P.O. Box 1429

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

## Gray Office:

Kevin D. Ströberg, Chief APD Thomas O'Donnell, APD
Leonard D. Myers, Jr. Heather Murray, Investigator Tamara Myrick, Administrative Assistant
P.O. Box 747

Gray, GA 31032
Ph. (478)986-6185
Fax (478)986-6359
Greensboro Office:
Charles Taylor, APD Diana Moreno, Administrative Assistant

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

May 13, 2022

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

Re: Public Defender Budget FY 2023

Greetings Ms. Cook,
Attached is the budget for the Public Defender's Office for FY 2023 which runs from July 1, 2022 to June 30, 2023. The cost to Jones County will remain the same as last year for a total of $\$ 93,406.24$, with monthly payments of $\$ 7,783.85$.

This includes $\$ 79,006.24$ for representation of indigent defendants in Putnam County Superior Court and Putnam County Juvenile Court and $\$ 14,400$ for representation of indigent defendants in Putnam County State Court. Additionally, our office provides representation of defendants in the Ocmulgee Circuit Adult Treatment Court (ATCC) including both the Drug and Mental Health Courts.

Also enclosed is the contract for indigent defense services for FY 2023. Once the contract has been signed please return it to me at P.O. Box 1429, Milledgeville, Georgia 31059 and I will forward it to Atlanta. Please contact me at (478) 445-8100 if you have any questions. Thank you for your support and assistance.


# OCMULGEE CIRCUIT PUBLIC DEFENDER OFFICE <br> July 1, 2022 - June 30, 2023 

| COUNTY FUNDED - Public Defender and Assistants |  |  |  |  |  |  |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Name | \# | Salaries |  |  | FICA |  | irement |  | mesuranee | Unemployment <br> 531 perpositiom |  | Total |  |
|  |  |  |  |  | \% of Salary |  |  |  | tot Salaty |  |  |  |  |
| TOTAL: | 5 | \$ | 306,440.08 | \$ | 23,442.67 | \$ | 95,027.07 | \$ | 93,323.26 | \$ | 155.00 |  | 518,388.08 |


| COUNTY FUNDED - Public Defender Administrative |  |  |  |  |  |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Name |  | Salaties |  | $\begin{aligned} & \text { mica } \\ & \hline 7.65 \% \text { of Salany } \end{aligned}$ |  |  |  | $\begin{array}{\|l\|} \hline \text { Healthinsurancey } \\ \hline 30.454 \% \text { of Silaty } \\ \hline \end{array}$ |  | $\begin{aligned} & \text { Cunemployment } \\ & \text { Sisisper Rosition } \end{aligned}$ |  | Thatal |
|  |  |  |  |  |  |  |  |  |  |  |  |  |
| TOTAL: | 2 | \$ | 68,091.28 | \$ | 5,208.98 | \$ | 21,115.11 | \$ | 20,736.52 | \$ | 62.00 | \$ 115,213.89 |


| COUNTY FUNDED - Office Expenditures |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
|  | - |  | M00this |  | mual |
| Postage | * | \$ | 182.41 | \$ | 2,188.97 |
| Printing, Publications, \& Media | * | \$ | 152.01 | \$ | 1,824.14 |
| Supplies \& Materials | * | \$ | 644.77 | \$ | 7,737.24 |
| Repairs \& Maintenance | * | \$ | 273.62 | \$ | 3,283.45 |
| Rents Other than Real Estate | * | \$ | 622.49 | \$ | 7,469.94 |
| Other Operating | * | \$ | 486.44 | \$ | 5,837.24 |
| Real Estate Rentals |  | \$ | 2,400.00 | \$ | 28,800.00 |
| Professional Services | * | \$ | 277.01 | \$ | 3,324.14 |
| Telecommunications (GTA) | * | \$ | 194.57 | \$ | 2,334.90 |
| Telecommunications (AT\&T, etc) | * | \$ | 652.90 | \$ | 7,834.77 |
| TOTAL: |  | \$ | 5,886.23 | \$ | 70,634.78 |


| TOTAL EXPENDITURES |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: |
| K Wx.x. |  | Fersommel |  | perating |
| Public Defender and Assistants | * | \$ 518,388.08 |  |  |
| Public Defender Administrative | * | \$ 115,213.89 |  |  |
| LESS: FY 22 Rollover |  | \$. |  |  |
| 5\% Administrative Fee | * | \$ 31,680.10 |  |  |
| Office Expenditures | * |  | \$ | 70,634.78 |
| 4\% Administrative Fee | * |  | \$ | 2,825.39 |
| LESS: FY 22 Rollover |  |  | \$ | (3,536.00) |
| TOTAL: |  | \$ 605,861.11 | \$ | 69,924.17 |

Total Personnel (without $\$ 71,300.00$ offset)
Total Operating Contract

| set ${ }^{\text {a }}$ Witiofiset |  |  |  |
| :---: | :---: | :---: | :---: |
| \$ | 534,561.11 | \$ | 605,861 |
| \$ | 69,924.17 |  | 69,9 |
|  | 604,485.28 |  | 675 |


| BREAKDOWN BY COUNTX |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
|  | \% ${ }^{1}$ |  | 100thly |  | Amun |
| City of Gray | * | \$ | 275.00 | \$ | 1,650.00 |
| City of Eatonton | * | \$ | 250.00 | \$ | 1,500.00 |
| City of Gordon | * | \$ | 83.33 | \$ | 500.00 |
| City of Union Point | * | \$ | 83.33 | \$ | 500.00 |
| Baldwin | 28.16\% | \$ | 17,460.25 | \$ | 209,523.06 |
| Greene | 9.85\% | \$ | 5,361.82 | \$ | 64,341.80 |
| Hancock | 5.81\% | \$ | 2,926.72 | \$ | 35,120.59 |
| Jasper | 8.56\% | \$ | 4,312.00 | \$ | 51,743.94 |
| Jones | 17.66\% | S | 9,616.84 | \$ | 115,402.10 |
| Morgan | 11.00\% | \$ | 5,541.12 | S | 66,493,38 |
| Putnam | 13.07\% | \$ | 7,783.85 | \$ | 93,406.24 |
| Wilkinson | 5.89\% | \$ | 2,967.02 | \$ | 35,604.18 |
| CRRCUIT WIDE TOTAL: | 100\% | \$ | 56,661.27 | \$ | 675,785.29 |


| BREAKDOWN BY COUNTI Y (Personnel) |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  | Onthy |  | Amual |
| City of Gray | * | \$ | 275.00 | \$ | 1,650.00 |
| City of Eatonton | * | \$ | 250.00 | \$ | 1,500.00 |
| City of Gordon | * | \$ | 83.33 | \$ | 500.00 |
| City of Union Point | * | \$ | 83.33 | \$ | 500.00 |
| Baldwin | 28.16\% | \$ | 15,819.37 | \$ | 189,832.41 |
| Greene | 9.85\% | \$ | 4,787.86 | \$ | 57,454.27 |
| Hancock | 5.81\% | \$ | 2,588.17 | \$ | 31,058.00 |
| Jasper | 8.56\% | \$ | 3,813.20 | \$ | 45,758.43 |
| Jones | 17.66\% | \$ | 8,587.79 | \$ | 103,053.49 |
| Morgan | 11.00\% | \$ | 4,900.14 | \$ | 58,801.72 |
| Putnam | 13.07\% | \$ | 7,022.26 | \$ | 84,267.14 |
| Wilkinson | 5.89\% | \$ | 2,623.80 | \$ | 31,485.65 |
| CIRCUIT WIDE TOTAL: | 100\% | \$ | 50,834.26 | \$ | 605,861.11 |


| BREAKDOWN BY COUNTY (Operating) |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
| 2\%N\%2\% |  |  | uthy |  | nnunil |
| Baldwin | 28.16\% | \$ | 1,640.89 | \$ | 19,690.65 |
| 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 |
| CIRCIIIT WIDE TOTAI. | 10n\% | ¢ | 597701 | c | 6007418 |


| OFESET EUNDS |  |  |
| :---: | :---: | :---: |
| County City |  | Dunt |
| City of Gray | S | 1,650.00 |
| City of Eatonton | \$ | 1,500.00 |
| City of Gordon | S | 500.00 |
| City of Union Point | 5 | 500.00 |
| Baldwin | \$ | 39,300.00 |
| Greene | \$ | 4,800.00 |
| Jones | \$ | 8,650.00 |
| Putnam | 5 | 14,400.00 |
| Total | S | 71,300.00 |


| ROLLOVER: FY $22 \rightarrow$ FY 23 |  |  |  |
| :---: | :---: | :---: | :---: |
| 3\% County |  | mount | (\% \% \% |
| City of Gray | \$ | - | 0.00\% |
| City of Eatonton | \$ | - | 0.00\% |
| City of Gordon | \$ | - | 0.00\% |
| City of Union Point | , | - | 0.00\% |
| Baldwin | \$ | 18,630.64 | 31.35\% |
| Greene | \$ | 5,684.11 | 9.57\% |
| Hancock | \$ | 3,089.26 | 5.20\% |
| Jasper | \$ | 4,551.48 | 7.66\% |
| Jones | \$ | 10,195.11 | 17.16\% |
| Morgan | \$ | 5,848.86 | 9.84\% |
| Putnam | \$ | 8,289.69 | 13.95\% |
| Wilkinson | \$ | 3,131.80 | 5.27\% |
| Total | \$ | 59,420.95 | 100.00\% |


| ROLLOVER: FY $22 \rightarrow$ FY 23 |  |  |
| :---: | :---: | :---: |
| C0nnty ${ }^{\text {a }}$ - | A Mieunt | \% |
| Baldwin | \$ 1,108.66 | 31.35\% |
| Greene | \$ $\quad 338.25$ | 9.57\% |
| Hancock | \$ $\quad 183.83$ | 5.20\% |
| Jasper | \$ 270.85 | 7.66\% |
| Jones | \$ 606.69 | 17.16\% |
| Morgan | \$ 348.05 | 9.84\% |
| Putnam | \$ 493.30 | 13.95\% |
| Wilkinson | \$ . 186.37 | 5.27\% |
| Tntal | 2526 nn | 10 n กno\% |

THIS AGREEMENT is entered into this $\qquad$ day of $\qquad$ 2022, 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, 2022.

## 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. $\S 17-12-35$ provides as follows:
A circuit public defender office may contract with and may accept funds and grants from any public or private source; and

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

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

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

WHEREAS, GPDC is the fiscal officer for the Public Defender Office; and
WHEREAS, it is the intent of the parties to this agreement to provide for the operation of an indigent defense system to assure that adequate and effective legal representation is provided, independent of political considerations or private interests, to indigent defendants in criminal cases consistent with the standards adopted by the Georgia Public Defender Council. This system and this agreement include the following:
(1) The provision by the Public Defender Office of the statutorily required services to the County;
(2) The payment for additional personnel and services by the County;
(3) The provision by the County of their pro rata share of the costs of appropriate offices, utilities, telephone expenses, materials, and supplies as may be necessary to equip, maintain, and furnish the office or offices of the circuit public defender in an orderly and efficient manner;
(4) Travel advances and reimbursement of expenses;
(5) Salary supplements; and
(6) The provision for other matters necessary to carry out this agreement.

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

## ARTICLE 1

## STATUTORY PERSONNEL

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

Section 1.02 Statutory Services. The Public Defender Office agrees to provide representation to indigent defendants in the following cases:
(1) Felony and misdemeanor cases prosecuted in the Superior Court of Putnam County under the laws of the State of Georgia in which there is a possibility that a sentence of imprisonment or probation or suspension of sentence of imprisonment may be adjudged;
(2) Hearings in the Superior Court of Putnam County on a revocation of probation;
(3) Cases prosecuted in the Juvenile Courts of Putnam County in which a child may face a disposition 1 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.


#### Abstract

ARTICLE 3

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


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

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

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

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

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

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

## ARTICLE 4 <br> 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, 2022 and ending June 30, 2023.
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 tights 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:<br>John Bradley<br>Circuit Public Defender<br>Post Office Box 747<br>Gray, Georgia 31032<br>Putnam County:<br>Putnam County Board of Commissioners<br>117 Putnam Drive, Suite A<br>Eatonton, Georgia 31024<br>Georgia Public Defender Council:<br>Omotayo Alli, Director<br>270 Washington Street, Suite 6079<br>Atlanta, Georgia 30334

Section 5.06 Agreement modification. This agreement, including all Attachments hereto, constitutes the entire agreement between the parties with respect to the subject matter of this agreement and may be altered or a mended 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 Sectibrr 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 nondefaulting 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 $5^{\text {th }}$ 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 followint agreement termination or expiration and will be reclaimed. The parties agree that upon termination of this agreement, for any reason, all unexpended and unobligated funds held by the parties revert to the party entitled to the funds. The parties agree to reconcile expenditures against advances of funds within 30 days of termination of this agreement.

Section 5.10 Time. Time is of the essence.

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

ATTEST:

|  | Putnam County |
| :---: | :---: |
|  | BY: |
|  | Signature |
|  | Title |
|  | 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, 2022- June 31, 2023
The County agrees to pay the Public Defender Office $\$ \mathbf{9 3}, 406.24$ in 12 monthly installments of $\$ 7,783.85$. Installments are due to the Georgia Public Defender Council (GPDC) on the $15^{\text {th }}$ of the preceding month beginning on June 15, 2022. Invoices will be sent to the following address:

## Putnam County Board of Commissioners <br> ATTN: Finance Department <br> 117 Putnam Drive, Suite A <br> Eatonton, GA 31024

Installments will be paid directly to GPDC at the following address:
GPDC
Attn: Jason Ring
270 Washington Street
Suite 6079
Atlanta, GA 30334
The Public Defender Office agrees to use these funds for the purpose of paying the salary and benefits for county funded public defenders and assistants (Article 2) in addition to the expenditures necessary to equip, maintain, and furnish the Public Defender Office (Article 3).

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

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

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

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

Compliance with Standards. Subject to the availability of resources, the Public Defender Office agrees to provide the additional services provided for in this attachment in a professional manner consistent with the standards adopted by the Georgia Public Defender Council. In the event the Public Defender Office's caseload reaches a size that prevents the Public Defender Office from providing the additional services in a manner which meets the standards adopted by the Georgia Public Defender Council, the Public Defender Office may give the County 30 days written notice of its intent to suspend taking new additional services
cases pursuant to this attachment. The provisions of Section 5.08 shall apply duxing the period of he suspension. The Public Defender Office shall give the County 10 days written notice of its intent to lift the suspension of the additional services. At any time during a period of suspension of the additional services up to and including the $5^{\text {th }}$ calendar day after the County receives notice from the Public Defender Office of its intent to lift the suspension, the County may elect to terminate the its obligations under this attachment by giving the Public Defender Office written notice thereof; in which event the parties obligations under this attachment immediately terminate subject to the provisions of Section 5.08.

The Public Defender Office agrees to provide representation in the following court:
(a) State Court of Putnam County.
(1) Misdemeanor or ordinance violation cases in which there is a possibility that a sentence of imprisonment or probation or suspension of sentence of imprisonment may be adjudged.
(2)Hearings on a revocation of probation.

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

File Attachments for Item:
8. Approval of Right-of-Way Permit Application from AT\&T (staff-CM)

## Official Use Only



Permit No.

## PUTNAM COUNTY

## RIGHT-OF-WAY PERMIT APPLICATION

Date: 5/26/2022
CONTRACTOR NAME:
ANSCO
TELEPHONE NO.
864-494-6493
WINDING RIVER RD AREA
WORK TO BE DONE ON R.O.W. OF
N ROCK ISLAND DR
AND
DESCRIPTION OF WORK: AT\&T PROPOSES PLACING THE FOLLOWING:
PROPOSED 3221' OF FIBER OPTIC CABLE (BURIED ENVIRONMENT)
PROPOSED 17025' OF FIBER OPTIC CABLE (AERIAL ENVIRONMENT)
PROPOSED 201' OF BURIED 1" INNERDUCT \& PROPOSED 54' OF 3" FLEX PIPE
PROPOSED (5) 10X15 HANDHOLE \& PROPOSED (2) 17X30 HANDHOLE
DATE WORK TO BEGIN: 6/8/2022
COMPLETION DATE: 12/8/2022
ANY CRANE/BOOM LIFTING DEVICE OR SCAFFORLDING TO BE USED ON SITE $\quad \square$ YES $\square$ NO
IF YES - PLEASE PROVIDE A SKETCH OF LOCATION OF EQUIPMENT \& SAFETY MEASURES MUST BE SUBMITTED WITH THIS APPLICATION.

WORK AREA UNDER THIS PERMIT IS APPROXIMATELY DOES YOUR BOND COVER PATCH WORK
WILL THIS PERMIT REQUIRE BORING
WILL YOU NEED TO CLOSE A ROAD WILL YOU NEED TO CUT A SIDEWALK


Note: Permittee shall comply in whole with this permit, which is issued in accordance with PUTNAM COUNTY CODES \& ORDINANCES.
The closing of any road requires a sketch to be submitted and alternate route to be approved by the Putnam County Public Works Department.

| Applicant: HUSSAIN HAMLIN | Contact, If not Applicant | STEPHEN GRIGG |
| :---: | :---: | :---: |
| Company Name: AT\&T | Telephone: 864-494-6493 | Fax: |
| Mobile Phone: 404-765-6822 | Address: 3065 MAIN ST |  |
| City: EAST POINT | State: GA Zip Cod | d 30344 |



Know what's below.
Call before you dig.
$\qquad$
$\qquad$

## LOCATION MAP:

WORK LOCATION : 104 S ROCK ISLAND EATONTON,GA,USA

| $B U R I E D$ SYMBOL LEGEND |  |  |
| :--- | :--- | :--- |
| Proposed | Existing | Description |
| $\square$ | -B | BURIED CABLE |
| $\square$ | $\square$ | HANDHOLE |
| $\square$ |  | PIPE/CONDUIT |
| - | N/A | BORE |
| $\square$ | N/A | SPLICING PIT |


| AERIAL SYMBOL LEGEND |  |  |
| :---: | :---: | :--- |
| Proposed | Existing | Description |
| - A | - A | AERIAL CABLE |
| - | $\bigcirc$ | POLE |
| $*$ | $*$ | POWER POLE |
| $-<$ | - | ANCHOR \& GUY |
| $\square$ | N/A | LASH |



## ATTSE

PROPOSED TELEPHONE FACILITIES
ON RIGHT OF WAY

PUTNAM COUNTY


ALL PROPOSED FIBER/CONDUIT TO BE DIRECTIONAL BORED AT A MINIMUM OF 24" (48" MINIMUM UNDER STREETS)

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


IT IS THE CONTRACTORS RESPONSIBILITY TO CONTACT UTILITY COMPANIES PRIOR TO ANY CONSTRUCTION AS THE LOCATION OF UTILITIES SHOWN ON THIS PLAT ARE APPROXIMATE AND POSSIBLY INCOMPLETE. THEREFORE CERTIFICATION TO THE LOCATION OF ALL UNDERGROUND UTILITIES IS WITHHELD




















File Attachments for Item:
9. Approval of Surplus of Fixed Assets (staff-Fin)



## File Attachments for Item:

10. Appointment to the Putnam Development Authority (staff-CC)

| NAME | ADDRESS | DISTRICT | BACKGROUND | APPLICATION DATE |
| :---: | :---: | :---: | :---: | :---: |
| Brice Doolittle | 111 Dogwood Lane | 2 | Project Manager for ESG/EPWSA; Bachelors of Science in Biology from GA College and State University; serving on PDA since April 2021 | 5/12/2022 |
| Kerry Kenneth Glass | 176 Twisting Hill Rd | 4 | Territory Manager-Flint Equipment; BBA in Marketing and MBA in Finance from Kennesaw State | 5/24/2022 |
| Michael A. Payne | 104 Dogwood Lane | 2 | Investment Engagement Director at Chamber of Commerce; BS in Political Science from University of North GA | 5/24/2022 |
|  |  |  |  |  |
| There is one vacancy: |  |  |  |  |
| Brice Doolittle | Term Expired 6/1/2022 |  |  |  |
| 5 year term |  |  |  |  |

# PUTNAM COUNTY BOARD OF COMMISSIONERS 



117 Putnam Drive, Suite A $\diamond$ Eatonton, GA 31024<br>706-485-5826<br>www.putnamcountyga.us

## NOTICE

The Putnam County Board of Commissioners is seeking individuals interested in serving on the Putnam Development Authority. The candidates should be dedicated, fair minded, not self-serving and willing to devote the time necessary for the position. Successful candidate must attend State Mandated training before the end of the first year of appointment.

Interested persons should submit an application to the Putnam County Board of Commissioners, 117 Putnam Drive, Suite A, Eatonton, Georgia 31024. Applications will be accepted until the positions are filled. The board application form can be found on the county website at www.putnamcountyga.us (in the "How Do I..." or "Forms \& Documents" sections) or by calling 706-485-5826.

## PUTNAM DEVELOPMENT AUTHORITY

## MEMBER

John Wojtas, 2022 Vice Chairman
101 Horseshoe Court
Eatonton, GA 31024
Patty Burns, 2022 Secretary/Treasurer
120 Nina Drive
Eatonton, GA 31024

Walter C. Rocker, III**, 2022 Chairman 05/01/2023
409 N. Madison Avenue
Eatonton, GA 31024
TERM EXPIRES
05/01/2026

05/01/2025

Brice Doolittle****
111 Dogwood Lane
Eatonton, GA 31024

Mylle Mangum*
05/01/2023
416 North Jefferson Avenue
Eatonton, GA 31024
*Filling the unexpired term of Ed Waggoner
**Filling the unexpired term of Bill Sharp
****Filling the unexpired term of Eugene Smith

## PUTNAM COUNTY BOARD OF COMMISSIONERS



# 117 Putnam Drive, Suite A $\triangle$ Eatonton, GA 31024 706-485-5826 $\bigcirc$ 706-923-2345 fax www.putnamcountyga.us 

## APPLICATION FOR BOARDS, COMMITTEES, \& AUTHORITIES

| Name: $\underline{\text { Brice Doolittle }}$ |
| :--- |
| Address: 111 Dogwood Lane |
| Eatonton, GA 31024 |
| Occupation: Project Manager |

Home Phone: 7
Work Phone: 706-485-5252
Cell Phone:
E-mail:
bdoolittle@esginc.net

I would like to apply for appointment to the following Board, Committee, or Authority:
Putnam County Development Authority
$\begin{array}{llll}\text { Which district do you live in? } \\ \square & \square & \square & \square\end{array}$
Briefly explain your educational background Bachelors of Science in Biology from Georgia College and State University

Are you an owner or officer in any business or corporation?


If yes, please list the name and activity of the business or corporation: $\qquad$ Project Manager for ESG ESG Operations' EPWSA Project

Please explain any previous experience with State or Local Government: I began serving on the PDA in April of 2021.

Briefly explain why you seek this appointment:
I believe that a big part of economic development is directly tied to the utilities that a community can provide. I have vast knowledge of all of the underground infrastructure in Eatonton/Putnam County. This knowledge is crucial when meeting with potential industries to be able to answer all water and sewer questions.

If appointed, I agree to serve.


$$
5 / 12 / 2022
$$

Application Date
*This application should be submitted to the Putnam County Board of Commissioners. Any additional information may be included on a separate page.

May 23, 2022
Mr. Billy Webster
Chairman
Putnam County Board of Commissioners
117 Putnam Drive
Eatonton, GA 31024

RE: Board Seat - Putnam County Development Authority

Dear Mr. Webster:
Enclosed please find my application for a board seat on the Putnam County Development Authority.

As my application indicates I have a BBA degree in Marketing and an MBA in Finance from Kennesaw State University. I have spent the past 25 years working in the heavy equipment industry for both Caterpillar and John Deere, and I am currently employed by Flint Equipment, the Deere construction equipment dealer for the state of Georgia, as a territory manager.

During my time in the equipment business, I have worked with county commissioners across the State of Georgia in providing their constituents with the highest quality roads while making sure that the county had the lowest possible owning and operating cost for the taxpayers. I have attended the ACCG annual convention every year for the past 20 years.

I would like to serve my community in this position to advance the economic prospects of Putnam County while respecting and preserving the small town feel and atmosphere that we have all come to enjoy.

I am available to discuss my qualification at a time of your choosing. I can be contacted at the above number should you have any questions or require any additional information.

Your thoughtful consideration is appreciated.


Cc: Comm Jeff Wooten

## PUTNAM COUNTY BOARD OF COMMISSIONERS



## 117 Putnam Drive, Suite A $\diamond$ Eatonton, GA 31024 706-485-5826 $\bigcirc 706-923-2345$ fax <br> www.putnamcountyga.us

APPLICATION FOR BOARDS, COMMITTEES, \& AUTHORITIES

Name:
Kerry Kenneth Glass
Address: 176 Twisting Hill Road
Eatonton, GA 31024
Occupation: Territory Manager - Flint Equipmen


Work Phone:
Cell Phone:
E-mail

I would like to apply for appointment to the following Board, Committee, or Authority: Putnam County Development Authority

Which district do you live in?



$\square$
Briefly explain your educational background I have a BBA Degree in Marketing from Kennesaw State and a MBA in Finance from Kennesaw State University

Are you an owner or officer in any business or corporation?
 If yes, please list the name and activity of the business or corporation: $\qquad$

Please explain any previous experience with State or Local Government:
Please see attached letter.

Briefly explain why you seek this appointment: I would like to serve my community, and help to make Putnam County prosper with a strong economy without sacrificing the small town feel of the community.
$\qquad$
$\qquad$

If appointed, I agree to serve.

$\frac{\text { 5-23-22 }}{\text { Application Date }}$
*This application should be submitted to the Putnam County Board of Commissioners. Any additional information may be included on a separate page.

## PUTNAM COUNTY BOARD OF COMMISSIONERS

RECEIVED
By Lynn Butterworth at 10:06 am, May 24, 2022

117 Putnam Drive, Suite A $\diamond$ Eatonton, GA 31024<br>706-485-5826 $\bigcirc$ 706-923-2345 fax<br>www.putnamcountyga.us

## APPLICATION FOR BOARDS, COMMITTEES, \& AUTHORITIES



I would like to apply for appointment to the following Board, Committee, or Authority:
Putnam Development Authority

Which district do you live in? $\quad \square 1 \quad \square 2 \quad \square 3$
Briefly explain your educational background Bachelor of Science (BS) in Political Science
University of North Georgia-2012

Are you an owner or officer in any business or corporation?


If yes, please list the name and activity of the business or corporation: $\qquad$

Please explain any previous experience with State or Local Government: Through my job at the Eatonton-Putnam Chamber of Commerce, I work with the State and Local Government regularly.

Briefly explain why you seek this appointment:
As a resident of Eatonton and Putnam County, I feel it's my responsibility to contribute. The more I care and contribute, the more I grow.
$\qquad$


May 24, 2022
Application Date
*This application should be submitted to the Putnam County Board of Commissioners. Any additional information may be included on a separate page.

## File Attachments for Item:

11. Awarding of Solicitation 22-04-21 Bethel Church Road Waterline Relocation (staff-CM )

## BID TABULATION FOR ALL BIDS

RECEIVED AT PUTNAM COUNTY
ON THURSDAY, MAY 12, 2022 AT 2:00 PM
PROJECT:
Bethel Church Road Waterline Relocatio

| Bethel Church Road Waterline Relocation | BIDDERS: <br> Project \#: P0001.002 |
| :--- | :--- |
| Fortis Engineering <br> 607 Old Pheonix R |  |
| A. BASE BID | Eatonton, GA 3102 |
| ITEM |  |


| A. BASE BID |  |  |  | Eatonton, GA 31024 |  |  |  | Macon, GA 31204 |  |  |  | Newnan, GA |  |  |  | aston, GA |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| $\begin{aligned} & \hline \text { ITEM } \\ & \text { NO. } \end{aligned}$ | QTY. | UNIT | DESCRIPTION |  | $\begin{aligned} & \text { UNIT } \\ & \text { PRICE } \end{aligned}$ |  | $\begin{aligned} & \text { TOTAL } \\ & \text { PRICE } \end{aligned}$ |  | $\begin{aligned} & \hline \text { UNIT } \\ & \text { PRICE } \end{aligned}$ |  | TOTAL PRICE |  | $\begin{aligned} & \text { UNIT } \\ & \text { PRICE } \end{aligned}$ |  | TOTAL PRICE |  | $\begin{aligned} & \text { UNIT } \\ & \text { PRICE } \end{aligned}$ |  | TOTAL PRICE |
| BASE BID |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 1 | 200 | CY | Rock Removal - Base Cost | \$ | 60.00 | \$ | 12,000.00 | \$ | 60.00 | \$ | 12,000.00 | \$ | 60.00 | \$ | 12,000.00 | \$ | 60.00 | \$ | 12,000.00 |
| 2 | 200 | CY | Rock Removal - Premium Cost | \$ | 85.00 | \$ | 17,000.00 | \$ | 140.00 | \$ | 28,000.00 | \$ | 85.00 | \$ | 17,000.00 | \$ | 85.00 | \$ | 17,000.00 |
| 3 | 1.30 | AC | Clearing \& Grubbing | \$ | 15,000.00 | \$ | 19,500.00 | \$ | 9,500.00 | \$ | 12,350.00 | \$ | 7,300.00 | \$ | 9,490.00 | \$ | 41,615.38 | \$ | 54,099.99 |
| 4 | 1,800 | LF | 12" C-900 PVC Water Main (Open Cut) | \$ | 79.23 | \$ | 142,614.00 | \$ | 90.60 | \$ | 163,080.00 | \$ | 129.00 | \$ | 232,200.00 | \$ | 127.05 | \$ | 228,690.00 |
| 5 | 1 | EA | 3-Way Fire Hydrant Assembly | \$ | 4,618.08 | \$ | 4,618.08 | \$ | 3,817.00 | \$ | 3,817.00 | \$ | 6,100.00 | \$ | 6,100.00 | \$ | 6,654.71 | \$ | 6,654.71 |
| 6 | 1 | EA | 6" Gate Valve w/Box | \$ | 1,907.39 | \$ | 1,907.39 | \$ | 1,750.00 | \$ | 1,750.00 | \$ | 1,950.00 | \$ | 1,950.00 | \$ | 2,157.66 | \$ | 2,157.66 |
| 7 | 1 | EA | 12" Gate Valve w/ Box | \$ | 4,770.28 | \$ | 4,770.28 | \$ | 4,500.00 | \$ | 4,500.00 | \$ | 5,125.00 | \$ | 5,125.00 | \$ | 4,604.72 | \$ | 4,604.72 |
| 8 | 500 | LB | C-153 Compact Ductile Iron Fittings | \$ | 12.83 | \$ | 6,415.00 | \$ | 15.00 | \$ | 7,500.00 | \$ | 15.00 | \$ | 7,500.00 | \$ | 34.72 | \$ | 17,360.00 |
| 9 | 2 | EA | Cut \& Cap Existing 12" Water Main | \$ | 3,249.74 | \$ | 6,499.48 | \$ | 4,150.00 | \$ | 8,300.00 | \$ | 1,650.00 | \$ | 3,300.00 | \$ | 4,260.47 | \$ | 8,520.94 |
| 10 | 2 | EA | Connect to Existing 12" Water Main | \$ | 4,891.00 | \$ | 9,782.00 | \$ | 4,500.00 | \$ | 9,000.00 | \$ | 9,500.00 | \$ | 19,000.00 | \$ | 1,697.71 | \$ | 3,395.42 |
| 11 | 1 | EA | Remove Existing Fire Hydrant | \$ | 1,200.00 | \$ | 1,200.00 | \$ | 500.00 | \$ | 500.00 | \$ | 1,000.00 | \$ | 1,000.00 | \$ | 4,821.60 | \$ | 4,821.60 |
| 12 | 1 | LS | Flowable Fill | \$ | 6,000.00 | \$ | 6,000.00 | \$ | 22,300.00 | \$ | 22,300.00 | \$ | 28,500.00 | \$ | 28,500.00 | \$ | 37,000.00 | \$ | 37,000.00 |
| 13 | 1 | LS | Water Meter \& Valve Vault Relocation | \$ | 81,680.38 | \$ | 81,680.38 | \$ | 80,000.00 | \$ | 80,000.00 | \$ | 85,000.00 | \$ | 85,000.00 | \$ | 138,488.48 | \$ | 138,488.48 |
| 14 | 1 | LS | Erosion Control | \$ | 10,000.00 | \$ | 10,000.00 | \$ | 10,000.00 | \$ | 10,000.00 | \$ | 18,850.00 | \$ | 18,850.00 | \$ | 17,220.00 | \$ | 17,220.00 |
| 15 | 1 | LS | Traffic Control | \$ | 6,000.00 | \$ | 6,000.00 | \$ | 1,500.00 | \$ | 1,500.00 | \$ | 3,250.00 | \$ | 3,250.00 | \$ | 21,043.68 | \$ | 21,043.68 |
| 16 | 1 | LS | Supplementwal Work Allowance | \$ | 20,000.00 | \$ | 20,000.00 | \$ | 20,000.00 | \$ | 20,000.00 | \$ | 20,000.00 | \$ | 20,000.00 | \$ | 20,000.00 | \$ | 20,000.00 |
|  |  |  | TOTAL BASE BID AMOUNT |  |  | \$ | 349,986.61 |  |  | \$ | 384,597.00 |  |  | \$ | 470,265.00 |  |  | \$ | 593,057.20 |

## B. ALTERNATE BID ITEMS - Modified Pipe Materia

| ALT-4 | 1,800 | LF | 12 " Ductile Iron Water Main (Open Cut) |
| :--- | :--- | :--- | :--- |


\section*{| C. ALTERNATE BID ITEMS - Highway 441 Jack \& Bore |
| :--- |
| C-1 |}


| C-1 | 30 | LF | 12" Water Main (Open Cut) | \$ | 80.23 | \$ | 2,406.90 | \$ | 79.50 | \$ | 2,385.00 | \$ | 129.00 | \$ | 3,870.00 |  | \$ | 96.69 | \$ | 2,900.70 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| C-2 | 115 | LF | 12" Water Main w/ 20" Steel Casing (Open Cut) | \$ | 290.89 | \$ | 33,452.35 | \$ | 224.15 | \$ | 25,777.25 | \$ | 376.00 | \$ | 43,240.00 |  | \$ | 350.40 | \$ | 40,296.00 |
| C-3 | 110 | LF | 12" Water Main (Jack \& Bore, Includes 20" Steel Casing) | \$ | 475.93 | \$ | 52,352.30 | \$ | 419.15 | \$ | 46,106.50 | \$ | 747.00 | \$ | 82,170.00 |  | \$ | 703.52 | \$ | 77,387.20 |
| C-4 | 1 | EA | 3-Way Fire Hydrant Assembly | \$ | 4,618.08 | \$ | 4,618.08 | \$ | 3,817.00 | \$ | 3,817.00 | \$ | 6,100.00 | \$ | 6,100.00 |  | \$ | 6,654.77 | \$ | 6,654.77 |
| C-5 | 1 | EA | 6" Gate Valve w/ Box | \$ | 1,907.39 | \$ | 1,907.39 | \$ | 1,750.00 | \$ | 1,750.00 | \$ | 1,195.00 | \$ | 1,195.00 |  | \$ | 2,157.66 | \$ | 2,157.66 |
| C-6 | 2 | EA | 12" Gate Valve w/ Box | 5 | 4,770.28 | \$ | 9,540.56 | \$ | 4,500.00 | \$ | 9,000.00 | \$ | 5,125.00 | \$ | 10,250.00 |  | \$ | 4,604.72 | \$ | 9,209.44 |
| C-7 | 1 | EA | 12 M MJ DI Plug |  | 2,188.75 | \$ | 2,188.75 | \$ | 2,500.00 | \$ | 2,500.00 | \$ | 1,645.00 | \$ | 1,645.00 |  | \$ | 1,197.08 | \$ | 1,197.08 |
|  |  |  | TOTAL ALTERNATE C ITEMS |  |  | \$ | 106,466.33 |  |  | \$ | 91,335.75 |  |  | \$ | 148,470.00 |  |  |  | \$ | 139,802.85 |

## *Due to an error in multiplication, Pyles Plumbing Alternate Item C-6 Total Price changed from $\$ 4,500.00$ to $\$ 9,000.00$

## *Due to a rounding error on base bid item 3 and a multiplication error on base bid item 8, Coggins Total Base Bid changed from $\$ 593,054.71$ to $\$ 593,057.20$. Due to an error in multiplication, Coggins Alternate Item ALT-4 Total Price changed from $\$ 186,141.84$ to $\$ 186,138.00$. Due to an error in multiplication, Coggins Alternate Item C-2 Total Price changed from $\$ 40,296.28$ to $\$ 40,296.00$. Due to an error in multiplication, Coggins Alternate Item

 C-3 changed from $\$ 77,387.22$ to $\$ 77,387.20$I hereby certify that this is a tne fnd accurate Bid Tabulation of all bids received on May 12, 2022.


Charlie Bridges, Project Manager

## ESG ENGINEERING

May 19, 2022

Paul Van Haute
Putnam County
117 Putnam Drive
Eatonton, GA 31024

SUBJECT: Recommendation of Award
Bethel Church Rd Waterline Relocation

Mr. Van Haute,
As you are aware, bids were received and opened for the above subject project on Thursday, May 12, 2022. A total of four (4) responsive bids were received. Fortis Engineering, with a total base bid of $\$ 349,986.61$ was determined to be the low bidder.

ESG Engineering recommends that the Putnam County enter into an Agreement with Fortis Engineering for the project titled, "Bethel Church Road Waterline Relocation" in the amount of \$349,986.61.

I have enclosed the Bid Tabulation and the Notice of Award. Upon approval, please sign the Notice of Award and return it to me so I can forward it to the Contractor for his signature.

Please contact me with any comments or questions.
Sincerely,
ESG Engineering, Inc.


Charlie Bridges
Project Manager

## File Attachments for Item:

12. Authorization for staff to schedule a Public Hearing for proposed adoption of changes to the Putnam County Code of Ordinances - Chapter 28 (Development Regulations) (staff-CA)

## EXPLANATION OF DOCUMENTS:

## Red language equals added text.

Struck through language equals deleted text.

## Chapter 28 - DEVELOPMENT REGULATIONS

## Sec. 28-40. Development consultation and concept plan.

(a) Minor subdivision.
(1) The developer who chooses to divide a parcel into four or fewer lots must consult with the director before proceeding with the drawings showing the proposed division of the parcel.
(2) The lots in the minor subdivision must front on an existing public or private road classified as other than an arterial or collector whether of the state or county roadway system as defined by this chapter.
(3) Any minor subdivision of property contained within a major subdivision for which a final plat has been submitted within the last $\qquad$ years must front on the interior public or private roads of the major subdivision.
(b) Major subdivision and site development.
(1) A concept plan, drawn to scale, is required reflecting the conditions of the zoning approval, if any were so applied by the board of commissioners, and shall be submitted to and approved by the director prior to the submittal of any other drawings and documents. The director shall have five days to determine compliance with the applicable conditions of zoning approval and shall inform the applicant of the director's remarks or approval before submission to the technical review committee (TRC).
(2) If no conditions of approval apply to the land on which the subdivision is proposed, the developer may choose to either meet with the director informally to discuss the concept of the subdivision or to submit an application for preliminary plat approval.
(3) The lots in the major subdivision must front on interior public or private road, which are to be designed according to article III, design standards, division 1, infrastructure requirements of this chapter.
(c) Site development.
(1) The term "site development" means any multifamily or a commercial or industrial project intended to be developed as an entity. Each site development is described, in part, by a site plan, which shows the development in detail.
(2) For all multifamily, commercial, or industrial projects, the developer shall submit a concept plan to the director for processing to the TRC that shall comply in all respects to chapter 66, zoning, subsection 66161(c)(12).
(3) Subsequent to the review of the application by the TRC and approval of the concept plan by the director, the applicant shall prepare a detailed site plan to accompany the application for a development permit. (See section 28-52.)
(Res. of 7-17-2007(2); Ord. of 3-15-2016(1) )

## Sec. 28-65. Design guidelines for major subdivisions and site developments.

(a) Continuation of existing streets. Where feasible, existing streets shall be extended for access into the subdivision. Such extensions shall be continued at the same or greater width, but in no case shall be less than the required width. However, street extensions shall connect developments of similar uses only as defined by the zoning ordinance. In no case shall a street in an industrial development be connected to a street in a residential zoning district. Traffic loading on the existing street system must be considered. If the additional traffic volume is determined by the director to exceed the design specifications of the existing street and/or the nearest street intersection, the director may deny access or require the developer to improve the existing street and/or intersection approaches to accommodate the additional volume.
(b) Linear street vertical grades. Maximum and minimum linear street grades shall be as follows:
(1) County arterial street: not more than six percent.
(2) County collector street: not more than ten percent.
(3) Local streets: not more than 12 percent.
(4) Alleys: not more than 12 percent.
(c) Horizontal curvature. The minimum radii of centerline road curvature shall be as follows:
(1) County arterial street: 300 feet.
(2) County collector and local street: 200 feet.
(3) Local streets: 100 feet.
(d) Tangents. Between reverse curves, there shall be a tangent having a length not less than 50 feet on local streets and 100 feet on county collectors and 200 feet on county arterials.
(e) Vertical alignment. There shall be a horizontal sight distance at all intersections, when measured from a height of three feet, according to the requirements of Chapter Three of the Georgia Department of Transportation Regulations for Driveway and Encroachment Control.
(f) Intersection design. Street intersections shall be as nearly at right angles as possible. No street intersection shall be at an angle of less than 78 degrees. Street intersections must be separated from each other in accordance with Table 3-1 in Chapter Three of the Georgia Department of Transportation Regulations for Driveway and Encroachment Control.
(g) Cross slope. Street and road cross slopes shall be at least two percent (one-fourth inch per foot) measured tangent to the center run of the road. Appropriate cross slope design considerations shall be made for transitions into and through super elevations at curves.
(h) Driveway turnouts/curb cuts. Where deemed necessary by the director, the driveway or entrance (residential or industrial) shall have a paved turnout, meeting Georgia DOT specifications. Commercial driveways or entrances shall have a paved turnout, meeting Georgia DOT specifications, extending from the edge of the existing pavement of at least 20 feet into the property.
(1) Turnouts/curb cuts shall be designed and constructed so as not to release runoff waters onto the roadway but rather into curb inlets or roadside ditches before reaching the existing street/road. Runoff waters from a 25 -year or less storm event are not allowed to drain off a driveway onto a street/road. In high traffic/volume areas (typically county arterials and collectors) designs accommodating larger storm events will be required.
(2) No curb cut shall be located closer to the nearest radius return of the intersection of two streets than 100 feet. Curb cut spacing shall adhere to Table 3-1 "Driveway Spacing Criteria" in Chapter Three of the Georgia Department of Transportation Regulations for Driveway and Encroachment Control unless the width of the parcel requesting the curb cut is insufficient to achieve this standard because of the existence of curb cuts on adjacent parcels or where the length of the street on which such curb cut is proposed is less than 100 feet and only one parcel is served by such street. In which case If either condition exists for a curb cut to be within 100 feet of the intersection of two streets, the director shall determine which location protects the rights of the property owner and the protection of safety of the public.
(Res. of 7-17-2007(2); Ord. of 3-15-2016(1) )
Editor's note(s)—An ordinance adopted March 15, 2016 changed the title of § 28-65 from "design" guidelines for subdivisions and site developments to read as herein set out.


[^0]:    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.

