## PUTNAM COUNTY BOARD OF COMMISSIONERS



## 117 Putnam Drive, Suite A ◊ Eatonton, GA 31024

# Agenda Tuesday, July 19, 2022 ◊ 6:30 PM Putnam County Administration Building – Room 203

#### **Opening**

- 1. Welcome Call to Order
- 2. Approval of Agenda
- 3. Invocation
- 4. Pledge of Allegiance (BS)
- 5. Special Presentation Chamber of Commerce

#### **Zoning Public Hearing**

- 6. Request by Rocker Construction, Inc. for conditional use at 368 Harmony Road [Map 072, Parcel 015, District 1] (staff-P&D) The applicant is requesting to withdraw this item without prejudice.
- 7. Request by William & Barbara Vargo to rezone 10.60 acres at 230 Quesenberry Drive from R-1 to AG [Map 115B, Parcel 080,081,082,083, District 3] (staff-P&D) The applicant is requesting to withdraw this item without prejudice.

#### **Code of Ordinances Public Hearing**

8. Proposed adoption of changes to the Putnam County Code of Ordinances - Chapter 28 (Development Regulations) and Chapter 32 (Fire Protection and Prevention)

#### **Regular Business Meeting**

- 9. Public Comments
- 10. Consent Agenda
  - a. Approval of Minutes July 1, 2022 Regular Meeting (staff-CC)
  - b. Approval of Minutes July 11, 2022 Budget Work Session (staff-CC)
  - c. Approval of Minutes July 12, 2022 Budget Work Session (staff-CC)
  - d. Authorization for Chairman to sign Agreement for Section 5311 Transit Operating between Georgia Department of Transportation and Putnam County (staff-Transit)
- 11. Request to begin the road abandonment process for Battlesmith Road (staff-PW) (Tabled from 6-21-2022 meeting)
- 12. Awarding of Solicitation 22-36001-001 Ambulance (staff-EMS)
- 13. Awarding of Solicitation 22-36001-002 Ambulance Remount (staff-EMS)
- 14. Appointment to the Region Two Behavioral Health and Developmental Disabilities Planning Board (staff-CC)

#### **Reports/Announcements**

- 15. County Manager Report
- 16. County Attorney Report
- 17. Commissioner Announcements

#### Closing

18. Adjournment

#### **Post Meeting**

19. Presentation of new Aerial Fire Truck

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:**

**6.** Request by Rocker Construction, Inc. for conditional use at 368 Harmony Road [Map 072, Parcel 015, District 1] (staff-P&D)

The applicant is requesting to withdraw this item without prejudice.

## **Letter of Intent**

Date: 7/1/2022

To: Ms. Lisa Jackson

Putnam County Planning and Zoning

RE: Approximately <u>76 acres</u>, located at <u>368 Harmony Road, Map 072 Parcel 015</u> (hereinafter "Property")

The purpose of this letter is to withdraw our application without prejudice. We intend to answer some questions for the Department of Planning and Zoning and present our application at the September meeting.

Best Regards,

Walter C. Rocker III

Vice President

Rocker Construction, Inc.



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

## Staff Recommendations Thursday, July 07, 2022, ◊ 6:30 PM

Putnam County Administration Building - Room 203

TO: Board of Commissioners

FROM: Lisa Jackson

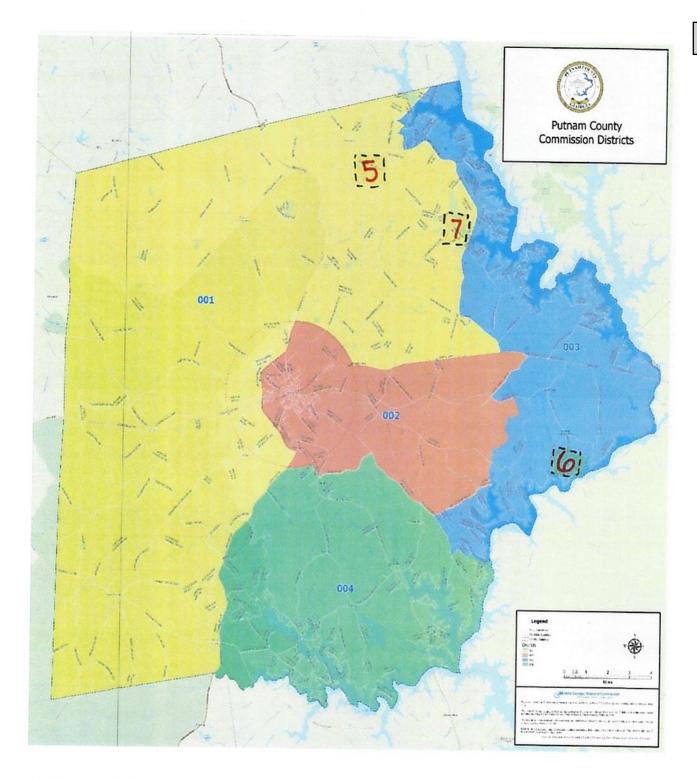
RE: Staff Recommendation for Public Hearing Agenda on 7/7/2022

Request by Rocker Construction, Inc. for conditional use at 368 Harmony Road. [Map 072, Parcel 015, District 1]. \* The applicant is requesting to withdraw without prejudice.

Staff recommendation is for approval to withdraw without prejudice at 368 Harmony Road [Map 072, Part of Parcel 015, District 1].

The Planning & Zoning Commission's recommendation is for approval to withdraw without prejudice at 368 Harmony Road [Map 072, Parcel 015, District 1].





- 5. Request by by Rocker Construction, Inc. for conditional use at 368 Harmony Road. [Map 072, Parcel 015, District 1]. \*
- 6. Request by William & Barbara Vargo to rezone 10.60 acres at 230 Quesenberry Drive from R-1 to AG. [Map 115B, Parcel 080,081,082,083, District 3]. \*
- 7. Request by JPC Design and Const. LLC, agent for William B. Jones to rezone 0.94 acres at 114 Briarpatch Road from R-2 to C-1. [Map 096B, Parcel 063, District 1]. \*

# William Charles

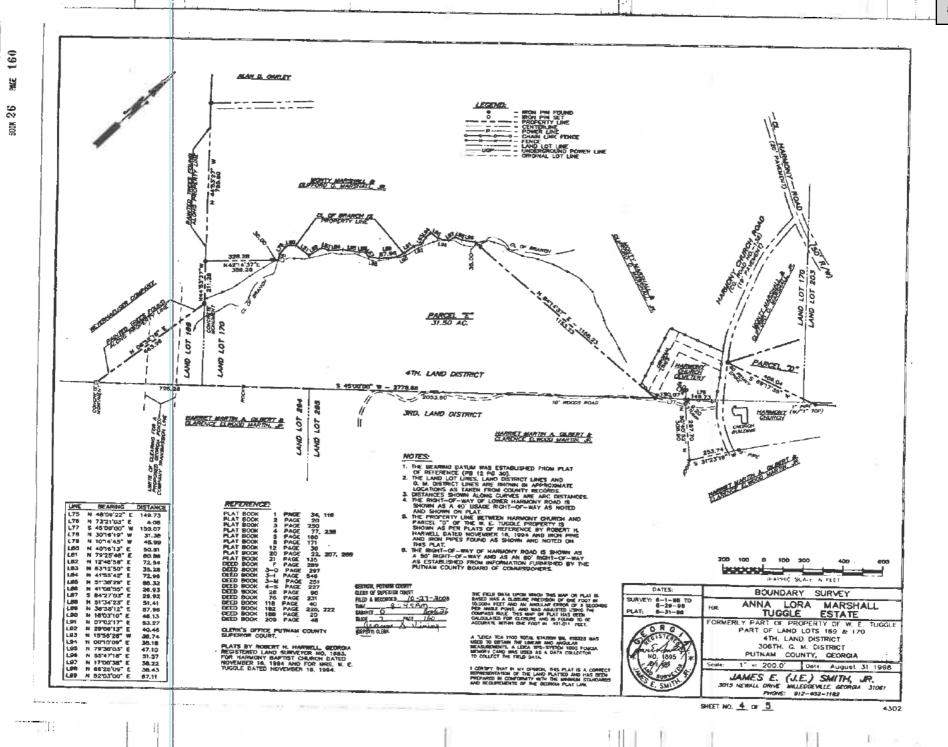
# PUTNAM COUNTY PLANNING & DEVELOPMENT

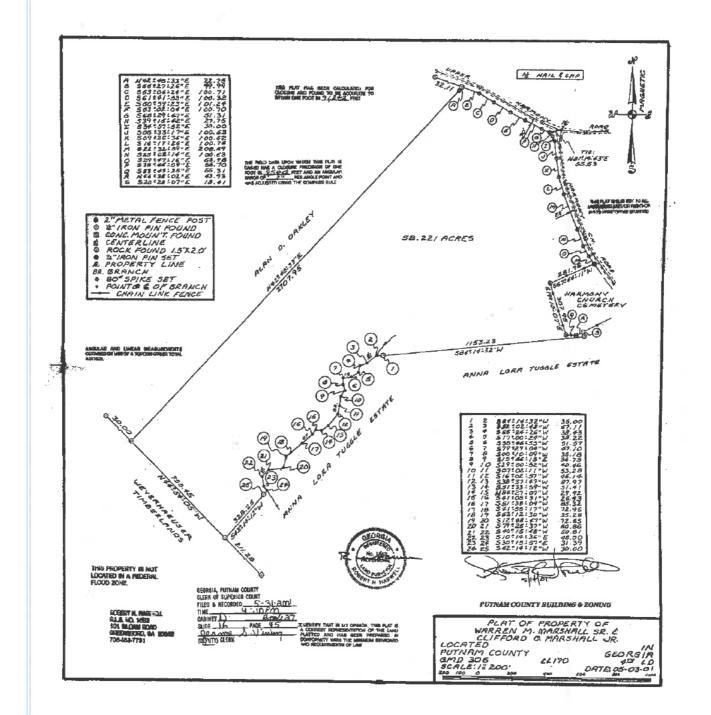
117 Putnam Drive, Suite B ◊ Eatonton, GA 31024 Tel: 706-485-2776 ◊ 706-485-0552 fax ◊ www.putnamcountyga.us

APPLICATION CONDITIONAL USE

Plan-2022-0100

Application Information (same as owner Yes BM No [])	Property Information
Name: Rocker Construction, Inc.	Address: 368 Harmony Road, Eatonton, GA 31024 Parcel 072015
Address: 601 Oak Street, Eatonton, GA 31024	Map: 072 Presently Zoned: AG Parcel: 015 Com. District
Phone:	Total Acreage: 76.69 Acres
Email:	In Conservation Use: Yes [] No M
Fax:	State Waters on Property: Yes [] No M
Arterial/State Road. Yes: No: X	Too D 110 B
Briefly describe the proposed conditional use: agricultur	re / recreation
Existing zoning district classification of the property Existing: agriculture North: agriculture South:	and adjacent properties: agriculture East: agriculture West: agriculture
*SUPPORTING INFORMATION ATTACHED T	O APPLICATION*
RECORDED PLAT: X LETTER OF AGENCY	LETTER OF INTENT
COPY OF WARRANTY DEED:	THE THE TAX OF THE TAX
	rovision for sanitary sewage disposal: septic system X, or roviding same, or, if new development, provide a letter from
*SIGNATURE OF APPLICANT:	DATE: 05/25/2022
COUNTY/CITY OF EATONTON HARMLESS IN THE EV LEGAL AUTHORITY.	THE PROPERTY OWNER OR HAS THE LEGAL AUTHORITY TO PPLICANT AGREES TO INDEMNIFY AND HOLD PUTNAM ENT IT IS DETERMINED APPLICANT DOES NOT HAVE SUCH
DATE FILED 5-20-22 FEE: \$ 220.00 CK. NO.91	07+9108cashc.cardinitials_&W
DATE OF NEWSPAPER AD: DATE SI	GN POSTED:
PLANNING & ZONING HEARING: 7-7-22	RESULT:
COMMISSIONERS'/CITY COUNCIL HEARING: 7-19-1	RESULT:





CATHER AND CO WITH

#### Letter of Intent

Date: 5/26/2022

To: Ms. Lisa Jackson

Putnam County Planning and Zoning

RE: Approximately <u>76 acres</u>, located at <u>368 Harmony Road</u>, <u>Map 072 Parcel 015</u> (hereinafter "Property")

The purpose of this letter is to outline the terms and conditions under which <u>Rocker Construction</u>, <u>Inc.</u> intends to install a private skeet and trap range on the Property.

Attached hereto, you will find a satellite photograph showing the parcel boundaries as shown by the Putnam County Tax Assessor's office. The two red boxes are the approximate locations of the proposed skeet and trap ranges as depicted on the attached layout plans.

The ranges are **NOT** being installed as a for-profit operation.

Rocker Construction, Inc. is also willing to use these facilities in a way as to not disturb both church and funeral services at the Harmony Baptist Church. For this reason, we will gladly not use the facilities before 1pm on Sundays, and will refrain from use during funeral services if given prior notice by the church.

It is anticipated that lights will be installed on the ranges for use during dark hours in the fall and winter.

Walter C. Rocker III

Vice President

Rocker Construction, Inc.

DOC# 001628
FILED IN OFFICE
03/17/2005 01:15 PM
BK:495 PG:77-78
SHEILA LAYSON COC
CLERK OF SUPERIOR

Putnam Co Clerk of Court

REAL ESTATE TRANSFER TAX PAID: \$300,30 PT 61-117-2005-000582

RECEIVED

MAR 1 7 2005 10: 35 (AM) PM

Return to: Huskins Law Firm LLP, 114 1/2 West Marion Street, P.O. Box 3368, Eatonton, Georgia 31024

#### WARRANTY DEED

STATE OF GEORGIA, COUNTY OF PUTNAM

This INDENTURE, Made this day of March, in the Year of Our Lord Two Thousand Five (2005) between TONYA L. GORDON of the State of Georgia and County of Greene of the First Part, and ROCKER CONSTRUCTION, INC. of the State of Georgia and County of Putnam of the Second Part,

WITNESSETH: That the said party of the First Part, for and in consideration of the sum of THREE HUNDRED THOUSAND THREE HUNDRED AND 00/100 (\$300,300.00) DOLLARS, in hand paid, at and before the sealing and delivery of these presents; the receipt of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the said party of the Second Part, their heirs and assigns,

All that tract or parcel of land lying and being in Land Lot 170, 4th Land District, 306th G.M.D., Putnam County, Georgia. Being described as 58.221 acres, more or less, according to a plat prepared by Robert H. Harwell, R.L.S. No. 1683, dated May 3, 2001, and recorded in Plat Cabinet D, Plat Book 27, Slide 16, Page 45, Clerk's Office, Putnam County Superior Court. Said plat is made a part of this description by reference herein.

PRIOR DEED REFERENCE: This is the same property conveyed by Warranty Deed from Jack Smith, Jr. to Tonya L. Gordon dated October 12, 2003, as recorded in Deed Book 438, Page 567, said Clerk's Office.

LESS AND EXCEPT: All that certain tract or parcel of land lying and being in Land Lot 170, 4th District, 306 G.M.D., Putnam County, Georgia, containing 12.0 acres, more or less, and having such shape, courses, metes and distances as will more fully appear by reference to that certain plat of survey for Ed Blume prepared by Robert H. Harwell, Registered Surveyor Number 1683 dated February 13, 2004, and recorded in Plat Cabinet D, Slide 62, Page 209, in the Office of the Clerk of the Superior Court of Putnam County, Georgia, which said plat and the record thereof are herby incorporated herein and made a part hereof by reference. This is a portion of the same land conveyed by Jack Smith, Jr. to Tonya L. Gordon by deed dated October 12, 2003, recorded in Deed Book 438, Page 567, said Clerk's Office.

Huskins Law Firm, LLP Attorneys at Law P.Q. Box 3368 Ealenfon, GA 31024

THIS CONVEYANCE is made subject to all zoning ordinances, easements and restrictions of record affecting said described property.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining to the only proper use, benefit and behoof of the said party of the Second Part, its heirs and assigns, forever, in Fee Simple.

and the first

AND THE SAID party of the First Part, for her heirs, executors and administrators, will warrant and forever defend the right and title to the above described property, unto the said party of the Second Part, its heirs and assigns, against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the said party of the First Part has hereunto set her hand and seal, the day and year above written.

Lenys & Gadin

Signed, sealed and delivered in presence of:

#### RECEIVED

APR - 5 2005 4-20

DOC# 002030 FILED IN OFFICE 04/06/2005 11:12 AM PG: 122-123 BK:497 SHEILA LAYSON*KA* CLERK OF SUPERIOR

COURT

Putnam Co Clerk of Court Miles Egum /A

REAL ESTATE TRANSFER TAX PAID: \$116.60 PT61 117-2005-000721

Return to: Huskins Law Firm LLP, 114 1/2 West Marion Street, P.O. Box 3368, Eatonton, Georgia 31024

## WARRANTY DEED

STATE OF GEORGIA, COUNTY OF PUTNAM

This INDENTURE, Made this 23.1 day of March, in the Year of Our Lord Two Thousand Five (2005) between LINDA TUGGLE LYNCH and ANNE TUGGLE MORRIS of the State of Georgia and County of Morgan of the First Part, and ROCKER CONSTRUCTION, INC. of the State of Georgia and County of Putnam of the Second Part.

WITNESSETH: That the said party of the First Part, for and in consideration of the sum of ONE HUNDRED SIXTEEN THOUSAND FIVE HUNDRED FIFTY AND 00/100 (\$116,550.00) DOLLARS, in hand paid, at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the said party of the Second Part, their heirs and assigns,

All that tract or parcel of land lying and being in the 4th Land District, 306th G.M. District, Putnam County, Georgia, and being more particularly described as Parcel "E", containing 31.50 acres, more or less, according to a plat prepared by James E. Smith, Jr., Registered Land Surveyor No. 1895, dated August 31, 1998, and recorded in Plat Cabinet D, Slide 7, Plat Book 26, Page 160, Clerk's Office, Putnam County Superior Court. Said plat is made a part of this description by reference herein.

PRIOR DEED REFERENCE: This is the same property described as Tract 4 and conveyed by Administrator's Deed of Assent Pursuant to Court Order of Putnam County Probate Court from the Estate of Anna Lora Marshall Tuggle to Linda Tuggle Lynch and Anne Tuggle Morris dated October 25, 2000, as recorded in Deed Book 320, Page 348-49, said Clerk's Office.

Huskins Law Firm, LLP Attorneys at Law P O Box 3368 Eatonton, GA 31024

706/485-2411

THIS CONVEYANCE is made subject to all zoning ordinances, easements and restrictions of record affecting said described property.

It is expressly covenanted however, that this conveyance is made subject to the following covenants and conditions which will run with the land, namely: No mobile homes of any description shall be placed on said property. No chicken houses or other noxious or offensive structure or activity shall be carried on or placed upon said parcel.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining to the only proper use, benefit and behoof of the said party of the Second Part, its heirs and assigns, forever, in Fee Simple.

AND THE SAID party of the First Part, for her heirs, executors and administrators, will warrant and forever defend the right and title to the above described property, unto the said party of the Second Part, its heirs and assigns, against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the said party of the First Part has hereunto set her hand and seal, the day and year above written.

Signed, sealed and delivered in presence of:

SFAL AFFIXED

Witness

Linda Tuggle Lynch

Notary Public

my commission expires 12-31-06

Witness

DYM IA

Anne Tuggle Morris



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

#### OWNER AUTHORIZATION

Submission of inaccurate information may be cause for denial of the request or, if discrepancies are realized after the approval for the petition or issuance of the relevant local permits, cause for the revocation of the approval and any related permits by the Board of Commissioners. The following documents <u>must</u> be submitted with this application prior to the application deadline. Partial applications will not be accepted.

- 1. Payment of appropriate fee (please make checks payable to Putnam County Planning & Development)
- 2. Recorded plat of property. If no plat has been recorded, a copy of the recorded deed may be submitted in lieu of the plat.
- 3. Concept plan or site plan drawn to scale.
- 4. Written description of your request in letter format, addressed to Putnam County Planning & Development. All required criteria (attached) must be addressed in the written description.

The documents listed above are the minimum requirements. Staff may require additional documentation depending on the nature of the Variance Request. All submitted documents are public records and subject to Opens Records Law.

I have reviewed the application procedures and all applicable criteria and regulations in the Putnam County Zoning Ordinance for the above requested Variance Request. I hereby claim that this application fulfills said procedures and meets the criteria for approval.

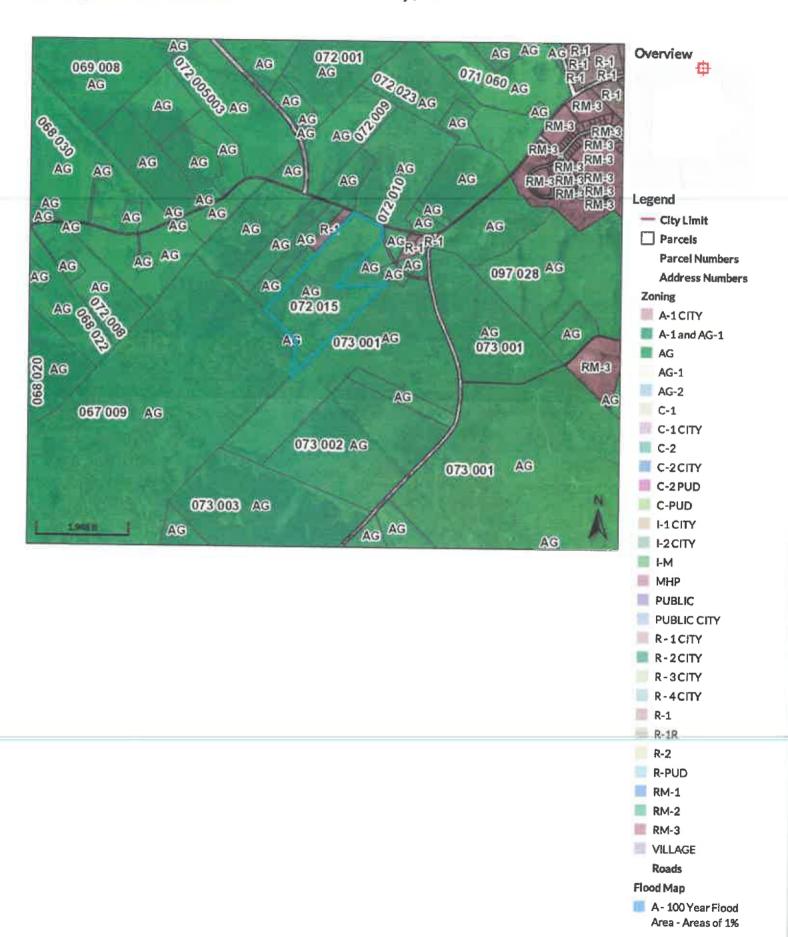
# Who Construction

# PUTNAM COUNTY PLANNING & DEVELOPMENT

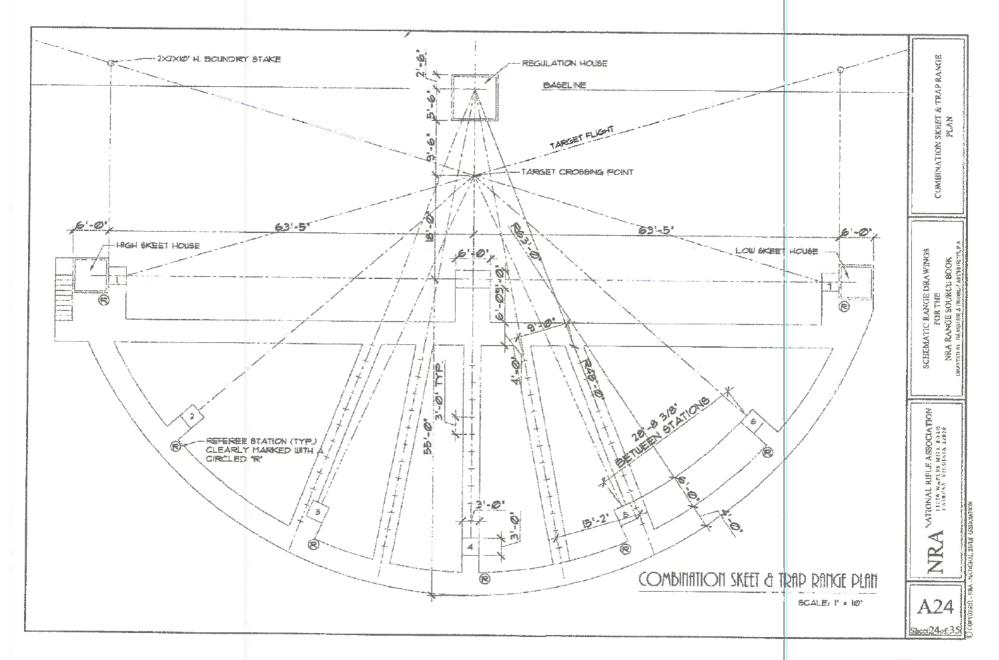
117 Putnam Drive, Suite B ◊ Eatonton, GA 31024 Tel: 706-485-2776 ◊ 706-485-0552 fax ◊ www.putnamcountyga.us

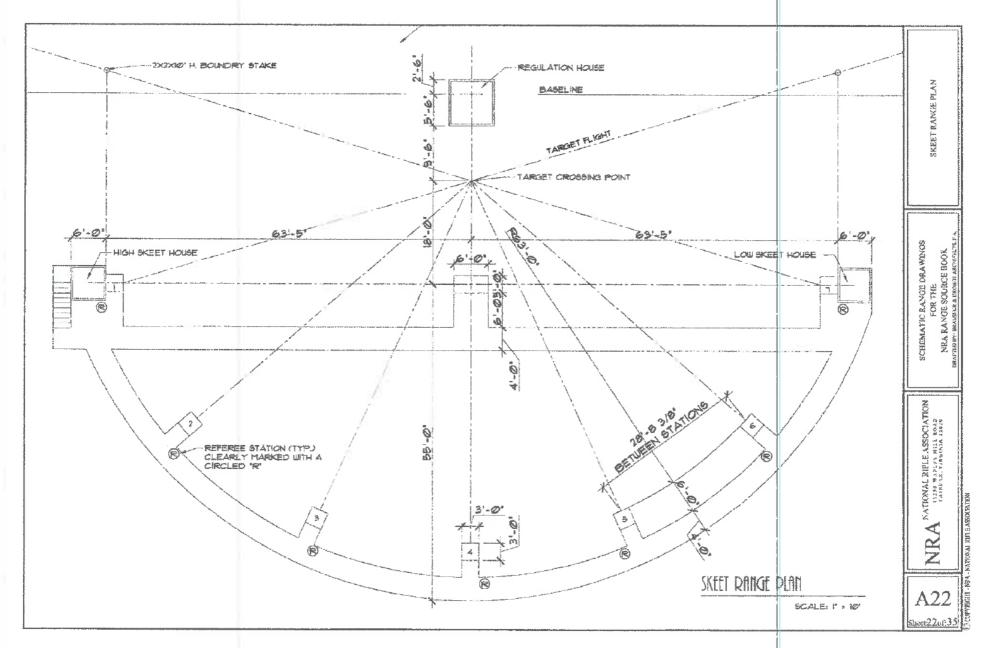
	CA	MPAIGN CONTRIBUTI	ON DISCLOSURE	
Has applicant made within two years implease complete con	mediate	or more campaign contribely preceding the filing on affidavit.	utions to a local governr f this application? Yes	nent official No[] If yes,
contributions or gift	s havin	ant or owner, or the applied a total value of over \$2: (2) years preceding the d	50 or more to any elected	d official in
Name of Recipient	Date	Contribution Amount	Description of Gift	Value of Gift
		er Construction, Inc100%Prop		100%
	that all	statements herein are true,	COLE	he best of my know
			vorn and Subscribed before 200 day of William	e me this 20 <b>2.2</b>

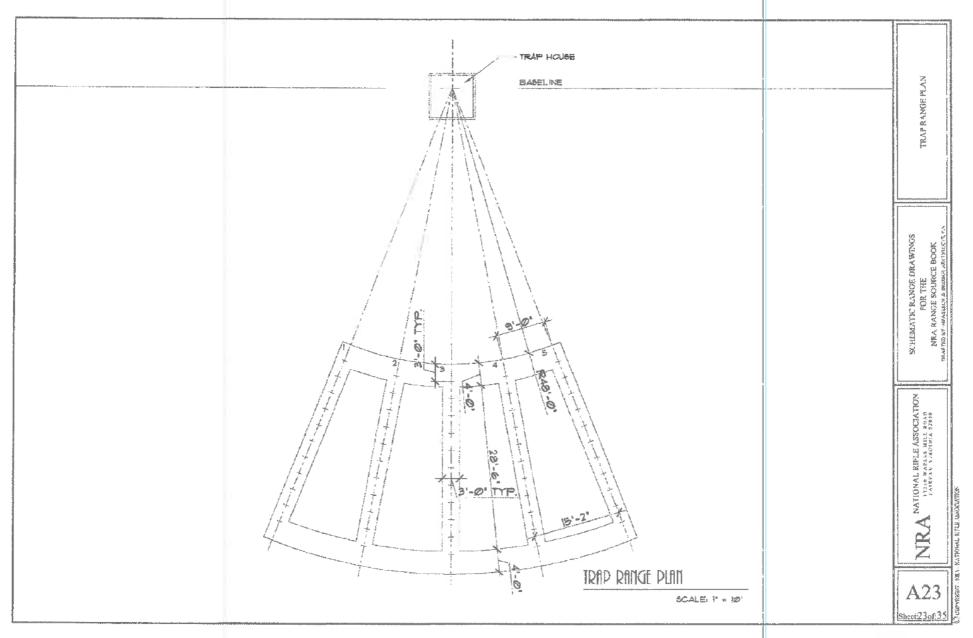
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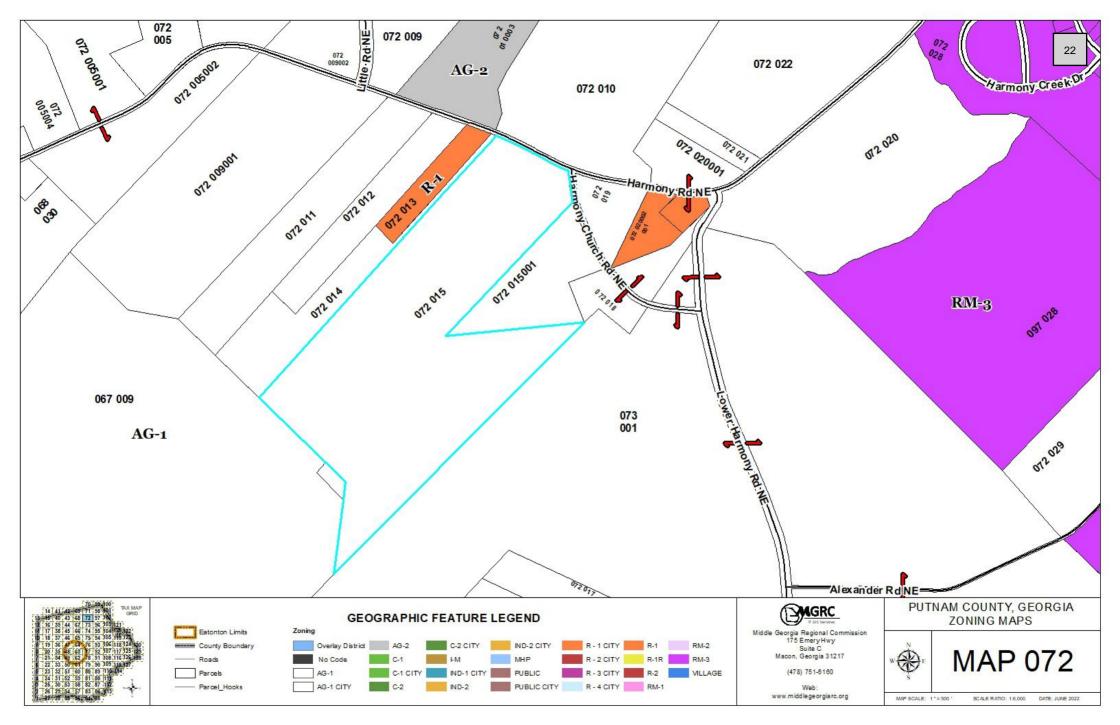


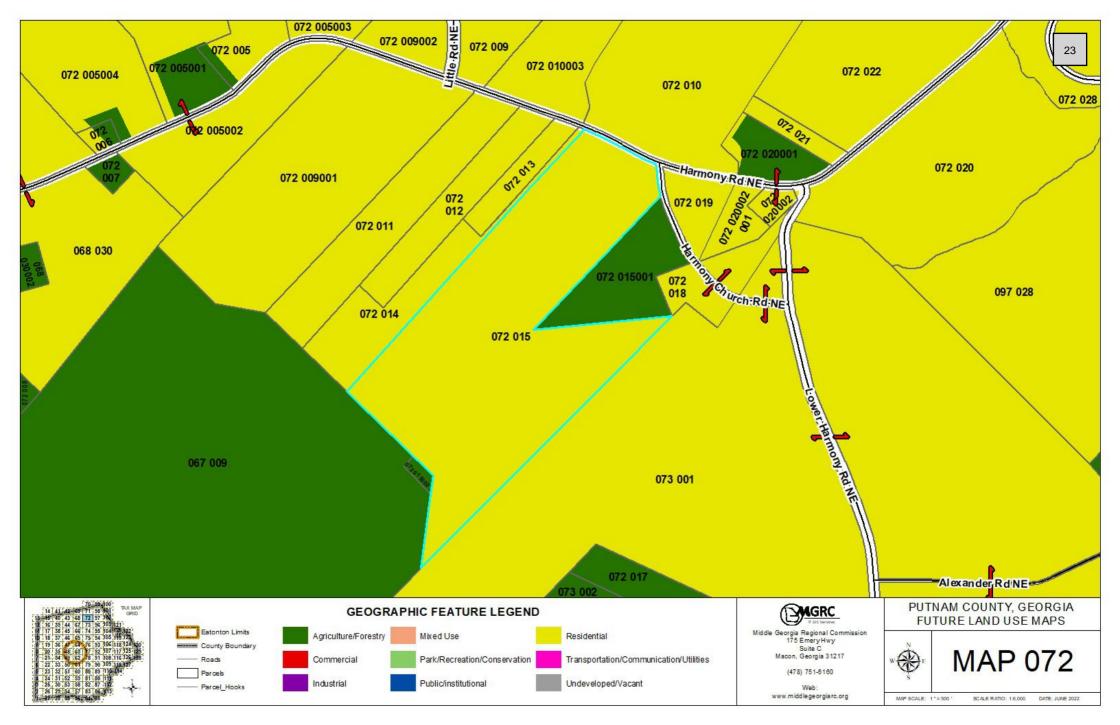












## **File Attachments for Item:**

7. Request by William & Barbara Vargo to rezone 10.60 acres at 230 Quesenberry Drive from R-1 to AG [Map 115B, Parcel 080,081,082,083, District 3] (staff-P&D)

The applicant is requesting to withdraw this item without prejudice.



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

## Staff Recommendations Thursday, July 07, 2022, ◊ 6:30 PM

Putnam County Administration Building – Room 203

TO: Board of Commissioners

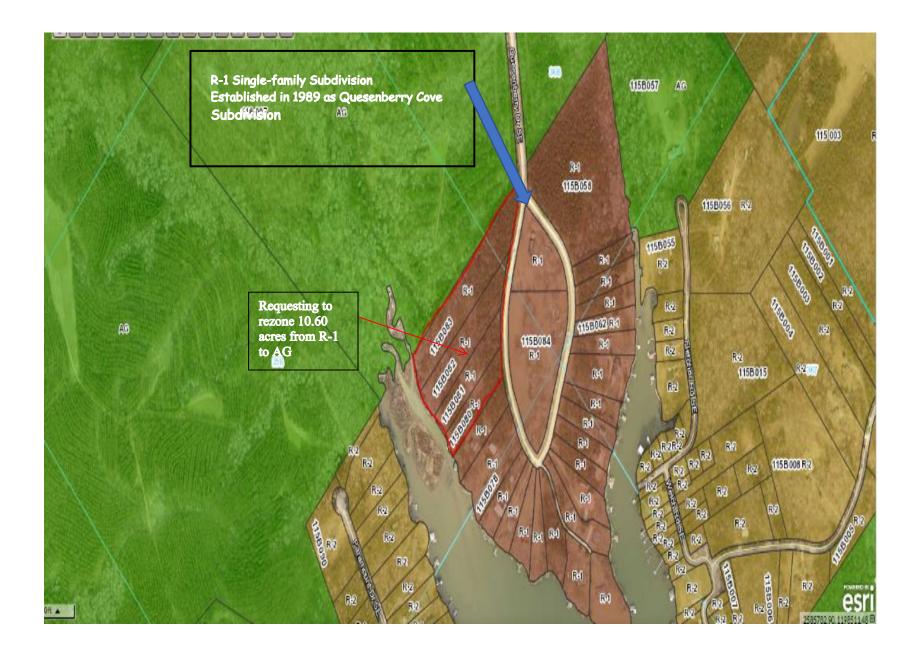
FROM: Lisa Jackson

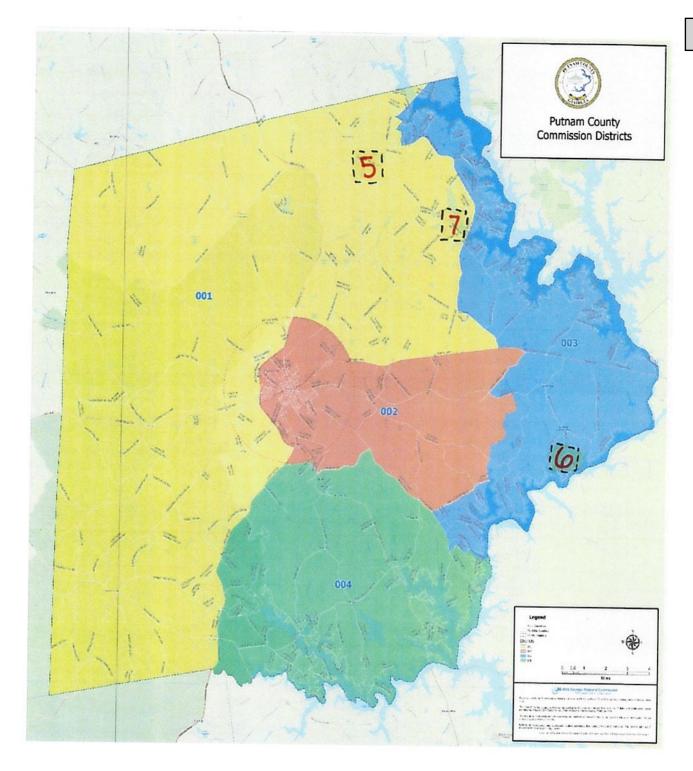
RE: Staff Recommendation for Public Hearing Agenda on 7/7/2022

Request by William & Barbara Vargo to rezone 10.60 acres at 230 Quesenberry Drive from R-1 to AG. [Map 115B, Parcel 080,081,082,083, District 3].\* The applicant is requesting to withdraw without prejudice.

Staff recommendation is for approval to withdraw without prejudice at 230 Quesenberry Drive [Map 115B, 080,081,082,083, District 3].

The Planning & Zoning Commission's recommendation is for approval to withdraw without prejudice at 230 Quesenberry Drive [Map 115B, Parcel 080,081,082,083, District 3].





- 5. Request by by Rocker Construction, Inc. for conditional use at 368 Harmony Road. [Map 072, Parcel 015, District 1]. \*
- 6. Request by William & Barbara Vargo to rezone 10.60 acres at 230 Quesenberry Drive from R-1 to AG. [Map 115B, Parcel 080,081,082,083, District 3]. \*
- 7. Request by JPC Design and Const. LLC, agent for William B. Jones to rezone 0.94 acres at 114 Briarpatch Road from R-2 to C-1. [Map 096B, Parcel 063, District 1]. \*



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# APPLICATION FOR REZONING

REZONING
APPLICATION NO. PLAN 2022-01087 DATE: 5-12-22
MAP PARCEL ZONING DISTRICT
MAP PARCEL SORD ZONING DISTRICT ROLL  1. Owner Name: William Vango Ann Barbara Vango
2. Applicant Name (If different from above):
3. Mailing Address: 860 HARMONY Rd Entouton, GA 31024
4. Email Address:
5. Phone: (home) 706-817-9763 (office) (cell)
6. The location of the subject property, including street number, if any: 230 Quesemberry du.
7. The area of land proposed to be rezoned (stated in square feet if less than one acre):
8. The proposed zoning district desired: AG1
9. The purpose of this rezoning is (Attach Letter of Intent).  To Return pance   buck to AG zoning for ag purposes  Kaise Chickens for personaluse, ducks goals Porsibly a horse, gander  10. Present use of property: R-1 Desired use of property: AG 1
11. Existing zoning district classification of the property and adjacent properties:  Existing:  North: AG1 South: R-   East: R-   West: Lake Sinch iz (21)
12. Copy of warranty deed for proof of ownership and if not owned by applicant, please attach a signed and notarized letter of agency from each property owner for all property sought to be rezoned.
13. Legal description and recorded plat of the property to be rezoned.
14. The Comprehensive Plan Future Land Use Map category in which the property is located. (If more than one category applies, the areas in each category are to be illustrated on the concept plan. See concept plan insert.):
15. A detailed description of existing land uses: VACANT - wooded partia   R-1 current
6. Source of domestic water supply: well, community water, or private provider  f source is not an existing system, please provide a letter from provider.  RECEIVED MAY 2 3 ~~~?



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- 17. Provision for sanitary sewage disposal: septic system <u>K</u>, or sewer <u>\_\_\_</u>. If sewer, please provide name of company providing same, or, if new development, provide a letter from sewer provider.
- 18. Complete attachment of Disclosure of Campaign Contributions Form by the applicant and/or the applicant's attorney as required by the Georgia Conflict of Interest in Zoning Act (O.C.G.A. 36-67A).
- 19. The application designation, date of application and action taken on all prior applications filed for rezoning for all or part of the subject property. (Please attach on separate sheet.)
- 20. Proof that property taxes for the parcel(s) in question have been paid.
- 21. Concept plan.
  - If the application is for less than 25 single-family residential lots, a concept plan need not be submitted. (See attachment.)
  - · A concept plan may be required for commercial development at director's discretion
- 22. Impact analysis.
  - If the application is for less than 25 single-family residential lots, an impact analysis need not be submitted. (See attachment.)
  - An Impact analysis (including a traffic study) is required when rezoning from residential zoned or used property to commercial or industrial districts.

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

COUNTY CODE OF ORDINANCES.

Signature (Proposty Sweet Language)

Signature (Proposty

Office Use			
Paid: \$ 275.00 (cash) (check) 509 (credit card) Date Paid: 5-24-22			
Date Application Received: 5-23-22 Reviewed for completeness by: CVA			
Date of BOC hearing: 7-19-22 Date submitted to newspaper: 6-13-22 Date sign posted on property: Picture attached: yes no			

Letter of Intent

William & Barbara A Vargo

860 Harmony Rd

Eatonton, GA 31024

Putnam County Planning & Development

Director Lisa Jackson

117 Putnam Drive

Eatonton, Ga 31024

Dear Putnam County Planning & Development.

We own the property located at 230 Quesenberry Drive Eatonton, GA - 10.60 Acres and plan to build our retirement home there. We would like to turn this from R-1 to AG-1 to be able to raise chickens for personal use.- ducks, goats and a garden for canning use. We will be using this for farming purposes.

We have lived on a farm all our lives and would like to continue living on the farm.

Sincerely

William & Barbara Vargo

# Madison, GA 30650 File #16822

# WARRANTY DEED AS JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP

**PUTNAM** GEORGIA,

THIS INDENTURE, Made this 24th day of May 2021, by and between ADAM B. LANCASTER, of Putnam County, Georgia, as Party of the First Part, and WILLIAM VARGO AND BARBARA A. VARGO, Husband and Wife, both of Putnam County, Georgia, as Parties of the Second Part;

WITNESSETH: That the said Party the First Part, for and in consideration of the sum of TEN DOLLARS (\$10.00) AND OTHER GOOD AND VALUABLE CONSIDERATIONS, in hand paid, at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the said Parties of the Second Part, as joint tenants with right of survivorship, for and during their lives, and upon the death of either of them, then to the survivor of them, in fee simple, together with every contingent remainder and right of reversion, and to the heirs and assigns of said survivor, the following described property, to-wit:

All those tracts or parcels of land lying and being in the 307th GMD of Putnam County, Georgia being shown and distinguished as Lot 1 and Lot 2 of Quesenberry Cove Subdivision on the plat of survey prepared by Walker McKnight Surveyors, Inc. dated November, 1986 recorded in Plat Book 14, Page 41, Clerk's Office, Putnam County Superior Court. Said Lot 1 and Lot 2 of Quesenberry Cove Subdivision have the metes, bounds, courses, distances and dimensions as shown on said plat. Together with a non-exclusive easement for ingress and egress on, along and across a strip of land 80 feet wide, containing 12.42 acres, according to a plat of survey recorded in Plat Book 11, Page 145, Clerk's Office, Putnam County Superior Court. Said Lot 1 is the same property conveyed to Kenneth T. Swicegood and Rita M. Swicegood as joint tenants with right of survivorship by deed dated March 29, 1988, recorded in Deed Book 7H, Page 57, Clerk's Office, Putnam County Superior Court. Said Lot 2 is the same property conveyed to Kenneth T. Swicegood and Rita M. Swicegood as joint tenants with right of survivorship by deed dated February 20, 1989, recorded in Deed Book 7-O, Page 820, Clerk's Office, Putnam County Superior Court. And said deeds and plat are specifically incorporated herein by reference for a more complete and accurate description of the property conveyed.

This property is sold subject to:

- All ad valorem taxes for 2021 and subsequent years; 1.
- 2. All zoning ordinances of Morgan County;
- All easements for roads and utilities; 3.
- All matters shown on the above described plat of survey. 4.

TO HAVE AND TO HOLD the said tract or parcel of land, and said improvements, with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in anywise appertaining, to the only proper use, benefit and behoof of the said Parties of the Second Part, as joint tenants with rights of survivorship for and during their lives, and upon the death of either of them, then to the survivor of them in fee simple, together with every contingent remainder and rights of reversion, and to the heirs and assigns of said survivor.

AND THE SAID Party of the First Part, for his heirs, administrators, executors, successors and assigns, will warrant and forever defend the right and title to the above described property, unto the said Parties of the Second Part, as hereinabove provided, against the claims of all persons whomsoever.

Signed, sealed and delivered the date first above written in the presence of:

GRANTOR:

Norary Public, Morgan Co., GA

My commission expires:

After Recording Return To: McMichael & Gray, P.C. 574 Conyers Road, Suite 100 Loganville, GA 30052

Order No.: LOG-201273-PUR

Property Appraiser's Parcel I.D. Number:

115B080; 115B081

eFiled 8. eRecorded DATE: 9/21/2020 TIME: 2:57 PM DEED BOOK: 01003 PAGE: 00704 - 00705 RECORDING FEES: \$25.00 TRANSFER TAX: \$72.50

PARTICIPANT ID: 7339863107,7067927936

CLERK: Shella H. Perry Putnam County, GA PT61: 117-2020-001443

#### LIMITED WARRANTY DEED

STATE OF GEORGIA

COUNTY OF WALTON

THIS INDENTURE, made this 1st day of September, 2020, between

#### Stuart J. Oberman

of the County of , State of Georgia, as party or parties of the first part, hereinafter called Grantor, and William Vargo and Barbara A. Vargo as Joint Tenants with Rights of Survivorship and not as Tenants in Common

as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of Ten And No/100 Dollars (\$10.00) and other good and valuable considerations in hand paid at and before the seating and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, self, alien, convey and confirm unto the said Grantee,

All that tract or parcel of land lying and being in the 307th G.M.D., Second District of Putnam County, Georgia, being Lots 3 and 4, Queensbury Cove Subdivision, as per plat recorded in Plat Book 14, Page 41, Putnam County Records, which plat is hereby referred to and made a part of this description. Also conveyed herewith is a permanent non-exclusive easement for purposes of ingress and egress along an eighty foot (80') right-of-way containing 12.42 acres which is shown on plat of survey prepared by L.L Lee and Associates, Inc., Surveyors and Engineers and is described on said plat as reserved fee access parcel detail, said plat being recorded in Plat Book 11, Page 145, Putnam County Records, which plat is incorporated herein by reference. This Deed is given subject to the restrictive covenants of Queensberry Cove Subdivision as recorded in Deed Book 6V, Page 470, Putnam County Records, and as amended from time to time.

SUBJECT to all zoning ordinances, easements and restrictions of record affecting said premises.

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

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons owning, holding or claiming by, through or under the said Grantor.

\_\_ (Seal)

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year above written	en
Signed, sealed and delivered in the presence of:	
Unofficial Witness Stuart J. Oberman	_ (Si
Notary Public  My Commission Expires: 10 -19 - 2	
[Notary Seal]	
[Notary Seal]  [Notary Seal]  [Notary Seal]  [Notary Seal]  [Notary Seal]  [Notary Seal]  [Notary Seal]	

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year above written.

Signed, sealed and delivered in the presence of:

Unofficial Witness

Notary Public

My Commission Expires:

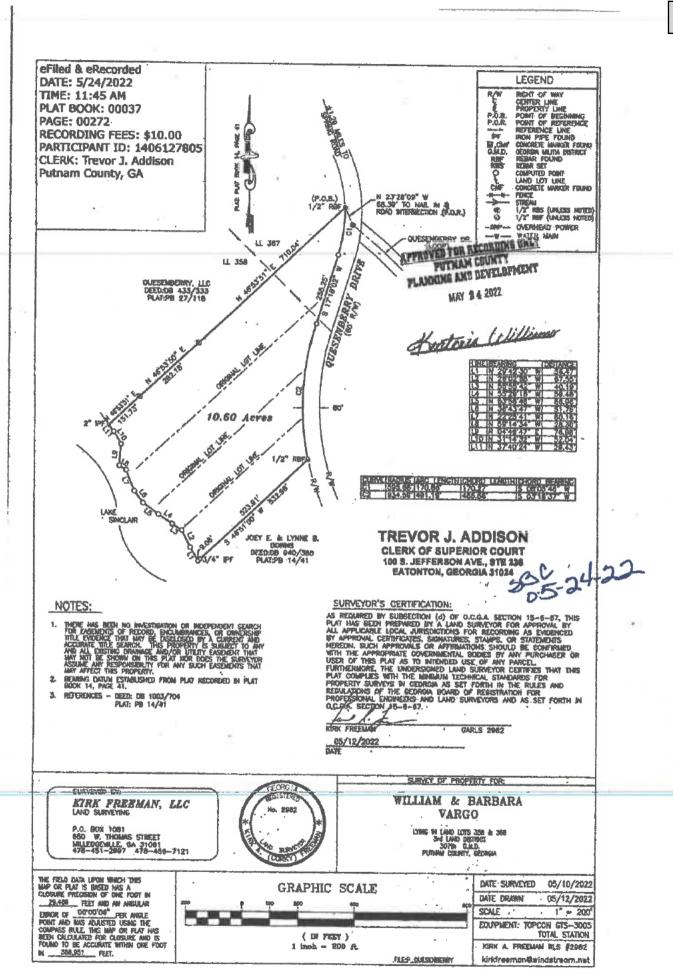
Notary Seal

Notary Seal

Notary Seal

Notary Seal

Notary Seal





# PUTNAM COUNTY PLANNING & DEVELOPMENT

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

## DISCLOSURE OF APPLICANT'S CAMPAIGN CONTRIBUTION

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

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

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

1.	Name: William Vareyo
	Address: 860 Harmory Rd
	Extentor GA 31094
imn proj	Have you given contributions that aggregated \$250.00 or more within two years mediately preceding the filing of the attached application to a candidate that will hear the posed application?YesNo If yes, who did you make the atributions to?:
Sig	nature of Applicant: Lill Chyp

RECEIVED WAY 23 TOTA



Scan this code with your mobile phone to view or pay this bill



Putnam County Tax Assessor 100 South Jefferson Ave Suite 109 Eatonton, GA 31024-1087 (706) 485-6376

Certain persons are eligible for certain homestead exemptions from ad valorem

homeowners, certain elderly persons are entitled to additional exemptions. The full law relating to each exemption must be referred to in order to determine

eligibility for the exemption. If you are eligible for one of these exemptions and are

not now receiving the benefit of the exemption, you must apply for the exemption not later than April 1, 2022 in order to receive the exemption in future years. For more information on eligibility for exemptions or on the proper method of applying

taxation. In addition to the regular homestead exemption authorized for all

INTERNET TAX BILL

LANCASTER ADAM B % WILLIAM & BARBARA A VARGO 860 HARMONY ROAD EATONTON, GA 31024

#### 2021 State, County & School Ad Vaiorem Tax Notice

Bili No.	Property Description	Map Number	Fair likt Value	Assessed Value	Exempt Value	Taxable Value	MMage Rate	Tax Amount
013151	01 LT 1 QUESENBERRY C	115B 083	30000	12000	C	12000	22.765	273.42

for an exemption, you may contact:

#### Important Messages - Please Read

This gradual reduction and alimination of the state property tax and the reduction in your tax bill this year is the result of property tax relief passed by the Governor and the House of Representatives and the Georgia State Senate.

Local Option Sales Tax Information					
Mills required to produce county budget					
Mills reduction due to sales tax rollback					
Actual mill rate set by county officials					
Tax savings due to sales tax rolback 24.86					

Total of Bills	by Tax Type
COUNTY	92.84
SCHOOL	178.80
SPEC SERV	1.98
INTEREST	8.54
LATE FEES	62.00
PENALTY	13.67
PAYMENTS RECEIVED	364.63-
TOTAL DUE	0.00
DATE DUE	12/1/2021

## Please detach here and return this portion in the envelope provided with your payment in full.

LANCASTER ADAM B % WILLIAM & BARBARA A VARGO 850 HARMONY ROAD EATONTON, GA 31024

Putham County Tax Commissioner 100 South Jefferson Ave Suite 207 Eatonton, GA 31024-1081 (706) 485-5441

#### **FAYMENT INSTRUCTIONS**

- Piezze Make Check or Money Order Payable to: Putnam County Tax Commissioner
- ¶ a receipt is desired, please include a stamped, self-addressed envelope.
- \* If taxes are to be paid by a mortgage company, send them this portion only.
- If you are paying after the due date, please call our effice for the full arrownt due.
- Interest on unpaid tax bills is applied in compliance with GA Code 48-2-40.
- Penalty on unpaid tax bits is applied in compliance with GA Code 48-2-44.

	Bill Number	Map N	Tax Amount.
	2021 913151	1159 085	275.42
	DATE DUE		TOTAL DUE
-	\$201,600\$1		 0.00



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INTERNET TAX BILL

LANCASTER ADAM B % WILLIAM & BARBARA VARGO 860 HARMONY RD EATONTON, GA 31024

## 2021 State, County & School Ad Valorem Tax Notice

Bill No.	Property	Map	Fair Mkt	Assessed	Exempt	Taxable	Millage	Tax
	Description	Number	Value	Value	Value	Value	Rate	Amount
013150	01 LT 2 QUESENBERRY	115B 082	36000	14400	0	14400	22.785	328.11

for an exemption, you may contact:

#### important Messages - Please Read

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Local Option Sales Tax Information				
Mills required to produce county budget				
Mills reduction due to sales tax rollback				
Actual mill rate set by county officials				
Tex savings due to sales tax rollback	24.86			

Total of Bills by Tax Type					
COUNTY	111.17				
SCHOOL	214.56				
SPEC SERV	2.38				
INTEREST	10.25				
LATE FEES	69.00				
PENALTY	16,40				
PAYMENTS RECEIVED	423.76-				
TOTAL DUE	0.00				
DATE DUE	12/1/2021				

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- Perratiy on unpaid tax bits is applied in compliance with GA Code 49-2-44.

	Bill Number	Map N	umber	Tax Amount
	2021 013150	1168 082		328.11
	DATE DUE			TOTAL DUE
_	12/1/2021			0.00



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INTERNET TAX BILL

OBERMAN STUART J & % WILLIAM & BARBARA A VARGO 860 HARMONY RD EATONTON, GA 31024

#### 2020 State, County & School Ad Valorem Tax Notice

Bill No.	Property	Map	Fair Mkt	Assessed	Exempt	Taxable	Millage	Tax
	Description	Number	Value	Value	Value	Value	Rate	Amount
018955	01 LT 3 QUESENBERRY CV	1158 081	66000	26400	0	26400	24.228	639.62

for an exemption, you may contact:

#### Important Messages - Please Read

This gradual reduction and elimination of the state property tax and the reduction in your tax bill this year is the result of property tax relief passed by the Governor and the House of Representatives and the Georgia State Senate.

Local Option Sales Tax Inform	ation
Make required to produce county budget	T
kins reduction due to sales tax rotback	
Actual mili rate set by county officials	
Tex savings due to sales tax rollback	24.96

Total of Bills	by Tax Type
COUNTY	213.26
SCHOOL	416.38
SPEC SERV	9.98
INTEREST	54,09
LATE FEES	234.00
PENALTY	127.92
PAYMENTS RECEIVED	1,055.63-
TOTAL DUE	0.00
DATE DUE	12/1/2020

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OBERMAN STUART J & % WILLIAM & BARBARA A VARGO 860 HARMONY RD EATONTON, GA 31024

Putnam County Tax Commissioner 100 South Jefferson Ave Suite 207 Eatonton, GA 31024-1061 (706) 485-5441

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- Penalty on unpaid tax bills is applied in compliance with GA Code 48-2-44.

Bill Number	Map P	kamber	Tax Amount	
2020 016955	115B 981		639.62	
DAT	E DUE	T	TOTAL DUE	-
	12020		0.00	



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Putnam County Tax Assessor 100 South Jefferson Ave Suite 109 Eatonton, GA 31024-1087 (706) 485-6376

Certain persons are eligible for certain homesteed exemptions from ad valorem taxation. In addition to the regular homesteed exemption authorized for all homeowners, certain elderly persons are entitled to additional exemptions. The

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INTERNET TAX BILL

OBERMAN STUART J & % WILLIAM & BARBARA A VARGO 860 HARMONY RD EATONTON, GA 31024

#### 2020 State, County & School Ad Valorem Tax Notice

BIII No.	Property	Map	Fair Mkt	Assessed	Exempt	Taxable	Millage	Tax
	Description	Number	Value	Value	Value	Value	Rate	Amount
016954	01 LT 4 QUESENBERRY CV	†15B 080	68000	26400	0	26400	24.228	639.62

for an exemption, you may contact:

#### Important Messages - Please Read

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Local Option Sales Tax Infor	mation
Mills required to produce county budget	
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TOTAL DUE	0.00
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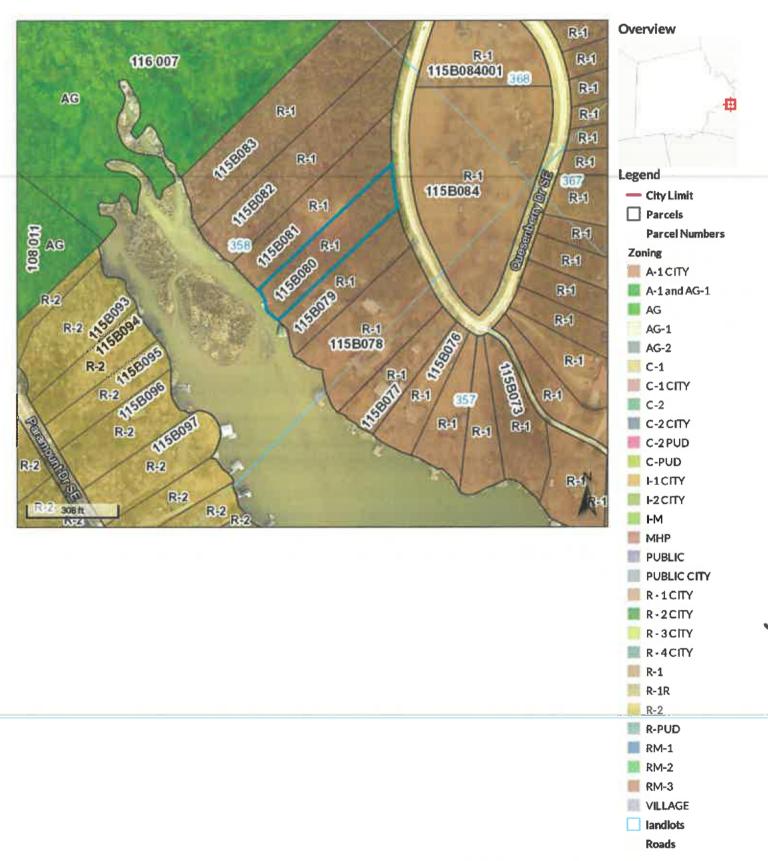
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- fréerest on angeid tax bills is applied in compliance with GA Code 48-2-40.
- Penalty on uspaid tax bills is applied in compliance with GA Code 48-2-44.

	Bill Number	Map N	пырес	Tax Amount
	2020 016954	1158 080		639.62
	DATE DUE			TOTAL DUE
_	42/(13026			



U

9/1/2020 \$72500 MS

9/16/1999 \$35000 MS

Class Code

Acres

Residential

Taxing District PUTNAM

1.55

Physical Address Land Value

EATONTON, GA 31024 QUESENBERRY DR

\$30000

Improvement Value

Accessory Value **Current Value** 

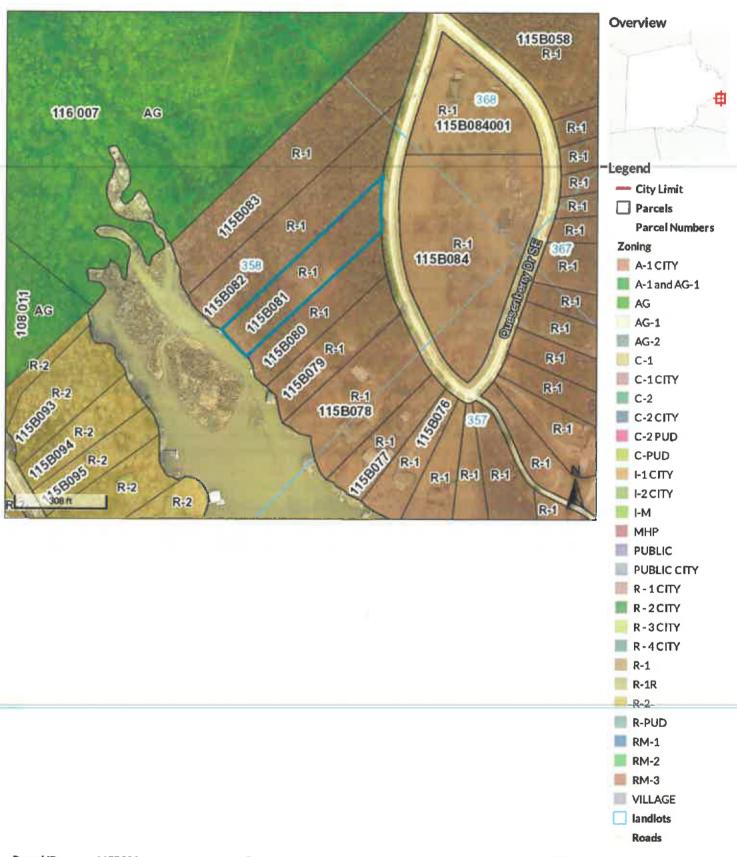
\$10272

\$40272

(Note: Not to be used on legal documents)

Date created: 5/24/2022 Last Data Uploaded: 5/24/2022 1:35:22 PM

Developed by Schneider



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Class Code Residential Taxing District PUTNAM Acres 1.79

Physical Address Land Value

EATONTON, GA 31024 230 QUESENBERRY DR 9/1/2020

\$72500 MS

9/16/1999 \$35000 MS

\$30000

Improvement Value

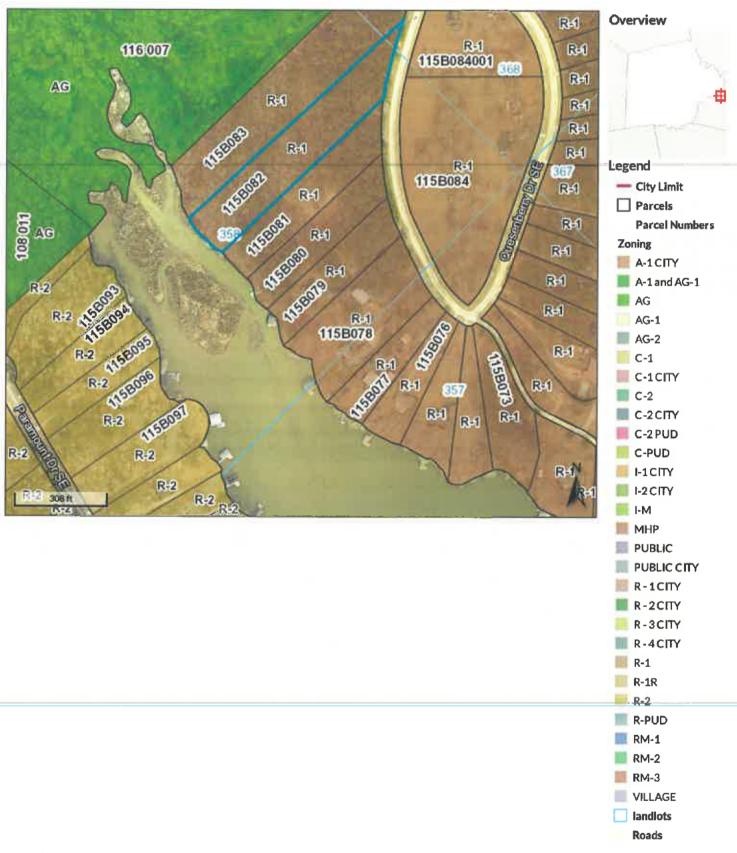
Accessory Value **Current Value** 

\$30000

(Note: Not to be used on legal documents)

Date created: 5/24/2022 Last Data Uploaded: 5/24/2022 1:35:22 PM

Developed by Schneider



Class Code Residential Taxing District PUTNAM Acres 2.75

Physical Address Land Value EATONTON, GA 31024 QUESENBERRY DR \$30000

5/24/2021 \$60000 AJ 1/28/2011 \$50000 FM

U Q

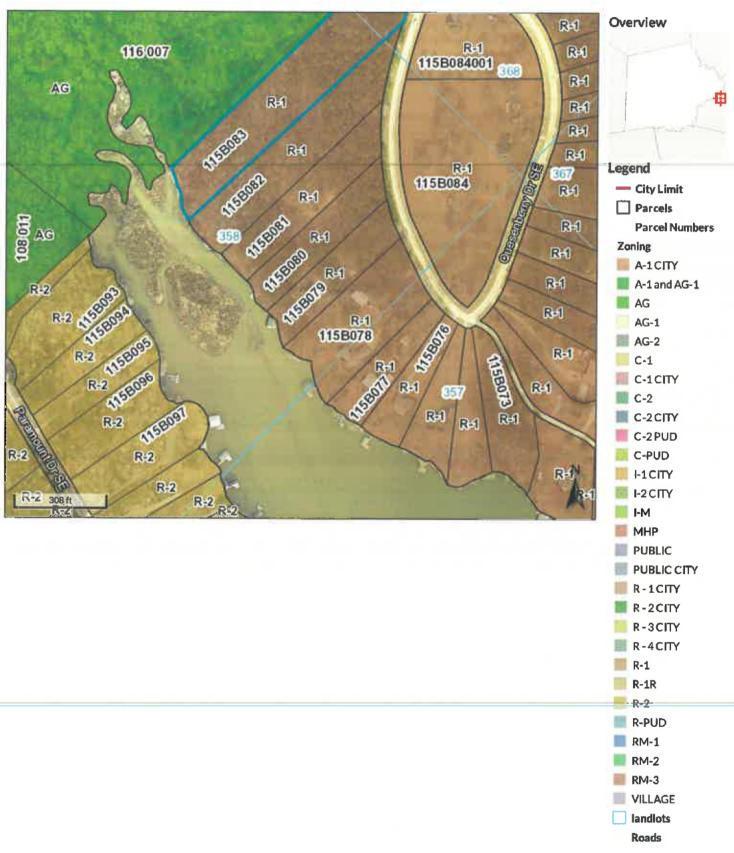
Improvement Value Accessory Value

Current Value \$30000

(Note: Not to be used on legal documents)

Date created: 5/24/2022 Last Data Uploaded: 5/24/2022 1:35:22 PM

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Class Code

Residential

Taxing District PUTNAM

Acres

4.31

**Physical Address** Land Value

QUESENBERRY DR \$25000

EATONTON, GA 31024

5/24/2021 \$60000 AJ

1/28/2011 \$50000 FM

Q

Improvement Value

Accessory Value

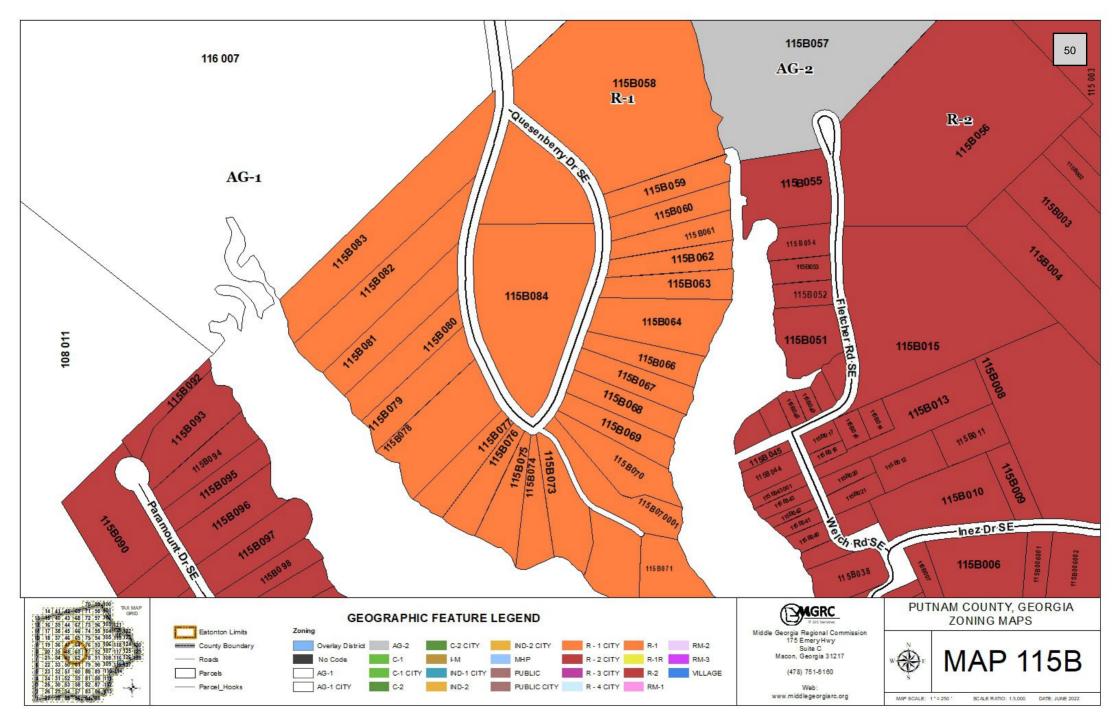
Current Value

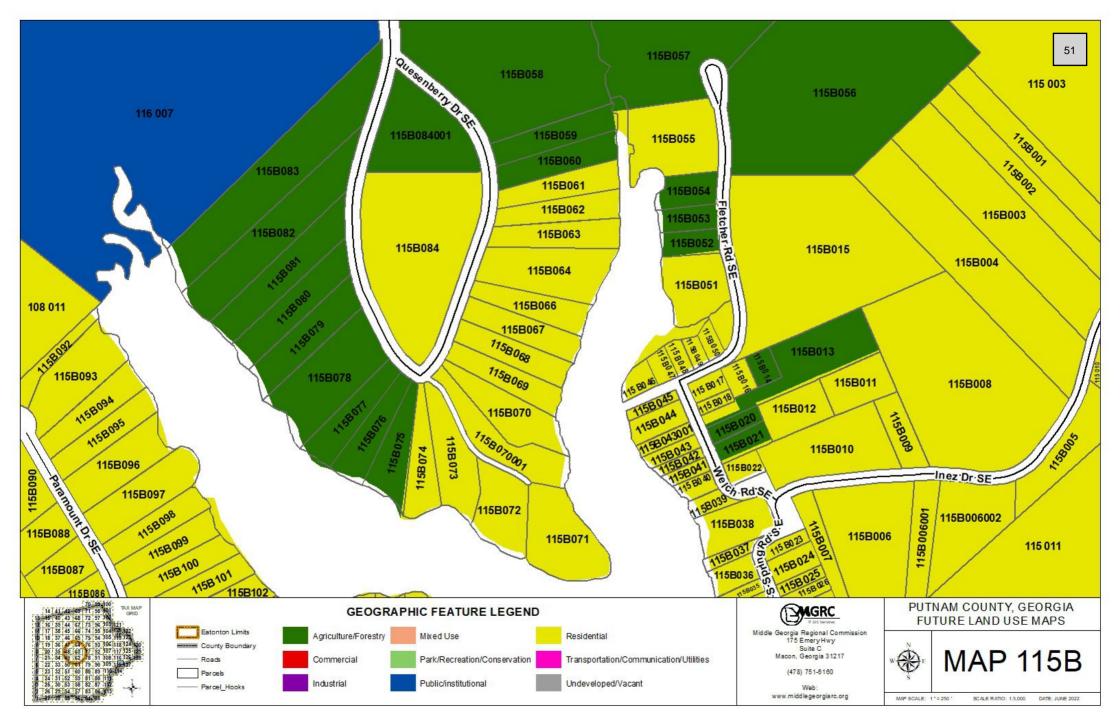
\$25000

(Note: Not to be used on legal documents)

Date created: 5/24/2022 Last Data Uploaded: 5/24/2022 1:35:22 PM

Developed by Schneider





## **File Attachments for Item:**

**8.** Proposed adoption of changes to the Putnam County Code of Ordinances - Chapter 28 (Development Regulations) and Chapter 32 (Fire Protection and Prevention)

#### **EXPLANATION OF DOCUMENTS:**

#### Red language equals added text.

Struck through language equals deleted text.

#### **Chapter 28 – DEVELOPMENT REGULATIONS**

#### Sec. 28-66. Required improvements.

The requirements of this section shall apply to every major subdivision and site development and shall be planned for and provided by the developer by installation and/or payment prior to the approval of the final plat. Where indicated by an asterisk (\*), the requirement is not necessarily applicable to a site development as shall be determined by the director in consultation with the developer.

- (a) \* Street names. All streets shall be named and marked with MUTCD signs. Street names shall have the approval of the director and shall not duplicate, nor closely approximate phonetically or visually, the name of any other street in the county. A street that is in alignment with an existing street shall continue the name of the existing street.
- (b) *Streets*. All streets, whether public, private or curb cuts, shall be designed, constructed and paved in accordance with the standards set forth in this chapter.
  - (1) No street or drainage structure shall be accepted by the county until it shall have been in public use for two years (two-year warranty period) and all repairs required by the county have been completed to the satisfaction of the county.
  - (2) To initiate the two-year warranty period the county must conduct an inspection of all drainage structures, the road, grading, grassing, and the use of best management practices for soil and erosion control. The developer/owner must post a surety or cash bond per section 28-82 of this chapter.
  - (3) It is the responsibility of the developer to maintain all streets until they are accepted by the county, and issue a surety bond to the county, to provide for such maintenance and repair, should the developer not be able to conduct the required repairs, as provided by this chapter.
  - (4) The developer shall install all necessary traffic control signs, signals, and street name signs as required by the county or GDOT at its sole cost. In addition, the subdivider shall provide suitable ground cover, such as grass, on all unpaved areas of street right-of-way or other public areas. All grassing shall be done to DOT specifications.
  - (5) If at the end of the two-year warranty period the road or drainage structures are not in good maintenance, the county will require the developer/owner to make such repairs to bring the road or drainage structures into good maintenance. If after 60 days notice from the county the developer/owner has not made the required repairs, the county may seek to call the bond or other surety.
- (c) Utilities.
  - (1) Generally. All water, sewer, natural gas lines and hydrants shall be along street rights-of-way. The water, sewer and natural gas lines shall be underground and located on back slopes of rights-of-way across drainage ditches away from pavements in order to prevent damage to the pavement during utility construction or maintenance. Only gravity-fed sewer lines may be placed under the pavement. Where required, because of topography, location of existing utilities or other factors, the director may allow the installation of utilities in other areas; however, the alternate location must be shown on the construction drawings and the as-built survey. Water and sewer lines must be on opposite sides of the street. Underground power lines must be located above and four feet to the side of either a water or sewer line.

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- (2) Water. If a public or private water system is proposed to service the area of the subdivision within two years of the approval of the subdivision, water mains shall be installed by the subdivider within the subdivision with connections to each lot in each phase extended to the lot lines. If a public water system is available within 1,000 feet of either a residential or commercial development, a hookup to such is required. If a public or private water system is not available, the subdivider shall provide a water supply through a community water system or individual wells in conformity with the regulations of the county health department and this chapter.
- (3) Sewer. If a public sanitary sewer system is proposed to service the area of the subdivision within two years of the approval of the subdivision, sewer mains shall be installed by the subdivider within the subdivision with connections to each lot in each phase extended to the lot line. If a public sewer system is not available, the subdivider shall provide a community sewage collection and treatment system or individual septic tank systems in conformity with the regulations of the county health department and the state department of natural resources.
- (4) Fire hydrants (see chapter 32-19 of the Putnam County Code of Ordinances).
- (d) Storm drainage.
  - (1) Design. Lots shall be laid out so as to provide positive drainage away from all buildings, and lot drainage patterns for the area. Drainage shall be designed so as to avoid concentration of storm drainage water from each lot to adjacent lots and any drainage feature must be capable of handling a 25-year storm event. Sensitive or high-risk areas will require handling larger storm events, which will be the responsibility of the designing engineer. Multifamily, commercial and industrial developments must take particular care in the design of the parking facilities and buildings with respect to the amount and direction of the runoff.
  - (2) Design certification. A professional engineer must certify that the proposed storm drainage improvements and other proposed construction is adequate, complies with the requirements of this chapter, and complies with accepted engineering practice.
  - (3) Connection to existing systems. If a storm system is located reasonably near the proposed development or subdivision, then the development or subdivision must contain an underground storm drainage system, which will be connected to the existing system. Should a storm drainage system not exist then adequate surface drainage facilities shall be installed. The professional engineer must ensure that the existing system is capable of accepting the additional stormwater without surcharging or damaging the existing system.
  - Stormwater management. Stormwater detention facilities or other forms of suitable storage features will be required where more than a five-percent increase in runoff occurs between the calculated pre-developed flows and the calculated post-developed flows. In addition, detention/retention facilities shall be required if the downstream facilities are not adequate to allow increased runoff. If the facility is deemed to be inadequate, the developer can request permission to modify (at his expense) the downstream facilities to allow a reduction in detention facilities as long as no downstream facilities or lands of others are harmed by the change. The maximum predevelopment rational method runoff coefficient ("C" factor) to be utilized while calculating flows shall be 0.25 for flat and rolling terrain and 0.30 for hilly (seven percent plus) terrain. Post development "C" factors to be utilized shall be related to the density of the development and amount of impervious area included in the development. All "C" factors shall be in accordance with accepted Rational Method Runoff Tables published. Calculations utilizing the Soil Conservation Service (SCS) method of determining the runoff shall utilize the SCS soil group tables and covering to determine the SCS CN number to be used in the calculations. Calculations shall be shown for the two-, five-, ten-, and 25-year storm events. Emergency spillways shall be sized to handle a 100-year storm event. For pre-developed flows, the time of concentration (TOC) shall not be less than five minutes.
  - (5) Roadside ditches. Front and back slopes for roadside ditches shall be 3:1 or flatter. Ditches shall be designed to handle at least a 25-year storm event and velocities within the ditch are

- recommended to be held below two feet per second. Velocities above two feet per second will require additional stabilization practices. Erosion matting meeting DOT specifications is recommended and may be required within any ditch. Check dams or other suitable structures shall be placed in accordance with the Manual for Erosion and Sediment Control in Georgia, latest edition.
- (6) Drainage structures. Where drainage pipes, curb inlets, junction boxes, headwalls, and other structures are utilized, these shall conform to the Georgia DOT Standard Detail Manual, latest edition.
- (7) Curb and gutter. Curb and gutter meeting Georgia DOT Standard Detail Manual specifications is recommended for any new development. In residential areas, curb and gutter may either be 18 to 24-inch standup ("L" backing) or rollback type. In commercial and industrial areas, 30-inch standup is required. Associated junction boxes, piping, transitions, and other appurtenances shall meet Georgia DOT specifications.
- (e) Development along arterial or collector streets. Where a subdivision abuts or contains an arterial or collector street or railroad right-of-way the following are required:
  - (1) In a village, commercial or industrial-manufacturing zoning district of ten acres or more, the following shall apply: a two-lane access road parallel to the arterial or collector, separated from the arterial or collector by a ten-foot wide landscaped strip through which access shall be provided at intervals of no less than 500 feet or whenever coincident with a median break should one exist in the arterial or collector street shall be required.
  - (2) In residential zoning districts (including multifamily), a 20-foot wide nonaccess buffer along the entire length of the back of the lots abutting an arterial or collector street is required.
  - (3) Setbacks from arterial roads: 50 feet.
- (f) Lot sizes. All lots shall conform to the Putnam County Zoning Ordinance. The arrangement of the subdivision lots and design of the development and the required improvements, however, are controlled by this chapter.
- (g) \* Lot lines. All subdivision side lot lines shall be perpendicular or radial to street lines, unless otherwise approved by the director in furtherance of creative design models.
- (h) \* Double and reverse frontage lots. Double frontage and reverse frontage lots shall be required to provide separation of development from an arterial street or to overcome specific disadvantages of topography and orientation.
- (i) Easements. The director of the planning and development department may require easements having an adequate width and located along rear and/or side lot lines for utility lines, drainage and underground cables, with provision for access from a public way. The director may also require access easements to existing parcels not otherwise fronting on a public road.
- (j) Reserve strips. Reserve strips that control access to street and public grounds shall be permitted only when the reserve strip is deeded to the county.
- (k) Deceleration lanes and center turn lanes.
  - (1) Deceleration lanes or a center turn lane are required if sight distances required by this chapter cannot be achieved or the number of dwelling units in a development exceeds 50, at each entrance to a multifamily or nonresidential development project intersecting a county collector or a county arterial road, or if the director deems either a deceleration or turn lane or both are necessary to protect the safety of the public.
  - (2) Deceleration and turn lane construction standards.
    - a. Deceleration lanes shall be designed and installed in accordance with the Georgia Department of Transportation Regulations for Driveway and Encroachment Control. The lane shall be 12 feet in width exclusive of the curb and gutter width. Additional right-of-way to accommodate the deceleration lane and a ten-foot shoulder shall be dedicated by the developer to the county.

- b. Left turn lanes may be required if the average daily traffic (ADT) exceeds 2,000 vehicles per day or if the director has knowledge of other information that would warrant a detailed traffic impact study as established by the Georgia Department of Transportation to determine if a left turn is needed. The study shall be prepared in accordance with the Georgia Department of Transportation Regulations for Driveway and Encroachment Control.
- c. Other project access improvements as deemed necessary by the director of the planning and development department in addition to a required deceleration lane in order to ensure adequate site access, pedestrian access, convenience, and safety to the motoring public may be required.
- (I) Minimum water main sizes. To allow for fire protection, all plans for development must meet all applicable fire protection codes. All water mains servicing any development shall be no less than 8" in diameter.

(Res. of 7-17-2007(2); Ord. of 3-15-2016(1))

### Chapter 32 – FIRE PROTECTION AND PREVENTION

#### Sec. 32-19. Fire hydrants.

- (a) Ownership. All fire hydrants installed within the unincorporated area of Putnam County shall be owned by and under the direct supervision of the respective owners. Owners shall be required to provide the Putnam County Fire Chief with a complete listing of the number and location of all fire hydrants under their supervision.
- (b) Fire hydrants required. All public well or water supply systems, as defined in this Code, shall provide fire hydrants as a primary means of fire suppression. This requirement shall apply to newly constructed systems and any expansion of existing systems where such expansion would add service for 15 or more connections or add service for 25 or more persons on a daily basis whether such expansion is completed at one time or in several phases. Owners or operators of existing public well or water supply systems are hereby prohibited from removing fire hydrants currently installed in said systems except as provided below. Existing public well or water supply systems which do not include fire hydrants shall not be required to install fire hydrants unless the system is expanded as provided above.
- (c) Fire hydrant standards. All fire hydrants incorporated into a public well or water supply system shall be installed and maintained by the respective owners in accordance with the most recent version of the International Fire Code including any appendices as adopted by Putnam County. Said standards include, but are not limited to, minimal distance between fire hydrants, location with respect to public right-of-way, design and construction specifications, and pressure/flow capacity. All fire hydrants shall be fitted with a Storz nozzle, a non-threaded outlet connector able to allow quarter-turn connection, or comparable connector, as approved by the Putnam County Fire Chief. Such fire hydrants shall be serviced by water mains no less than 8" in diameter.
- (d) Fire chief granted authority. The Putnam County Fire Chief, or his/her designee, is hereby granted the authority to inspect, test and approve all fire hydrants situated within the unincorporated area of Putnam County. The Putnam County Fire Chief shall keep all records of the location and test results of all fire hydrants under this authority. The fire chief, or his/her designee, shall indicate the result of testing by color-coding the fire hydrant according to the International Fire Code standards. Newly installed fire hydrants shall be tested within 180 days of installation. Existing fire hydrants shall be tested at intervals of no less than two years. No owner of a fire hydrant included under this authority shall interfere with or restrict the ability of the Putnam County Fire Chief to exercise this authority.
- (e) Fire hydrant out-of-service. The owner of any fire hydrant under their supervision which is known to be inoperative or out of service for any reason shall promptly report the same to the Putnam County Fire Chief. Any fire hydrant found, on testing, to fail to meet the standards set forth above shall be designated as out-

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- of-service. The Putnam County Fire Chief shall notify the owner, in writing, of any fire hydrant designated as being out-of-service within ten days of such designation. The notification may be by personal service or U.S. Postal Service, registered letter.
- (f) Owner duty to repair. Upon notification of a fire hydrant being out-of-service, it shall be the duty of the owner to repair or replace the defective fire hydrant so as to place it back in service within 90 days of receiving notification. Alternatively, at the option of the owner, the defective fire hydrant may be physically removed from the system, providing however that the distance between the remaining, approved fire hydrants be no less than 1,000 feet.
- (g) Violations. Notwithstanding any other provisions of this Code, any violation of this code section shall be punishable by a minimum fine of \$50.00. Each day the violation continues shall constitute a separate offense. (Ord. of 12-18-2007; Ord. of 3-18-2008; Ord. of 1-19-2016)

## File Attachments for Item:

- 10. Consent Agenda
- a. Approval of Minutes July 1, 2022 Regular Meeting (staff-CC)
- b. Approval of Minutes July 11, 2022 Budget Work Session (staff-CC)
- c. Approval of Minutes July 12, 2022 Budget Work Session (staff-CC)
- d. Authorization for Chairman to sign Agreement for Section 5311 Transit Operating between Georgia Department of Transportation and Putnam County (staff-Transit)

## PUTNAM COUNTY BOARD OF COMMISSIONERS



# 117 Putnam Drive, Suite A ◊ Eatonton, GA 31024

## **Minutes**

## Friday, July 1, 2022 ◊ 9:00 AM

<u>Putnam County Administration Building – Room 203</u>

The Putnam County Board of Commissioners met on Friday, July 1, 2022 at approximately 9:00 a.m. 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 9:00 a.m.
  (Copy of agenda made a part of the minutes on minute book page
- 2. Approval of Agenda

Motion to approve the Agenda.

Motion made by Commissioner Sharp, Seconded by Commissioner Wooten. Voting Yea: Commissioner McElhenney, Commissioner Brown, Commissioner Sharp, Commissioner Wooten

- 3. Invocation Rev. Dr. Ford G'Segner Rev. Dr. Ford G'Segner gave the invocation.
- 4. Pledge of Allegiance (BS)

  Commissioner Sharp led the Pledge

Commissioner Sharp led the Pledge of Allegiance.

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July 1, 2022		

5. Special Presentation - ESG Engineering Mr. Charlie Bridges with ESG gave a presentation on the American Rescue Plan Act (ARPA) update. Mr. Steve Hersey commented on the Dance Road Loop portion of the project and the 2015 agreement between Putnam County and EPWSA to lease the water line to the Authority. He submitted a copy of the agreement.  (Copy of presentation and agreement made a part of the minutes on minute book pages to)
Code of Ordinances Public Hearing  6. Proposed adoption of changes to the Putnam County Code of Ordinances - Chapter 28 (Development Regulations)  No one signed in to speak for or against the proposed changes.  Staff recommendation was to insert 25 years into the blank in Section 28-40 (a) (3).  Motion to adopt changes to the Putnam County Code of Ordinances - Chapter 28 (Development Regulations with 25 years added to Section 28-40 (a) (3).  Motion made by Commissioner Brown, Seconded by Commissioner McElhenney.  Voting Yea: Commissioner McElhenney, Commissioner Brown, Commissioner Sharp, Commissioner Wooten (Copy of changes 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 - June 21, 2022 Regular Meeting (staff-CC) b. Approval of 2022 Alcohol License (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  (Copy of alcohol license made a part of the minutes on minute book page)
9. Approval of Right-of-Way Permit Application from Southern Company (staff-CM)  Motion to approve the Right-of-Way Permit Application from Southern Company  Motion made by Commissioner Wooten, Seconded by Commissioner McElhenney.  Voting Yea: Commissioner McElhenney, Commissioner Brown, Commissioner Sharp,  Commissioner Wooten  (Copy of application and permit made a part of the minutes on minute book pages

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10. Appointments to the Board of Assessors (staff-CC) Chairman Webster advised that the two vacancies will be handled separately.

For the full four-year term:

Commissioner Brown, seconded by Commissioner Sharp, nominated Virginia Daley for appointment to the Board of Assessors for a full four-year term.

Commissioner Wooten, seconded by Commissioner Brown, nominated Claude Morris for appointment to the Board of Assessors for a full four-year term.

Chairman Webster called for the vote. Commissioner McElhenney voted for Virginia Daley. Commissioner Brown voted for Virginia Daley. Commissioner Sharp voted for Virginia Daley. Commissioner Wooten voted for Virginia Daley.

For the remaining portion of the unexpired vacant position:

Ms. Shona Bales was nominated for appointment to the Board of Assessors for the remaining portion of the unexpired vacant position.

Nomination made by Commissioner Sharp, Seconded by Commissioner Brown. Voting Yea for Shona Bales: Commissioner McElhenney, Commissioner Brown, Commissioner Sharp, Commissioner Wooten

Chairman Webster invited Mr. Rufus Adair, reporter for The Eatonton Messenger to introduce Mr. Ian Tocher, the new editor of The Eatonton Messenger.

## **Reports/Announcements**

11. County Manager Report

County Manager Van Haute reported the following:

- Budget Work Sessions will be held on July 11 & 12
- The Groundbreaking Ceremony for the new Fire/EMS Station and Coroner's Office will be July 5 at 10:00 a.m.
- The new Aerial Firetruck is here at Station 10
- Happy 4<sup>th</sup> of July

12. County Attorney Report No report.

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13. Commissioner Announcements Commissioner McElhenney: none

Commissioner Brown: none

Commissioner Sharp: announced that tonight is the last performance of Godspell at the Plaza Arts Center and recommended that everyone go see it.

Commissioner Wooten: shared that he received a phone call bragging on the Public Works Department and expressed his thanks for all they do.

Chairman Webster: expressed his appreciation to the Public Works Department for filling a pothole on Little River Trail.

#### **Closing**

14. Adjournment

Motion to adjourn the meeting.

Motion made by Commissioner McElhenney, Seconded by Commissioner Sharp. Voting Yea: Commissioner McElhenney, Commissioner Brown, Commissioner Sharp, Commissioner Wooten

Meeting adjourned at approximately 9:43 a.m.

ATTEST:

Lynn Butterworth County Clerk Billy Webster Chairman

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July 1, 2022		

# PUTNAM COUNTY BOARD OF COMMISSIONERS



# 117 Putnam Drive, Suite A ◊ Eatonton, GA 31024

## Budget Work Session Minutes Monday, July 11, 2022 ◊ 9:00 AM

Putnam County Administration Building – Room 204

The Putnam County Board of Commissioners met on Monday, July 11, 2022 at approximately 9:00 AM in the Putnam County Administration Building, 117 Putnam Drive, Room 204, Eatonton, Georgia for a Budget Work Session.

#### **PRESENT**

Chairman Billy Webster Commissioner Gary McElhenney Commissioner Daniel Brown Commissioner Jeff Wooten

#### **ABSENT**

Commissioner Bill Sharp

#### STAFF PRESENT

County Manager Paul Van Haute County Clerk Lynn Butterworth Finance Director Linda Cook

## **Opening**

1. Call to Order

Chairman Webster called the meeting to order at approximately 9:00 a.m. (Copy of agenda made a part of the minutes on minute book page \_\_\_\_\_\_.)

2. Pledge of Allegiance

Clerk of Court Trevor Addison led the Pledge of Allegiance.

## **Work Session**

3. Budget Discussions

Various budget requests were discussed. Comments were made by Trevor Addison for Clerk of Superior Court, Board of Equalization, State Court, and Juvenile Court; Stacy Brown for Eatonton Public Library; Keith Fielder for County Extension Service; Walt Rocker for Putnam Development Authority; Chuck Anglin for Tax Assessors; Dorothy Adams for Magistrate Court;

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July 11, 2022		

Michael Gailey for State Court Judge; Brandy Huskins for Probate Court; Lynn Butterworth for District Commissioners; Paul Van Haute for Executive Officers.

The work session recessed for lunch at approximately 11:48 a.m. The work session reconvened at approximately 1:05 p.m.

Discussions continued with Lonnie & Susan Campbell for Oconee Springs Park Fund; Cynthia Miller for Human Resources (handout-holidays); Linda Cook for Finance Department, Legal Services, District Attorney & Juvenile Prosecutors Fund, Solicitor's Office & Victim Witness Assistance Fund, Jail Fund, Law Library Fund, Drug Education Fund, Regional Development Fees and Solid Waste Fund; Terrell Abernathy for Tax Commissioner; Lisa Jackson for Planning & Development / P&Z Commission / Code Enforcement. No action was taken. (Copy of handout made a part of the minutes on minute book page \_\_\_\_\_\_\_\_.)

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4.	Adjournment
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Chairman Webster adjourned the work session at approximately 3:50 p.m.

ATTEST:

Lynn Butterworth County Clerk Billy Webster Chairman

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# PUTNAM COUNTY BOARD OF COMMISSIONERS



## 117 Putnam Drive, Suite A ◊ Eatonton, GA 31024

## Budget Work Session Minutes Tuesday, July 12, 2022 ◊ 9:00 AM

Putnam County Administration Building – Room 204

The Putnam County Board of Commissioners met on Tuesday, July 12, 2022 at approximately 9:00 AM in the Putnam County Administration Building, 117 Putnam Drive, Room 204, Eatonton, Georgia for a Budget Work Session.

#### **PRESENT**

Chairman Billy Webster Commissioner Gary McElhenney Commissioner Daniel Brown Commissioner Jeff Wooten

#### **ABSENT**

Commissioner Bill Sharp

#### STAFF PRESENT

County Manager Paul Van Haute County Clerk Lynn Butterworth Finance Director Linda Cook

## **Opening**

1. Call to Order

Chairman Webster called the meeting to order at approximately 9:00 a.m. (Copy of agenda made a part of the minutes on minute book page \_\_\_\_\_\_.)

2. Pledge of Allegiance

Fire Chief Thomas McClain led the Pledge of Allegiance.

## **Work Session**

3. Budget Discussions

Various budget requests were discussed. Comments were made by Thomas McClain for Fire Stations; Brad Murphey for Ambulance Service; Howard Sills for Sheriff, Jail, Emergency Management, & E911; Hollis Harrison for Coroner; Lynne Laseter for Board of Elections & Registration; Tony Clack and Anthony Frazier for Public Works; Scott Haley for Recreation Department; Michael Benton for Uncle Remus Golf Course (handout).

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July 12, 2022		

The	vork session recessed for lunch at approximately 1	2:30 p.m.
The	work session reconvened at approximately 1:20 p.	m.

County Clerk

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Discussions continued with Dianne Pounds Animal Services; Stephanie McMullen for (Copy of handout made a part of the minute)	C
Closing 4. Adjournment	
Chairman Webster adjourned the work sess	sion at approximately 2:27 p.m.
ATTEST:	
Lynn Butterworth	Billy Webster

Chairman

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July 12, 2022		



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

July 1, 2022

Mr. Billy Webster, Chairman PUTNUM COUNTY BOC 117 Putnam Drive Eatonton, GA 31024

In Re: FTA 5311 - 2023 Operating

Project Number – T007256

Contract Amount - \$143,600.00 (Federal)

Dear Chairman Webster:

Enclosed for execution by *PUTNUM COUNTY BOC* is an electronic contract for 2023 to assist with the operation of your public transit system under the FTA's 5311 Rural Assistance Program. The project contains 50% federal operating funds in the amount of \$143,600.00 and a local match of 50% in the amount of \$143,600.00.

Instructions on how to complete the electronic contract have been attached for your convenience. Please refer to these instructions as needed to complete the electronic process.

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

If you have further questions, please do not hesitate to contact your District PTS/Planner Kim Smith, at 478-247-9199.

Sincerely,

Patricia Smith

Transit Program Manager

PS:MS

**Enclosures** 

# ELECTRONIC CONTRACT PROCESSING INSTRUCTIONS Transit Program Subrecipient Contracts

#### Step 1

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

#### Step 2

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

#### NOTE: PLEASE REMEMBER TO CROP SIGNATURE WITH SEAL

#### Step 3

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

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

## Step 4

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

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

#### AGREEMENT

FOR

**SECTION 5311-TRANSIT OPERATING** 

**BETWEEN** 

DEPARTMENT OF TRANSPORTATION

STATE OF GEORGIA

**AND** 

PUTNUM COUNTY BOC

PROJECT ID NUMBER: T007256

THIS AGREEMENT is made and entered into on \_\_\_\_\_\_\_( the "Effective Date") by and between the GEORGIA DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, hereinafter called the "DEPARTMENT", and PUTNUM COUNTY BOC, hereinafter called the "SPONSOR" (the "Agreement").

WHEREAS, 49 U.S.C. Section 5311, provides for transit operating, planning, and capital assistance for public transportation services to non-urbanized areas in the state of Georgia (the "State"); and

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

WHEREAS, Section 5311 funding is subject to the contractual provisions set forth under FTA Circular 9040.1G, FTA Circular 4220.1F, unless superseded by 2 CFR Part 200, and certain Standard Terms & Conditions required by USDOT, whether or not expressly stated in these contract provisions; and

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

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

WHEREAS, the funding amount awarded to SPONSOR by DEPARTMENT is set forth herein in EXHIBIT A—PROJECT SUMMARY; and

WHEREAS, under Sections 32-9-1 and 32-9-2 of the Official Code of Georgia Annotated ("O.C.G.A."), the DEPARTMENT is authorized to participate in such an undertaking;

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

#### **ARTICLE I**

#### SCOPE AND PROCEDURE

Grants made under this Agreement are for the purpose of (A) Operating Assistance and/or (B) Capital Projects as specified in this Agreement and more specifically, as set forth in Exhibit A of this Agreement, and as requested by the SPONSOR's 2023 - Section 5311 REQUEST FOR FUNDING, on file at the DEPARTMENT and incorporated by reference as if fully set out herein. The terms "Operating Assistance," "Capital Projects," "Mobility Management" Activities and "Capital Expenditures" shall have the meanings set forth in the FTA Circular 9040.1G.

## A. Operating Assistance

- (a) This Agreement covers the obligations of the DEPARTMENT and the SPONSOR in connection with the FTA'S granting Section 5311 funds to the DEPARTMENT for operating assistance for public transportation in the PUTNUM COUNTY BOC area. SPONSOR is responsible for carrying out the PROJECT, as set forth more fully in the Agreement and as set forth in the current Master Agreement between the DEPARTMENT and FTA. The SPONSOR agrees to comply with all the terms and conditions required by FTA.
- (b) The SPONSOR shall use the funds provided by the DEPARTMENT to operate a public transportation service in the PUTNUM COUNTY BOC area and the SPONSOR agrees to provide from local funding sources, excluding all available federal funds, funds to pay its local matching share of the cost of operating a public transportation service for the period of this Agreement.
- (c) The SPONSOR agrees that it, or any operator of public transportation on its behalf, will not engage in school bus operations, exclusively for the transportation of students or school personnel, in competition with private school bus operators, except as provided under Section 3(g) of the Federal Transit Act, and published in FTA regulations on school bus operations.
- (d) The SPONSOR agrees that it, or any operator of public transportation acting on its behalf, will not engage in charter bus operations outside the area within which it provides regularly scheduled public transportation services, except as provided under Section 3(f) of the Federal Transit Act, and published in FTA regulations on charter bus operations.
- (e) The SPONSOR and any mass transportation operator under it will conform to the reporting system in FEDERAL ACQUISITION REGULATIONS, SUBPART 31.6.

- (f) The SPONSOR will make all purchases of goods and services under this Agreement through FTA's Third-Party Contracting Requirements as set forth in FTA Circular 4220.1F.
- (g) The SPONSOR shall prohibit its employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain, for themselves or others, particularly, those with whom they have family, business, or other ties.
- (h) The SPONSOR shall comply with all relevant Federal and State laws and regulations relating to the Section 5311 Program, as well as those regulations and requirements included in the Federal Office of Management and Budget Uniform Grant Guidance, 2 CFR Part 200, and any applicable provisions of the Hatch Act.
- (i) The SPONSOR shall keep accurate records in a manner approved by the DEPARTMENT, and shall submit to the DEPARTMENT, upon request, such information as is required in order to assure compliance.

# B. Capital Expenditures

In Process

- (a) Acquisition of Vehicles and Equipment
  - (1) Pursuant to the terms of this Agreement, the DEPARTMENT shall acquire through its procurement process for the SPONSOR the following item(s):

#### **VEHICLES**

NA NA

- (2) Upon acquisition of the vehicle listed in paragraph (a) (1) above; the DEPARTMENT shall transfer title ownership in said vehicle to the SPONSOR. The DEPARTMENT shall place a lien and hold physical possession of all vehicle titles.
- (3) The DEPARTMENT shall participate in the purchase of small capital items or service by the SPONSOR of:

## SMALL CAPITAL ITEMS/PLANNING/MOBILITY MANAGEMENT

NA	NA

(4) Prior to the purchase of any small capital items or services the SPONSOR shall obtain prior approval from the DEPARTMENT for the amount and items/service purchased.

- i. The SPONSOR shall accept and retain ownership in lieu of title to said PROJECT and shall provide from local funding sources excluding all available federal funds, funds to pay its share of the PROJECT cost. The SPONSOR shall show the DEPARTMENT as first lienholder on the Title of Certificate for the duration of the life of any rolling stock or support vehicle.
- ii. During the period of contract performance, the SPONSOR shall use the PROJECT rolling stock, support vehicle, goods, and/or service for the provisions of mass transportation service in the SPONSOR area. The mass transportation system under the terms of this Agreement shall be operated by the SPONSOR and shall serve area-wide transportation needs. The SPONSOR shall have full responsibility for the day-to-day management and operation of the system. The SPONSOR agrees to be responsible for all operating costs of the system.
- iii. During the period of contract performance, the SPONSOR shall keep accurate records, in a manner approved by the DEPARTMENT, with regard to the use of the PROJECT rolling stock; and shall submit to the DEPARTMENT, upon request, such information as is required in order to assure compliance with this Article; and shall immediately notify the DEPARTMENT in all cases where PROJECT rolling stock is used in a manner or for a purpose other than mass transportation.
- iv. During the period of contract performance, the SPONSOR shall maintain the PROJECT rolling stock, support vehicle, and goods at a level of cleanliness, safety and mechanical soundness as determined by the SPONSOR and approved by the DEPARTMENT. The DEPARTMENT and the FTA shall have the right to conduct periodic inspections for the purpose of confirming proper maintenance pursuant to this Article.
- v. The SPONSOR shall maintain, in amount and form approved by the DEPARTMENT, such comprehensive and collision insurance or self-insurance as will be adequate to replace or repair PROJECT equipment throughout the PROJECT equipment's useful life.
- vi. If at any time during the duration of the PROJECT equipment's useful life, it is determined by the DEPARTMENT that said PROJECT equipment is not being used or maintained in accordance with the terms of this Agreement or the SPONSOR is not keeping records as specified in paragraph (d) of this Article, then the DEPARTMENT, at its discretion, shall require the SPONSOR to either remit ownership of the equipment to the DEPARTMENT or shall remit to the DEPARTMENT ninety percent (90%) of the fair market value, if any, of such property. For the purpose of this Article, the fair market value shall be deemed to be the value of the property as determined by an appraisal, approved by the DEPARTMENT, conducted as soon after such misuse or withdrawal occurs or the actual proceeds from the public sale of such

property, whichever is approved by the DEPARTMENT and FTA. The DEPARTMENT reserves the right to transfer ownership of the surrendered PROJECT equipment to another transportation service provider. Upon disposition of said property or properties by transfer, sale, or as otherwise directed by the DEPARTMENT in accordance with the procedures of the DEPARTMENT, the SPONSOR forfeits any invested interest in lieu of the costs of such disposition. Under no circumstances will the property be disposed of without the specific written consent of the DEPARTMENT.

- vii. The SPONSOR shall not permit the use of the PROJECT equipment for political purposes.
- viii. The SPONSOR shall not alter, modify or remove from the PROJECT equipment any part, component, or accessory without written consent from the DEPARTMENT.
- ix. The SPONSOR will concur with the DEPARTMENT'S Transit Asset Management Group Plan (TAM) in order to keep transit assets in a state of good repair.

## ARTICLE II

#### COVENANT AGAINST CONTINGENT FEES

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

#### **ARTICLE III**

#### EMPLOYMENT OF DEPARTMENT'S PERSONNEL

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

#### ARTICLE IV

#### **CODE OF ETHICS**

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

#### ARTICLE V

#### REVIEW OF WORK

Authorized representatives of the DEPARTMENT and Federal Government may during normal office hours review and inspect the PROJECT activities, data collected, and financial records of the SPONSOR pertaining to the PROJECT, this Agreement, and any amendment thereto.

A. Inspection of Fleet, Equipment, and Transit-related property(ies).

Authorized representatives of the DEPARTMENT, the Inspector General of the United States, and the Secretary of Transportation may at all reasonable times inspect all fleet, equipment, and transit-related properties purchased by the SPONSOR as part of the PROJECT, all transportation services rendered by the SPONSOR by the use of such fleet, and all relevant PROJECT data and records.

#### B. Inspection of Books, Records, and Accounts

The SPONSOR agrees to provide sufficient access to FTA and the DEPARTMENT to inspect and audit records and information related to performance of this Agreement as reasonably may be required. The SPONSOR shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred by the SPONSOR in operating the SPONSOR's Public Transportation Services and acquisition of Capital items and acquisition of Capital items shall *make* such material available at all reasonable times during the period of this Agreement, and for *three* (3) years from the date of the final payment under this Agreement, for the inspection by the DEPARTMENT and FTA, and copies shall *be* furnished if requested within the period of time set by the DEPARTMENT.

#### ARTICLE VI

#### AUTHORIZATION AND APPROVAL

Time is of the essence in this Agreement and the SPONSOR shall perform its responsibilities to the PROJECT in accordance with this Agreement. It is understood and agreed by the parties to this Agreement, the SPONSOR shall

satisfy the terms of this Agreement for operating assistance commencing upon the beginning of the operating period and continuing until the end of the operating period as denoted on the **EXHIBIT A-** Section 1. The Capital Improvements and the purchase of improvements or services provided under the terms of this Agreement shall be completed as defined in the **EXHIBIT A-** Section 2, Section 3, and Section 4. The work shall be carried on expeditiously and in general accordance with the scope and procedure with recognition that unforeseen events may make necessary some minor variations. It is understood and agreed this Agreement is contingent upon FTA approval of the funding assistance and distribution as described in **EXHIBIT A-**PROJECT SUMMARY for this project and that any payment to the SPONSOR by the DEPARTMENT will be made subject provisions set forth in ARTICLE VIII (Compensation).

#### ARTICLE VII

#### RESPONSIBILITY FOR CLAIMS AND LIABILITY

To the extent provided by law, the SPONSOR and its sub-recipients shall be responsible for any and all damages to property or persons and shall indemnify and save harmless the DEPARTMENT, its officers, agents, and employees, from all suits, claims, actions, or damages of any nature whatsoever resulting from the negligence of the SPONSOR and its sub-recipients in the performance of work under this Agreement. Further, the SPONSOR and its sub-recipient agrees to indemnify and hold harmless the DEPARTMENT from suits, claims, actions, or damages of any nature whatsoever by any person, firm, corporation, or governmental body resulting from any defective equipment or material purchased by the SPONSOR and its sub-recipients under this Agreement or from the installation and operation thereof or from operation of equipment and materials already owned by the SPONSOR and its sub-recipients. These indemnities shall not be limited by reason of any insurance coverage held by the SPONSOR or the SPONSOR 's contractors or subcontractors.

# ARTICLE VIII COMPENSATION

#### A. Operating Assistance

(a) It is understood and agreed that the total estimated eligible net Operating Assistance is the difference between eligible operating expenses and eligible revenues, as defined in FTA Circular 9040.lG for the provision of operating assistance as shown, if any, in EXHIBIT A– Section 1, as attached hereto and made a part of this Agreement as if fully set out herein, is TWO HUNDRED EIGHTY SEVEN THOUSAND TWO HUNDRED and ZERO/100 Dollars (\$287,200.00). For the purposes of the DEPARTMENT'S participation in the costs by the SPONSOR, it is agreed that the DEPARTMENT'S maximum obligation for the SPONSOR'S operating assistance program shall be ONE HUNDRED

- FORTY THREE THOUSAND SIX HUNDRED and ZERO/100 Dollars (\$143,600.00), which includes the administrative and operating costs, as established in EXHIBIT A– Section 1.
- (b) If the total estimated eligible net project cost of the SPONSOR'S public transportation service for the operating period beginning **July 1, 2022 and ending June 30, 2023** ("Operating Assistance Period")., as reflected in the final audit, is less than TWO HUNDRED EIGHTY SEVEN THOUSAND TWO HUNDRED and ZERO/100 Dollars (\$287,200.00), then the DEPARTMENT shall be required to pay only fifty percent (50%) of the total incurred direct administrative and operating costs.
- (c) It is further understood and agreed that any line item shown in EXHIBIT A -Project Summary may be increased or decreased without the execution of a Supplemental Agreement, provided that the DEPARTMENT'S total maximum obligation under this agreement is not changed, if said change is requested in writing by the SPONSOR and approved in writing by the DEPARTMENT.

#### B. Capital Acquisitions

- (a) RESERVED
- (b) RESERVED
- (c) RESERVED
- (d) **RESERVED**
- C. Mobility Management Activities
  - (a) **RESERVED**
  - (b) **RESERVED**
- D. Departmental Obligations

The DEPARTMENT'S maximum obligation, \$143,600.00, as set forth above is funded by the FTA and the State. No entity of the State other than the DEPARTMENT has any obligations to the SPONSOR related to this project. This Agreement does not obligate the DEPARTMENT to make any payment to the SPONSOR from any funds other than those made available to the DEPARTMENT from the FTA. The obligation of the DEPARTMENT to pay or reimburse the SPONSOR is expressly limited to the amount of funds remitted to the DEPARTMENT by the FTA. Payments of invoices will be contingent upon the receipt of funds from the FTA, and therefore the DEPARTMENT does not make any commitment to the SPONSOR as to the timing of when payment to the SPONSOR will be made. In the event the funds made available to the DEPARTMENT by the FTA are insufficient for the PROJECT, the DEPARTMENT's payment obligations shall not exceed the availability of such FTA funds, and the DEPARTMENT shall have the right at its sole discretion to terminate this Agreement immediately upon notice to the SPONSOR without further obligation of the DEPARTMENT.

#### ARTICLE IX

#### SUBSTANTIAL CHANGES

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

## ARTICLE X PAYMENTS

#### A. PARTIAL PAYMENT

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

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

#### B. FINAL PAYMENT AND PROJECT CLOSEOUT

If a final monthly invoice is not received by the DEPARTMENT within ninety (90) days after each of the

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

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

#### C. APPROVAL OF SUBCONTRACTS

Subject to the DEPARTMENT's prior approval under ARTICLE XI, the DEPARTMENT reserves the right to review all subcontracts prepared, if approved, in connection with the work required under this Agreement, and the SPONSOR agrees that it shall submit to the DEPARTMENT prepared estimates for the DEPARTMENT'S review and written concurrence in advance of their execution. All contracts shall provide that subcontracts exceeding \$10,000.00 in cost shall contain all the required provisions of the prime contract.

#### D. PROMPT PAYMENT OF SUBCONTRACTORS/DBEs

The SPONSOR agrees to pay each subcontractor or Disadvantaged Business Enterprise ("DBE") subcontractor (and extends to any second-tier subcontract(s)) under this FTA funded Agreement for satisfactory performance of its subcontract no later than thirty (30) days from receipt of each payment the

SPONSOR received from the DEPARTMENT's FTA funded transit program. Any disputes that arise regarding payment to any subcontractor after the satisfactory completion of work may be brought to the attention of the DEPARTMENT, who will make a determination whether there was good cause. Any delay of payment from the above-referenced time frame may occur only for good cause following prior written approval from the DEPARTMENT. This clause applies to both DBE and non-DBE subcontractors. Failure by the SPONSOR to carry out the requirements of prompt payment without just cause, is a material breach of this Agreement with the DEPARTMENT and may result in the DEPARTMENT withholding payment from the SPONSOR until all delinquent payments have been made (no interest will be paid to SPONSOR for the period that payment was withheld, when applicable), termination of this Agreement, or other such remedy as the DEPARTMENT deems appropriate. Additionally, the SPONSOR shall not withhold retainage from subcontractors.

#### ARTICLE XI

#### SUBCONTRACTING AND ASSIGNMENT

#### A. SUBCONTRACTING OF SERVICE

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

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

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

#### ARTICLE XII

#### CONTRACT DISPUTES

interpretation and construction shall be governed by the Laws of the State of Georgia.

#### ARTICLE XIII

#### TERMINATION FOR CAUSE AND FOR CONVENIENCE

The Department reserves the right to terminate this Agreement for convenience or just cause at any time upon thirty (30) days written notice to the SPONSOR notwithstanding any just claims by the SPONSOR. The Termination for cause and convenience shall extend to all third-party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier. It is understood by the parties hereto that should the DEPARTMENT terminate this Agreement prior to the completion of an element of work the SPONSOR shall be reimbursed for such work element based upon the percentage of work completed up to and including the date of termination set forth in the notice.

#### **ARTICLE XIV**

#### COMPLIANCE WITH APPLICABLE STATE LAWS

- A. The undersigned certifies that the provisions of O.C.G.A. §45-10-20 through 45-10-28 relating to Conflict of Interest, have been complied with in full.
- B. The SPONSOR shall comply and shall require its subcontractors and third-party operators to comply with requirements in Georgia Department of Transportation, Exhibit B, Certification Of Sponsor, Compliance with State Audit Requirement, attached hereto and made a part of this Agreement as if fully set out herein.
- C. The SPONSOR certifies that the provisions of O.C.G.A. §50-24-1 through 50-24-6 relating to the "Drug-Free Workplace Act" have been or will be complied with in full, as stated in EXHIBIT C of this Agreement.
- D. The SPONSOR shall comply with and require its consultants to comply with the requirements in Georgia Department of Transportation, Georgia Security and Immigration Compliance Act Affidavit, EXHIBIT D.
- E. The SPONSOR shall comply and require its subcontractors to comply with the requirements of Executive Order No. 13153, Federal Leadership on Reducing Text Messaging while Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging December 30, 2009, incorporated by reference and made a part of this Agreement as if fully set out herein.
- F. The SPONSOR shall comply with the provisions of O.C.G.A. §16-10-6 relating to elected officers of a political subdivision who sell any personal property to political subdivisions of there are officers.
- G. Pursuant to O.C.G.A.§. 50-5-85, the SPONSOR hereby certifies that it is not currently engaged in, and agrees that for the duration of this contract, it will not engage in a boycott of Israel.
- H. The SPONSOR shall comply and shall require its contractors, subcontractors and consultants to comply with the requirements of the State of Georgia's Sexual Harassment Prevention Policy as described in Exhibit J which is hereby made a part of this Agreement as if fully set out herein.
- I. The SPONSOR agrees that it will comply with the current State Management Plan (most recently updated as

of October 1, 2020), and any other guidance that the Department may promulgate from time to time.

#### ARTICLE XV

#### COMPLIANCE WITH APPLICABLE FEDERAL TRANSIT ADMINISTRATION REQUIREMENTS

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

#### C. Civil Rights Requirements

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

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

employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, SPONSOR shall comply with any implementing requirements FTA may issue.

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

- the Prevailing Wage Requirements, Anti-Kickback" Prohibitions, and Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708), as supplemented by the DOL regulations at 29 C.F.R. part 5.
- I. The SPONSOR agrees to comply with 49 U.S.C. 5323(d), 5323(r), and 49 C.F.R. part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities.
- J. According to 49 CFR Part 605, a SPONSOR is prohibited from providing school bus service in competition with private school bus operators unless the service qualifies and is approved by the FTA Administrator under an allowable exemption.
- K. The SPONSOR, subrecipient or subcontractor shall not discriminate on the basis of Race, Color, Religion, Gender Identity, National Origin, Sex, Sexual Orientation in the performance of this contract. The SPONSOR shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the SPONSOR to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
  - (a) Withholding monthly progress payments;
  - (b) Assessing sanctions;
  - (c) Liquidated damages; and/or
  - (d) Disqualifying the SPONSOR from future bidding as non-responsible. 49 C.F.R. § 26.13(b).
- L. SPONSOR shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. SPONSOR shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.
- M. The SPONSOR agrees to comply with the current Federal substance abuse regulations: (a) Drug-Free Workplace. U.S. DOT regulations, "Drug-Free Workplace Requirements (Grants), " 49 C.F.R. Part 32, that implements the Drug-Free Workplace Act of 1988, 41 U.S.C. §§ 701 et seq. b. Alcohol Misuse and Prohibited Drug Use. FTA Regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR Part 655, to the extent applicable. (b) Participate in Agency's drug and alcohol

- program established in compliance with 49 CFR 653 and 654.
- N. In all contracts at all tiers expected to equal or exceed \$25,000, the SPONSOR agrees to comply with mandatory standards and policies of FTA Master Agreement §39(b) to promptly provide notice related to fraud, waste, abuse, or other legal matters, as follows:
  - (a) For the purposes of Subsection N., "Recipient" refers to the DEPARTMENT. The SPONSOR must promptly notify the Recipient, who will promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the SPONSOR or Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or SPONSOR (Third Party Participant). It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient. In this paragraph, "promptly" means to refer information without delay and without change. This notification provision applies to all divisions of the Recipient, including divisions tasked with law enforcement or investigatory functions.
  - (b) Flow-Down Requirement. If a current or prospective legal matter that may affect the Federal Government emerges, the SPONSOR must promptly notify the Recipient, who will promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. DEPARTMENT is required to include this notification requirement in its Third Party Agreements and must require each Third Party Participant, including SPONSOR, to include an equivalent provision in its sub-agreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.
    - (1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
    - (2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any

- Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.
- (3) Additional Notice to U.S. DOT Inspector General. The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a 95 criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient. In this paragraph, "promptly" means to refer information without delay and without change. This notification provision applies to all divisions of the Recipient, including divisions tasked with law enforcement or investigatory functions.
- O. The SPONSOR shall comply with the prohibitions of 2 CFR 200.216 on certain telecommunications and video surveillance services or equipment as follows:
  - (a) Recipients and sub-recipients are prohibited from obligating or expending loan or grant funds to:
    - (1) Procure or obtain;
    - (2) Extend or renew a contract to procure or obtain; or
    - (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
      - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation,

- Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
- (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- (4) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- (5) For the purposes of Subsection O., "Recipient" refers to the DEPARTMENT and sub recipient refers to the SPONSOR.

#### ARTICLE XVI

#### **TERM**

This Agreement shall be effective as of the Effective Date above and shall terminate upon the expiration of the Capital Expenditures Period, unless terminated earlier under Article XIII of this Agreement (the "Term").

#### ARTICLE XVII

#### **INSURANCE**

The SPONSOR shall provide insurance under this Agreement as follows:

A. It is understood that the SPONSOR (complete the applicable statement):

 $\hfill \square$  is self-insured and all claims against SPONSOR will be handled through Please enter N/A or enter the full insurance information requested.

OR

□ shall, obtain coverage from SPONSOR's private insurance company or cause its consultant/contractor to obtain coverage.

Prior to beginning the work, SPONSOR shall furnish to the DEPARTMENT, a copy of the certificates

and the endorsement page for the minimum amounts of insurance indicated below in this Article XVII (Insurance) of the Agreement.

- B. <u>Minimum Amounts</u>. The following minimum amount of insurance from insurers rated at least A– by A.M. Best's and registered to do business in the State of Georgia:
  - (a) <u>Commercial General Liability Insurance</u> of at least \$1,000,000 per occurrence \$3,000,000 aggregate, including Automobile Comprehensive Liability Coverage with bodily injury in the minimum amount of \$1,000,000 combined single limits each occurrence. DEPARTMENT shall be named as an additional insured and a copy of the policy endorsement shall be provided with the insurance certificate.
  - (b) Professional Liability (Errors and Omissions) Insurance with limits of at least:
    - (1) For Professionals \$1,000,000 per claim and \$1,000,000 in aggregate coverage;
    - (2) For Sub-consultant Engineers and Architects \$1,000,000 per claim and \$1,000,000 in aggregate coverage;
    - (3) For Other Consultants \$1,000,000 per claim and \$1,000,000 in aggregate coverage.
    - (4) Professional liability insurance that shall be either a practice policy or project-specific coverage. Professional liability insurance shall contain prior acts coverage for services performed for this PROJECT. If project-specific coverage is used, these requirements shall be continued in effect for two years following final completion for the PROJECT.
  - (c) The above-listed insurance coverages shall be maintained in full force and effect for the entire term of the Agreement.
  - (d) The insurance certificate must provide the following:
    - (1) Name, address, signature and telephone number of authorized agents.
    - (2) Name and address of insured.
    - (3) Name of Insurance Company.
    - (4) Description of coverage in standard terminology.
    - (5) Policy number, policy period and limits of liability.
    - (6) Name and address of DEPARTMENT as certificate holder.
    - (7) Thirty (30) day notice of cancellation.
    - (8) Details of any special policy exclusions.
  - (e) Waiver of Subrogation: There is no waiver of subrogation rights by either party with respect to insurance.
  - (f) If and to the extent such damage or loss (including costs and expenses) as covered by this

indemnification set forth herein is paid by the State Tort Claims Trust Fund, the State Authority Liability Trust Fund, the State Employee Broad From Liability Fund, the State Insurance and Hazard Reserve Fund, and other self-insured funds established and maintained by the State of Georgia Department of Administrative Services Risk Management Division or any successor agency (all such funds hereinafter collectively referred to as the "Funds"), in satisfaction of any liability, whether established by judgment or settlement, the SPONSOR and its consultant/contractor agrees to reimburse the Funds for such monies paid out by the Funds.

# ARTICLE XVIII EXHIBITS AND APPENDICES

This Agreement includes the exhibits and appendices as listed below, which are hereto attached and incorporated herein by reference:

EXHIBIT A	Project Summary
EXHIBIT B	Certification of Sponsor, Compliance with State Audit Requirement
EXHIBIT C	Certification of Sponsor Drug-Free Workplace
EXHIBIT D	Georgia Security and Immigration Compliance Act Affidavit
EXHIBIT E	Certification of Sponsor
EXHIBIT F	Certification of Department of Transportation, State Of Georgia
EXHIBIT G	Primary Sponsor Certification Regarding Debarment, Suspension, and Other
EXHIBIT H	Responsibility Matters  Lower Tier Sponsor Certification Regarding Debarment, Suspension, and Other Responsibility Matters
EXHIBIT I	Reserved
EXHIBIT J	Certification of Compliance with the State of Georgia's Sexual Harassment Prevention Policy

#### ARTICLE XIX

#### **MISCELLANEOUS**

A. <u>NOTICE & CONTACT INFORMATION</u>. The telephone numbers, contact persons, and mailing addresses listed below for the DEPARTMENT's and the SPONSOR's representatives may be changed during the term of this Agreement by written notification to the other party. Notices given pursuant to this Agreement shall be in writing and shall be to the DEPARTMENT or SPONSOR by delivering them in person, via email, or by depositing it in the U.S. mail postage prepaid, addressed to the parties as follows:

DEPARTMENT	SPONSOR
Name: Clement Solomon	Name:
Title: Intermodal Division Director	Title: Chairman
600 West Peachtree Street, NW,	
6 <sup>th</sup> Floor	
Atlanta, Georgia 30308	
Telephone #: (404) 347-0573	
E-mail: csolomon@dot.ga.gov	

In the event that any of the above identified individuals are no longer serving at their identified position, any notices, requests, demands and other communications shall be sent to the current individual in the position. If any of the above identified positions no longer exist, any notices, requests, demands and other communications shall be sent to an equivalent position within the party, as identified by the party.

- B. <u>ASSIGNMENT</u>. Except as herein provided, the parties hereto will not transfer or assign all or any of their rights, titles or interests hereunder or delegate any of their duties or obligations hereunder without the prior written consent of the other party, which consent will not be unreasonably withheld.
- C. <u>NONWAIVER</u>. No failure of either party to exercise any right or power given to such party under this Agreement, or to insist upon strict compliance by the other party with the provisions of this Agreement, and no custom or practice of either party at variance with the terms and conditions of this Agreement, will constitute a waiver of either party's right to demand exact and strict compliance by the other party with the terms and conditions of this Agreement.
- D. <u>NO THIRD PARTY BENEFICIARIES</u>. Nothing contained herein shall be construed as conferring upon or giving to any person, other than the Parties hereto, any rights or benefits under or by reason of this Agreement.
- E. <u>SOVEREIGN IMMUNITY</u>. Notwithstanding any other provision of this Agreement to the contrary, no term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions under the Georgia Constitution.
- F. <u>CONTINUITY</u>. Each of the provisions of this Agreement will be binding upon and inure to the benefit and detriment of the parties and the successors and assigns of the parties.

- G. <u>WHEREAS CLAUSE AND EXHIBITS</u>. The Whereas Clauses and Exhibits hereto are a part of this Agreement and are incorporated herein by reference.
- H. <u>SEVERABILITY</u>. If any one or more of the provisions contained herein are for any reason held by any court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision hereof, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- I. <u>INTERPRETATION</u>. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation hereof.
- J. <u>EXECUTION</u>. Each of the individuals executing this Agreement represents that they are authorized to execute this Agreement on behalf of their respective entities.
- K. <u>COUNTERPARTS</u>. This Agreement may be executed and delivered in counterparts, and if so executed, shall become effective when a counterpart has been executed and delivered by all Parties hereto. All counterparts taken together shall constitute one and the same Agreement and shall be fully enforceable as such. Delivery of counterparts via facsimile transmission or via email with scanned attachment shall be effective as if originals thereof were delivered.
- L. <u>ENTIRE AGREEMENT</u>. This Agreement supersedes all prior negotiations, discussion, statements and agreements between the parties and constitutes the full, complete and entire agreement between the parties with respect hereto; no member, officer, employee or agent of either party has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith, amending, supplementing, modifying, adding to, deleting from, or changing the terms and conditions of this Agreement. No modification of or amendment to this Agreement will be binding on either party hereto unless such modification or amendment will be properly authorized, in writing, properly signed by both parties and incorporated in and by reference made a part hereof.

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

#### [REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

## In Process

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

GEORGIA DEPARTMENT OF TRANSPORTATION:	SPONSOR: PUTNUM COUNTY BOARD OF COMMISSIONERS
	BY:(Seal)
(Seal)	Name: Billy Webster
Commissioner	Title: Chairman
	BY:(Seal)
	Name:
ATTEST:	Title:
Treasurer	IN THE PRESENCE OF: Witness
	Name:  Title:
	Federal Employment Identification Number:
	SUBSCRIBED AND SWORN BEFORE ME ON THIS THE
	, DAY OF
	Notary Public
	My Commission Expires:
	[NOTARY SEAL]

# EXHIBIT A PROJECT SUMMARY PUTNUM COUNTY BOC

#### 2023 FTA 5311 Rural Transit Operating Assistance Period of Eligible Expenses - July 1, 2022 - June 30, 2023

	SECTION 1						
Item	Description	Scope/Suffix	FTA ALI Code	Total Cost	Federal Share (50%)	State	Local Share (50%)
						Share (0%)	
1	OPERATING 50%	300-A6	30.09.01	\$287,200.00	\$143,600.00		\$143,600.00
	Total Admin & Operating Cost			\$287,200.00	\$143,600.00		\$143,600.00

Funding Distribution		Fund Sources
Federal (50%)	\$143,600.00	212JA
State (0%)		
Local (50%)	\$143,600.00	012JA
Total Estimated Operating Cost	\$287,200.00	

FTA FAIN Number:	GA-2022-010-00
FTA Project:	GA-2022-010-01-00
FTA PO:	GA-18-X040
Federal Award Date:	05/20/2022

# FY2023 FTA 5311 Rural Capital Vehicles Purchases ONLY Period of Eligible Expenses - RESERRVED

	SECTION 2								
Item	Description	Scope/ Suffix	FTA ALI Code	Qty	Unit Cost	Total Cost	Federal Share (80%)	State Share (10%)	Local Share (10%)
NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
	Total Capital					\$0.00	\$0.00	\$0.00	\$0.00

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

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

## FY2023 FTA 5311 Rural Capital Purchases Other Than Vehicles Period of Eligible Expenses - -

#### **RESERRVED**

	SECTION 3								
Item	Description	Scope/ Suffix	FTA	Qty	Unit Cost	Total Cost	Federal Share	State Share	Local Share (10%)
			ALI				(80%)	(10%)	
			Code						
NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
	Total Capital					\$0.00	\$0.00	\$0.00	\$0.00

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

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

#### FY2023 FTA 5311 Rural Transit Mobility Management

Period of Eligible Expenses -

#### **RESERRVED**

	SECTION 4								
Item	Description	Scope/ Suffix	FTA	Qty	Unit Cost	Total Cost	Federal Share	State Share	Local Share (10%)
			ALI				(80%)	(10%)	
			Code						
NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
	Total / Mobility Management					\$0.00	\$0.00	\$0.00	\$0.00

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

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

Project Summary PI#: T007256	Amount
Total Federal Cost - Operating, Capital Rolling Stock, Other Capital, & Mobility Management	\$143,600.00
Total State Cost - Capital Rolling Stock, Other Capital, & Mobility Management	\$0.00
Total Local Cost - Operating	\$143,600.00
Total Local Cost - Capital Rolling Stock, Other Capital, & Mobility Management	\$0.00
Total Project Cost	\$287,200.00

CFDA:	20.509
DUNS#	010112084
SAM ID: MRB2SWM	IGPKY9
C	

#### **INDIRECT COST RATE**

Approved ICR	Yes		
De minimis CR	Х	10% Fixed	

# EXHIBIT B CERTIFICATION OF SPONSOR COMPLIANCE WITH STATE AUDIT REQUIREMENT

i nereby	y ce	ertify that I am the duty authorized represe	mative ofwhose address is
			and it is also certified that:
		sions of Section 36-81-7 of the Official Coave been complied with in full such that:	de of Georgia Annotated, relating to the "Requirement of
	(a)	\$550,000.00 or more shall provide for an	opulation in excess of 1,500 persons or expenditures of d cause to be made an annual audit of the financial affairs s of the local government for each fiscal year of the local
	(b)		it of government not included above shall provide for and ess often than once every two fiscal years.
	(c)	\$550,000.00 in that government's most re	t of government having expenditures of less than exently ended fiscal year may elect to provide for and cause an annual report of agreed upon procedures for that fiscal
	(d)	record for public inspection during the re government. Those units of local government	made by the state auditor shall be maintained as a public gular working hours at the principal office of the local ment not having a principal office shall provide a notification es during which the public may inspect the report.
Date			Signature
			Name: Billy Webster
			Title: Chairman

## EXHIBIT C CERTIFICATION OF SPONSOR DRUG-FREE WORKPLACE

I hereby certify that I am a principal and duly authori	ized representative of _Putnam County _whose address is
(Spc	onsor), and it is also certified that:
The provisions of Section 50-24-1 through 50-24-0 "Drug-Free Workplace Act" have been complied with	6 of the Official Code of Georgia Annotated, relating to the ith in full; and
A drug-free workplace will be provided for the Spon	sor's employees during the performance of the contract; and
provided a drug-free workplace. The Sponsor shall scertification: "As part of the subcontracting agreem Sponsor that a drug-free workplace will be provide performance of this contract pursuant to paragraph (Section 50-24-3"; and	7) of subsection (b) of the Official Code of Georgia Annotated e in unlawful manufacture, sale, distribution, dispensation,
Date	Signature
	Name: Billy Webster
	Title: Chairman

#### **EXHIBIT D**

GEORGIA SE	CURITY AND IMMIGI	RATION COMPLIANCE ACT AFFIDAVIT
Name of Contracting Entity:	PUTNUM COUNTY BO	OC
Contract No. and Name:	T007256 FY2023 - SEC	5311 - OPERATING ONLY
affirmatively that the individuregistered with, is authorized	al, firm, or entity which is to participate in, and is parabsequent replacement prog	entity verifies its compliance with O.C.G.A. § 13-10-91, stating a contracting with the Georgia Department of Transportation has rticipating in the federal work authorization program commonly ram, in accordance with the applicable provisions and deadlines
the contract period, and it will	l contract for the physical p	continue to use the federal work authorization program throughout performance of services in satisfaction of such contract only with a with the information required by O.C.GA. § 13-10-91(b).
		ain records of such compliance and provide a copy of each such within five (5) business days after any subcontractor is retained to
49222		
E-Verify / Company Identifica	tion Number	Signature of Authorized Officer or Agent
		Billy Webster
Date of Authorization		Printed Name of Authorized Officer or Agent
		Chairman
		Title of Authorized Officer or Agency
		Date
SUBSCRIBED AND SWORN BEFORE ME ON THIS THE	ſ	
DAY OF	, 202	
		~NOTARY SEAL~
Notary Public		
My Commission Expires:		

EXHIBIT D Revised 12/01/11

## **EXHIBIT E**

I hereby certify that I am the	CERTIFICATION Chairman		thorized representative of the Firn
Dutnem County	address is		
hereby certify to the best of my known	owledge and belief that:		
influencing or attempting to in officer or employee of Congre- Federal contract, the making	offluence an officer or emp ss, or any employee of a N of any Federal grant, the ne extension, continuation	ployee of any Fede Member of Congre ne making of any	half of the undersigned, to any person for eral agency, a Member of Congress, and ass in connection with the awarding of any Federal loan, the entering into of any Iment, or modification of any Federal
attempting to influence an offic of Congress, or an employee	cer or employee of any Feo of a Member of Congres dersigned shall complete a	deral agency, a Me ss in connection w	be paid to any person for influencing of mber of Congress, an officer or employed with this Federal contract, grant, loan, of deform-LLL, 'Disclosure Form to Report
entered into. Submission of this certification	ication is a prerequisite for on who fails to file the re	making or entering equired certification	laced when this transaction was made og into this transaction imposed by Section n shall be subject to a civil penalty of no
	•	• •	quire that the language of this certification that all such sub-recipients shall certified.
I also certify that neither I nor the abov	re firm I here represent has:		
			gent fee, or other consideration, any firm he above Sponsor) to solicit or secure this
(b) agreed, as an express or	-	-	ract, to employ or retain the services o
	y firm, organization or per fee, contribution, donation	rson (other than a bon, or consideration	oona fide employee working solely for monor of any kind for, or in connection with ed (if any):
	Fransportation, in connect	ion with this Agre	Transportation and the Federal Transiement involving participation of Federal and civil.
Date		Signature	
		Name:Billy Web	oster

Title: Chairman

# EXHIBIT F CERTIFICATION OF DEPARTMENT OF TRANSPORTATION STATE OF GEORGIA

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

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

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

Date	 Commissioner

# EXHIBIT G PRIMARY SPONSOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

	eby certify that I am the Chairman and duly aut nam County, whose address is	horized representative of, and I
	fy that I have read and understand the attached instruction and its representatives:	
(a)	a) Are not presently debarred, suspended, proposed for defrom covered transactions by the Georgia Department agency;	
(b)	b) Have not within a three year period preceding this A rendered against the firm or its representatives for con with obtaining, attempting to obtain or performing a pu under a public transaction in violation of Federal or Statheft, forgery, bribery, falsification or destruction of property;	nmission of fraud or a criminal offense in connection ublic (Federal, State, or Local) transaction or contractate antitrust statutes or commission of embezzlement
(c)	c) Are not presently indicted for or otherwise criminally State or Local) with commission of any of the offense	
(d)	d) Have not within a three year period preceding this Agr State or Local) terminated for cause or default; and	reement had one or more public transaction (Federal,
(e)	e) That the firm will include the clause titled "Certificat and Voluntary Exclusion - Lower Tier Covered Transa all lower tier covered transactions and in all solicitations.	action" as attached hereto and without motivation, in
firm ag certific	nowledge that this certification is provided pursuant to Ex agrees to abide by the rules and conditions set forth ther fication erroneous, including termination of this Agree artment of Transportation and Federal Government.	ein for any misrepresentation that would render this
connec	ther acknowledge that this certificate is to be furnished ection with this Agreement involving participation of Fe and Federal laws, both criminal and civil.	<u> </u>
		(SEAL)
Date		Signature Name:
		Title: Chairman

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

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

# EXHIBIT H LOWER TIER SPONSOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

I hereby certify that I am the Chairman	and duly authorized representative of
Putnam County , whose ad	dress is, and I certify
that I have read and understand the attached is	nstructions and that to the best of my knowledge and belief the firm
and its representatives:	
· · · · · · · · · · · · · · · · · · ·	, proposed for debarment, declared ineligible or voluntarily excluded rgia Department of Transportation and by any Federal department of
that this firm agrees to abide by the r would render this certification errond	provided pursuant to Executive Order 12549 and 49 CFR Part 29 and rules and conditions set forth therein for any misrepresentation that eous, including termination of this Agreement and other remedies of Transportation and Federal Government.
` '	ate is to be furnished to the Georgia Department of Transportation, in Agreement involving the participation of Federal-Aid Transit Funds Federal laws, both criminal and civil.
	(SEAL)
Date	Signature
	Name: Billy Webster
	Title: Chairman

### Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion and Other Responsibility Matters – Lower Tier Covered Transactions

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

- 1. By signing and submitting this proposal, the lower tier participant is providing the certification set out in Exhibit H.
- 2. The certification, Exhibit G, is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- 3. The prospective lower tier participant shall provide immediate written notice to the person to which the proposal is submitted if at any time the prospective lower tier participant learns that is certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in these instructions and the certification, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to which this person to which proposal is submitted for assistance in obtaining a copy of those regulations.
- 5. The prospective lower tier participant agrees by submitting this proposal/contract that should the proposed covered transaction be entered into, it shall not knowingly enter into a lower tier covered transaction with a person/firm who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
- 6. The prospective lower tier participant further agrees by submitting this proposal/contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7. A participant in a covered transaction may rely upon a certification of a prospective participant in lower tier covered transaction that is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non procurement Programs.
- 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9. Except for transactions authorized under paragraph 5 of these instructions, if the participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction in addition to other remedies available to the Federal Government, the department or agency may pursue available remedies, including suspension and/or debarment.

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

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal/contract.

#### EXHIBIT I RESERVED

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#### **EXHIBIT J**

### CERTIFICATION OF COMPLIANCE WITH THE STATE OF GEORGIA'S SEXUAL HARASSMENT PREVENTION POLICY

The State of Georgia promotes respect and dignity and does not tolerate sexual harassment in the workplace. The State is committed to providing a workplace and environment free from sexual harassment for its employees and for all persons who interact with state government. All State of Georgia employees are expected and required to interact with all persons including other employees, SPONSOR, contractors, and customers in a professional manner that contributes to a respectful work environment free from sexual harassment. Furthermore, the State of Georgia maintains an expectation that SPONSOR, its contractors and their employees and subcontractors will interact with entities of the State of Georgia, their customers, and other contractors of the State in a professional manner that contributes to a respectful work environment free from sexual harassment.

Pursuant to the State of Georgia's Statewide Sexual Harassment Prevention Policy (the "Policy"), SPONSOR and all contractors who are regularly on State premises or who regularly interact with State personnel must complete sexual harassment prevention training on an annual basis.

SPONSOR, including its employees and subcontractors, who have violated the Policy, including but not limited to engaging in sexual harassment and/or retaliation may be subject to appropriate corrective action. Such action may include, but is not limited to, notification to the employer, removal from State premises, restricted access to State premises and/or personnel, termination of contract, and/or other corrective action(s) deemed necessary by the State.

- (i) If SPONSOR is an individual who is regularly on State premises or who will regularly interact with State personnel, SPONSOR certifies that:
  - (a) SPONSOR has received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at <a href="http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy">http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy</a>;
  - (b) SPONSOR has completed sexual harassment prevention training in the last year; or will complete the Georgia Department of Administrative Services' sexual harassment prevention training located at <a href="http://doas.ga.gov/human-resources-administration/sexual-harassment-prevention/hr-professionals/employee-training">https://doas.ga.gov/human-resources-administration/sexual-harassment-prevention/hr-professionals/employee-training</a> (scroll down to section for entities without a LMS section) or this direct link <a href="https://www.youtube.com/embed/NjVt0DDnc2s?rel=0">https://www.youtube.com/embed/NjVt0DDnc2s?rel=0</a> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and,
  - (c) Upon request by the State, SPONSOR will provide documentation substantiating the completion of sexual harassment training.
- (ii) If SPONSOR has employees and subcontractors that are regularly on State premises or who will regularly interact with State personnel, SPONSOR certifies that:
  - (a) SPONSOR will ensure that such employees and subcontractors have received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at <a href="http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy">http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy</a>;
  - (b) SPONSOR has provided sexual harassment prevention training in the last year to such employees and subcontractors and will continue to do so on an annual basis; or SPONSOR will ensure that such employees and subcontractors complete the Georgia Department of Administrative Services' sexual harassment prevention training located at <a href="http://doas.ga.gov/human-resources-">http://doas.ga.gov/human-resources-</a>

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<u>administration/sexual-harassment-prevention/hr-professionals/employee-training</u> (scroll down to section for entities without a LMS section) or this direct link <a href="https://www.youtube.com/embed/NjVt0DDnc2s?rel=0">https://www.youtube.com/embed/NjVt0DDnc2s?rel=0</a> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and

(c) Upon request of the State of the Georgia Department of Transportation, SPONSOR will provide documentation substantiating such employees and subcontractors' acknowledgment of the State of Georgia's Statewide Sexual Harassment Prevention Policy and annual completion of sexual harassment prevention training.

Putham County	
SPONSOR's Name	
Signature of SPONSOR's Authorized Official	
Name of SPONSOR's Authorized Official	Process
Chairman	
Title of SPONSOR's Authorized Official	
Date	



#### **Certificate Of Completion**

Envelope Id: FBEDEAD1356A4326BB1FC805B8D1A60E

Subject: 48400-294-IGOIP2300227/PUTNAM COUNTY

Source Envelope:

Document Pages: 41 Signatures: 0
Certificate Pages: 5 Initials: 0

AutoNav: Enabled

**Envelopeld Stamping: Enabled** 

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Status: Sent

Envelope Originator: GDOT DocuSign Admin 600 W Peachtree St, NW

Atlanta, GA 30308

gdot\_contracts@dot.ga.gov IP Address: 143.100.53.12

Sent: 7/11/2022 10:26:41 AM Viewed: 7/11/2022 11:57:10 AM

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bwebster@putnamcountyga.us

Chairman

**Putnam County** 

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(None)

#### **Electronic Record and Signature Disclosure:**

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ID: 41faf905-f0c9-4d45-8044-d8f079bafd9a

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Security Level: Email, Account Authentication

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#### **Electronic Record and Signature Disclosure:**

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Lynn Butterworth

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#### **Electronic Record and Signature Disclosure:**

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smcmullen@putnamcountyga.us

Security Level: Email, Account Authentication

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#### **Electronic Record and Signature Disclosure:**

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catscommissioner@dot.ga.gov

Security Level: In Session

**Electronic Record and Signature Disclosure:** 

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Signer Events Signature Timestamp

Angela O. Whitworth

catstreasurerattest@dot.ga.gov Security Level: In Session

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Dianne Pounds
dpounds@putnamcountyga.us

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Barry A. Fleming

bfleming@flemingnelson.com

Security Level: Email, Account Authentication

(None)

**Electronic Record and Signature Disclosure:** 

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Patricia Smith

PSmith@dot.ga.gov

Security Level: Email, Account Authentication

(None)

**Electronic Record and Signature Disclosure:** 

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

## Required hardware and software

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Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0,
	NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	•Allow per session cookies
	•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

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

## Acknowledging your access and consent to receive materials electronically

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

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  provided or made available to me by Georgia Department of Transportation during the
  course of my relationship with you.

# File Attachments for Item:

12. Awarding of Solicitation 22-36001-001 Ambulance (staff-EMS)

## PUTNAM COUNTY BOARD OF COMMISSIONERS BID TABULATION SHEET

BID OPENING: Wednesday, July 13, 2022, 9:00 a.m.

SOLICITATION NO. AND DESCRIPTION: Solicitation #22-36001-001 Ambulance

Name & Address of Bidder	Bid Amount (on proposal form)	Sealed & Labeled	Amendments Issued	Amendments Noted	References (Resume)	E-Verify Affidavit	SAVE Affidavit	Notes
Custom Truck & Body Works 13787 White House R.J. Woodbury GA 30293	237,448.00	V	X	X		V		

WITNESS:

Monica C'vans Bul Mighing Ly Bringella

# File Attachments for Item:

13. Awarding of Solicitation 22-36001-002 Ambulance Remount (staff-EMS)

# PUTNAM COUNTY BOARD OF COMMISSIONERS BID TABULATION SHEET

BID OPENING: Wednesday, July 13, 2022, 9:30 a.m.

SOLICITATION NO. AND DESCRIPTION: Solicitation #22-36001-002 Ambulance Remount

Name & Address of Bidder	Bid Amount (on proposal form)	Sealed & Labeled	2 Copies+	Amendments Issued	Amendments Noted	References (Resume)		Notes
Custom Truck & Body Works 13787 White House R.d. Woodbury Ga 30293	114,080.00	/	/	X	X	V	V	

WITNESS:

Monica Evano Sul Myling Lyn Brunch

# File Attachments for Item:

. Appointment to the Region Two Behavioral Health and Developmental Disabilities Planning Board (staff-CC)

NAME	ADDRESS	DISTRICT	CONSUMER OF DISABILITY SERVICES OR FAMILY MEMBER OF A CONSUMER OR ADVOCATE FOR DISABILITY SERVICES OR LOCAL LEADER OR BUSINESS PERSON WITH INTEREST IN MENTAL HEALTH, DEVELOPMENTAL DISABILITIES AND ADDICTIVE DISEASES
Gloria C Morrell		2	Yes
Igioria C Morreii	634 Rockville Springs Drive	3	res

# PUTNAM COUNTY BOARD OF COMMISSIONERS



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

## NOTICE

The Putnam County Board of Commissioners is seeking individuals interested in serving on the **Region Two Behavioral Health and Developmental Disabilities Planning Board**. Qualified individuals shall be a consumer of disability services, a family member of a consumer, an advocate for disability services or a local leader or business person with an interest in mental health, developmental disabilities and addictive diseases. This board includes forty-one (41) counties and meets every other month at various locations within the region. The term of the members of the regional planning board shall be for a period of three years. A member may serve no more than two full consecutive terms.

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

05/27/2021 & 06/03/2021

# PUTNAM COUNTY BOARD OF COMMISSIONERS



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

# APPLICATION FOR BOARDS, COMMITTEES, & AUTHORITIES

Name: Gloria C Morrell	Home Phone: (706) 485-7037						
Address: 634 Rockville Springs Dr.	Work Phone:						
Eatonton, GA. 31024							
Occupation: Adjunct Faculty/ Nurse Educator	E-mail:						
I would like to apply for appointment to the followin Region 2Behavioral Health and Developmental Disa	> 1						
Which district do you live in?							
Briefly explain your educational background nursing	g, infection control addictive disease, community heal						
Are you an owner or officer in any business or corporate of the second o							
Please explain any previous experience with State or	Local Government: See CV attached						
Briefly explain why you seek this appointment: Ask	ed to apply as seat is unfilled and I am qualified.						
If appointed, I agree to serve.	7/5/2022						
Signature	Application Date						

<sup>\*</sup>This application should be submitted to the Putnam County Board of Commissioners. Any additional information may be included on a separate page.

#### Gloria C, Morrell

634 Rockville Springs Drive Eatonton, GA. 31024 Daytime phone: 706-485-7037

Cell Phone:

Email:

Georgia College email: gmorrell@gcsu.edu

Work Experience:

Georgia College and State University

8/01/2015current

Part-time Nursing faculty- Community Health Nursing

Provides public health knowledge, skills and real-life experiences addressing the needs and problems of communities. Aggregates and focuses care on varied communities, vulnerable populations, and differing health inequalities with the nursing students.

Centers for Disease Control and Prevention Atlanta, GA US

2/2009-5/30/2015

Detail: November 1 to December 31, 2014, CDC IMS Response Rotation Assignment, CDC IMS Ebola Medical Care Task Force, Domestic Health Care Infection Control Team, CDC IMS Ebola Infection Control Specialist

Educational and Training Services Branch
Division of Scientific Education and Professional Development Center for
Surveillance, Epidemiology and Laboratory Services

Provided technical assistance and coaching to CDC programs for continuing nursing education accreditation standards, policies and practices.

Surveillance Branch Division of Healthcare Quality Promotion (DHQP) National Center for emerging and Zoonotic Diseases

Federal Status: Nurse Consultant

Provided infection prevention (IP) and nursing-related consultation and technical assistance regarding surveillance for healthcare-associated infections (HAI) using the National Healthcare Safety Network (NHSN) reporting system with a user base of over 5000 facilities across the US. Liaison to users, institutions and groups for questions and training related to the NHSN application. Serves as subject matter expert for clinical and technical inquiries related to application of CDC's healthcare-associated infection (HAI) definitions and criteria to IPs, public health personnel, epidemiologists, physicians, national partners and groups.

Northside Hospital, Atlanta, GA. 1000 Johnson Ferry Road NE Atlanta, GA 30342 United States 8/1981-8/2013

**Coordinator of Infection Prevention and Control Department** Infection Control High-Risk Coordinator **Infection Control Nurse Education Department Staff Development Instructor** 

Administered a comprehensive infection prevention and control program/ staff development for a large, metropolitan hospital system.

## Peachford Hospital, Atlanta, Georgia 2151 Peachford Road Atlanta, Georgia 30338

7/1979-8/1981

Staff and charge nurse on the Addictive Disease and Detoxification units. In addition to patient care, duties included family and patient teaching and nurse preceptor for new employees.

# Florida Department of Health, Duval County Health Department **Primary Care Services**

2/1977 -04/1979

Jacksonville, FL US

**Public Health Nurse and Team leader** 

Responsibilities as public health nurse, clinic administration and organization, home visits, case finding, and referral services.

Trained as adult nurse practitioner. Provided patient and family education, general educational presentations and written materials.

## **Education:**

## Brenau University Gainesville, GA US

Master of Science in Nursing Education 5/2008

Course of study included: Learning theory/ teaching methods, curriculum theory and design, educational technology, evaluation of teaching and learning processes and teaching across the lifespan.

## University of North Florida Jacksonville, FL US

Master in Allied Health Services 06/1979

University of Florida Gainesville, FL US Bachelor of Science in Nursing, FL US Signa Theta Tau Nursing Honorary Society

## Certified in Infection Control and Prevention (CIC)

By the Certification Board of Infection Control & Epidemiology through 2017

## Professional activities:

Officer for the Association for Infection Prevention and Control (APIC), Atlanta including past president, and secretary. Served on several national committees for National APIC, including the Bioterrorism and Pediatric committees.

**Lecturer:** Lectured on the local, state, national and international levels as subject matter expert for infection control and prevention including local, state, national and international meetings including APIC and State Hospital Epidemiology Association (SHEA) meetings and Georgia Infection Prevention Network (GIPN), visited over 20 states and multiple hospital systems as CDC NHSN representative and infection control subject matter expert.

Georgia Hospital Association (GHA) lecturer on the topics of infection control, 2008-2009.

Lectured at schools of nursing at Georgia State University and Brenau University on the topics of nursing, infection control and epidemiology and the careers of nursing and human lactation

Lectured at State and Gwinnett County School Health Nursing Conferences about infection control and the schools

**External reviewer:** SHEA's Infection Control and Hospital Epidemiology (ICHE) participated as invited external reviewer invitation for ICHE: 9/20/14 Infection Control and Hospital Epidemiology Ref.: MS no. 34847

Professional Walker, TA, Chiller, T, Dignani, CE, Smith, R, Morrell, GC, et all, Abstract pending for the CDC
Publications: Epidemiology Intelligence Service Conference, April 20-23, 2015. "Outbreak of Rhizopus surgical site infections —Argentina, 2005–2014"

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Morrell, G.C., Fetter, J.M. Abstract:

Infection Control Impacts Bone Marrow Unit Transplant (BMTU) Renovation. AJIC, April 1998, p. 207

# REGION TWO BHDD PLANNING BOARD

(Georgia Department of Behavioral Health and Developmental Disabilities)
(Putnam County appointment)

**MEMBER** 

**TERM EXPIRES** 

William O. Lombard 120 Okoni Lane Eatonton, GA 31024 6/30/2021