

**BOARD OF COUNTY COMMISSIONERS  
JASPER COUNTY, GEORGIA  
REGULAR MEETING AGENDA**

**December 2, 2019**

**6:00 p.m.**

**Commissioner's Meeting Room – Ground Floor Ste. 16  
MONTICELLO, GEORGIA**

<b>I. Call to Order (6:00 p.m.)</b>				
NAME	PRESENT	ABSENT	LATE	ARRIVED
DISTRICT 1 – CARL PENNAMON, CHAIR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
DISTRICT 2 – BRUCE HENRY, VICE-CHAIR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
DISTRICT 3 – DON JERNIGAN	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
DISTRICT 4 – GERALD STUNKEL	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
DISTRICT 5 - DOUG LUKE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

**II. Pledge of Allegiance –**

**III. Invocation – District 4**

**IV. Approval of Agenda**

**V. Consent Agenda –**

1. Approval of Minutes:
  - Regular Meeting Minutes November 4, 2019
2. Check Register – Check #'s **56716 - 56948**

**VI. Public Hearing**

*Public Hearings are conducted to allow public comments on specific advertised issues such as rezoning, ordinances, policy development and other legislative actions to be considered by the County Commissioners. Following the public hearing, the Board of Commissioners will take action on each item presented below.*

1. **Public Hearing will be held for a County Ordinance for a Hotel – Motel Tax for the Unincorporated Area.**

**VII. County Commissioner Items**

**VIII. Presentations/Delegations –**

*Presentation/Delegations allows scheduled speakers to address the Commission for not more than ten (10) minutes on specific topics or for recognition of citizens, county employees or other events by the Commissioners.*

**IX. Regular Agenda**

**Old Business:**

1. Jasper County Recreation Board Appointment

**New Business:**

1. Proclamation: Declaring December 7, 2019 as “Centennial Farm and Family Day”
2. Annual Alcohol License Renewals for 2020
3. Triple Point Engineering Landfill Compliance and Engineering Consulting Services
4. 2020 Proposed Holidays Approval
5. 2020 Board of Commissioner Meeting Dates Approval

**X. County Attorney Items**

**XI. County Manager Update**

**XII. Citizen Comments**

*The Citizens Comments section of the Agenda allows citizens who sign up to address the Commission for not more than three (3) minutes on specific topics. The County Attorney will keep time. Please be courteous of the 3 minute time limit.*

**XIII. Executive Session**

Consultation with County attorney to discuss pending or potential litigation as provided by O.C.G.A. §50-14-2(1); Discussion of the future acquisition of real estate as provided by O.C.G.A. §50-14-3(4); and, discussion on employment, compensation, or periodic evaluation of county employees as provided in O.C.G.A. § 50-14-3(6)

**XIV. Adjournment**

**Consent Agenda – Item 1**

**Agenda Request – Jasper County BOC**

Department: Board of Commissioners

Date: December 2, 2019

Subject: Approval of Minutes

Summary:

Minutes have been completed for the Jasper County Board of Commissioners:

- Regular Meeting Minutes November 4, 2019

Background:

Cost: \$0

**Recommended Motion:**

**Approve minutes for:**

- Regular Meeting Minutes November 4, 2019

# Jasper County Board of Commissioners

November 4, 2019

## Regular Meeting Minutes

6:00 P.M.

Comm. Pennamon called the meeting to order at 6:00 p.m.

Commissioners Present: Chairman, Carl Pennamon, Vice-Chairman, Bruce Henry (at 6:28 p.m.), Don Jernigan, Gerald Stunkel, and Doug Luke.

Staff Present: Mike Benton, County Manager, Clerk, Sharon Robinson, Finance Director, Dennis Pate, and County Attorney, David Ozburn.

### **Pledge of Allegiance:**

### **Invocation:**

Commissioner Don Jernigan

### **Agenda Approval:**

Comm. Jernigan made motion to approve the agendas presented, Commissioner Stunkel seconded; passed unanimously.

### **Consent Agenda:**

### **Approval of Minutes:**

Commissioner Luke made motion to approve the Minutes of October 7, 2019 as presented. Commissioner Jernigan seconded; passed unanimously.

### **Check Register:**

Commissioner Luke made motion to approve the check register which included Check #'s 56210-56715 for payment, Commissioner Stunkel seconded; passed unanimously.

**Public Hearing:** Commissioner Luke motioned to open the first Public Hearing at 6:05 p.m., Commissioner Stunkel seconded the motion, passed unanimously.

- 1. A public hearing will be held for a rezoning at 53 Pennington Road Shady Dale, Ga 31085. The property is currently zoned Commercial (C-2) and the owner is requesting it to be rezoned to Residential (R-1).**

Mr. Sealy stated that the application 2019-Z-002 by Mr. Elijah Jones. Mr. Jones who owns 53 Pennington Road and is requesting that it be rezoned from commercial to residential. He wants to be able to make the site a rental property. Commissioner Pennamon opened the floor for those who are for the rezoning.

Mr. Elijah Jones he stated his address as 8293 Hwy 142, Shady Dale. He stated that he would like to transform the building to a three bedroom rental unit. He stated that there has been several things tried but neighbors continuously gets upset and nothing seems to work. He stated that he thinks that would be the best thing for the community.

Commissioner Pennamon opened the floor to anyone who may oppose the rezoning. None opposed. The Public Hearing for the rezoning of 53 Pennington Road was closed at 6:07 p.m.

- 2. A public hearing will be held for a rezoning at 600 Edwards Road Monticello, Ga 31064. The property is currently zoned Agricultural (AG) and the owner is requesting it to be rezoned to Manufacturing (M).**

Public Hearing number 2 began at 6:07 p.m. Mr. Sealy stated that application 2019-Z-001 from Mr. Barry is to rezone 3.97 acre of 8.97 to Manufacturing and keep the remaining 5 acres as agricultural. Mr. Sealy stated that they application went through the P & Z board which recommended approval three to one. Mr. Wyatt has an interest in putting storage units on the property.

Chairman Pennamon opened the floor for all in support of the rezoning to come forward. Mr. Barry Wyatt came forward in favor of the rezoning. Mr. Wyatt stated that his address is 11661 Hwy 83 South, Monticello. He stated that he did some research and it seems that there is a purpose and a need for more storage in the area. He stated that KEM is just a few yards up the road and the site is not far from the Industrial Park which is manufacturing.

Chairman opened the floor for anyone opposing the rezoning. There were none. The public hearing was closed at 6:10 p.m.

- 3. A public hearing will be held for a Special Exception to build a conventional subdivision instead of a conservation subdivision. This property is located on the following Tax Maps: Tax Map 013B Parcel 009, Tax Map 013C Parcel 047, and Tax Map 013C Parcel 046A. This property is located at the intersection of Ga Hwy 212 West and Landers Lane.**

Public Hearing number 3 opened at 6:10 p.m. Mr. Shane Sealy stated the application 2019-SE-001 was submitted by Nick Platek. Mr. Platek purchases 67 acres at the corner of Landers Lane and Hwy 212 North. He owns Tax Maps: Tax Map 013B Parcel 009, Tax Map 013C Parcel 047, and Tax Map 013C Parcel 046A. Mr. Platek is requesting to build a conventional subdivision instead of the required conservation subdivision. The P& Z Board heard this application on October 24<sup>th</sup>, 2019. It failed with a 2-2 vote. Mr. Sealy turned the remainder of the Public hearing to the county attorney.

Mr. Ozburn stated that he was asked to take a look at the current legal status Conservation Ordinance (2008) that everyone refers to. He said that there has been a lot of changes to the ordinances over the years. The original ordinance that is applicable here was originally passed in 2005. There is a 2008 text amendment which made changes to the 2005 ordinance. He stated that major subdivisions are defined consistently throughout all of the ordinances as a subdivision where there will be at least four parcels of the subdivision for development. In 2009 there was a zoning ordinance put in place by the county that did not change that status. He stated that in 2012 the County Board of Commissioners adopted a codification of the county ordinances. All ordinances were pulled in under the Code of Ordinances of Jasper County (criminal, development, zoning, etc). There are conflicting provision in the code. He stated that the general law in the state as a regulation of property rights zoning ordinances are strictly construed to mean exactly what's on paper. They are construed in favor of the property owners and

against cities and counties who are trying to enforce those ordinances. He stated that in his legal opinion, given the ambiguity and conflicting provisions that are in the current code is not enforceable as it is.

Chairman Pennamon opened the floor to anyone in favor of the Ordinance.

Mr. Nick Platek stood in favor of the Exception. He stated that he closed on the land in 2018. He stated that the major difference in the Conventional and conservation subdivision is the amount of green space, 40% requirement of conservation. That limits them in a huge way of that they could do with the property. He stated that they want the lots to be fairly large. They are proposing 22% green space. He stated that they have reached out to some of the neighbors.

Ms. Sherry Benton, 281 Landers Way, asked about the size of the homes. Mr. Platek responded that they are still working on it, but he couldn't see anything less than 2100 square feet. The lake lots would be premium. There won't be any manufactured homes or double-wides.

Chairman Pennamon opened the floor to anyone opposing the Exception.

Mr. Bill Nash (559 Chickadee) stood in opposition. Mr. Nash stated that he really don't have an objection. He stated that previous Commissioners left some housekeeping. It seems that you may have to have a moratorium on subdivision changes until you figure it out.

Commissioner Jernigan motioned to come out of the Public Hearing and go back into regular session at 6:26 p.m., Commissioner Stunkel seconded, passed unanimously.

**Commissioner's Items:**

**Commissioner Jernigan-** None

**Commissioner Henry -** None

**Commissioner Pennamon-** Commissioner Pennamon noted that the packages are 90 pages and we have to print 10 copies. He asked the board to consider only having the clerk to print the agenda. The rest will be sent by email.

**Commissioner Stunkel-** None

**Commissioner Luke-** None

**Presentations/Delegations:**

None

**Regular Agenda:**

**Old Business:**

**Item 1: 2020 GDOT LMIG Application:**

Mr. Benton stated that we have two meetings where we have been discussing the 2020 GDOT LMIG application, we've made progress, and we have identified the road and the type of paving. Today's meeting we will focus primarily on the cost side of things.

GDOT 2020 LMIG Funding	\$613,916
County 30% Match from SPLOST	<u>\$184,175</u>
Total 2020 LMIG Project	\$798,091

Mr. Benton stated that during our last meetings he made it known that we have previous LMIG came in under budget, and with that we have some required match spending on those for GDOT rules. He stated that it turns out that we even have a small amount left from the 2018 LMIG.

Potential Combined Total:

GDOT 2020 LMIG Funding	\$613,916
County Required 30% Match from SPLOST	\$184,175
2018 Remaining Matching Required Expenditures	\$ 4547
2019 Remaining Required Matching Expenditures	<u>\$ 70,343</u>
Grand Total	\$ 872,981

Mr. Benton asked Mr. Jordan how far the \$872,981 would take us with paving. Mr. Jordan stated that it would take us roughly 2.85 based on our estimated construction cost. That would be from Jefferies road where we ended the last time to about a half mile short of Pitts Chapel Road. This would leave about 1.3 miles to pave.

Chairman Pennamon stated that he suggest going ahead with doing what we can with the current funding available. He also suggest completing Post Road in 2021.

Commissioner Luke made the motion to submit the application for the 2020 funding based on LMIG and regular match, Commissioner Stunkel seconded the motion, passed unanimously.

**Item 2: Jasper County Courthouse Roof Repair Project:**

Mr. Benton stated that we all know that the courthouse needs some repair. The roof is where we start. He ask for direction for the next step. Chairman Pennamon suggested that we go ahead and get some firm. He asked if we could get more quotes. Commissioner Henry stated that we have some exterior of the building that needs water proofing.

Commissioner Stunkel motioned that we have the county manager to engage for pricing one or more Architects for building envelop. The motion was seconded by Commissioner Henry, passed unanimously.

**New Business:**

**Item 1: Rezoning Request - 53 Pennington Road from Commercial (C-2) to Residential (R-1):**

Chairman Pennamon asked if there were any additional questions from the board. Commissioner Henry made the motion to approve the rezoning request. The motion was seconded by Commissioner Luke, passed unanimously.

**Item 2: Rezoning Request - Portion of 600 Edwards Road from Agricultural (AG) to Manufacturing (M):**

Commissioner Luke to rezone a portion of 600 Edwards Road from Agricultural to Manufacturing for the purpose of mini storage or any warehouse storage facility barring hazardous waste. The motion was seconded by Commissioner Stunkel, passed unanimously.

Commissioner Jernigan questioned if we allow the manufacturing would Mr. Wyatt be required to put the storage facility there or can he put anything that falls under manufacturing. Mr. Ozburn stated that if you do not put any conditions on the zoning and grant rezoning, anything that falls under that classification can go there. Commissioner Jernigan asked Mr. Wyatt if he was positive that he wasn't going to put anything there besides the storage facility. Mr. Wyatt stated that his plan is just the storage facility.

Commissioner Luke questioned if the rezoning would follow the land. Mr. Ozburn stated that the zoning follows the land. If you don't put any contingencies on it, it could not be done later. Mr. David Dyer stated that there is insufficient storage in the area.

**Item 3: Request for Special Exception - Develop a Conventional Subdivision instead of a Conservation Subdivision at Intersection of SR 212 West and Landers Lane:**

Chairman Pennamon stated that he would turn this portion over to county attorney Mr. Ozburn. Mr. Ozburn stated that based on his legal conclusion the board does not have to vote on the special exception application because the ordinance is currently unenforceable. He also stated that the board could consider tabling the item until the next meeting.

Commissioner Pennamon questioned if we could still approve with the condition of the request of 22% green space.

Mr. Ozburn stated that that is an option. Commissioner Luke stated that he would like a thumbs up or thumbs down from the Planning and Zoning Board. Commissioner Henry asked to be updated on the Special Exception Situation. Mr. Ozburn obliged by giving the background of the Special Exception. Commissioner Pennamon stated that if the request goes back to the Planning and Zoning Board they will not be able to vote on it either based on the legality of the ordinance.

Commissioner Stunkel posed the question to Mr. Platek of whether he would have any additional restrictions in addition to the 22% on the individual lots for percentages to be left untouched. Mr. Platek stated that with the lake lots there are restrictions by Georgia Power already on the lots. He stated that once they are able to move forward they would look at the zoning restrictions for that residential zoning and abide by that.

Commissioner Pennamon stated that he feels we need to move forward with the legal advice that has been given. A request should be made with Planning and Zoning that they update the ordinance to meet the conservation and put it in Municode.

Commissioner Stunkel motioned that Planning and Zoning along with the County Attorney work to protect the 2008 zoning ordinance on conservation subdivision, Commissioner Luke seconded the motion.

Commissioner Pennamon clarified that this does not hinder Mr. Platek from moving forward. Commissioners Luke, Stunkel, Pennamon, and Jernigan, were for the motion. Commissioner Henry opposed the motion. Motion passed 4 to 1.

**Item 4: Recreation Board Appointment:**



Mr. Benton stated that we have one opening on a nine member board. This term will end July 2020. The staff advertised and we have five interested in the position. None of the interested citizens were available to be at the meeting.

Commissioner Jernigan made a motion to table the appointment until the next meeting. Commissioner Henry seconded the motion, passed unanimously

**Item 5: Facility Use Request – American Legion Post #110:**

Post Commander Fred Paul distributed folders to each of the commissioners. He stated that he was here to request a special permit for a special event. He stated that he was told that the post needed an insurance policy for \$1 Million, which he provided a copy of. He stated that the post is required to have a range master, Mr. Billy Williamson's information is in the folder for this requirement. He stated that Mr. Donnie Pope has been a great helping him get this event together. The event is a Turkey Shoot which will be held at the Jasper County Recreation department. They are requesting to do this event on November 23<sup>rd</sup>. All funds will go to a Memorial Fund.

Commissioner Jernigan motioned that the request by the American Legion Post #110 be granted to use the Jasper County Recreation Department for the Turkey Shoot fund raiser on November 23<sup>rd</sup>, 2019. The motion was seconded by Commissioner Henry, passed unanimously.

**Item 6: Memorandum of Agreement with Northeast Georgia Regional Commission – Jasper County Pre-Disaster Mitigation Plan Update:**

Mr. Benton stated that each county in the state of Georgia is required to update its Pre-Disaster Mitigation Plan every 5 years. Our current plan expires May 2020. We have reached out to the Regional Commission and they have agreed to assist us in updating our plan. The plan is a 200 page document. Their charge is \$16,000. We worked with the EMA director to apply for a federal reimbursement grant to help cover the cost. The application was approved. Our portion is 15% which is \$2,400.

Commissioner Jernigan made the motion to authorize Chairman to sign the Memorandum of Agreement with the Northeast Georgia Regional Commission to assist in the development of an updated Pre-Disaster Mitigation Plan. The motion was seconded by Commissioner Stunkel, passed unanimously.

**Item 7: Language Access Plan Update – 2019 CDBG Requirement:**

Mr. Benton stated that we applied for and were granted the CDBG grant for improvements for our Jasper County Health Department. Our goal is to make our programs available to non-English speaking people. That is what this update attempts to do.

Commissioner Henry motioned to authorize the Chairman to sign the resolution and adopt the attached updated 2019 Jasper County Language Access Plan. Commissioner Jernigan seconded the motion, passed unanimously.

**Item 8: Fiscal Year 2020 DHS Family Connection Budget Amendment:**

Mr. Pate stated that 2020 budget amount for Family Connection was originally slated to be \$50,000. The governor called for a 4% cut on that contract so the actual amount will be \$48,000. Mr. Pate stated that we are seeking the approval of the board to for the Chairman of the board to execute the budget amendment in the amount of \$48,000 for the FY 2020 contract.

Commissioner Jernigan motioned to approve Chairman to sign budget amendment for a total budget amount of \$48,000.00 for the FY2020 Family Connection contract. Commissioner Luke seconded the motion, passed unanimously.

**Item 9: New Bank Account for the 2019 CDBG Grant - Health Department:** Commissioner Pennamon stated that with the new CDBG grant we have to open a new bank account. We cannot use the 2017 account that was created. Mr. Pate stated that we are seeking the board's approval for the chairman to sign a new bank account agreement. He stated that we are proposing to bank with the Bank of Monticello. It is required to be a non-interest bearing account. It will be used to receive draw down funds and to pay vendors.

Commissioner Jernigan motioned to authorize Chairman to sign the Bank of Monticello new account agreement. Commissioner Stunkel seconded the motion, passed unanimously.

**Item 10: FY 2020 1st Quarter Financial Report:**

Mr. Pate stated that the first quarter FY 2020 financial report was in the packet. The revenue section is budgeted for \$10,812,000 we ended the first quarter at \$3,981,000. On the expense side we budgeted \$11,184,000 we ended the first quarter with \$2,399,000. Both revenues and expenses are in trend with where we should be for the year.

**Item 11: Human Resources Report:**

Ms. Robinson discussed the Human Resource report for July 1<sup>st</sup> through September 30<sup>th</sup>, 2019. We are continuously recruiting for the Paramedics and EMTs. There were two new part-time hires for the Senior Center. Recreation Department had two full-time hires. The Sheriff and Jail filled two full-time positions. Fire & Rescue filled one part-time position. During this period we had 109 full-time employees and 41 part-time employees.

**County Attorney Items: None**

**County Manager Items:**

Mr. Benton stated that the Pitts Chapel Bridge is scheduled to start in January and be completed in April. He stated that we will start looking at more submission for the low-impact bridge program. He stated that Mid-State representative stated they will be making progress once the weather cooperates.

Chairman Pennamon stated that he has received calls about Cedar Creek Bridge which is in a curve and does not have side rails and a 20-25 ft. drop off.

Mr. Benton stated that it would be a concrete bridge.

**Citizens Comments:**

William L. McDowell, Shoreline Drive; he is concerned about neighbors who are not taking care of their property.

**Executive Session:**

Commissioner Henry motioned to go into Executive session at 7:44 pm to discuss potential litigation. Commissioner Jernigan seconded the motion, passed unanimously.

Commissioner Stunkel motioned to come out of Executive Session at 8:15 pm. Commissioner Jernigan seconded the motion, passed unanimously.

**Adjourn:**

Commissioner Stunkel motioned to adjourn the meeting at 8:15 pm. Commissioner Jernigan seconded the motion, passed unanimously.

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Carl Pennamon, Chairman

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Sharon Robinson, Clerk

**Consent Agenda – Item 2:**

**Agenda Request – Jasper County BOC**

**Department:** Board of Commissioners

**Date:** December 2, 2019

**Subject:** Approval of Check Register

**Summary:**

A check register will be generated by the finance department on meeting day for signature and approval to process the checks.

**Background:**

Cost: \$0

**Recommended Motion:**

Approve processing of check #'s **56716 - 56948**

**Public Hearing:**

**Agenda Request – Jasper County BOC**

**Department: Jasper County BOC**

**Date:** December 2, 2019

**Subject:** First Read – County Ordinance for a Hotel – Motel Tax for the Unincorporated Area of Jasper County

**Summary:**

This ordinance will provide for a 5% tax of the rent for every occupancy of a guest room in a hotel, tourist camp, tourist cabin, campground, or any other place, including residences, in which rooms, lodgings, or accommodations are furnished for value in the unincorporated area of Jasper County.

The proceeds of the lodging tax will be used in accordance with CO.C.G.A. 48-13-51(a)(3).

A county (within the territorial limits of the special district located within the county) or municipality may levy a tax under this Code section at a rate of 5 percent. A county or municipality levying a tax pursuant to this paragraph shall expend (in each fiscal year during which the tax is collected under this paragraph) an amount equal to the amount by which the total taxes collected under this Code section exceed the taxes which would be collected at a rate of 3 percent for the purpose of:

- (A) Promoting tourism, conventions, and trade shows;
- (B) Supporting a facility owned or operated by a state authority for convention and trade show purposes or any other similar or related purposes;
- (C) Supporting a facility owned or operated by a local government or local authority for convention and trade show purposes or any other similar or related purposes, if a written agreement to provide such support was in effect on January 1, 1987, and if such facility is substantially completed and in operation prior to July 1, 1987;
- (D) Supporting a facility owned or operated by a local government or local authority for convention and trade show purposes or any other similar or related purposes if construction of such facility is funded or was funded prior to July 1, 1990, in whole or in part by a grant of state funds or is funded on or after July 1, 1990, in whole or substantially by an appropriation of state funds;
- (E) Supporting a facility owned by a local government or local authority for convention and trade show purposes and any other similar or related purposes if construction of such facility is substantially funded or was substantially funded on or after February 28, 1985, by a special county 1 percent sales and use tax authorized by Article 3 of Chapter 8 of this title, as amended, and if such facility was substantially completed and in operation prior to December 31, 1993; or
- (F) For some combination of such purposes.

Amounts so expended shall be expended only through a contract or contracts with the state, a department of state government, a state authority, a convention and visitors bureau authority created by local Act of the General Assembly for a municipality, or a private sector nonprofit organization, or through a contract or contracts with some combination of such entities, except that amounts expended for purposes of subparagraphs (C) and (D) of this paragraph may be so expended in any otherwise lawful manner.

DRAFT - ORDINANCE TO PROVIDE FOR THE COLLECTION  
OF A HOTEL-MOTEL TAX

Secs17.1 – 17.17

**CHAPTER 17 - LODGING TAX**

**17-1 - Definitions.**

The following words, terms and phrases shall, for the purposes of this Ordinance and except where the context clearly indicates a different meaning, be defined as follows:

- a) "Person." An individual, firm, partnership, joint venture, association, social club, fraternal organization, joint stock company, corporation, non-profit corporation or cooperative non-profit membership, estate, trust, business trust, receiver, trustee, syndicate, or any other group or combination acting as a unit, the plural as well as the singular number, excepting the United States of America, the State of Georgia, and any political subdivision of either thereof upon which the County is without power to impose the tax herein provided.
- b) "Operator." Any person operating a hotel in the unincorporated area of Jasper County, including, but not limited to, the owner or proprietor of such premises, lessee, sublessee, lender in possession, license to or any other person otherwise operating such hotel. In addition to the foregoing, for purposes of this Ordinance the owner of a residence that provides accommodations for rent or the agent of the owner is also considered an "operator".
- c) "Occupant." Any person who, for a consideration, uses, possesses, or has the right to use or possess any guest room in a hotel under any lease, concession, permit, right of access, license to use or other agreement, or otherwise.
- d) "Occupancy." The use or possession, or the right to the use or possession, of any guest room in a hotel. Occupancy also means the right to the use or possession of the furnishings or to the services or accommodations accompanying the use and possession of the room.
- e) "Hotel." Any structure or any portion of a structure, including any lodging house, rooming house, dormitory, Turkish bath, bachelor club, or private club, containing guest rooms and which is occupied, or is intended or designed for occupancy, by guests, whether rent is paid in money, goods, labor, or otherwise. It does not include any jail, hospital, asylum, sanitarium, orphanage, prison, detention, or other buildings in which human beings are housed and detained

under legal restraint. In addition to the foregoing, for purposes of this Ordinance only, a residence in which accommodations are furnished for rent is also considered a "hotel".

- f) "Guest Room." A room, lodging, or accommodation occupied, or intended, arranged, or designed for occupancy, by one or more occupants, other than meeting rooms, intended, designed and use for such purpose. In addition to the foregoing, for purposes of this Ordinance only, a residence in which accommodations are furnished for rent is considered one (1) "guest room".
- g) "Rent." The consideration received for occupancy valued in money, whether received in money or otherwise, including all receipts, cash, credits, and property or services of any kind or nature, and also the amount for which credit is allowed by the operator to the occupant, without any deduction therefrom whatsoever.
- h) "Return." Any return filed or required to be filed as herein provided.
- i) "Finance Director." The Finance Director appointed by the Board of Commissioners of Jasper County, Georgia.
- j) "County." Jasper County, a political subdivision of the State of Georgia.
- k) "Tax." The tax imposed by this Ordinance.
- l) "Monthly Period." The calendar months of any year.

#### **17-2- Imposition and Rate of Tax.**

There is hereby levied and assessed, and there shall be paid a tax of five percent (5%) of the rent for every occupancy of a guest room in a hotel, tourist camp, tourist cabin, campground, or any other place, including residences, in which rooms, lodgings, or accommodations are furnished for value in the unincorporated area of Jasper County.

The tax imposed by this Ordinance shall be paid upon any occupancy on and after January 1, 2020 although such occupancy is had pursuant to a contract, lease or other arrangement made prior to such date. Where rent is paid, or charged or billed, or falls due on either a weekly, monthly or other term basis, the rent so paid, charged, billed or falling due shall be subject to the tax herein imposed to the extent that it covers any portion of the period from July 7, 1987, and any monthly period thereafter.

The proceeds of the lodging tax will be used in accordance with O.C.G.A. § 48-13-51(a)(3).

### **17-3 - Persons Liable for Tax; Extinguishment of Liability.**

Every person occupying a guest room in a hotel in the unincorporated area of Jasper County is liable for the tax. His liability is not extinguished until the tax has been paid to this County except that a receipt from an operator naming a place of business in this County or from an operator who is authorized by the Finance Director under such rules and regulations as he may prescribe, to collect the tax and who is, for the purposes of this Ordinance, regarded as an operator maintaining a place of business in the unincorporated area of Jasper County, which receipt is given to the occupancy pursuant to Section 17-4 hereof, is sufficient to relieve the occupancy from further liability for the tax to which the receipt refers.

### **17-4 - Collection of Tax by Operator; Receipt to Occupant; Rules for Collection Schedules.**

Every operator maintaining a place of business in the unincorporated area of Jasper County, as provided in the next preceding section, and renting guest rooms in the unincorporated area of Jasper County, not exempted under Section 17-6 of this Ordinance shall, at the time of collecting rent from the occupant and on demand shall give to the occupant a receipt therefor. In all cases of transactions upon credit or deferred payment, the payment of tax to the operator may be deferred in accordance therewith, and the operator shall be liable therefor at the time and to the extent that such credits are incurred in accordance with the rate of tax owing on the amount thereof. The Finance Director shall have the power to adopt rules and regulations prescribing methods and schedules for the collection and payment of the tax.



### **17-5- Unlawful Advertising Regarding Tax.**

It is unlawful for any operator to advertise or hold out or state to the public or to any guest directly or indirectly, that the tax or any part thereof will be assumed or absorbed by the operator or that it will not be added to the rental of the guest room, or that, if added, it or any part thereof, will be refunded.

### **17-6- Exemptions.**

No tax shall be imposed hereunder:

- a. Upon fees, rents, or charges made for continuous use of any guest rooms, lodgings, or accommodations after the first 30 days of continuous occupancy.
- b. Upon the fees or charges for any guest rooms, lodging or accommodations furnished for a period of one or more days for use by Georgia state or local government officials or employees when traveling on official business.
- c. Upon charges made for any guest rooms, lodgings, or accommodations provided to any persons who certify by affidavit that they are staying in such room, lodging, or accommodation as a result of the destruction of their home or residence by fire or other casualty.

### **17-7 - Registration of Operator; Form and Contents; Execution; Certificate of Authority.**

Every person engaging or about to engage in business as an operator of a hotel in the unincorporated area of Jasper County shall immediately register with the Finance Director of the County, on a form provided by the Finance Director. Persons engaged in such business must so register not later than fifteen (15) days after the date this Ordinance becomes effective and the tax is imposed as set forth in Section 17-2, but such privilege of registration after the imposition of such tax shall not relieve any person from the obligation of payment or collection of tax on and after the date of imposition thereof, regardless of registration. Such registration shall set forth the same name under which such person transacts business or intends to transact business, the location of his place or places of business and such other information which would facilitate the collection of the tax as the Finance Director may require. The registration shall be signed

by the owner if a natural person; in case of ownership by an association or partnership, by a member or partner; in the case of ownership by a corporation, by an executive officer or some person specifically authorized by the corporation to sign the registration. The Finance Director shall, after such registration, issue without charge a certificate of authority to each operator to collect the tax from the occupant. A separate registration shall be required for each place of business of an operator. Each certificate shall state name and location of the business to which it is applicable and shall prominently display therein so as to be seen and to come readily to the notice of all occupants and persons seeking occupancy. Such certificates shall be nonassignable and nontransferable and shall be returned immediately to the Finance Director upon the cessation of business at said location. Should the Finance Director deem it necessary, in order to facilitate initial registration hereunder of persons engaged in business, or prior to the date of imposition of tax as set forth therefor, other than those provided in this section. Such provisions shall be made to effect the purposes hereof.

**17-8**

**- Determination, Returns and Payments.**

- a. Due Date of Taxes. The tax imposed by this Ordinance shall become due and payable from the occupant at the time of occupancy of any Hotel in the unincorporated area of Jasper County. All amount of such taxes collected by any operator shall be due and payable to the Finance Director monthly on or before the twentieth day of every month next succeeding such respective monthly period as set forth in Subsection (b).
- b. Return; Time of Filing; Persons Required to File; Execution. On or before the twentieth day of the month following each monthly period shall be filed with the Finance Director in such form as Finance Director may prescribe, by every operator, liable for the payment of tax hereunder. For purposes of this section, a return shall be deemed filed if postmarked on the twentieth day, or, if the twentieth day falls upon a Holiday recognized by the State of Georgia or upon a Saturday or Sunday, then a return postmarked on the next business day shall be regarded as timely filed.
- c. Contents of Return. All returns shall show the gross rent, rent from permanent residents, taxable rent, amount of tax collected or otherwise due for the related period, and such other information as may be required by the Finance Director.

- d. Delivery of Return and Remittance. The person required to file the return shall deliver the return, together with the remittance of the Net Amount of Tax Due to the Finance Department at 126 W. Greene Street, Suite 18, Monticello, Georgia 31064.
- e. Collection Fee Allowed Operators. Operators collecting the tax shall be allowed a percentage of the tax due and accounted for and shall be reimbursed in the form of a deduction in submitting, reporting and paying the amount due, if said amount is not delinquent at the time of payment. The rate of the deduction shall be the same rate authorized for deductions as provided in O.C.G.A. § 48-13-52, as now or hereafter amended.

#### **17-9 - Deficiency Determinations.**

- a. Recomputation of Tax; Authority to Make; Basis of Recomputation. If the Finance Director is not satisfied with the return or returns of the tax or the amount of the tax required to be paid to the County by any person, he may compute and determine the amount required to be paid upon the basis of any information within his possession or that may come into his possession. One or more than one Deficiency Determinations may be made of the amount due for one or more than one monthly period.
- b. Interest on Deficiency. The amount of the determination, exclusive of penalties, shall bear interest at the rate of one percent per month, or fraction thereof from the twentieth day after the close of the monthly period for which the amount or any portion thereof should have been returned until the date of payment.
- c. Offsetting of Overpayments. In making a determination the Finance Director may offset overpayments, for a period or periods, against underpayments, for another period or periods, against penalties, and against the interest on underpayments. The interest on underpayments shall be computed in the manner set forth in Section 17-10.
- d. Penalty; Negligence or Disregard of Rules and Regulations. Reserved.

- e. Penalty for Fraud or Intent to Evade. If any part of the deficiency for which a deficiency determination is made due to fraud or an intent to evade any provisions of this Ordinance or other authorized rules and regulations, a penalty of fifty percent (50%) of the total amount of taxes due, exclusive of penalties, shall be added thereto in addition to the other penalties provided in this Ordinance.
- f. Notice of Finance Director's Determination; Service of. The Finance Director, or his designated representative, shall give to the operator written notice of his determination. The notice may be served personally or by mail; if by mail such service shall be addressed to the operator at his address as it appears in the records of the Finance Director. In case of service by mail of any notice required by this Ordinance, the service is complete at the time of deposit in the United States Post Office.
- g. Time Within Which Notice of Deficiency Determination to be Mailed. Except in the case of fraud, intent to evade this Ordinance or authorized rules or regulations, or failure to make a return, every notice of a deficiency determination shall be mailed within three (3) years after the twentieth day of the calendar month following the monthly period for which the amount is proposed to be determined, or within three (3) years after the return is filed, whichever period should last expire.

**17-10- Determination if No Return Made.**

- a. Estimate of Gross Receipts. If any person fails to make a return, the Finance Director shall make an estimate of the amount of the gross receipts of the person, or as the case may be, of the amount of the total rentals in the unincorporated area of Jasper County which are subject to the tax. The estimate shall be made for the period or periods in respect to which the person failed to make the return and shall be based upon any information which is or may come to the possession of the Finance Director. Upon the basis of this estimate the Finance Director shall compute and determine the amount required to be paid the County, adding to the sum thus determined any applicable penalties. One or more determinations may be made for one or for more than one period.

- b. Manner of Computation; Offsets; Interest. In making a determination the Finance Director may offset overpayments for a period or penalties, and against the interest on the under payments. The interest on under payments shall be computed in the manner set forth in Section 17-9.
- c. Interest on Amount Found Due. The amount of the determination, exclusive of penalties, shall bear interest at the rate of one percent (1%) per month, or fraction thereof, from the twentieth day of the month following the monthly period, for which the amount or any portion thereof should have been returned, until the date of payment.
- d. Penalty for Fraud or Intent to Evade. If the failure of any person to file a return is due to fraud or an intent to evade this Ordinance or rules and regulations, a penalty of fifty percent (50%) of the amount required to be paid by the person, exclusive of penalties, shall be added thereto in addition to the other penalties provided in this Ordinance.
- e. Giving of Notice; Manner of Service. Promptly after making his determination, the Finance Director shall give the person written notice to be served personally or by mail in the manner prescribed for service of notice of a deficiency determination.

#### **17-11 - Penalties and Interest for Failure to Pay Tax.**

- a. When any operator fails to make any return or to pay the full amount of the tax imposed by this Ordinance, a penalty shall be added to the tax in the amount of five percent (5%) or \$5.00, whichever is greater, if the failure is for not more than 30 days. An additional penalty of five percent (5%) or \$5.00, whichever is greater, shall be added for each additional 30 days or fraction of 30 days during which the failure continues. The penalty for any single violation under this Section shall not exceed 25 percent (25%) or \$25.00 in the aggregate, whichever is greater. The penalty imposed herein shall be in addition to the tax, any other penalties, and interest on the unpaid tax as set forth in this Ordinance.
- b. The amount of the unpaid tax, exclusive of penalties, shall bear interest at the rate of one percent (1%) per month, or fraction thereof, from the twentieth day of the month following the monthly period, for which the amount or any portion thereof should have been returned, until the date of payment.

#### **17-12 Collection of Tax.**

- a. Security, the Finance Director May Exact; Amount; Sale Of; Notice of Sale; Return of Surplus. The Finance Director whenever he deems it necessary to insure compliance with this Ordinance, may require any person subject thereto to deposit with him such security as the Finance Director may determine. The amount of the security shall be fixed by the Finance Director but shall not be greater than twice the person's estimated average liability for the period for which he files returns, determined in such a manner as the Finance Director deems proper, or five thousand dollars (\$5,000.00), whichever amount is the

lesser.

The amount of the security may be increased by the Finance Director subject to the limitations herein provided. The Finance Director may sell the security at public auction, with the approval of the Board of Commissioners if it becomes necessary so to do in order to recover any tax or any amount required to be collected, interest or penalty due. Notice of the sale may be served upon the person who deposited the security personally or by mail; if by mail, service shall be made in the manner prescribed for service of a notice of a deficiency determination and shall be addressed to the person at his address as it appears in the records of the Finance Director. Upon any sale, any surplus above the amounts due shall be returned to the person who deposited the security.

- b. Action for Tax; Time for. At any time within three (3) years after any tax or amount of tax required to be collected becomes due and payable and at any time within three (3) years after the delinquency of any tax or any amount of tax required to be collected, the Finance Director may bring action in the courts of this State, or any other State, or of the United States in the name of the County to collect the amount delinquent together with penalties and interest, court fees, filing fees, attorney's fees and other legal fees incident thereto. The bringing of such an action shall not be a prerequisite for the issuance of a fi. fa. under the provisions of subsection (g) hereof.
- c. Duty of Successors or Assignees of Operator to Withhold Tax from Purchase Money. If any operator liable for any amount under this Ordinance sells out his business or quits the business, his successors or assigns shall withhold a sufficient portion of the purchase price to cover such amount until the former owner produces a receipt from the Finance Director showing that he has been paid or a certificate stating that no amount is due.
- d. Liability for Failure to Withhold; Certificate of Notice of Amount Due; Time to Enforce Successor's Liability. If the purchaser of a business fails to withhold purchase price as required in subsection (c), the purchaser shall become personally liable for the payment of the unpaid taxes. Within thirty (30) days after receiving a written request from the purchaser for a certificate, the Finance Director shall either issue the certificate or mail notice to the purchaser at the address as it appears on the records of the Finance Director of the amount that must be paid as a condition of issuing the certificate. The time within which the obligation of a successor may be enforced shall start to run at the time the operator sells out his business or at the time that the determination against the operator becomes final, whichever event occurs the later. Any purchaser that fails to withhold from the purchase price the amount of unpaid taxes or fails to pay any amount of such tax for which it becomes liable as a result of said purchase shall not be permitted to obtain an occupation tax certificate or alcoholic beverage license until all such taxes, including all penalties and interest, have been paid in full.
- e. Tax Credit, Penalty or Interest Paid More than Once or Erroneously or Illegally Collected. Whenever the amount of any tax, penalty, or interest has been paid more than once, or has been erroneously or illegally collected or received by

the County under this Ordinance, it may be offset as provided in Section 17-9. If the operator or person determines that he has overpaid or paid more than once, which fact has not been determined by the Finance Director he will have three (3) years from date of payment to file claim in writing stating the specific ground upon which claim is founded. The claim shall be audited by the Jasper County Finance Department. If the claim is approved by the Finance Director, the excess amount paid the County may be credited on any amounts then due and payable from, the person by whom it was paid, or his administrators or executors.

- f. Lien for Taxes. The lien of taxes collectible under the provisions of this Ordinance shall date from January 1 of the year in which the taxes become due, and the lien of such taxes shall be a special lien on the property upon which the same are due and a general lien against all property of the taxpayer owing same.
- g. County Administrator authorized to issue fieri facias. The Jasper County Administrator is hereby authorized to issue a fieri facias (fi. fa.) for execution and levy to satisfy the amount of any tax, penalty, or interest due but not paid under the provisions of this Ordinance.
- h. Eligibility for occupational tax and/or alcoholic beverage license. Any person who fails to pay the tax imposed herein to the County or fails to pay any amount of such tax required to be collected and paid to the County shall not be permitted to obtain or renew their occupation tax certificate or alcoholic beverage license until all such taxes, including all penalties and interest, have been paid in full.

#### **17-13 Administrator of Ordinance.**

- a. Authority of Finance Director. The Finance Director shall administer and enforce the provisions of this Ordinance for the levy and collection of the tax imposed by this Ordinance.
- b. Rules and Regulations. The Finance Director shall have the power and authority to make and publish reasonable rules and regulations not inconsistent with the Ordinance, other laws or ordinances of Jasper County and the State of Georgia, or the constitution of this State or the United States for the administrator and enforcement of the provisions of this Ordinance and the collection of the taxes hereunder.
- c. Records Required from Operators, etc., Form. Every operator renting guest rooms in the unincorporated area of Jasper County to a person shall keep such records, receipts, invoices, and other pertinent papers in such form as the Finance Director may require.

- d. Examination of Records; Audits. The Finance Director or any person authorized in writing by the Finance Director may examine the books, papers, records, financial reports, equipment and other facilities of any operator renting guest rooms to a person and any operator liable for the tax, in order to verify the accuracy of any return made, or if no return is made by the operator, to ascertain and determine the amount required to be paid.
- e. Authority to Require Reports; Contents. In administering the provisions of this Ordinance, the Finance Director may require the filing of reports by any person or class of persons having in such person's or persons' possession or custody information relating to rentals of guest rooms which are subject to the tax. The reports shall be filed with the Finance Director when required by the Finance Director and shall set forth the rental charged for each occupancy, the date or dates of occupancy, and such other information as the Finance Director may require.
- f. Disclosure of Business of Operators, etc., Limitation on Rule. The Finance Director or any person having an administrative duty under this Ordinance shall not make known in any manner the business affairs, operations or information obtained by an audit of books, papers, records, financial reports, equipment and other facilities of any operator or any other person visited or examined in the discharge of official duty, or the amount or source of income, profits, losses, expenditures, or any particular thereof, set forth or disclosed in any return, or to permit any return or copy thereof or any book containing any abstract or particulars thereof to be seen or examined by any person not having such administrative duty under this Ordinance, except in case of Judicial proceedings or other proceedings necessary to collect the tax hereby levied and assessed, or as required by the Georgia Open Records Act. Successors, receivers, trustees, executors, administrators, assignees and guarantors, if directly interested, may be given information as to the items included in the measure and amount of unpaid tax or amounts of tax required to be collected, interest and penalties.

#### **17-14 Severability.**

If any section, subsection, sentence, clause, phrase or a portion of



this Ordinance shall be declared invalid or unconstitutional by any court of competent jurisdiction, or if the provisions of any part of this Ordinance as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional by any court of competent jurisdiction, or if the provisions of any part of this Ordinance as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the portions of this Ordinance not so held to be invalid, or the application of this Ordinance to other circumstances not so held to be invalid. It is hereby declared as the intent that this Ordinance would have been adopted had such invalid portion not been included herein.

**17-15 Violations.**

Any person violating any of the provisions of this Ordinance shall be deemed guilty of an offense and upon conviction thereof shall be punished as provided in Section 1-11 of the Code of Ordinances of Jasper County. Each such person shall be guilty of a separate offense for each and every day during any portion of which any violation of any provision of this Ordinance is committed, continued, or permitted by such person, and shall be punished accordingly.

Any operator or other person who fails to register as required herein, or to furnish any return required to be made, or who fails or refuses to furnish a supplemental return or other data required by the Finance Director or who renders a false or fraudulent return shall be deemed guilty of an offense and upon conviction thereof shall be punished as aforesaid. Any person required to make, render, sign, or verify any report who makes any false or fraudulent report, with intent to defeat or evade the termination of an amount due required by this Ordinance to be made shall be deemed guilty of an offense and upon conviction thereof shall be punished as aforesaid.

**17-16 Effective Date.**

This Ordinance shall become effective upon the 1st day of January, 2020. Amendments to this Ordinance shall become effective upon the date specified by the Jasper County Board of Commissioners when said amendment is adopted.

**17-17 Repealer Clause.**

All ordinances or parts of ordinances in conflict with this Ordinance, and not preserved hereby, are hereby repealed.

**Old Business – Item 1:**

**Agenda Request – Jasper County BOC**

**Department:** Board of Commissioners

**Date:** December 2, 2019

**Subject:** Jasper County Recreation Board Appointment

**Summary:**

The Jasper County Recreation Board is a 9-member Advisory Board. The Recreation Board has one (1) vacancy as a result of an unexpired term that needs to be filled. The term will expire in July 2020.

Staff has advertised for volunteers that are willing to serve on the Recreation Advisory Board.

At their November 4, 2019 meeting the Board of Commissioners voted to table this item until the December Meeting.

The following people expressed an interest:

Michael Fleming  
Sam Dyche  
Derreck Bartlett  
Austin Sullivan  
Rachelle Stanionis  
Melvin Minter

**Background:**

The Jasper County Recreation Department is in need of one new Board member to fill an unexpired term through July 2020.

**Cost:** None

**Recommended Motion:**

Board Discretion

## Sharon Robinson

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**From:** Michael Fleming <mfleming1035@gmail.com>  
**Sent:** Tuesday, October 22, 2019 8:14 AM  
**To:** Sharon Robinson  
**Subject:** Rec Board

Mrs. Robinson,

My name is Michael Fleming and I am new to Jasper County. What all do you need so I can try and be on the Jasper County Recreation department board? Thank you for your time and hope to hear from you soon

Michael Fleming

## Sharon Robinson

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**From:** Sam Dyche <samdyche2@att.net>  
**Sent:** Tuesday, October 22, 2019 10:08 PM  
**To:** Sharon Robinson  
**Subject:** Volunteer

Hello,

My name is Sam Dyche. I'm interested in the volunteer position and would like more information on the tasks and expectations of the position.

Qualifications:

- USMC mortarman 2001-2005
- Deployed to Okinawa, Japan- 2002
- Deployed to Mount Fuji, Japan- 2002
- Deployed to Iraq- 2004
- Section leader in charge of 19 Marines including more than 160 successful raid/ high profile missions on high profile targets in Al Anbar Province, Iraq, including a Navy Marine Corps Achievement Medal for most successful missions in theater.
- Three meritorious promotions to the rank of Corporal in my first 3 years of service.
- Trained as a USMC sniper
- Member of International Union of Elevator Constructors Local 32, in good standing on my dues
- Promoted to Temporary Mechanic and Mechanic In Charge of three elevator crews on my current job
- I have 20 years of carpentry/construction experience and can build/ repair almost anything given the proper instruction

Contact:  
Samdyche2@att.net

Thank you for your consideration.

Respectfully,

Sam Dyche

[Sent from AT&T Yahoo Mail for iPhone](#)

## Sharon Robinson

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**From:** dbartlett newtonsheriffga.org <dbartlett@newtonsheriffga.org>  
**Sent:** Thursday, October 24, 2019 8:51 PM  
**To:** Sharon Robinson  
**Subject:** Jasper County Recreational Board member

Ms. Robinson,

My name is Derreck Bartlett and I am sending this email in regards to the open position on the recreation board. I would like to advise you of my interest in being on the board. I am unclear as to the necessary qualifications required.

Both of my children actively participate in multiple sports all year and I would like to be more involved within the recreation department. I have spent the last three years either head coaching or being an assistant coach for baseball, football, and softball.

As stated above, I honestly have no clue as to what the Board governs. At this time I do not know what qualifications are needed. I am CPR certified and renew my certification every year. Being employed by the Newton County Sheriffs Department, I am skilled in de-escalation techniques. I also have previous years of team management and multiple years of experience running multiple crews and balancing budgets for multiple job sites as a foreman while employed as an industrial painter.

If considered for the position, I can be contacted by email or on my cell phone. My cell phone number is 470-417-0398. Thank you for you consideration.

Derreck Bartlett.

## Sharon Robinson

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**From:** Austin Sullivan <sullivanAustin212@gmail.com>  
**Sent:** Tuesday, October 29, 2019 3:22 PM  
**To:** Sharon Robinson

Hi Sharon, My name is Austin Sullivan I have lived in Jasper Co. For 12 Yrs. And graduated from Jasper High in 09'. I have a wife and 3 kids. A adopted 9 yr old and two 9 month older Twins. My 9yr old has played soccer for the last 4 yrs. I know several ppl around our community and down at the Rec Dept. I am 28 yrs old and would be interesting to volunteer for the recreation board. Thanks Austin Sullivan

October 28, 2019

Jasper County Board of Commissioners

126 W Greene Street, Suite 110

Monticello, GA 31064

Dear BOC,

As a team mom and dedicated community member, I was thrilled to see your posting for a volunteer to fill the open seat on the Recreation Board. The position has been posted several times over the last few years and each time I think a little more about volunteering for it. The recreation department has seen a lot of changes over the last several months. We have recently had some issues arise that have left our community questioning our recreation department and its commitment to our children. That is why after much consideration I have decided to submit my letter of interest for the vacant seat on the Recreation Board.

My son has played multiple sports with the Jasper County Recreation Department for years now. His dad has coached for the last couple of years. I work for the Jasper County Charter System so I know a lot of the kids who play for this county. I absolutely love Jasper and brag about our beloved small town frequently. I am very dedicated to our wonderful community and am always looking for ways to become more involved. Prior to moving to Monticello, my son played sports in Newton County for a couple of years. Sports wise making the adjustment from Newton to Jasper was quite a change. The more involved we have become with Jasper's recreation department the more involved I want to be. I know with the right help our recreation department can grow into so much more.

This last sports season there was quite an uproar amongst parents and a lot of disappointment with the rec and how the board handled one particular situation. That particular situation is a big reason as to why I finally decided to submit my letter of interest. It was unfortunately not a onetime issue. It is an issue I have seen in the past over several seasons. Now as my family prepares for another basketball season with the rec, we hear more and more how our friends are unsure if they want their children playing for the Jasper County Recreation Department right now. That truly hurts my heart. I love our community and our rec. The county has plans for an expansion. I wholeheartedly believe now is our time but instead we have families looking to Newton or Butts County to play sports.

Several years ago I did marketing and community relations for Kohl's Department Stores. I can bring those years of knowledge to this board. When I look at our rec, I see big things. I see what it could be and what it should be. I want to see our recreation department succeed and expand. I want to see the kids in our community have fun and learn not just how to play sports but how to have good sportsmanship and be a great team member. As someone who has also served as a team mom for multiple sports and been the parent of the child playing for someone else, I see both sides of the issues

facing our rec department. I believe my knowledge and love of this community can be a huge asset for our rec department. I am truly committed to assisting our rec overcome past concerns and expand into the amazing institution it can become.

I would welcome the opportunity to assist Roger Minter and the Recreation Board in being the very best it can be.

Thank you for your consideration,

Rachelle Stanionis

[Rstan521@gmail.com](mailto:Rstan521@gmail.com)

[REDACTED]

[REDACTED]



Ms. Robinson

I would like to express my interest in serving on the Jasper County Recreation Board.

Thank you,

Melvin Minter.

*Melvin Minter*

**New Business – Item 1:**

**Agenda Request – Jasper County BOC**

**Department:** Board of Commissioners

**Date:** December 2, 2019

**Subject:** Proclamation: Declaring December 7, 2019 as “Centennial Farm and Family Day”

**Summary:**

The Monticello Crossroads Grand Opening will include a reading of a Proclamation “Centennial Farm and Family Day” during its Grand Opening Celebration on December 7.

The Grand Opening will also include the presentation of Centennial Farm and Family Certificates.

**Background:**

Centennial Farm and Family Day is a day honoring and recognizing farms and families that have been located in Jasper County for the past one hundred years.

**Cost:**

None

**Recommended Motion:**

Motion to Proclaim December 7, 2019 as “Centennial Farm and Family Day” in Jasper County.

# PROCLAMATION

**WHEREAS**, the County of Jasper County, Georgia was founded in 1807,

**WHEREAS**, during the past century and throughout its history, agriculture has been a significant economic activity in Jasper County.

**WHEREAS**, the families that have continuously resided in Jasper County for one-hundred years have enriched and contributed to the cultural, economic, political, and social advancement of this community.

**WHEREAS**, on Saturday, December 7, 2019, the cities of Monticello, Shady Dale, and Jasper County will be celebrating the grand opening of the Smithsonian Institution's *Crossroads: Changes in Rural America* exhibition.

**NOW THEREFORE BE IT PROCLAIMED**, that the Jasper County Board of Commissioners expresses our appreciation to the farms and families that have continuously resided in Jasper County and celebrate their rich histories by declaring December 7, 2019, "Centennial Farm and Family Day" in Jasper County.

Given, this 2nd day of December in the year of our Lord 2019.

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Carl Pennamon, Chairman

Attest:

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County Clerk

## New Business – Item 2:

### Agenda Request – Jasper County BOC

**Department:** Planning and Zoning

**Date:** December 2, 2019

**Subject:** Annual Alcohol License Renewals for 2020

### Summary:

- Application number 2019-A-001 - **Tyson's Country Store**, located at 22044 Hwy 11 North. Name of applicant: Lisa Whitaker Wilkerson – Retail sales of beer and wine – Renewal
- Application number 2019-A-002 - **Lakeview Marina**, located at 8726 Jackson Lake Road Monticello, Ga 31064. Name of applicant: Shabanali Jabbarcheloei – Retail sales of beer and wine – Renewal
- Application number 2019-A-003 - **Lakeview Restaurant**, located at 8726 B Jackson Lake Road Monticello, Ga 31064. Name of applicant: Shabanali Jabbarcheloei – Pouring license for distilled spirits, beer, and wine. – Renewal
- Application number 2019-A-004 - **Frank's Restaurant**, located at 11818 Hwy 212 West Covington, Ga 30014. Name of applicant: Vivian Castellana Fuller – Pouring license for distilled spirits, beer, and wine. – Renewal
- Application number 2019-A-005 - **Turtle Cove POA**, located at 222 Clubhouse Drive Monticello, Ga 31064. Name of applicant: Lucinda M. Bryant – Pouring license for distilled spirits, beer, and wine. – Renewal
- Application number 2019-A-006 - **Convenience Stores, Inc dba Larry's 4 way**, located at 9160 Hwy 212 West Monticello, Ga 31064. Name of applicant: Joann Hedrick – Retail sales of beer and wine. – Renewal
- Application number 2019-A-007 - **Bear Creek Marina Restaurant**, located at 60 Bear Creek Marina Road Mansfield, Ga 30055. Name of Applicant: John Herman-Pouring License for Distilled Spirits, Beer and Wine. - Renewal

**Cost:** None

### Recommended Motion:

Board's Discretion

**New Business – Item 3:**

**Agenda Request – Jasper County BOC**

**Department:** Tax Assessor

**Date:** December 2, 2019

**Subject:** Triple Point Engineering Landfill Compliance and Engineering Consulting Services

**Summary:**

Triple Point Engineering has provided a scope of services and fee proposal for Compliance and Engineering Services for the Jasper County Municipal Solid Waste (MSW) and the Construction/Demolition/Industrial (CDI) landfills.

**Background:**

Jasper County has a closed MSW landfill and an operating CDI landfill that requires compliance and engineering services as required by EPD.

**Cost:**

FY 2020 Services Agreement Cost - \$56,900  
Engineering cost included in FY 2020 Landfill Budget

Additional cost to be determined based on additional work requested by Jasper County BOC.

**Recommended Motion:**

Authorize Chairman to sign the Triple Point Engineering Services Agreement, as presented, for compliance and engineering services at the Jasper County Municipal Solid Waste landfill and the Construction/Demolition/Industrial landfill for FY 2020.

October 15, 2019

Mr. Mike Benton  
County Manager  
Jasper County Board of Commissioners  
126 West Greene Street  
Monticello, Georgia 31064

Re: Scope of Services and Fee Proposal  
Landfill Compliance & Engineering Consulting Services 2019-2020  
Jasper County MSW and C&D&I Landfills  
TPE BD No. JCO-1015-19

Dear Mr. Benton:

Triple Point Engineering, Inc. (TPE) is pleased to provide this scope of services and fee proposal for Compliance & Engineering Services at the Jasper County Municipal Solid Waste (MSW) and Construction/Demolition/Industrial (CDI) landfills. We appreciate the opportunity to provide professional consulting services for Jasper County.

### **SCOPE OF SERVICES**

The following scope of services are broken down by task:

- Task 1 –Semi-Annual Groundwater Sampling, Analysis, and Reporting
- Task 2 – Monthly Landfill Gas (Methane) Monitoring and Reporting
- Task 3 – Storm Water Monitoring & Inspections
- Task 4 –Corrective Measures Monitoring
- Task 5 – On-Call Landfill Consulting/Planning

## Task 1 –Semi-Annual Groundwater Sampling, Analysis, and Reporting

Semi-annual events are scheduled for June/December of each year. TPE will collect groundwater samples from the compliance monitoring wells at both the closed MSW and the active CDI landfills twice for each annual compliance period.

Prior to sample collection, each well will be purged with a pump in accordance with an EPA approved micropurge method to minimize sample turbidity. A calibrated meter with flow cell will be used to record specific conductivity, pH, temperature, dissolved oxygen, oxidation-reduction potential, and turbidity at timed intervals to demonstrate stabilization. In addition, surface water samples will be collected from the four designated sampling locations if water is present for sample collection. In these samples specific conductivity, pH, temperature, turbidity, and dissolved oxygen will be field-measured. Water samples will be placed in a cooler on ice and sent with chain-of-custody documentation to a subcontracted laboratory.

For the second semi-annual event (to be completed in December 2019), groundwater samples will be collected from 21 monitoring wells (GWA-1, GWA-2, GWC-1R, GWC-2R, GWC-3R, GWC-4, GWC-5R, GWC-7, GWC-8R, GWC-9, GWC-10, GWC-11, GWC-11R, GWC-12, GWC-13, GWC-14, GWC-15, GWC-16, GWC-17, GWC-18, and GWC-19). Surface water samples will be collected from four locations (SWA-1, SWA-1R, SWB-1, and SWC-1). Groundwater samples, surface water samples, and an equipment blank will be submitted for analysis of Appendix I volatile organic compounds (VOCs) and metals. Groundwater samples from a subset of six wells (GWA-1, GWC-1, GWC-2, GWC-3R, GWC-4, and GWC-10) will be submitted for analysis of the full Appendix II list of organics and in-organics. Groundwater samples from a subset of two wells (GWC-7 and GWC-8R) will be submitted for analysis of mercury. Groundwater samples from a subset of nine wells (e.g. compliance wells for the CDI landfill: GWA-2, GWC-7, GWC-8R, GWC-9, GWC-14, GWC-15, GWC-16, GWC-17, and GWC-18) will be submitted for analysis of formaldehyde, phthalates, and cyanide. Due to the recent detections of  $\alpha$ -BHC in several wells, groundwater samples from GWC-11 and GWC-11R will also be submitted for analysis of Appendix II pesticides (which includes  $\alpha$ -BHC). The analysis of monitored natural attenuation (MNA) parameters identified in the Corrective Action Plan (CAP) will be completed in four wells (GWA-1, GWC-1R, GWC-3R, and GWC-10). The MNA parameters nitrate, ferrous iron, sulfate, carbon dioxide, and chlorides will be analyzed in the field with HACH test kits; the MNA parameters methane/ethane/ethene and TOC will be submitted to a subcontract laboratory for analysis. The surface water samples will also be submitted for

analysis of formaldehyde, cyanide, phthalates, COD, TOC, chloride, TSS, and mercury. Water levels will be obtained from all compliance monitoring wells.

For the first semi-annual event (to be completed in June 2020), groundwater samples will be collected from 17 monitoring wells (GWA-1, GWA-2, GWC-1, GWC-2R, GWC-3R, GWC-4, GWC-5R, GWC-7, GWC-8, GWC-9, GWC-10, GWC-14, GWC-15, GWC-16, GWC-17, GWC-18, and GWC-19). Surface water samples will be collected from four locations (SWA-1, SWA-1R, SWB-1, and SWC-1). Groundwater samples, surface water samples, and an equipment blank will be submitted for analysis of Appendix I volatile organic compounds (VOCs) and metals. Groundwater samples from a subset of two wells (GWC-7 and GWC-8R) will be submitted for analysis of mercury. Groundwater samples from a subset of nine wells (e.g. compliance wells for the CDI landfill: GWA-2, GWC-7, GWC-8R, GWC-9, GWC-14, GWC-15, GWC-16, GWC-17, and GWC-18) will be submitted for analysis of formaldehyde, phthalates, and cyanide. Due to the recent detections of  $\alpha$ -BHC in several wells, groundwater samples from GWC-11 and GWC-11R will also be submitted for analysis of Appendix II pesticides (which includes  $\alpha$ -BHC). The surface water samples will also be submitted for analysis of formaldehyde, cyanide, phthalates, COD, TOC, chloride, TSS, and mercury. Water levels will be obtained from all compliance monitoring wells.

Full laboratory QA/QC documentation will include summaries of surrogate recoveries and matrix spike/matrix spike duplicate recoveries. Personnel collecting samples from the landfills will have a minimum of 24 hours of Hazardous Waste Operations and Emergency Response (HAZWOPER) training in accordance with OSHA 1910.120.

Upon receipt of the laboratory report, TPE will statistically evaluate the data to determine if the facilities are in compliance with the Georgia Rules for Solid Waste Management. A potentiometric surface map will be generated from groundwater elevation data, and a flow rate will be recalculated based on the gradient. Upon completion of the evaluation, TPE will prepare a separate report for submittal to the Georgia EPD for each facility. The reports will contain a certification statement signed by TPE as a duly authorized agent of the County. Following the 2<sup>nd</sup> Semi-Annual Event, an evaluation of the CAP and MNA will be completed as part of the Semi-Annual Report.

To facilitate reimbursement under the Hazardous Site Response Act (HSRA) Trust Fund, the costs for groundwater sampling, analysis, and reporting will be broken down into two sub-tasks as non-reimbursable and reimbursable costs.



## **Task 2 – Monthly Perimeter Landfill Gas (Methane) Monitoring & Reporting**

The approved landfill gas monitoring plan for the facility includes 26 monitoring points; 16 of these locations are wells, 4 of these locations are bar hole punch, and 6 of these locations are ambient (inside buildings/structures). TPE will provide landfill gas monitoring services at the landfills on a monthly basis until the facility can revert to a quarterly schedule. The results of the landfill gas monitoring events will be communicated to the Owner and the EPD on SWM-19 forms within two weeks following each landfill gas monitoring event, and will include a recent potentiometric surface map and table of well construction data.

## **Task 3 – Storm Water Monitoring & Inspections**

TPE will provide the following services to assist the County comply with the requirements of the Storm Water Pollution Prevention Plan (SWP3):

Effluent Limitations Monitoring: Annually, a grab sample of storm water discharge will be collected from outfall SW-1. All required monitoring will be performed on a storm event that is greater than 0.1 inch of rainfall (measurable storm event) that results in an actual discharge from the facility that follows the preceding measurable storm event by at least 72 hours. Samples will be submitted to a subcontracted laboratory for the analysis of biochemical oxygen demand (BOD), total suspended solids (TSS), ammonia, alpha terpineol, benzoic acid, p-cresol, phenol, total zinc, and pH.

TPE will advise the County if any discharge exceeds any of the effluent limits listed. If exceedances occur, follow-up monitoring must be conducted within 30 calendar days of implementing corrective action. If the follow-up monitoring exceeds any effluent limits, Jasper County must notify EPD within 30 days and note the exceedance on the annual report submittal. Effluent limit monitoring must continue quarterly until the discharge is in compliance with the effluent limit. Follow-up monitoring, if required, will be performed in accordance with the attached Schedule of Fees.

Routine Facility Inspections: TPE will inspect and areas of the facility no less than once each calendar quarter. During each inspection, the forms included in Appendix H of the SWP3 will be completed. The forms contain a provision for follow-up procedures so that appropriate actions are taken and documented in response to the inspections. The routine facility inspection will be conducted during a period when a storm water discharge is occurring.

Quarterly Visual Assessment of Storm Water Discharges: TPE will conduct visual examinations of the storm water discharged from SW-1 during normal facility operation on a quarterly basis. Samples will be collected in clean, clear glass or plastic containers. They will be collected within the first 30 minutes (or as soon thereafter as practical with the reason for the delay documented) of when runoff begins discharging. The presence of the following parameters will be noted: color, odor, turbidity, floating solids, settled solids, suspended solids, foam, oil sheen, or other obvious indicators of storm water pollution. Results of the visual examinations will be recorded on the appropriate forms included in Appendix I of the SWP3.

If samples cannot be collected over the course of a quarter because of adverse climatic conditions, the reason for not performing the visual examination will be noted in the assessment records. Adverse weather conditions that may prohibit the collection of samples include conditions that create dangerous conditions for personnel (e.g. local flooding, high winds, hurricanes, tornadoes, electrical storms, etc.) or otherwise make the collection of a sample impracticable (drought, extended frozen conditions, etc.).

Comprehensive Site Inspections: TPE will conduct an annual comprehensive site inspection (because the comprehensive site inspection includes all of the components of the routine, quarterly inspections, the comprehensive site inspection will be conducted in lieu of the quarterly inspections).

#### **Task 4 –Corrective Measures Monitoring**

In response to detected concentrations of BHC isomers (pesticides), one deep well (GWC-19A) has been installed adjacent to GWC-19 in an effort to define the vertical extent, and three wells (CW-1, CW-2, and CW-3) were installed down-gradient of GWC-19 in an attempt to delineate the horizontal extent. Small diameter piezometers were installed in the tributary to Pearson Creek for hydrogeologic characterization. TPE will collect groundwater samples from these wells during both semi-annual groundwater sampling events and submit them for laboratory analysis of Appendix I VOCs and metals (plus mercury) and Appendix II pesticides. The wells will be purged with a low-flow, low-stress pumping method, and MNA parameters (nitrate, ferrous iron, sulfate, carbon dioxide, and chlorides) will be analyzed in the field with HACH test kits. Samples for MNA parameters methane/ethane/ethene and TOC will also be collected and submitted to a subcontract laboratory for analysis. Costs for this task are all reimbursable under the HSRA trust fund, should the County decide to volunteer the MSW landfill for inclusion in the Hazardous Site Index (HSI) and apply for reimbursement costs.

### **Task 5 –On-Call Landfill Consulting/Planning**

This will include services for engineering assistance associated with compliance and closure issues at the landfill that are not covered by the scope of services outlined in the above tasks. Presently there are 8 issues that will require attention within the next six to twelve months:

- 1) An evaluation of remedial measures for subsurface migration of methane will need to be submitted to the EPD. This will include documentation on the locations and construction of the passive vent trenches, a determination as to their effectiveness for mitigating subsurface methane migration in the areas where the landfill has been out of compliance, and recommendations for additional mitigation efforts, if necessary. TPE recommends a budget amount of \$4,000 for this work.
- 2) A minor modification will need to be submitted to document the approved monitoring locations for all groundwater, surface water, and methane monitoring points for the landfill. TPE recommends a budget amount of \$2,500 for this work.
- 3) The groundwater Corrective Action Plan (CAP) for the MSWL needs to be reviewed and updated; a minor modification will also need to be submitted to finalize the sampling schedule regarding assessment wells and monitored natural attenuation parameters. TPE recommends a budget amount of \$4,500 for this work, which would be eligible for reimbursement under the HSRA Trust Fund.
- 4) TPE recommends that Jasper County takes steps to add the MSWL to the Georgia EPD Hazardous Site Inventory (HSI) so that costs for Appendix II sampling, monitored natural attenuation sampling, and future assessment activities can be submitted for reimbursement through the Hazardous Waste Response Act (HSRA) Trust Fund. This will involve submitting a release notification form to the EPD. TPE can assist Jasper County with this process and help with documentation for submitting a reimbursement application for costs to date; this should be completed no later than March 2020 if the County decides to pursue this route. TPE recommends a budget amount of \$3,000 for this work.
- 5) Assistance with re-creating the operating record for both the MSW and CDI landfills that was lost in the scale-house fire.

Costs to address these and any future issues that may arise will be variable and to a degree will be dependent on each other. As such, costs to complete these tasks cannot be determined on a lump sum basis at this time.

**TIME OF PERFORMANCE**

The services of the Engineer shall commence immediately. Groundwater monitoring will be completed in December 2019 and June 2020, with report submission within 6 weeks following sampling. Methane monitoring will be completed monthly with report submission within 2 weeks of monitoring.

**COMPENSATION**

The Engineer will be paid on a monthly basis for work completed.

**Task 1a – Semi-Annual Groundwater Sampling, Analysis, and Reporting**  
*(non-reimbursable costs under the HSRA Trust Fund)*

2 <sup>nd</sup> Semi-Annual Event 2019 (December event)	\$13,500.00
1 <sup>st</sup> -Semi Annual Event 2020 (June event)	\$13,500.00

**Task 1b – Semi-Annual Groundwater Sampling, Analysis, and Reporting**  
*(reimbursable costs under the HSRA Trust Fund)*

2 <sup>nd</sup> Semi-Annual Event 2019 (December event)	\$10,000.00
1 <sup>st</sup> -Semi Annual Event 2020 (June event)	\$ 6,000.00

**Task 2 – Monthly Landfill Gas (Methane) Monitoring & Reporting**

\$750/event x 12 events (October 2019 to September 2020)	\$ 9,000.00
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**Task 3 –Storm Water Monitoring & Inspections**

Monitoring (annual event)	\$ 1,450.00
Inspections \$850/event x 3 events (Mar 2020, June 2020, and Sep 2020)	\$ 2,550.00
Inspection \$900/annual event (Dec 2019)	\$ 900.00

**Project Total** **\$56,900.00**

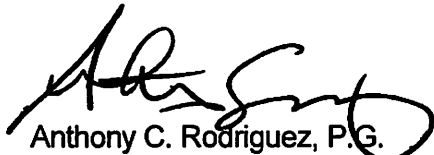
Task 4 –Corrective Measures Monitoring will be completed on a time and expense basis in accordance with our Schedule of fess, attached. Our opinion of probable costs for this task is \$3,500.00. All of these costs would be eligible for reimbursement under the HSRA Trust Fund.

Task 5 – On-call services for landfill consulting and planning will be completed on a time and expense basis in accordance with our Schedule of fees, attached.

If this proposal is acceptable, please sign the enclosed Confirmation of Assignment (COA) between TPE and the County. Receipt of the signed COA will serve as notice to proceed. TPE appreciates the opportunity to be of service to you; if you have any questions or if we can provide additional information to aid in your evaluation of this proposal, please call and we will be glad to sit down and discuss them with you.

Sincerely,

**Triple Point Engineering, Inc.**

  
Anthony C. Rodriguez, P.G.  
Principal Geologist

*Kent S. McCormick*  
Kent S. McCormick, PE  
Principal Engineer

enclosures



5223 Riverside Drive, Suite 101 / Macon, GA / 31210

Reply to: Anthony C. Rodriguez, P.G.

**CONFIRMATION OF ASSIGNMENT**

Client: Jasper County Board of Commissioners

Project Name & Location Compliance and on-call Services for the MSW & C&D Landfills

Proposal Number & Date JCO 1015-19, dated 10-15-19

Scope of Services (Services) See Attached Proposal JCO 1015-19

Attachment(s) Included Schedule of Fees (SOF)

Fee Amount Tasks 1-3 Lump Sum \$56,900; Task 4 & 5 Hourly/SOF Method of Payment: Upon Receipt

**FOR PAYMENT AND APPROVAL OF CHARGES:**

Charge Invoice to the Account of:  
 Firm: Jasper County Board of Commissioners  
 Address: 126 W. Greene Street, Ste 18 City: Monticello  
 State: GA Zip Code: 31064 Phone Number 706-468-4900  
 Attention: Carl Pennamon Title: Chairman, BOC

**FOR DELIVERY OF SERVICES SEND MATERIALS TO:**

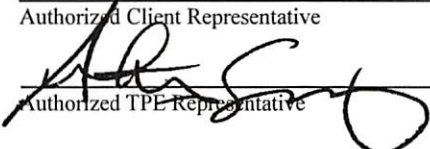
Firm: Same as above  
 Address: \_\_\_\_\_ City: \_\_\_\_\_  
 State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
 Attention: \_\_\_\_\_ Title: \_\_\_\_\_

**CONDITIONS:**

1. Triple Point Engineering, Inc. (TPE) will provide services in accordance with applicable codes and bylaws and will provide and exercise the standard of care, skill, and diligence required by customarily accepted professional practices and procedure normally provided in the performance of the services contemplated in this agreement at the time and the location in which the services were performed.
2. Fees for services will be performed at time basis rates unless noted otherwise.
3. Reimbursable expenses are in addition to fees for performance of services and include actual expenditures by TPE for all charges incurred during the performance of the services. An administrative charge will be added to all reimbursable expenses.
4. Invoices for fees and reimbursable expenses are due and payable by the client within thirty days of the date of the invoice without hold back. Interest on overdue accounts will be charged at the rate of 2% per month. TPE reserves the right to discontinue services in the event of non-payment by the client. Client will also pay any cost of collection, including reasonable attorney's fees, if invoices are collected by law or through any attorney at law.
5. If the project is suspended for more than thirty calendar days in the aggregate, TPE shall be compensated for services performed and charges incurred prior to receipt of notice to suspend and, upon resumption, and equitable adjustment in fees to accommodate the demobilization and remobilization costs.
6. TPE's liability to the client, howsoever caused, is limited to the total amount of fees received hereunder or \$50,000, whichever is less. As the client's sole and exclusive remedy under this agreement, any claim, demand, or suit shall be directed and/or asserted only against TPE and not against any of TPE's employees, officers, or directors.
7. Fees indicated do not include any value added or sales taxes such as Goods and Services Tax which will be added to all invoices.

**PROPOSAL ACCEPTANCE:**

As evidenced by the signatures below, the client authorizes TPE and TPE agrees to carry out the services in accordance with the Conditions shown above.

Authorized Client Representative	Name (please print)	Date
	<u>Anthony C. Rodriguez</u>	<u>10/15/19</u>
Authorized TPE Representative	Name (please print)	Date

## TERMS AND CONDITIONS

### 1. WARRANTY AND LIABILITY

A. **Standard of Care** — Triple Point Engineering, Inc. will perform the Scope of Authorized Services set forth in this agreement and in any subsequent change order ("Services") as an independent contractor, using that degree of skill and care ordinarily exercised under similar conditions by reputable members of Triple Point Engineering, Inc.'s profession practicing in the same or similar locality at the time of performance. NO OTHER WARRANTY, EXPRESS OR IMPLIED, IS MADE OR INTENDED, AND THE SAME ARE SPECIFICALLY DISCLAIMED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Any claim that Client may bring against Triple Point Engineering, Inc. with respect to the Services to be performed by Triple Point Engineering, Inc. must be commenced within one (1) year after the date on which Client first knew or should have known of the deficient Services upon which the claim is based.

B. **Limitation of Liability** — The inclusion of this limitation of liability provision is a material consideration for Triple Point Engineering, Inc.'s willingness to perform the services. To the maximum extent permitted by law, client expressly agrees, for itself and anyone claiming by, through or under it, that the liability of the indemnities, for any and all causes of actions whatsoever, including, without limitation, tort, contract, strict liability, indemnity or otherwise, arising out of, or in connection with, any professional services performed pursuant to this agreement, shall be limited to the aggregate sum, including amounts paid to any third party(ies) to whom deliverables are provided, attorneys' fees and all other litigation costs and expenses, if any, of fifty-thousand dollars (\$50,000) or the total fees paid to Triple Point Engineering, Inc. by client under this agreement, whichever is less. Client acknowledges that it has had the opportunity to negotiate the terms of this limitation of liability and that the limitation amount may differ from the amount of professional liability insurance required of Triple Point Engineering, Inc. under this agreement.

C. **Claims** — In the event that Client makes a claim against our company at law or otherwise, for any alleged error, omission or other act arising out of the performance of these professional services and Client does not succeed in obtaining judgment thereon, or if legal action is brought by our company against Client to enforce any of the obligations hereunder and we succeed in obtaining judgement against Client thereon, then, in either event, Client shall pay all costs incurred by us, including but not limited to staff time, attorney's fees, court costs and all other claim-related expenses.

2. **FIELD MONITORING** - Client understands that our company may make on-site observations appropriate to the work or construction stage. If used in the Proposal or other contract documents, the words "supervision", "inspection", or "control" are used to mean periodic observation of the work and the condition of tests to verify substantial compliance with the plans, specifications and design concepts. Monitoring by our employees does not mean that our company is observing placement of all materials. Unless otherwise specified, all firms providing services on the project are direct contractors of the Client, and Client agrees that our company will not assume responsibility for any Contractor's means, methods, techniques, sequences or procedures of construction and that the field services provided by our company will not relieve any Contractor of its responsibilities for performing the work in accordance with the plans and specification.

3. **SAFETY** - Should Client or its contractors be conducting activities on the Site, our company shall not be responsible for site safety and shall have no right or obligation to direct, interfere with, or stop the work of Client's contractors, agents, or employees. Should our company provide observations or monitoring services at the job site during construction, Client agrees that, in accordance with generally accepted construction practice, the Contractor, or Client, will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of work and compliance with OSHA regulations, and these regulations will apply continuously and will not be limited to working hours. Any monitoring of the Contractor's procedures conducted by our company does not include review of the adequacy of the Contractor's safety measures in, on, adjacent to, or near the project Site.

4. **REPRESENTATIONS OF CLIENT** - Client warrants that sufficient funds are available or will be available upon receipt of our invoices to make payment in full for the services rendered. Where necessary to the services to be performed, Client agrees to furnish our company with all data, reports, maps, surveys, and other materials and information which are accessible to Client regarding the property which is the subject of the services. Client warrants that no information material to the performance of the services has been withheld, and that all information provided to our company regarding the project and project location are complete and accurate to the best of Client's knowledge. Client agrees to provide our company and its agents, subcontractors and consultants and their equipment a right of entry onto the project Site and permission to perform the services included in this Agreement.

5. **PROJECT SITE** — Reasonable precautions will be taken to minimize damage to the Project Site from our company's activities and use of equipment. Client recognizes that the performance of the services may cause alteration or damage to the Site which is inherent in the work, and that Client will not look to us for reimbursement or hold our company liable or responsible for any such alteration or damage. Should Client not be owner of the property, then Client agrees to notify the owner of the aforementioned possibility of unavoidable alteration and damage and to indemnify and defend our company against any claims by the owner or persons having possession through the owner which are related to such alteration or damage.

6. **UNFORESEEN OCCURRENCES** - If during the performance of services hereunder, any unforeseen hazardous substance material, element or constituent or other unforeseen conditions or occurrences are encountered which, in our company's sole judgment, significantly affects or may affect the services, the risk involved in providing the services or the recommended scope of services, we will promptly notify Client thereof. Subsequent to such notification, we may (a) if practicable, in our judgment and with approval of Client, complete the original scope of services in accordance with the procedures originally intended in the Proposal; (b) Agree with Client to modify the scope of services and the estimate of charges to include study of the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the parties and incorporated herein; or (c) Terminate the services effective on the date of notification pursuant to the terms of Termination of Contract.

7. **CHANGES IN SCOPE** - In the event the nature, scope, or schedule of the work is altered in a way (a) that will have a material, demonstrable effect on our company's costs, or (b) that causes our company to make substantial changes in documents that have been properly prepared at the time of such change, or (c) in the event our company is prevented by Client from performing the services and such delay extends for a period of time exceeding thirty (30) days, our company shall be entitled to an equitable adjustment in its fees.

8. **HAZARDOUS SUBSTANCES** - Client agrees to advise our company prior to its beginning work of any known hazardous substances on or near the Site and any other condition that may pose a threat to human health or safety or the environment. In the event that test samples obtained during the work contain substances hazardous to health, safety or the environment, the samples remain the property of the Client. Likewise any equipment contaminated during the work which cannot be reasonably decontaminated shall become the property and responsibility of Client. Such samples and/or equipment will be delivered to Client. Client agrees to pay transportation costs for samples and equipment and the fair market value of contaminated equipment. Unless otherwise specified in the contract documents, it is understood and agreed that this Agreement does not contemplate handling of or use of any hazardous waste material or substance by our company. Therefore, owner agrees to hold harmless, defend and indemnify us for all claims, losses, expenses or damages arising from or related to the handling, use, treatment, purchase, sale, storage or disposal of any hazardous waste substance or other hazardous materials.

9. **TERMINATION OF CONTRACT** - Client may terminate this Agreement at any time for any reason, provided that fifteen (15) days prior written notice of termination is given to our company. In the event that Client requests termination of the work prior to completion, we reserve the right to complete such analyses and records as are necessary to place our files in order, and when considered necessary by us to protect our professional reputation, to complete a report on the work performed to date. A termination charge to cover the costs thereof in an amount not to exceed thirty percent (30%) or charges incurred to the date of stoppage of work may, at our discretion, be made. Our company may terminate this work at any time due to non-payment of invoices according to the Payment Terms, failure of the Client to provide information necessary to the performance of the services hereunder, or any substantial failure by Client to perform in accordance with the terms hereof. The termination of this Agreement by our company does not relieve the Client of any liability for fees due.

10. **FORCE MAJEURE** - Any delay in or failure of performance by our company or Client, other than the payment of money, shall not constitute default hereunder if an to the extent such delay or failure of performance is caused by occurrences beyond the reasonable control of our company or Client, as the case may be, including but not limited to, act of God or the public enemy, expropriation or confiscation of facilities, compliance with any order or request of any governmental authority, act of war, rebellion, sabotage, or damage resulting therefrom; fires, floods, explosion, accidents, riots, strikes or other concerted acts of workmen; or any cause, whether or not of the same class or kind of those specifically named above, which is not within the reasonable control of our company or Client. Upon the occurrence of any event of force majeure as herein defined, the time for performance shall be extended for a period equal to the delay or for other reasonable or necessary period of time agreed upon by the parties, and the parties shall mutually agree on the terms and conditions upon which the Services may be continued.

11. **INDEMNITY** - Except to the extent such are caused by the negligence or intentional misconduct of our company, its agents, subcontractors, or employees, Client agrees, to the fullest extent allowed by law, to hold harmless and defend our company, its agents, subcontractors and employees from and against any and all claims, losses, liabilities, penalties and costs (including but not limited to attorney's fees and expenses) which our company, its agents, subcontractors or employees, may incur, become responsible for or pay out as a result of any suit or claim by any third party, including any regulatory agency or authority, against our company, its agents, subcontractors or employees: (1) alleging exposure to or damage from material, elements or constituents of or from the project which is the subject of this Agreement before, during or after the services provided pursuant to this Agreement, which is alleged to have resulted in or caused disease or any adverse health condition to any third party or resulted in cost for remedial action, uninhabitability of property, or other property damage except; (2) alleging injury or health risk to anyone arising as the result of unanticipated occurrences of hazardous substances or of hazardous substances known to the Client but not disclosed to our company; (3) Client's violations or alleged violations of RCRA, CERCLA, the Federal Clean Water Act, or other federal or state environmental Acts and regulations; (4) arising from modifications made or permitted by the Client to devices, systems, or processes designed or specified by our company, or the operation of such devices, etc., in a manner other than as specified by our company; or (5) otherwise arising out of the operation and management of the project or work on which our company has rendered design, engineering, consulting or other services under this Agreement.

12. **CONFIDENTIALITY** - Unless otherwise specified in writing, the services provided under this Agreement and the findings, information, and reports resulting therefrom are intended for the exclusive use and benefit of Client. Subject to any obligation our company may have under applicable law or regulation, Client may request that information relating to the Services not be released except to our employees and subcontractors in the performance of the Services, or to Client's authorized representative and persons designated by Client or its authorized representative to receive such information. If evidence of the existence or release of hazardous substance or other occurrences or information required by law or regulation to be reported are revealed to Client as a result of our company's performance of services under this Agreement, it shall be the responsibility of Client to contact the appropriate Federal, State, or local authorities.

13. **OWNERSHIP OF DOCUMENTS** - All original studies, reports and other work products of the Consultant are instruments of service and shall remain the property of the Consultant whether the recommended improvements are implemented or not. All instruments of service, pictorials, graphic and sculptural work produced by the Consultant for the Project are not "work made for hire" as defined by The Copyright Act of 1976, Public Law 94-553 (90-Stat. 254) and the Consultant retains any and all copyrights thereto. The Consultant agrees that copies of originals prepared by him under terms of this Agreement shall become the property of the Client upon termination or completion of the work. The Client shall have the right to use the copies without restriction or limitation other than that provided for in this Agreement.

14. **SEVERABILITY** - If any provision in this Agreement, or application thereof to any person or circumstance, shall to any extent be invalid, then such provision shall be modified if possible to fulfill the intent of the parties as reflected in the original provision, and the remainder of this Agreement and the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

15. **GOVERNING LAW** - This Agreement shall be governed in all respects by the laws of the State of Georgia.

16. **FIDUCIARY RESPONSIBILITY** - Client confirms that neither Consultant nor any of Consultant's subconsultants or subcontractors owes a fiduciary responsibility to Client or Owner. Client shall, as a material element of the consideration Triple Point Engineering, Inc. requires for performance of the services enumerated herein, require Owner to formally recognize this provision in Client's agreement with Owner.

17. **INDIRECT DAMAGES** - Each party hereby waives its rights to recover from the other party any consequential, economic, indirect, or incidental damages (including, but not limited to, loss of use, income, profits, financing or reputation), arising out of, or relating to, this agreement or the performance of the services.

18. **ENTIRE AGREEMENT** - This Proposal Acceptance and Agreement, the Proposal referred to herein, and any other designated contract documents, if any, represent the entire understanding and agreement between the parties hereto relating to the Services and supersede any and all prior agreements, whether written or oral, that may exist between the parties regarding same. To the extent that any additional or different terms or conditions conflict with the Terms and Conditions of this Agreement, the Terms and Conditions of this Agreement shall govern. No amendment or modification to this Agreement or any waiver of any provisions hereof shall be effective unless in writing signed by both parties.

**New Business – Item 4:**

**Agenda Request – Jasper County BOC**

**Department:** Board of Commissioners

**Date:** December 2, 2019

**Subject:** 2020 Proposed Holidays Approval

**Summary:**

A list of proposed 2020 Holidays has been listed below for Commissioners review.

**Background:**

**2020 Proposed Holidays:**

New Year's Day Wednesday, January 1, 2020  
Martin Luther King Day Monday, January 20, 2020  
President's Day, Monday, February 17, 2020  
Good Friday, Friday, April 10, 2020  
Memorial Day Monday, May 25, 2020  
Independence Day Friday, July 3, 2020  
Labor Day Monday, September 7, 2020  
Columbus Day Monday, October 12, 2020  
Veterans Day Wednesday, November 11, 2020  
Thanksgiving Day Thursday, November 26, 2020  
Day after Thanksgiving Friday, November 27, 2020  
Christmas Eve Thursday, December 24, 2020  
Christmas Day Friday, December 25, 2020

**Cost: None**

**Recommended Motion:**

Motion to approve the 2020 Proposed Holidays



**New Business – Item 5:**

**Agenda Request – Jasper County BOC**

**Department:** Board of Commissioners

**Date:** December 2, 2019

**Subject:** 2020 Board of Commissioner Meeting Dates Approval

**Summary:**

Review Proposed 2020 Meeting Dates. The County Charter states in Section 5 the following:

*Said board of commissioners shall hold 12 regular sessions annually, to be held on the first Monday of each month, unless such day is a legal holiday, then such day as the commissioners may direct, and at such times as the board of commissioners shall establish; provided, nevertheless, that a majority of said board may convene the same in extra sessions whenever in their judgment the same may be necessary.*

**Background:**

The only required meeting according to the Jasper County Commissioners' Charter is one meeting per month to be held on the 1<sup>st</sup> Monday of each month as outlined above.

**2020 Regular Meeting Dates:**

- Monday, January 6<sup>th</sup>
- Monday, February 3<sup>rd</sup>
- Monday, March 2<sup>nd</sup>
- Monday, April 6<sup>th</sup>
- Monday, May 4<sup>th</sup>
- Monday, June 1<sup>st</sup>
- Monday, July 6<sup>th</sup>
- Monday, August 3<sup>rd</sup>
- Monday, September 14<sup>th</sup>
- Monday, October 5<sup>th</sup>
- Monday, November 2<sup>nd</sup>
- Monday, December 7<sup>th</sup>

**Cost:** None

**Recommended Motion:**

Motion to approve the 2020 Meeting Schedule as presented.