



117 Putnam Drive, Suite A ♦ Eatonton, GA 31024

## Agenda

Tuesday, November 21, 2017 ♦ 6:30 PM

*Putnam County Administration Building – Room 203*

### Opening

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

### Zoning Public Hearing

4. Request by Debra D. Wilson, agent for William L. Daniel, to rezone 2 acres at 355 Rabbit Skip Road from AG-1 to R-2 [Map 030, Parcel 003]

### Regular Business Meeting

5. Public Comments
6. Approval of Agenda
7. Consent Agenda
  - a. Approval of Minutes - November 5, 2017 Regular Meeting
  - b. Approval of Minutes - November 9, 2017 Called Meeting
  - c. Approval of Minutes - November 9, 2017 Executive Session
  - d. Authorization for Chairman to sign Judicial Alternatives of Georgia Probation Services Agreement for State Court of Putnam County
  - e. Authorization for Chairman to sign Judicial Alternatives of Georgia Probation Services Agreement for Superior Court of Putnam County
8. Appointment to the Region Two Behavioral Health and Developmental Disabilities Planning Board
9. Approval to begin process to abandon Price Road
10. Discussion of HR 158

### Reports/Announcements

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

### Closing

14. Adjournment





**PUTNAM COUNTY PLANNING AND ZONING COMMISSION**



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

November 3, 2017

TO: Board of Commissioners

FROM: Lisa Jackson

RE: Staff Recommendation for Public Hearing Agenda on 11/21/2017

9. Request by **Debra D. Wilson, agent for William L. Daniel** to rezone 9.75 acres at 355 Rabbit Skip Road from AG-1 to R-2. **[Map 030, Parcel 003]. \***

The applicant is requesting to rezone the 9.75 acres to subdivide 2 acres out of it for family use. The subdivision of the 2 acres will include an existing house on the lot which the applicant intends to give to his sister. The minimum lot size in AG-1 is 20 acres so in order to subdivide the property it must be rezoned to a conforming zoning district. The adjacent properties are zoned AG-1 with residences on them and there are several R-2 parcels in the same vicinity. Per the Tax Assessor’s website, the closest R-2 parcel is at approximately 1,413 feet from this location. Therefore, the rezoning of this property from AG-1 to R-2 will have no adverse effect on the nearby roads or surrounding properties.

*Staff recommendation is for approval to rezone 9.75 acres from AG-1 to R-2.*

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***Planning & Zoning Commission’s recommendation is for approval to rezone 9.75 acres from AG-1 to R-2.***

**PUTNAM COUNTY PLANNING AND ZONING COMMISSION**



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

Thursday, November 2, 2017

The Putnam County Planning & Zoning Commission conducted a public hearing on Thursday, November 2, 2017 at 6:30 PM in the Putnam County Administration Building, 117 Putnam Drive, Room 203, Eatonton, Georgia.

**1. Call to Order**

Mr. John Langley, Vice-Chairman, called the meeting to order.

**2. Attendance**

Mrs. Karen Pennamon called the roll.

**Present:** John Langley, Vice- Chairman, Tommy Brundage, Alan Oberdeck, Frederick Ward

**Absent:** John Marshall, Jr.

**Staff Present:** Lisa Jackson, Karen Pennamon, and Jonathan Gladden

**3. Rules of Procedures**

Mr. Jonathan Gladden read the Rules of Procedures.

**4. Approval of Minutes – October 5, 2017**

Motion for approval made by: Alan M. Oberdeck

Seconded by: Frederick Ward

Commissioner	YES	NO	ABSTAIN	RECUSE
Tommy Brundage	x			
John D. Langley	x			
Alan M. Oberdeck	x			
Frederick Ward	x			

9. *Request by Debra D. Wilson, agent for William L. Daniel. at 355 Rabbit Skip Rd. to rezone 9.75 acres from AG-1 to R-2. [Map 030, Parcel 003]. \**

**Mrs. Debra D. Wilson, agent for William L. Daniel** represented this request. **Mrs. Wilson** stated is representing her brother and older siblings in hopes to rezone the property from AG-1 to R-2. She stated that her family had been raised on Rabbit Skip road and the reason for the rezoning request is that she is trying to make the property suitable for her grandchildren, and great grandchildren to build residences on the land. **Mr. Ward** asked what she plans to do with the house. **Mrs. Wilson** stated she is planning to remodel the inside of the structure so her family can continue to have gatherings there. She added that she had hired a surveyor to come out and establish the property lines to subdivide the property. **Mr. Ward** stated he is familiar with the property and has no problems with the request. No one spoke in opposition to this request. Staff recommendation is for approval to rezone 9.75 acres from AG-1 to R-2. **Mr. Ward** made a motion for approval. **Mr. Brundage** seconded. **All approved.**

*Staff recommendation is for approval to rezone 9.75 acres from AG-1 to R-2.*

Motion for approval made by: Frederick Ward

Seconded by: Tommy Brundage

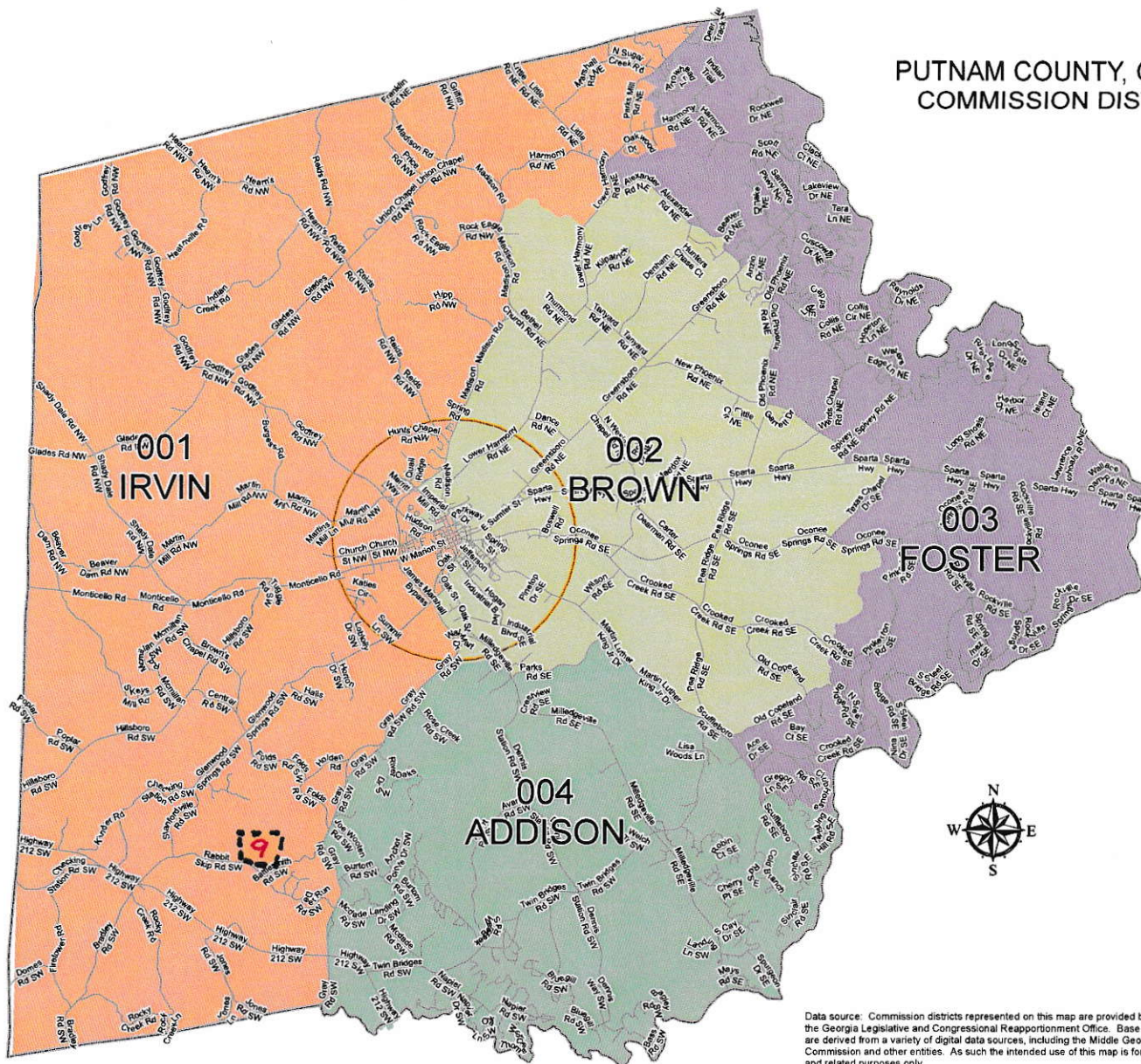
Commissioner	YES	NO	ABSTAIN	RECUSE
Tommy Brundage	x			
John D. Langley	x			
Alan M. Oberdeck	x			
Frederick Ward	x			

ATTEST:

\_\_\_\_\_  
 Karen Pennamon  
 Administrative Assistant

\_\_\_\_\_  
 John Langley  
 Vice-Chairman

PUTNAM COUNTY, GEORGIA  
COMMISSION DISTRICTS



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

MAP SCALE: 1" = 5,697.28' SCALE RATIO: 1:68,367.34 DATE: DECEMBER 2016

9. Request by Debra D. Wilson, agent for William L. Daniel to rezone 2 acres at 355 Rabbit Skip Road from AG-1 to R-2. [Map 030, Parcel 003]. \*



APPLICATION FOR REZONING

APPLICATION NO \_\_\_\_\_ DATE: 9-28-17

MAP 030 PARCEL 003

1. Name of Applicant: DEBRA D. WILSON
2. Mailing Address: 355 RABBITSKIP ROAD
3. Phone: (home) \_\_\_\_\_ (office) \_\_\_\_\_ (cell) (706) 816-6700
4. The location of the subject property, including street number, if any: KINNERHOOK AREA  
RABBITSKIP ROAD
5. The area of land proposed to be rezoned (stated in square feet if less than one acre):  
9.75 ACRES
6. The proposed zoning district desired: R-2
7. The purpose of this rezoning is (Attach Letter of Intent).  
To separate the house from the rest of the property
8. Present use of property: Residential Desired use of property: Residentia'
9. Existing zoning district classification of the property and adjacent properties:  
Existing: A9-1 KP  
North: A9-1 South: A9-1 East: A9-1 West: A9-1
10. Copy of warranty deed for proof of ownership and if not owned by applicant, please attach a signed and notarized letter of agency from each property owner for all property sought to be rezoned.
11. Legal description and recorded plat of the property to be rezoned.
12. The Comprehensive Plan Future Land Use Map category in which the property is located. (If more than one category applies, the areas in each category are to be illustrated on the concept plan. See concept plan insert.): Rural Residential
13. A detailed description of existing land uses: RESIDENTIAL
14. Source of domestic water supply: well , community water \_\_\_\_\_, or private provider \_\_\_\_\_. If source is not an existing system, please provide a letter from provider.

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11/28/17  
KP

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

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

Debra D. Wilson 9/28/17 \_\_\_\_\_  
 Signature (Property Owner) (Date) Signature (Applicant) (Date)

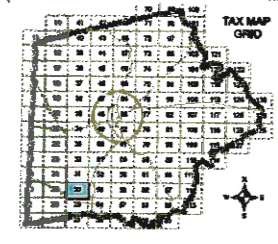
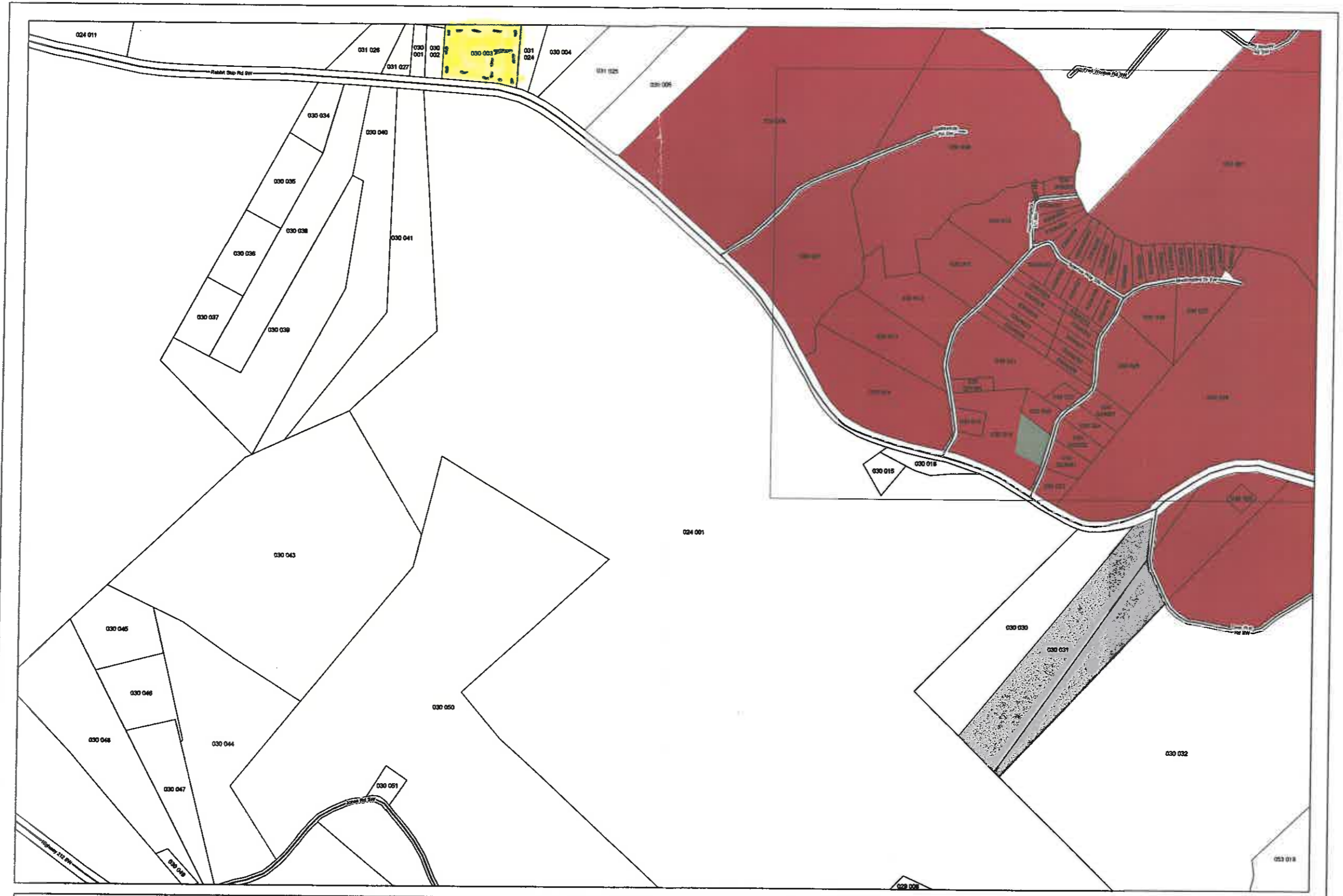
[Signature] \_\_\_\_\_  
 Notary Public 9/28/17 Notary Public



Office Use	
Paid: \$ <u>50.00</u> (cash) <input checked="" type="checkbox"/>	(check) _____ (credit card) _____
Receipt No. <u>29792</u>	Date Paid: <u>9-28-17</u>
Date Application Received: _____	
Reviewed for completeness by: _____	
Submitted to TRC: _____	Return date: _____
Date of BOC hearing: _____	Date submitted to newspaper: _____
Date sign posted on property: _____	Picture attached: yes _____ no _____



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 10/1/17  
 KP



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

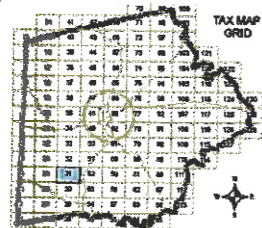
Zoning		GEOGRAPHIC FEATURE LEGEND																	
No Code	AG-1	AG-2	C-1	C-1 CITY	C-2	C-2 CITY	I-M	IND-1 CITY	IND-2	IND-2 CITY	MHP	PUBLIC	PUBLIC CITY	R-1	R-1 CITY	R-1R	RM-2	RM-3	VILLAGE
AG-1 CITY	AG-1	C-1	C-1 CITY	C-2	C-2 CITY	I-M	IND-1 CITY	IND-2	IND-2 CITY	MHP	PUBLIC	PUBLIC CITY	R-1	R-1 CITY	R-1R	RM-2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

**MGRC**  
IT GIS Services  
Middle Georgia Regional Commission  
175 E. Liberty Hwy  
Macon, Georgia 31217  
(478) 751-4180  
(478) 751-4517  
Web: www.mgarc.org  
Email: mgarc@mgarc.org

**PUTNAM COUNTY, GEORGIA**  
**ZONING MAPS**

**MAP 030**

MAP SCALE: 1" = 400'    SCALE RATIO: 1:4,800    DATE: APRIL 2013



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

**GEOGRAPHIC FEATURE LEGEND**

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

**MGRC**  
IT GIS Services  
Middle Georgia Regional Commission  
175 Emory Hwy  
Suite C  
Macon, Georgia 31217  
(478) 751-8190  
(478) 751-8017  
Web: www.mgarc.org  
Email: info@mgarc.org

**PUTNAM COUNTY, GEORGIA  
ZONING MAPS**

**MAP 031**

MAP SCALE: 1" = 400' SCALE RATIO: 1:4,800 DATE: APRIL 2013





October 4, 2017

Debra D. Wilson

355 Rabbit Skip Road

Eatonton, GA 31024

Dear Planning & Zoning Commission:

I am requesting to rezone 9.75 acres at 355 Rabbit Skip Road. There is a house on this property that I would like to separate from the rest of the property. This is for family use only. This property is zoned AG-1 and in the AG-1 District the minimum lot size is 20 acres. I would like to rezone it to R-2 which will comply with that zoning classification.

Debra Wilson

LETTER OF AGENCY - \_\_\_\_\_

WE, THE UNDERSIGNED OWNERS OF REAL PROPERTY LOCATED IN THE CITY OF EATONTON/PUTNAM COUNTY, GEORGIA, HEREBY APPOINT Debra D. Wilson TO BE MY AGENT FOR THE PURPOSE OF APPLYING FOR Rezoning OF PROPERTY DESCRIBED AS MAP 030 PARCEL 003, CONSISTING OF 9.75 ACRES, WHICH HAS THE FOLLOWING ADDRESS: Rabbit-skip Rd EATONTON, GEORGIA 31024.

THE ABOVE NAMED AGENT HEREBY IS AUTHORIZED TO COMPLETE AND SIGN THE CITY OF EATONTON/PUTNAM COUNTY APPLICATION FOR Rezoning ON OUR BEHALF. WE UNDERSTAND THAT THIS LETTER OF AGENCY WILL BE ATTACHED TO AND MADE PART OF SAID FORM AND WILL BE RELIED UPON BY THE CITY OF EATONTON/PUTNAM COUNTY. WE HEREBY INDEMNIFY AND HOLD HARMLESS THE CITY OF EATONTON/PUTNAM COUNTY AND ITS AGENTS AND/OR EMPLOYEES IN THE EVENT THAT THE ABOVE NAMED AGENT SHOULD MISUSE THIS LETTER OF AGENCY AND WE SUFFER DAMAGES AS A RESULT. THIS 28th DAY OF September, 2017.

PROPERTY OWNER(S): William L. Daniel  
NAME (PRINTED)  
William L. Daniel  
SIGNATURE  
ADDRESS: 333 Rabbit-skip Rd  
PHONE: 706 485-4438

SWORN TO AND SUBSCRIBED BEFORE ME THIS 28 DAY OF September, 2017

Jonathan Gladden  
NOTARY  
MY COMMISSION EXPIRES: 8-15-21



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SEP 7 2017  
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LETTER OF AGENCY - \_\_\_\_\_

WE, THE UNDERSIGNED OWNERS OF REAL PROPERTY LOCATED IN THE CITY OF EATONTON/PUTNAM COUNTY, GEORGIA, HEREBY APPOINT DEBRA D. WILSON TO BE MY AGENT FOR THE PURPOSE OF APPLYING FOR REZONING OF PROPERTY DESCRIBED AS MAP 030 PARCEL 003, CONSISTING OF 0.25 ACRES, WHICH HAS THE FOLLOWING ADDRESS: 355 RabbASKip RD EATONTON, GEORGIA 31024. ATTACHED HERETO IS A COPY OF A DEED AND OR PLAT OF SURVEY DESCRIBING THE PROPERTY OWNED BY THE PROPERTY OWNER(S) TO WHICH THIS LETTER OF AGENCY APPLIES.

THE ABOVE NAMED AGENT HEREBY IS AUTHORIZED TO COMPLETE AND SIGN THE CITY OF EATONTON/PUTNAM COUNTY APPLICATION FOR REZONING ON OUR BEHALF. WE UNDERSTAND THAT THIS LETTER OF AGENCY WILL BE ATTACHED TO AND MADE PART OF SAID FORM AND WILL BE RELIED UPON BY THE CITY OF EATONTON/PUTNAM COUNTY. FOR AND IN CONSIDERATION OF THE CITY OF EATONTON/PUTNAM COUNTY ACCEPTING THIS LETTER OF AGENCY, WE HEREBY INDEMNIFY AND HOLD HARMLESS THE CITY OF EATONTON/PUTNAM COUNTY AND ITS AGENTS AND/OR EMPLOYEES IN THE EVENT THAT THE ABOVE NAMED AGENT SHOULD MISUSE THIS LETTER OF AGENCY AND WE SUFFER DAMAGES AS A RESULT.

THIS 26<sup>th</sup> DAY OF October, 2017.

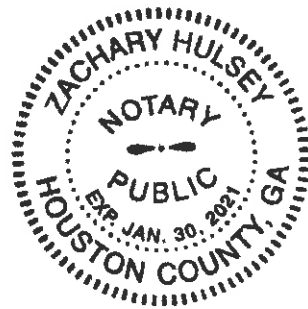
PROPERTY OWNER(S): GRETA ANITA LOCKETT  
NAME (PRINTED)

Greta Anita Lockett  
SIGNATURE

ADDRESS: 3424 WALKER ST., MACON, GA. 31204  
PHONE: 478-812-2112

ALL SIGNATURES WERE HEREBY SWORN TO AND SUBSCRIBED BEFORE ME THIS 26<sup>th</sup> DAY OF October, 2017.

Zachary Hulsey  
NOTARY  
MY COMMISSION EXPIRES: 1/30/2021



OCT 30 2017  
KP

LETTER OF AGENCY - \_\_\_\_\_

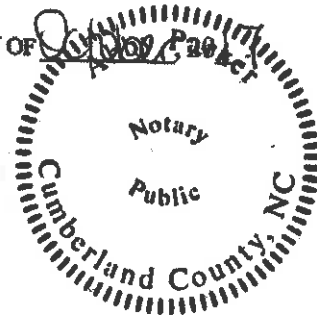
WE, THE UNDERSIGNED OWNERS OF REAL PROPERTY LOCATED IN THE CITY OF EATONTON/PUTNAM COUNTY, GEORGIA, HEREBY APPOINT Debra Wilson TO BE MY AGENT FOR THE PURPOSE OF APPLYING FOR planning + rezoning OF PROPERTY DESCRIBED AS MAP ~~403~~ 030 PARCEL 003, CONSISTING OF 9.75 ACRES, WHICH HAS THE FOLLOWING ADDRESS: 355 Rabbitskip Rd EATONTON, GEORGIA 31024.

THE ABOVE NAMED AGENT HEREBY IS AUTHORIZED TO COMPLETE AND SIGN THE CITY OF EATONTON/PUTNAM COUNTY APPLICATION FOR Planning + Zoning ON OUR BEHALF. WE UNDERSTAND THAT THIS LETTER OF AGENCY WILL BE ATTACHED TO AND MADE PART OF SAID FORM AND WILL BE RELIED UPON BY THE CITY OF EATONTON/PUTNAM COUNTY. WE HEREBY INDEMNIFY AND HOLD HARMLESS THE CITY OF EATONTON/PUTNAM COUNTY AND ITS AGENTS AND/OR EMPLOYEES IN THE EVENT THAT THE ABOVE NAMED AGENT SHOULD MISUSE THIS LETTER OF AGENCY AND WE SUFFER DAMAGES AS A RESULT. THIS 12 DAY OF October, 2017

PROPERTY OWNER(S): Rosetta Daniel  
Rosetta Daniel NAME (PRINTED)  
SIGNATURE  
ADDRESS: 2550 H Bullard Rd - Hope Mills NC 28348  
PHONE: 812-989-8748

SWORN TO AND SUBSCRIBED BEFORE ME THIS 12th DAY OF October

Alex Parker  
NOTARY  
MY COMMISSION EXPIRES: 02/09/2019



OCI 30 2017

KP

RETURN TO:

Newberry & Newberry LLP  
Attorneys at Law  
Box 844  
Gray, GA 31032  
File No. E-1539

DOC# 002886  
FILED IN OFFICE  
08/18/2010 02:55 PM  
BK:703 PG:763-763  
SHEILA H. PERRY  
CLERK OF COURT  
PUTNAM COUNTY

*Sheila H. Perry*

REAL ESTATE TRANSFER T  
AX  
PAID: \$0.00

PT61-117-2010-000951

### Administrator's Deed

JONES COUNTY, GEORGIA

THIS INDENTURE made this 12<sup>th</sup> day of August, 2010, between **William L. Daniel as Administrator of the Estate of Hattie M. Crawford, formally known as Hattie McMullen Daniel**, (hereinafter referred to as the "Grantor") and **William L. Daniel, Greta Anita Lockett, Joseph Solomon Daniel, and Debra Denise Wilson**, (hereinafter referred to as the "Grantees") ("Grantor" and "Grantee" to include their respective heirs, successors, executors, administrators, legal representatives and assigns where the context requires or permits).

#### WITNESSETH

That the Grantor, for and in consideration of the sum of \$10.00 and other good and valuable consideration, in hand paid at or before the sealing and delivery of these presents, the sufficiency of which consideration is hereby acknowledged, has granted, bargained, sold and conveyed and by these presents does hereby grant, bargain, sell and convey unto the Grantees, their heirs, successors, assigns, the following property:

All that tract or parcel of land lying and being in Putnam County, Georgia, consisting of 9.75 acres as shown on a plat entitled "Property of J. P. McMullen Putnam County, Georgia 9.75 Acres", dated October 9, 1961, prepared by W. Henry Watterson, and recorded in Plat Book 2, Page 233, Putnam County Superior Court Clerk's Office. And by reference said parcel has the metes, bounds, and dimensions as shown on said plat which is hereby incorporated herein. Said parcel is located on a county road running through Half Acre to Macon Highway. This is the same property conveyed to Hattie McMullen Daniel by Deed dated May 6, 1972 as recorded in Deed Book 3U, Pages 366-367, said Clerk's Office. And by reference said deed is incorporated herein.

Grantor avers that all debts, claims, taxes and liens against said estate have been paid in full and that Grantor is the duly qualified administrator of said estate and that he continues to serve as such. Grantor was granted Letters of Administration by the Probate Court of Putnam County on April 13, 2009. Grantor further avers that grantees are all of the children and legal heirs of Hattie M. Crawford, who died on November 18, 2008, a resident of Putnam County.

Grantor further avers that Hattie M. Crawford and Hattie McMullen Daniel are one and the same person.

TO HAVE AND TO HOLD the said bargained premises together with all and singular the rights, members and appurtenances thereto, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the Grantees, their heirs, successors, and assigns in Fee Simple.

AND THE GRANTOR for his heirs, executors and administrators will warrant and forever defend the right and title to the above described property unto the Grantees, their heirs, successors, and assigns, against the claims of all persons whomsoever.

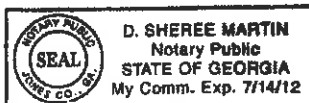
IN WITNESS WHEREOF the said party of the first part has hereunto set his hand and affixed his seal the day and year first above written.

Signed, sealed and delivered in the presence of:

*[Signature]*  
Ordinary Witness

*William L. Daniel* (SEAL)  
William L. Daniel as Administrator of the Estate of Hattie M. Crawford

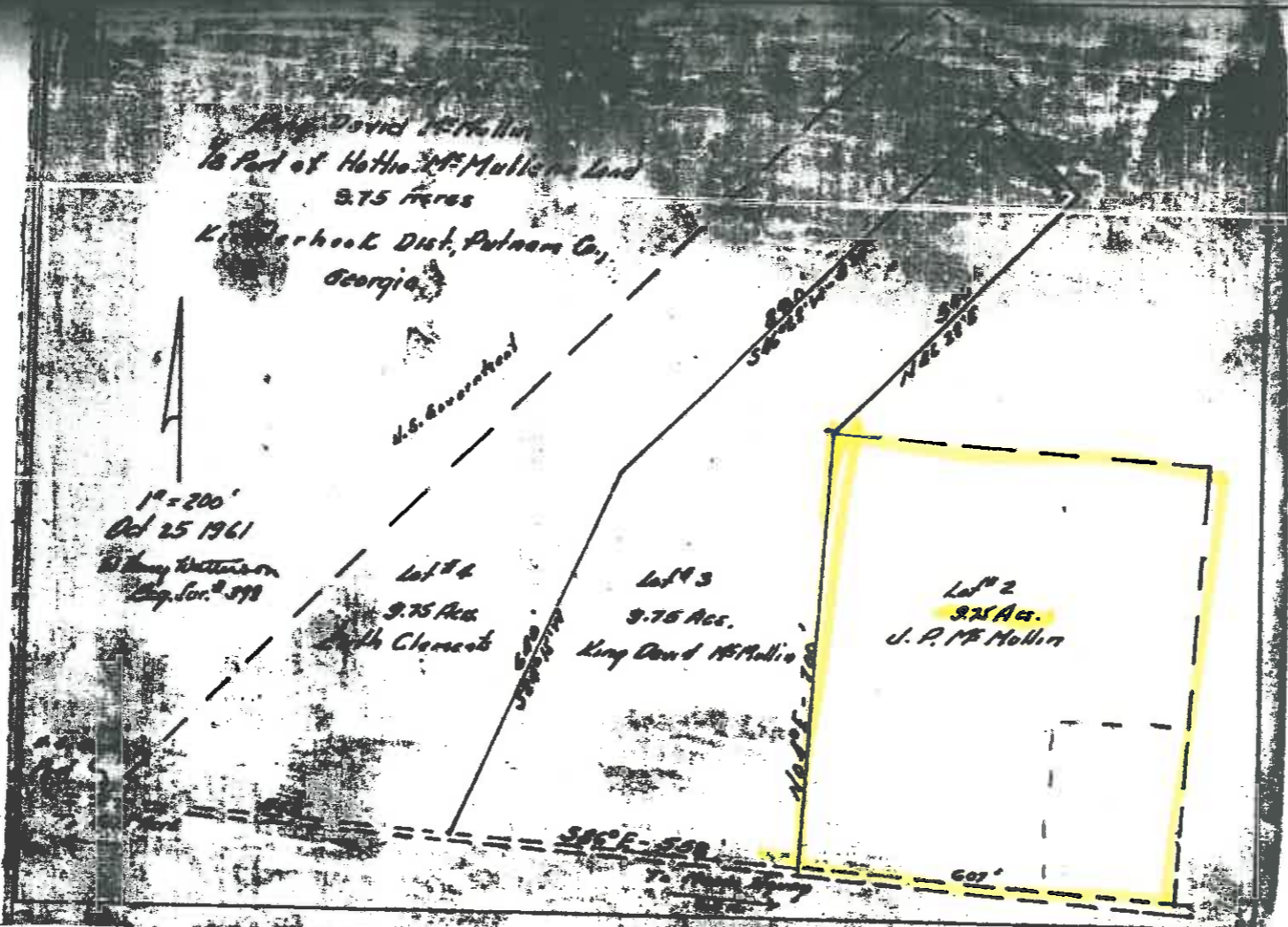
*D. Sheree Martin*  
Notary Public



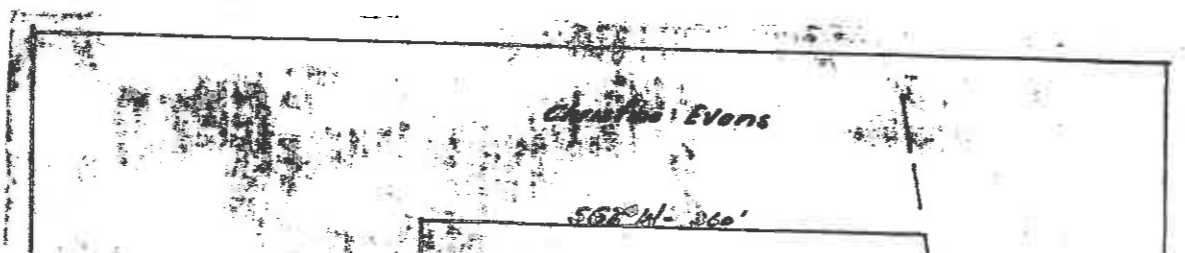
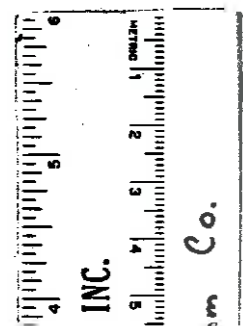


Plat Book 20  
Pg. 233

This is to certify that this is a true and accurate copy of the original that appears of Record in the office of the Clerk of Superior Court of Putnam County, Georgia.  
*Kelen J. Kitchens*  
Clerk / Deputy Clerk  
Date 9/28/2017



Recorded November 10, 1961 K.W. Dennis, C. S. C.



RECEIVED

SEP 28 2017

RP

**SURVEYOR'S NOTES:**

1. THERE HAS BEEN NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, OR OWNERSHIP TITLE EVIDENCE THAT MAY BE DISCLOSED BY A CURRENT AND AND ALL EXISTING DRAINAGE AND/OR UTILITY EASEMENT THAT MAY NOT BE SHOWN ON THIS PLAT NOR DOES THE SURVEYOR ASSUME ANY RESPONSIBILITY FOR ANY SUCH EASEMENTS THAT MAY AFFECT THIS PROPERTY.
2. REFERENCE DEED: DB 703/285
3. REFERENCE PLAT: PG 2/233
4. BEARING DATUM ESTABLISHED FROM PLAT OF RECORD, RECORDED IN PLAT BOOK 2, PAGE 233.
5. THIS PROPERTY LIES IN ZONE "X" AS SHOWN ON FEMA FLOOD MAP PANEL 1325700200C, AND IN MY OPINION DOES NOT LIE WITHIN A FEDERALLY DESIGNATED FLOOD AREA.
6. PARCEL 5 IS TO BE DEEDED TO JOE L. McMULLEN AND IS TO BE COMBINED WITH ADJOINING PROPERTY CURRENTLY OWNED BY JOE L. McMULLEN (TAX MAP 829 PARCEL 022) AND CANNOT BE SOLD SEPARATELY WITHOUT MEETING PUTNAM COUNTY PLANNING AND ZONING REQUIREMENTS.

**SURVEYOR'S CERTIFICATION:**

As required by subsection (c) Of O.C.G.A. Section 15-8-67, this plat has been prepared by a land surveyor and approved by all applicable local jurisdictions for recording as evidenced by approval certificates, signatures stamps, or statements hereon. Such approvals or affirmations should be confirmed with the appropriate governmental bodies by any purchaser or user of this plat as to intended use of any parcel. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-8-67.



*Edwin L. Thomas* 10/18/2017  
 GA. REG. L.S. LIC. NO. 1759 DATE

**SURVEY OF PROPERTY FOR:**

**DEBRA D. WILSON**  
 BEING PARCEL 1  
**ROSETTE DANIEL**  
 BEING PARCEL 2  
**GRETA A. LOCKETT**  
 BEING PARCEL 3  
**WILLIAM L. DANIEL**  
 BEING PARCELS 4 AND 5  
 LYING IN THE 309th Q.A.D.  
 PUTNAM COUNTY, GEORGIA

SURVEYED: 10/06/2017 DATE DRAWN: 10/18/2017

SURVEYOR: THOMPSON LAND SURVEYORS, INC.  
 140 REAR DR. SW  
 MILLEDGEVILLE, GEORGIA 31061  
 PHONE: 478-414-1241

SCALE: 1" = 60'  
 EQUIPMENT USED:  
 TOPCON GPT-3000  
 ELECTRONIC DISTANCE METER  
 FILE NO. 1618

**LEGEND**

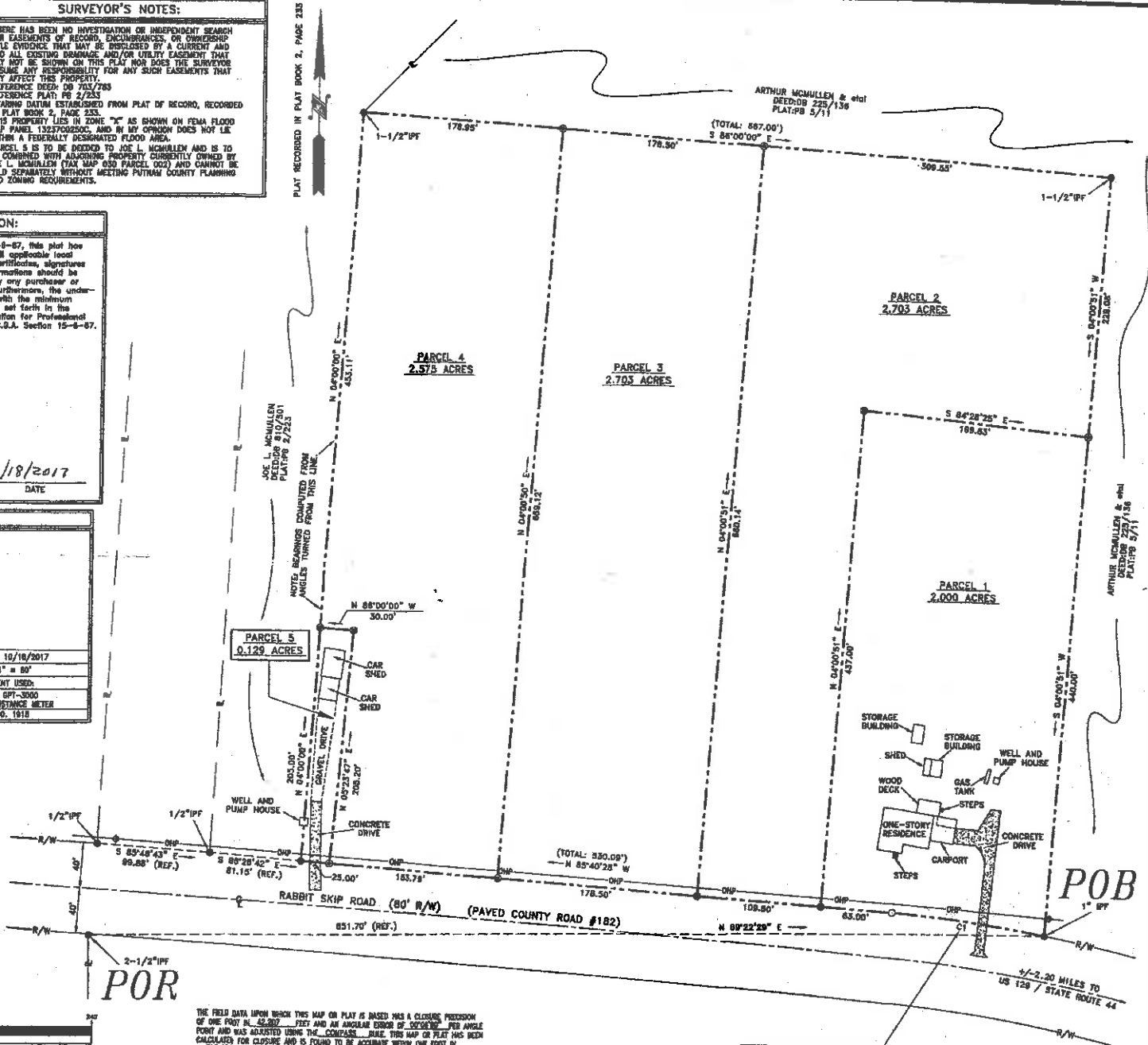
- R/W RIGHT OF WAY
- CL CENTER LINE
- PROPERTY LINE
- - - REFERENCE LINE
- IPF IRON PIPE FOUND
- IPFS IRON PIPE SET
- Q.A.D. GEORGIA MILITARY DISTRICT
- RSF REBAR FOUND
- RSB REBAR SET
- FENCE
- CONTIGUOUS LINE
- 5/8" IRS (UNLESS NOTED)
- 1/2" IRS (UNLESS NOTED)
- COMPUTED POINT
- POWER POLE
- OHP OVERHEAD POWERLINE
- POB POINT OF BEGINNING
- POR POINT OF REFERENCE

**GRAPHIC SCALE**



( IN FEET )  
 1 inch = 60 ft.

PLAT RECORDED IN PLAT BOOK 2, PAGE 233



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	1283.26'	137.05'	136.98'	N 82°20'01" W





**Backup material for agenda item:**

7. Consent Agenda
  - a. Approval of Minutes - November 5, 2017 Regular Meeting
  - b. Approval of Minutes - November 9, 2017 Called Meeting
  - c. Approval of Minutes - November 9, 2017 Executive Session
  - d. Authorization for Chairman to sign Judicial Alternatives of Georgia Probation Services Agreement for State Court of Putnam County
  - e. Authorization for Chairman to sign Judicial Alternatives of Georgia Probation Services Agreement for Superior Court of Putnam County

# PUTNAM COUNTY BOARD OF COMMISSIONERS



117 Putnam Drive, Suite A ♦ Eatonton, GA 31024

## Minutes

Friday, November 3, 2017 ♦ 9:00 AM

Putnam County Administration Building – Room 203

The Putnam County Board of Commissioners met on November 3, 2017 at approximately 9:00 AM in the Putnam County Administration Building, 117 Putnam Drive, Room 203, Eatonton, Georgia

### *PRESENT*

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

### *STAFF PRESENT*

- County Attorney Adam Nelson
- County Manager Paul Van Haute
- County Clerk Lynn Butterworth

### **Opening**

1. Welcome - Call to Order

Chairman Hersey called the meeting to order at approximately 9:03 a.m. (Copy of agenda made a part of the minutes on minute book page \_\_\_\_\_.)

2. Invocation

The invocation was given by Mr. Jonaton Coronado, Youth Director at First United Methodist Church.

3. Pledge of Allegiance

The Pledge of Allegiance was led by Chairman Hersey.

4. Special Presentation - EMS and Fire/Rescue

EMS Director Nathan Mason thanked some of the hard-working emergency services personnel. After working a difficult accident last Saturday, Director Mason wanted to give a big shout out to the individuals who worked on it, including: EMS, Fire/Rescue, Air Evac Lifeteam, and Navicent Hospital.

## Regular Business Meeting

### 5. Public Comments

Economic Development Director Terry Schwindler introduced and showed the new marketing video for the Putnam Development Authority. Mr. Don Cottrell commented on recycle centers versus private trash pickup.

### 6. Approval of Agenda

**Motion made by Commissioner Addison, seconded by Commissioner Irvin, to approve the agenda. Motion carried with Commissioners Irvin, Brown, Foster, and Addison and Chairman Hersey voting yes.**

### 7. Consent Agenda

a. Approval of Minutes - October 17, 2017 (staff-CC)

b. Authorization for Chairman to sign Agreement for Transit Operating and Capital Assistance between GDOT and Putnam County (staff-Transit)

**Motion made by Commissioner Addison, seconded by Commissioner Irvin, to approve the Consent Agenda. Motion carried with Commissioners Irvin, Brown, Foster, and Addison and Chairman Hersey voting yes.** (Copy of agreement made a part of the minutes on minute book pages \_\_\_\_\_ to \_\_\_\_\_.)

### 8. Authorization for Chairman to sign Resolution Adopting the Pre-Disaster Hazard Mitigation Plan 2017 Update (PCSO)

**Motion made by Commissioner Foster, seconded by Commissioner Irvin, to authorize the Chairman to sign the Resolution adopting the Pre-Disaster Hazard Mitigation Plan 2017 update.** (Copy of resolution and plan made a part of the minutes on minute book pages \_\_\_\_\_ to \_\_\_\_\_.)

### 9. Approval of 2017 Budget Amendment #2 (staff-FD)

**Motion made by Commissioner Foster, seconded by Commissioner Irvin, to approve the 2017 Budget Amendment #2. Motion carried with Commissioners Irvin, Brown, Foster, and Addison and Chairman Hersey voting yes.** (Copy of amendment made a part of the minutes on minute book page \_\_\_\_\_.)

### 10. Authorization for Chairman to sign letter to GDOT requesting a traffic study at Imperial Mill Road and Highway 441 Bypass (KI)

**Motion made by Commissioner Irvin, seconded by Commissioner Addison, to authorize the Chairman to sign a letter to GDOT requesting a traffic study at Imperial Mill Road and Highway 441 Bypass. Motion carried with Commissioners Irvin, Brown, Foster, and Addison and Chairman Hersey voting yes.** (Copy of letter made a part of the minutes on minute book page \_\_\_\_\_.)

11. Awarding of Solicitation 17-42001-001 LMIG Off-System Safety Projects and Authorization for Chairman to sign Construction Agreement (staff-CM)

**Motion made by Commissioner Foster, seconded by Commissioner Addison, to awarding Solicitation 17-42001-001 LMIG Off-System Safety Projects to Mid-State Striping and authorize the Chairman to sign the Construction Agreement. Motion carried with Commissioners Irvin, Brown, Foster, and Addison and Chairman Hersey voting yes.** (Copy of agreement made a part of the minutes on minute book pages \_\_\_\_\_ to \_\_\_\_\_.)

12. Authorization for staff to schedule a Public Hearing on proposed changes to the Putnam County Code of Ordinances - Appendix D-Short Term Vacation Rental (AF)

**Motion made by Commissioner Foster, seconded by Commissioner Brown, to authorize the staff to schedule a public hearing on proposed changes to the Putnam County Code of Ordinances - Appendix D (Short Term Vacation Rental). Motion carried with Commissioners Irvin, Brown, Foster, and Addison and Chairman Hersey voting yes.** (Copy of proposed changes made a part of the minutes on minute book pages \_\_\_\_\_ to \_\_\_\_\_.)

### **Reports/Announcements**

13. County Manager Report

County Manager Van Haute reported the following:

- reminded everyone about voting on Tuesday for the TSPLOST
- wished the Marines a happy birthday on November 10th
- invited everyone to the Veterans Day Ceremony on November 11th
- gave his thanks to the EMS and Fire/Rescue personnel

14. County Attorney Report

No report.

15. Commissioner Announcements

Commissioner Irvin: none

Commissioner Brown: thanked the EMS and Fire/Rescue personnel for attending the meeting

Commissioner Foster: none

Commissioner Addison: commented on the long meeting package and the short meeting

Chairman Hersey: none

**Closing**

16. Adjournment

**Motion made by Commissioner Irvin, seconded by Commissioner Addison, to adjourn the meeting. Motion carried with Commissioners Irvin, Brown, Foster, and Addison and Chairman Hersey voting yes.**

Meeting adjourned at approximately 9:46 a.m.

ATTEST:

Lynn Butterworth  
County Clerk

Stephen J. Hersey  
Chairman

# PUTNAM COUNTY BOARD OF COMMISSIONERS



117 Putnam Drive, Suite A ♦ Eatonton, GA 31024

## Minutes

**Thursday, November 9, 2017 ♦ 10:30 AM**

Putnam County Administration Building – Room 203

The Putnam County Board of Commissioners met on November 9, 2017 at approximately 10:30 AM in the Putnam County Administration Building, 117 Putnam Drive, Room 301, Eatonton, Georgia

### *PRESENT*

Chairman Stephen Hersey  
Commissioner Alan Foster  
Commissioner Trevor Addison

### *ABSENT*

Commissioner Kelvin Irvin  
Commissioner Daniel Brown

### *STAFF PRESENT*

County Attorney Adam Nelson  
County Attorney Barry Fleming (via telephone)  
County Manager Paul Van Haute  
Asst. County Manager Lisa Jackson  
County Clerk Lynn Butterworth

### **Opening**

#### 1. Call to Order

Chairman Hersey called the meeting to order at approximately 10:30 a.m. (Copy of agenda made a part of the minutes on minute book page \_\_\_\_\_.)

### **Executive Session**

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

**Motion made by Commissioner Addison, seconded by Commissioner Foster, to enter Executive Session as allowed by O.C.G.A. 50-14-4 for litigation. Motion carried with Commissioners Foster and Addison and Chairman Hersey voting yes.**

Meeting closed at approximately 10:31 a.m.

3. Motion to reopen meeting and Execute Affidavit concerning the subject matter of the closed portion of the meeting

**Motion made by Commissioner Foster, seconded by Commissioner Addison, to reopen the meeting and execute the affidavit concerning the subject matter of the closed portion of the meeting. Motion carried with Commissioners Foster and Addison and Chairman Hersey voting yes.** (Copy of affidavit made a part of the minutes on minute book page \_\_\_\_\_.)

Meeting reopened at approximately 11:55 a.m.

4. Action, if any, resulting from the Executive Session  
County Attorney Nelson reported that one legal matter was discussed with no action taken.

#### **Closing**

5. Adjournment

**Motion made by Commissioner Addison, seconded by Chairman Hersey, to adjourn the meeting. Motion carried with Commissioners Foster and Addison and Chairman Hersey voting yes.**

Meeting adjourned at approximately 11:56 a.m.

ATTEST:

Lynn Butterworth  
County Clerk

Stephen J. Hersey  
Chairman



# PUTNAM COUNTY BOARD OF COMMISSIONERS

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

The draft minutes of the November 9, 2017 Executive Session are available for Commissioner review in the Clerk's office.



## JUDICIAL ALTERNATIVES OF GEORGIA

### Probation Services Agreement

This Agreement is made by and between **Judicial Alternatives of Georgia, Inc.**, a corporation, organized under the laws of the State of Georgia, with its principal place of business at 211 North Franklin Street, Dublin, Georgia hereinafter called "Contractor and the **State Court of Putnam County**, Georgia hereinafter called "Court". This Agreement is governed by Article 6 of Chapter 8 of Title 42 of the Official Code of Georgia, Annotated. The parties enter into the Agreement under the specific authority of 42-8-101.

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

### SCOPE OF SERVICES AND RESPONSIBILITIES OF CONTRACTOR

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

#### A. Responsibilities of Probation Services Contractor

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

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

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

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

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

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

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

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



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

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

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

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



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

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

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

**B. Reports**

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

**C. Tender of Collections**

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

#### D. Access to Contractor Records

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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



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

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

### **OBLIGATIONS OF THE COURT OR GOVERNING AUTHORITY**

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

#### **G. Payment for Contractors Services**

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

#### **H. Probation Fee**

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

I. Pre-sentence Investigations

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

J. Access to Criminal Histories

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

K. Notice of Court Sessions

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

L. Court Facilities

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

M. Period of Service

This agreement shall commence performance on **December 1, 2017** and shall continue until **November 30, 2022** and shall not exceed a period of five (5) years. Either party may terminate this Agreement upon thirty (30) days written notice. The Court and/or Governing Authority may terminate this Agreement immediately for cause, including without limitation material breach of this Agreement, insolvency of Contractor, filing of a voluntary or involuntary case in bankruptcy. Within thirty (30) working days of termination, the contractor shall peacefully surrender to the Court all records and documents generated by Judicial Alternatives of Georgia, Inc, in connection with this Agreement and the services hereunder and any equipment or supplies assigned to Contractor by the Court. Contractor shall turn over to the Clerk of Court any moneys collected or received less supervision fees validly incurred and duly owing to Contractor through the termination date. Any fines, costs, fees or restitution received by Contractor from probationers of this Court after termination of this Agreement shall be forwarded to the Clerk of Court, other than fees earned by Contractor. The Court shall provide Contractor a receipt for all property surrendered under this provision.



## INDEMNITY, INSURANCE, AND BONDING OBLIGATIONS OF CONTRACTOR

### N. Insurance and Bond

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

### O. Indemnification

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

## REPRESENTATIONS AND WARRANTIES OF CONTRACTOR

### P. Deficiency in Service by Contractor

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

### Q. Time is of the Essence of this Agreement

### R. Compliance with the Law

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

S. Independent Contractor

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

T. Entire Agreement

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

U. Binding Agreement

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



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


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

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

PROBATION SERVICES CONTRACTOR:

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Putnam County, Georgia

By:   
Chief Judge: R. Michael Bailey, Jr.  
Court: State Court of Putnam County, Georgia

## Exhibit A

### SCHEDULE OF FEES

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

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

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

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



## JUDICIAL ALTERNATIVES OF GEORGIA

### Probation Services Agreement

This Agreement is made by and between **Judicial Alternatives of Georgia, Inc.**, a corporation, organized under the laws of the State of Georgia, with its principal place of business at 211 North Franklin Street, Dublin, Georgia hereinafter called "Contractor and the **Superior Court of Putnam County**, Georgia hereinafter called "Court". This Agreement is governed by Article 6 of Chapter 8 of Title 42 of the Official Code of Georgia, Annotated. The parties enter into the Agreement under the specific authority of 42-8-101.

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

#### SCOPE OF SERVICES AND RESPONSIBILITIES OF CONTRACTOR

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

##### A. Responsibilities of Probation Services Contractor

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

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



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

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

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

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

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

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



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

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

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

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



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

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

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

#### B. Reports

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

#### C. Tender of Collections

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

D. Access to Contractor Records

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

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

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

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

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

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

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



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

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

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

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

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

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



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

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

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

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

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

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

### **OBLIGATIONS OF THE COURT OR GOVERNING AUTHORITY**

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

#### **G. Payment for Contractors Services**

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

#### **H. Probation Fee**

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



I. Pre-sentence Investigations

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

J. Access to Criminal Histories

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

K. Notice of Court Sessions

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

L. Court Facilities

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

M. Period of Service

This agreement shall commence performance on **December 1, 2017** and shall continue until **November 30, 2022** and shall not exceed a period of five (5) years. Either party may terminate this Agreement upon thirty (30) days written notice. The Court and/or Governing Authority may terminate this Agreement immediately for cause, including without limitation material breach of this Agreement, insolvency of Contractor, filing of a voluntary or involuntary case in bankruptcy. Within thirty (30) working days of termination, the contractor shall peacefully surrender to the Court all records and documents generated by Judicial Alternatives of Georgia, Inc, in connection with this Agreement and the services hereunder and any equipment or supplies assigned to Contractor by the Court. Contractor shall turn over to the Clerk of Court any moneys collected or received less supervision fees validly incurred and duly owing to Contractor through the termination date. Any fines, costs, fees or restitution received by Contractor from probationers of this Court after termination of this Agreement shall be forwarded to the Clerk of Court, other than fees earned by Contractor. The Court shall provide Contractor a receipt for all property surrendered under this provision.

## INDEMNITY, INSURANCE, AND BONDING OBLIGATIONS OF CONTRACTOR

### N. Insurance and Bond

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

### O. Indemnification

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

## REPRESENTATIONS AND WARRANTIES OF CONTRACTOR

### P. Deficiency in Service by Contractor

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

### Q. Time is of the Essence of this Agreement

### R. Compliance with the Law

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



S. Independent Contractor

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

T. Entire Agreement

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

U. Binding Agreement

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

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

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

IN WITNESS WHEREOF, THE PARTIES HERE TO HAVE EXECUTED THIS AGREEMENT ON THE 1<sup>st</sup> DAY OF December, 2017.

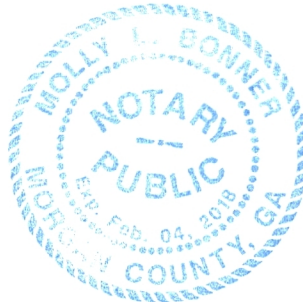
PROBATION SERVICES CONTRACTOR:

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

[Signature]  
Molly L. Bonner  
Notary Public

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Putnam County, Georgia

By: [Signature]  
Chief Judge: \_\_\_\_\_  
Court: Superior Court of Putnam County, Georgia



## Exhibit A

### SCHEDULE OF FEES

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

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

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

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



**Backup material for agenda item:**

8. Appointment to the Region Two Behavioral Health and Developmental Disabilities Planning Board

<b>NAME</b>	<b>ADDRESS</b>	<b>DISTRICT</b>	<b>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</b>	<b># OF COMPLETE TERMS</b>
William O. Lombard	120 Okoni Lane	3	Yes	0



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117 Putnam Drive, Suite A ♦ Eatonton, GA 31024  
706-485-5826  
[www.putnamcountyga.us](http://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 regular term of the members of the regional planning board shall be for a period of three years, **however this appointment will fill an unexpired term ending June 30, 2018.** 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 [www.putnamcountyga.us](http://www.putnamcountyga.us) (in the "How Do I..." or "Forms & Documents" sections) or by calling 706-485-5826.

05/25/2017 & 06/01/2017



# PUTNAM COUNTY BOARD OF COMMISSIONERS



NOV 15 17 2:57 PM

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

## APPLICATION FOR BOARDS, COMMITTEES, & AUTHORITIES

Name: William O. Lombard Home Phone: \_\_\_\_\_  
 Address: 120 Okoni Lane Work Phone: \_\_\_\_\_  
Eatonton, Georgia 31024 Cell Phone: 706-474-6873  
 Occupation: Banker E-mail: willlombard57@gmail.com

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

Which district do you live in?  1  2  3  4

Briefly explain your educational background \_\_\_\_\_  
BA in Business and Psychology

Are you an owner or officer in any business or corporation?  Yes  No

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

Please explain any previous experience with State or Local Government: \_\_\_\_\_  
none

Briefly explain why you seek this appointment: My family is very interested in the services in our area  
for mental health. Putnam County does not have a representative on the Board, and I am concerned  
that our area is being underserved due to our lack of representation. I have the time and willingness to  
serve, and the ability to learn what is necessary to serve our citizenry.

If appointed, I agree to serve.

W. O. Lombard  
 Signature

November 11, 2017

Application Date

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

**Lynn Butterworth**

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**From:** Josette Akhras <livingbeyondthelabel@aol.com>  
**Sent:** Tuesday, May 16, 2017 1:34 PM  
**To:** Lynn Butterworth  
**Subject:** DBHDD Advisory Council Region 2

all  
MAY16 17 3:15PM

Hello Lynn,  
Hope things are going well with you, and family.

My term for DBHDD advisory Council (commissioners appointed me) will expire in June of 2018, but I wish to resign from this position effective immediately (May 16th, 2017). I will try to find a replacement, but in the mean time and add could be put in paper to find a replacement.

Thanks,

*Josette Akhras*  
*livingbeyondthelabel@aol.com*

**REGION TWO BHDD PLANNING BOARD**  
(Georgia Department of Behavioral Health and Developmental Disabilities)  
(Putnam County appointment)

MEMBER

TERM EXPIRES

Josette Akhras	<b>Resigned 5-16-17</b>	<b>6/30/2018</b>
104 Rand Court		
Eatonton, GA 31024		
706-485-2088 (home)		
478-456-2592 (cell)		
<a href="mailto:bamia@aol.com">bamia@aol.com</a>		



**Backup material for agenda item:**

9. Approval to begin process to abandon Price Road

# ROAD ABANDONMENT PROCEDURES

When there is a request to abandon a county road the following steps must be followed:

1. The Board of Commissioners must approve beginning the process at a regular board meeting.
2. A "Notice of Intent to Abandon A County Road" must be published in the legal organ of the county for two weeks.
3. Public hearing is held.
4. Board of Commissioners approves Certification of Road Abandonment at a regular board meeting. A copy of the certification and plat is mailed to the property owner and is published in the county's legal organ for two weeks.
5. Board of Commissioners declares road abandoned at a regular board meeting.
6. County attorney prepares an affidavit of abandonment, to be executed by the Chairman, and files the same with the Putnam County Superior Court.



# PUTNAM COUNTY BOARD OF COMMISSIONERS

117 Putnam Drive, Suite A ♦ Eatonton, GA 31024 ♦ Tel: 706-485-5826 ♦ Fax: 706-923-2345

## Road Abandonment Request

Date of Request: NOVEMBER 17, 2017

Road Name: PRICE RD.

Requester/Authorized Agent: STEVE BUSH

Requester's physical Address: 34 OLD IVY RD. SUITE 200, ATLANTA, GA. 30342

Mailing Address: SAME AS ABOVE

Contact Number(s): (O) 404-495-4552 (M) 404-401-0871

Road length in Miles: 1.2 ( Paved or  Unpaved)

\*\*For recording purposes, please provide Survey Plat of Road\*\*

Reason for Requested Abandonment: 1036 ACRES UNDER SINGLE OWNERSHIP - SEVERE DUMPING - TIRES - FURNITURE - CRIME - DRUG TRAFFICING - POACHING - TRESSPASSING -

Number of homeowners to be affected by Abandonment: 1 \*Have they been notified of proposal? YES

Number of businesses to be affected by Abandonment: 0 \*Have they been notified of proposal? \_\_\_\_\_  
\*Please provide proof of notification

### OFFICE USE ONLY:

Was evidence provided to indicate that all or most of the affected home or business owners have been notified of proposed abandonment? \_\_\_\_\_

Recommendation by Planning & Development Director: \_\_\_\_\_

If recommendation is for Denial, reason \_\_\_\_\_

\_\_\_\_\_

Planning Director Signature: \_\_\_\_\_ Date: \_\_\_\_\_



**CALLS ALONG R/W OF C.R. #1 (TRACT #1)**

Crse.	Bearing	Distance
1	S 00°44'05" E	224.09'
2	Rad: 4827.86' Arc: 643.90'	
	Tan: 321.87' CA: 7'37" 52'	
	Chd: S 03°20'40" W 642.52'	
3	Rad: 9365.54' Arc: 411.49'	
	Tan: 209.78' CA: 2'31" 01"	
	Chd: S 09°04'20" W 411.46'	
4	S 10°40'55" W	235.92'
5	Rad: 957.87' Arc: 181.27'	
	Tan: 90.91' CA: 10°50' 43"	
	Chd: S 15°48'50" W 181.00'	
6	S 24°27'50" W	13.32'
7	S 25°29'05" W	48.25'
8	S 27°48'45" W	56.44'
9	Rad: 2056.37' Arc: 371.06'	
	Tan: 186.02' CA: 10°08' 49"	
	Chd: S 38°41'05" W 370.57'	
10	S 44°48'20" W	55.57'
11	Rad: 1200.71' Arc: 239.10'	
	Tan: 119.94' CA: 11°24' 31"	
	Chd: S 48°53'15" W 239.10'	
12	S 57°01'25" W	19.58'
13	S 38°24'40" E	189.53'
14	Rad: 3998.56' Arc: 277.39'	
	Tan: 136.75' CA: 3°59' 29"	
	Chd: S 38°44'30" E 277.34'	
15	Rad: 2560.83' Arc: 333.71'	
	Tan: 167.09' CA: 7°24' 31"	
	Chd: S 38°53'55" E 333.48'	
16	S 41°06'50" E	236.69'
17	S 40°32'25" E	299.73'
18	S 40°14'10" E	220.89'
19	S 40°31'25" E	294.84'
20	S 39°36'15" E	357.17'
21	S 39°48'20" E	209.29'
22	Rad: 9983.56' Arc: 229.08'	
	Tan: 114.54' CA: 1°19' 02"	
	Chd: S 40°12'30" E 229.07'	

**CALLS ALONG R/W OF C.R. #1 (TRACT #1)**

Crse.	Bearing	Distance
1	N 80°51'20" E	328.92'
2	N 71°04'10" E	292.22'
3	N 71°08'35" E	384.56'
4	N 68°05'35" E	217.90'
5	N 74°50'35" E	412.06'
6	N 81°15'05" E	339.24'
7	N 63°20'55" E	271.05'
8	N 54°35'10" E	206.49'
9	N 64°39'20" E	255.39'
10	N 68°48'20" E	212.05'
11	N 02°21'45" E	276.01'
12	N 47°26'50" W	117.75'
13	N 44°10'30" W	198.09'
14	N 50°18'00" W	281.20'
15	N 48°03'20" W	336.82'
16	N 40°27'45" W	309.59'
17	N 38°54'15" W	403.17'
18	S 42°04'45" E	339.31'
19	S 40°58'45" E	168.18'
20	S 41°08'55" E	324.55'
21	S 41°08'15" E	491.40'
22	S 37°11'10" W	81.74'
23	S 72°15'00" W	97.27'
24	S 26°34'00" E	91.30'
25	S 29°29'00" E	497.24'
26	N 48°17'25" E	191.77'

**CALLS ALONG C/L OF BRANCH FROM POINT "J" TO POINT "K" (TRACT #1)**

Crse.	Bearing	Distance
1	S 64°28'35" W	42.77'
2	S 66°52'25" W	58.28'
3	N 85°03'55" W	21.88'
4	S 40°34'45" W	40.64'
5	S 85°03'45" W	23.25'
6	S 67°21'50" W	57.25'
7	S 54°44'15" W	9.27'
8	S 26°41'40" E	8.12'
9	S 53°39'30" W	7.39'
10	S 05°59'05" W	52.36'
11	S 84°30'55" W	32.77'
12	S 39°13'50" W	19.49'
13	S 53°54'00" W	17.11'
14	S 53°44'40" W	12.97'
15	S 08°00'55" E	10.34'
16	S 47°58'25" E	17.52'
17	S 12°37'55" E	37.29'
18	S 48°53'50" W	11.09'
19	S 68°27'00" W	15.19'
20	S 42°40'10" W	13.77'
21	S 02°48'10" W	24.49'
22	S 29°45'35" E	24.72'
23	S 28°18'50" W	14.68'
24	S 35°11'35" W	40.89'
25	N 03°24'50" W	24.60'
26	S 26°11'45" W	30.32'
27	S 73°25'15" W	25.96'
28	S 11°42'25" W	19.82'
29	S 18°04'45" E	51.71'
30	S 25°36'55" E	53.07'
31	S 83°18'30" W	10.87'
32	S 86°25'20" W	14.80'
33	S 13°55'45" W	28.88'
34	S 20°45'10" W	40.28'
35	S 75°55'30" W	15.18'
36	S 40°57'15" W	54.51'
37	S 06°34'35" W	24.31'
38	S 06°29'15" E	17.30'
39	S 04°18'05" W	48.74'
40	S 17°00'40" E	32.05'
41	S 73°57'30" W	18.00'
42	S 27°14'20" W	29.35'
43	S 22°50'15" W	44.71'
44	S 08°22'00" W	27.97'
45	S 03°04'45" W	56.40'
46	S 24°10'00" W	50.04'
47	S 63°58'50" W	35.47'
48	S 57°52'30" W	50.68'
49	S 69°36'35" W	47.87'
50	S 36°22'10" W	30.82'
51	S 31°51'05" W	25.19'
52	S 71°03'00" W	53.26'

**CALLS ALONG R/W OF C.R. #1 (TRACT #1)**

Crse.	Bearing	Distance
1	N 41°08'50" W	507.81'
2	Rad: 9923.56' Arc: 354.74'	
	Tan: 177.39' CA: 2°02' 52"	
	Chd: N 40°37'40" W 354.72'	
3	N 38°48'20" W	293.29'
4	N 39°36'15" W	359.47'
5	N 40°31'25" W	295.05'
6	N 40°14'10" W	220.99'
7	N 40°32'25" W	300.03'
8	N 41°06'50" W	359.37'
9	Rad: 2540.83' Arc: 328.54'	
	Tan: 164.50' CA: 7°24' 31"	
	Chd: N 38°53'40" W 328.51'	
10	Rad: 4038.96' Arc: 280.61'	
	Tan: 140.36' CA: 5°58' 52"	
	Chd: N 35°40'30" W 280.55'	
11	N 38°25'20" W	192.09'
12	N 03°25'20" E	1129.59'
13	N 59°15'10" E	78.49'
14	N 57°00'00" E	53.17'
15	Rad: 1240.71' Arc: 246.85'	
	Tan: 123.84' CA: 11°29' 59"	
	Chd: N 49°53'35" E 246.45'	
16	N 44°48'20" E	55.72'
17	Rad: 190.77' Arc: 1012.37'	
	Tan: 123.84' CA: 10°12' 37"	
	Chd: N 27°48'45" E 1012.37'	
18	N 27°48'45" E	71.48'
19	N 25°29'05" E	18.34'

**CALLS ALONG R/W OF C.R. #1 (TRACT #1)**

Crse.	Bearing	Distance
1	S 51°18'55" W	91.55'
2	S 40°42'15" E	69.43'
3	N 48°18'25" E	91.32'
4	N 48°17'25" E	245.00'
5	N 38°32'00" W	189.90'

**CALLS ALONG R/W OF C.R. #1 (TRACT #1)**

Crse.	Bearing	Distance
1	N 107°40'55" E	169.41'
	Tan: 143°45'	
	Chd: N 15°21'25" E 169.21'	
2	Rad: 9405.54' Arc: 413.60'	
	Tan: 206.83' CA: 2°31' 01"	
	Chd: N 09°04'20" E 413.57'	
3	Rad: 4867.06' Arc: 848.03'	
	Tan: 324.79' CA: 1°58' 01"	
	Chd: N 03°20'45" E 848.15'	
4	N 00°44'00" W	93.16'

SCALE - 1" = 600'

**TOTAL AREA = 1060.95 ACRES**

Reference: P.B. 28, P.C. 269 (Putnam)



**NOTE:**  
CALLS IN A CLOCKWISE DIRECTION FROM POINT "A" TO POINT "Z" WERE NOT SURVEYED BY US AND WERE TAKEN FROM A PLAT BY ROBERT H. HARTWELL FOR THE STERLING R. FULLER ESTATE DATED 04/22/04 AND RECORDED IN P.B. 33/74 (MORGAN CO.) AND P.B. 28/296 (PUTNAM CO.)

**LEGEND:**  
 ○ = POINT ONLY  
 ● = IRON PIN SET  
 ⊙ = IRON PIN FOUND  
 ⊕ = 1/2" REBAR SET  
 ⊗ = IRON PIN FOUND  
 ⊚ = REBAR FOUND  
 ⊛ = CRAMP TOP PIPE FND.  
 ⊜ = OPEN TOP PIPE FND.  
 ⊝ = CONCRETE MONUMENT FND.  
 ⊞ = GRANITE MONUMENT FND.  
 ⊟ = ANGLE IRON FOUND  
 ⊠ = RAILROAD SPIKE SET  
 ⊡ = IRON NAIL SET  
 ⊢ = SPIKE  
 ⊣ = PROPERTY LINE  
 ⊤ = CENTERLINE  
 ⊥ = OVERHEAD POWERLINE  
 ⊦ = SANITARY SEWER  
 ⊧ = POINT OF BEGINNING  
 ⊨ = BUILDING SETBACK  
 ⊩ = IRON-1/4 REBAR  
 ⊪ = SWAMP

**TRACTS #3A & 3B CALLS & CURVES ALONG R/W**

Course	Bearing	Distance
L1	N 39°11'50" W	147.95'
L2	Rad: 74.19' Arc: 90.78'	
	Tan: 52.06' CA: 7°08' 44"	
	Chd: N 01°19'40" E 85.23'	
L3	Rad: 413.74' Arc: 138.04'	
	Tan: 69.87' CA: 19°07' 00"	
	Chd: N 48°44'30" E 137.40'	
L4	N 57°28'10" E	46.87'
L5	N 82°38'20" E	8.08'
L6	S 37°00'25" W	31.72'
L7	S 59°15'10" W	77.24'
L8	S 60°36'20" W	98.84'
L9	S 57°28'10" W	47.68'
L10	Rad: 453.73' Arc: 152.00'	
	Tan: 78.72' CA: 19°11' 40"	
	Chd: S 48°39'55" W 151.29'	
L11	Rad: 114.19' Arc: 142.91'	
	Tan: 82.52' CA: 7°42' 17"	
	Chd: S 01°01'20" W 133.78'	
L12	S 39°12'00" E	151.40'

Clerk of Superior Court, Putnam County GA  
 Filed & Recorded  
 Book 10-2-2013  
 Page 82  
 Time 2:00 PM  
 Deputy Clerk



**PUTNAM PROPERTY HOLDINGS, LLC**

SURVEYED BY: **BAUKNIGHT & ASSOCIATES, INC.**  
 W. SLATE BAUKNIGHT AARON P. BLOMBERG  
 GEORGIA RLS # 2534 GEORGIA RLS # 3100  
 SOUTH-CAROLINA RLS # 20471 109 N. JACKSON STREET HARTWELL GA 30643  
 706-378-5948 (OFFICE) 888-378-5948 (TOLL FREE)  
 BAUKNIGHTASSOC@HOTMAIL.COM

PARTY CHIEF: RPA CRD FILLS: 08275  
 DRAWN BY: APB DWG FILE: 08275-21

STATE: GEORGIA  
 DATE: JUNE 19, 201  
 SCALE: 1" = 600'

**NOTE:**  
 THE FIELD EQUIPMENT USED FOR THIS SURVEY WAS A LEICA...  
 THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 29,862 FEET AND AN ANGULAR ERROR OF 1/2" SEC. PER ANGLE POINT AND WAS ADJUSTED USING THE LEAST SQUARES METHOD. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 180,321 FEET.  
 I HEREBY CERTIFY, THAT IN MY OPINION THIS IS A CORRECT REPRESENTATION OF THE LAND PLATED AND HAS BEEN PREPARED IN CONFORMANCE WITH THE MINIMUM STANDARDS AND REQUIREMENTS OF THE LAW.

**Backup material for agenda item:**

10. Discussion of HR 158

The House Committee on Ways and Means offers the following substitute to HR 158:

## A RESOLUTION

1 Proposing an amendment to the Constitution so as to authorize the General Assembly to  
 2 provide by general law for the dedication of revenues derived from fees or taxes to the public  
 3 purpose for which such fees or taxes were imposed; to provide for procedures, conditions,  
 4 and limitations; to provide for the redesignation of a current subparagraph of the  
 5 Constitution; to provide for the submission of this amendment for ratification or rejection;  
 6 and for other purposes.

7 BE IT RESOLVED BY THE GENERAL ASSEMBLY OF GEORGIA:

### 8 SECTION 1.

9 Article III, Section IX, Paragraph VI of the Constitution is amended by redesignating  
 10 subparagraph (o), relating to the dedication of the excise tax on fireworks, as  
 11 subparagraph (p) and by adding a new subparagraph to read as follows:

12 "(q)(1) Subject to the limitations in this subparagraph, the General Assembly may  
 13 provide by general law for the dedication of revenues derived from fees or taxes to the  
 14 public purpose for which such fees or taxes were imposed; provided that the general law  
 15 dedicating such fee or tax shall reference this provision of the Constitution, provide the  
 16 specific public purpose for which the revenue derived from such fee or tax shall be used,  
 17 identify the agency to administer such revenue, require annual reporting of the revenues  
 18 and expenses by such agency, and include an automatic expiration of such fee or tax  
 19 within a period not to exceed ten years. Any such dedication of revenues may also be  
 20 used to offset, in whole or in part, the costs to the state of implementing and  
 21 administering such public purpose.

22 (2) The General Assembly shall not be authorized to dedicate state revenues pursuant  
 23 to this subparagraph when the total revenues dedicated hereunder, including any  
 24 nonlapsed funds, are equal to or exceed 1 percent of the total state revenues based on the  
 25 previous fiscal year's state revenues subject to appropriation.

26 (3) Any general law enacted pursuant to this subparagraph shall not be subject to the  
 27 limitations of Article III, Section IX, Paragraph IV(c), relating to the lapsing of funds;

28 subparagraph (a) of this Paragraph, relating to allocation of proceeds; or Article VII,  
29 Section III, Paragraph II(a), relating to payment into the general fund of the state treasury.

30 (4) Any general law enacted pursuant to this subparagraph shall not become effective  
31 unless approved by two-thirds of the members elected to each branch of the General  
32 Assembly in a roll-call vote; provided, however, that such a general law may be repealed  
33 by a majority vote of the members elected to each branch of the General Assembly in a  
34 roll-call vote.

35 (5) No revenues which are dedicated by a general law enacted pursuant to this  
36 subparagraph shall be subject to any further dedication, any rededication to another  
37 purpose, or any alteration whatsoever through the general appropriations Act, or any  
38 amendment thereto, or any supplementary appropriations Act, or any amendment thereto,  
39 and any such further dedication, rededication to another purpose, or alteration shall be  
40 void and of no force and effect. If the General Assembly intends to modify temporarily  
41 or to amend the provisions of a general law enacted pursuant to this subparagraph, it shall  
42 do so only in strict accordance with the following procedures:

43 (A) In the event the Governor declares a financial emergency in this state, where such  
44 financial emergency shall be deemed to exist if the revenue collection in the most  
45 recently completed fiscal year decreased by 3 percent or more below the revenue  
46 estimate for such fiscal year, the dedication of revenues pursuant to general law enacted  
47 pursuant to this subparagraph may be modified temporarily by suspending such  
48 dedication of revenues by the adoption of a joint resolution by a majority of the General  
49 Assembly. Such joint resolution shall specifically declare whether previously dedicated  
50 revenues which remain unspent shall also be made subject to appropriation. Such joint  
51 resolution shall not be effective for more than two fiscal years and may be adopted not  
52 more than three times in any ten-year period.

53 (B) Except as otherwise provided in the case of a temporary modification, no  
54 amendment to any general law enacted pursuant to this subparagraph shall become  
55 effective unless approved by two-thirds of the members elected to each branch of the  
56 General Assembly in a roll-call vote.

57 (6) No revenues which are dedicated pursuant to any other provision of this  
58 Constitution by a general law enacted pursuant to any other provision of this Constitution  
59 shall be subject to any further dedication, any rededication to another purpose, or any  
60 alteration whatsoever unless specifically authorized pursuant to such other provision of  
61 the Constitution, and in the absence of such specific authorization, any such further  
62 dedication, rededication to another purpose, or alteration shall be void and of no force and  
63 effect."



64

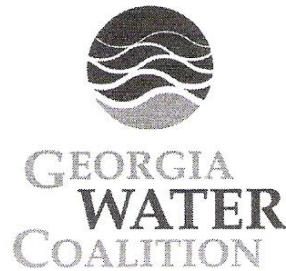
**SECTION 2.**

65 The above proposed amendment to the Constitution shall be published and submitted as  
66 provided in Article X, Section I, Paragraph II of the Constitution. The ballot submitting the  
67 above proposed amendment shall have written or printed thereon the following:

68 " YES Shall the Constitution of Georgia be amended so as to authorize the General  
69 Assembly to dedicate revenues derived from fees or taxes to the public  
70  NO purpose for which such fees or taxes were imposed?"

71 All persons desiring to vote in favor of ratifying the proposed amendment shall vote "Yes."

72 All persons desiring to vote against ratifying the proposed amendment shall vote "No." If  
73 such amendment shall be ratified as provided in said Paragraph of the Constitution, it shall  
74 become a part of the Constitution of this state.



## **HR 158—RESOLUTION TO RESTORE TRUST IN STATE GOVERNMENT**

If you paid your mechanic to replace the battery in your car, and they instead replaced your radiator, you would rightfully cry foul and demand the correct service. Now, what happens when your legislators collect money from you for one purpose and use that money for something completely different? In the private sector, that's considered fraud, but in the Georgia General Assembly, it's business as usual. The result: illegal tire dumps littering our communities, unfunded driver education for teens and lagging support for local law enforcement training.

### **THE PROBLEM**

While legislators can adopt laws creating fees to fund state programs, they can't ensure that those collections will be used for their intended purposes. Instead, the collections go into the state's general fund and it's left to budget writers to appropriate the money. Legislators can't "dedicate" the fees.

#### **Solid Waste and Hazardous Waste Trust Funds**

These environmental funds were created in the early 1990s to eliminate illegal tire dumps and cleanup hazardous waste sites. Fees are now assessed when we buy new tires or dump trash at a local landfill. Since the programs began, \$469 million has been collected, but about 40 percent (\$193 million) has been diverted.

#### **Joshua's Law (Driver's Education for Teens)**

Since 2005, this law has added extra fines to traffic violations to fund teen driver education in schools. It has generated \$3 to \$10 million annually, but only \$8 million has been used to fund teen driver programs.

#### **Peace Officer & Prosecutor's Training Fund**

This fund generated through criminal and traffic violation fines brings in an estimated \$27 million annually. It's supposed to be used to train more than 24,000 local law enforcement officers. Between 1987 and 2009, an estimated \$71 million was taken from these collections to pay for other portions of the state budget.

### **THE SOLUTION**

If the state collects fees for a specific purpose, those funds should be used for that purpose. HR 158, a resolution to create a constitutional amendment allowing legislators to "dedicate" fees is now being considered. If adopted and approved by voters in 2018, it will help restore our trust in our government and ensure that these important state programs are properly funded.

**Ask your representative and senator to support HR 158 and restore the trust in our trust funds.**