

**BOARD OF COUNTY COMMISSIONERS
 JASPER COUNTY, GEORGIA
 REGULAR MEETING AGENDA
 BOARD OF COMMISSIONERS MEETING ROOM
 GROUND FLOOR, STE. 16
 MONTICELLO, GEORGIA
 December 7, 2020
 6:00 p.m.**

***** The meeting will be live streamed Via Facebook on the Jasper County Georgia Facebook Page.
 ***See Revised Continued Precautions in Response to Covid-19 at bottom of Page 2.
 *** Citizen Access will be available. *****

I. Call to Order (6:00 p.m.)				
NAME	PRESENT	ABSENT	LATE	ARRIVED
DISTRICT 1 – VACANT	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
DISTRICT 2 – BRUCE HENRY, 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 – VICE-CHAIR	<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 3

IV. Approval of Agenda

V. Consent Agenda –

1. Approval of Minutes:
 - November 2, 2020 Regular Meeting Minutes
 - November 10, 2020 Work Session Minutes
 - November 16, 2020 Work Session Minutes
2. Check Register – Check #'s **59866-60222**

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. A public hearing will be held for a change to the minimum lot width in Residential R-1 and RL-3 from 100' to 125'.
2. A public hearing will be held for a text amendment to the Guest House ordinance.

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

Business Items:

1. Alcohol License Renewals
2. Landfill Compliance & Engineering Consulting Services – Triple Point Engineering, Inc.
3. Georgia EPD Release Voluntary Notification/Reporting Form
4. Landfill Operations Update
5. Emergency Operations Agreement – Senior Center & Jasper Memorial Hospital
6. FY 2021 1st Quarter Financial Report
7. Jasper County Human Resources and County Boards Report
8. 2021 Regular Meeting Dates
9. 2021 Tentative Holidays
10. Schedule Work Sessions

X. County Attorney Items

XI. County Manager Update

XII. Citizen Comments

Comments from citizens via the Jasper County Facebook Page.

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)

To Be Held

XIV. Adjournment

******Details for Meeting Attendance******

- **All persons will be temperature checked at the door.**
- **Temperature readings of 100.4 or higher will not be allowed to enter the building.**
 - **Masks will be provided and recommended to be worn, but not required.**
 - **Seating will be Limited.**

Consent Agenda – Item 1:

Agenda Request – Jasper County BOC

Department: Board of Commissioners

Date: December 7, 2020

Subject: Approval of Minutes

Summary:

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

- November 2, 2020 Regular Meeting Minutes
- November 10, 2020 Work Session Minutes
- November 16, 2020 Work Session Minutes

Background:

Cost: \$0

Recommended Motion:

Approve minutes for:

- November 2, 2020 Regular Meeting Minutes
- November 10, 2020 Work Session Minutes
- November 16, 2020 Work Session Minutes

Jasper County Board of Commissioners
November 2, 2020
Regular Meeting Minutes
6:00 P.M.

Chairman Henry called the meeting to order at 6:00 p.m.

Commissioners Present: Bruce Henry Chairman, Gerald Stunkel, Vice-Chairman, Don Jernigan, Doug Luke.

Staff Present: Mike Benton, County Manager, Sharon Robinson, Administrative Services Director, and David Ozburn, County Attorney.

Pledge of Allegiance:

Invocation: District 2- Commissioner Bruce Henry

Agenda Approval:

Commissioner Stunkel motioned to approve the agenda as presented. Commissioner Jernigan seconded the motion, passed unanimously.

Consent Agenda:

Approval of Minutes: Commissioner Stunkel motioned to approve the minutes for:

- September 21, 2020 Work Session Minutes
- October 5, 2020 Regular Meeting Minutes
- October 13, 2020 Work Session Minutes
- October 19, 2020 Work Session Minutes

Commissioner Luke seconded the motion, passed unanimously.

Check Register: Commissioner Jernigan motioned to approve the check register check numbers 59665-59865. Commissioner Stunkel seconded the motion, passed unanimously.

Public Hearing: 2020 Capital Improvements Element Annual Update

Mr. Benton stated that the Georgia Department of Community Affairs requires that any county that participates in the Impact Fee Program to submit an annual update of the Capital Improvement Element and the Short Term Work Program. A preliminary draft has been completed. He stated that a work session has been held regarding the items for the Short Term Work Program.

Commissioner Henry open to the floor to anyone who was for the CIE update based on what has been presented. No one spoke. He then opened the floor to anyone who opposes the CIE update. Resident Mary Patrick stood before the board. She stated that the public transit system is not something that the county should try to fund. She feels that is beyond what government is supposed to do. She stated that she don't feel the county should be spending or funding the Food Bank since it is a private nonprofit organization. She said by doing this the board is choosing which organizations they support.

Commissioner Luke motioned to close the Public Hearing. Commissioner Stunkel seconded the motion, passed unanimously.

Commissioner's Items:

Commissioner Luke- None

Commissioner Stunkel- None

Commissioner Jernigan- None

Chairman Henry- Chairman Henry reminded everyone that the Election Day is tomorrow. He encouraged everyone to get out and vote.

Presentations/Delegations- Presentation to Family of Carl Pennamon

The Commissioners presented the Family of the late Carl Pennamon with a flag that was flown over the State Capitol in recognition of his service to Jasper County and the State of Georgia. The presentation was led by Chairman Bruce Henry. The original plaque with Commissioner Pennamon's name on, which he sat behind throughout his 36 years of service was presented to the family. A frame with article of the NEGRC about Commissioner Pennamon along with quotes from the four sitting Commissioners was presented along with a floral arrangement.

Commissioner Luke thanked Mr. Pennamon's family. He stated that he had a chance to serve with Carl for eight years and it was a huge blessing for him.

Commissioner Jernigan stated to the family that it was an honor and privilege for him to serve with Commissioner Pennamon.

Regular Agenda:

Item 1: 2020 Tax Commissioner Delinquent Tax Properties Auction: Tax Commissioner Angela Walsh stood before the board to explain and ask for approval to release Delinquent Taxes, Penalties and Interest for Years 2012 and older. She stated that the tax sale is November 3rd. There are 100 properties up for auction. Of those, there are 45 properties that have been up for sale at least once in the past but never sold. The property value for many of these properties many times are equal or less than the total taxes owed on the property. She requested the authority for just the properties on the current list to release the taxes from 2012 and behind.

Commissioner Luke asked the average size of the lots.

Ms. Walsh stated that they are half an acre to an acre.

Commissioner Jernigan motioned to approve Resolution #2020.11.02-A to start bidding at the total amount due for 2013-2020. Commissioner Luke seconded the motion; passed unanimously.

Item 2: Turtle Cove Trailway Speed Limit: Commissioner Jernigan spoke about Turtle Cove Trail Way. He stated that the speed limit throughout Turtle Cove is 25 MPH except for on the Trail Way. The street is curly and hilly. He stated that he would like to see the speed limit reduced.

Chairman Henry stated that it may be hard to run radar on that road.

Sheriff Donnie Pope stated that they are working with the stated to see if radar can be ran on that road. He stated that because of all of the accidents and pedestrian traffic it would be beneficial to lower the speed limit on the street to 25 MPH.

Commissioner Stunkel asked if we would need to request the DOT to do a survey like on Jackson Lake Road.

Sheriff Pope stated that those surveys are only done on a bi-annual basis. We are coming up on the time for the survey. That survey is just to be able to tell whether radar can be used on the street. The actual speed limit can be set by the county.

Commissioner Jernigan motioned to reduce the speed limit on Turtle Cove Trailway from 35 mph to 25 mph. Commissioner Stunkel seconded the motion; passed unanimously.

Item 3: 2020 Capital Improvements Element Annual Update- Chairman Henry stated that the board held a Work Session regarding the CIE and made some adjustments. We had a Public Hearing on as well.

Commissioner Luke motioned to approve Resolution #2020.11.02- B authorizing the Draft update of the Annual Capital Improvements Element and Short Term Work Program for FY 2020 be submitted to the Northeast Georgia Regional Commission for review and then forwarded to the DCA for State review. Commissioner Stunkel seconded the motion; passed unanimously.

Item 4: 2021 GDOT LMIG Application: Chairman Henry stated the board also held a work session regarding the LMIG application.

Mr. Benton stated that for the 2021 they are scheduled to fund 53,232 the county is required to do a 30% percent match (\$159,970). The total comes to \$693,202. This means the total of the project can't go below this amount. Based on the Work Session discussion the following:

Post Road (Final section to intersect SR 142)	1.8 miles	FDR	\$315,000 per mile	\$567,000
Pintail Drive	.15 miles	FDR	Flat Rate	\$75,000
Post Rd (Sections resurfaced in 2015, 2017)	5.0 miles	Crack Sealing	\$6000 per mile	\$30,000
Jackson Lake Rd (Section from SR 212 West to SR 16 West)	6.2 miles	Crack Sealing	\$6000 per mile	\$37,200
Total of Listed Projects				\$709,200

Mr. Benton stated we discussed trying to start a crack sealing program for the county which has never been done. He stated that there are some areas on Jackson Lake Road between Hwy 212 to Lakeview Marina that will need milled asphalt patching. Jackson Lake Road from Hwy 212 to Hwy 11 will need FDR in the future. GDOT has extended the deadline by one month. All of the costs listed are estimates.

Commissioner Luke stated that generally the money that we receive from the stated does not go up a lot but the cost of contract paving goes up.

Commissioner Jernigan motioned to authorize staff to send a list of roads to GDOT. Commissioner Stunkel seconded the motion; passed unanimously

Item 5: FY 2021 Budget Amendment Constitutional Officers Compensation: Finance Director Dennis Pate stood before the board to present the budget amendment request. The 2019 State legislation mandates updates to the base salaries for Constitutional Officers beginning January 1, 2021.

The requested increase for FY2021 budget for salary adjustments is as follows:

Sheriff	\$3,974.18
Tax Commissioner	\$3,468.62
Probate	\$2,055.78
Superior Court	\$1,800.21
Magistrate Court	\$1,087.41

The amendment will cover the wages, associated FICA cost, and retirement cost for each office. The total is \$12,386.20 will be funded by Fund Balance.

Commissioner Jernigan motioned to approve Budget Amendment#2020-11-02-1; increase in the FY 2021 budgets for the Sheriff in the amount of \$3,974.18; Tax Commissioner in the amount of \$3,468.62; Probate Judge in the amount of \$2,055.78; Clerk of Superior Court in the amount of \$1,800.21; Magistrate Judge in the amount of \$1,087.41 with funding to come from General Fund Balance. Commissioner Stunkel seconded the motion; passed unanimously.

Item 6: New Construction Permit and Renewal Permit Length of Time: Shane Sealy (P& Z Director) stated that currently new construction building permit is six months and can be renewed in six month increments at a price of \$135.00. He stated that after the meeting where this issue was brought up he called several builders to get their input on whether six months is enough time. There was a consensus that six months is pushing it. They felt that nine month would work better. He stated that we have has a lot of extensions.

Mr. Sealy gave an update on the number of permits.

- October 2020 -42 permits (9 new constructions)
- January 2020- October 2020- 384 (115 new construction)
- January 2019- October 2019 – 328 (95 new construction)

Commissioner Stunkel motioned to approve the standard length of time assigned by the Planning and Zoning Department for a new construction building permit be increased to nine months with renewals to be increased to nine months as well. Commissioner Luke seconded the motion; passed unanimously.

Item 7: 2021 CDBG Food Bank Project – Architectural Services: Chairman Henry stated that the Food Bank has two pieces of property that they are looking at. He stated that they had to put in an ad to advertise for architectural services. Eva Kennedy (DCA) seems please with the progress.

Commissioner Luke asked if the grant covers the purchase of the land and the building. Chairman Henry stated that is correct. Commissioner Luke explained to everyone that the Board of Commissioners actively seek and apply to every grant possible. There is a very narrow scope of what will fit in the grant. That is how the Food Bank is the choice for this grant cycle.

Item 8: Right-of-Way Brush and Tree Limb Cutting Equipment: Mr. Benton stated that our current equipment is worn out and in desperate need of replacement. We reached out for some bids. We received four proposals from:

- Atlantic and Southern- Massey Ferguson Dealers
- Hay Tractor- Kubota Dealer
- Flint Equipment- John Deere Dealer
- Ag-Pro Madison- John Deere Dealer

Mr. Benton stated that there are some limbs that will not be able to be cut with a rotary cutter. We will have to consider how to cut the bigger limbs without tearing the tractor up.

Commissioner Jernigan stated that we will need to know how quick the vendors can service any equipment that we purchase from them.

Commissioner Luke stated that we need to streamline the amount of equipment that we own. He stated that contracting is the way to go for most of the projects. We don't have the staff number wise and skill wise to operate the new equipment.

Commissioner Jernigan motioned to table the discussion until after a work session. Commissioner Stunkel second the motion; passed unanimously.

Item 9: Schedule Work Sessions: Chairman Henry stated that we need to schedule Work Sessions. Work sessions will be scheduled to discuss. Assessments, Brush Cutters, Landfill, and PFA. The board scheduled Work Sessions for November 10th and November 16th.

County Attorney Items: None

County Manager Items: Mr. Benton stated that we have 11 applicants and 8 interviews scheduled. The pre-construction meeting was held for the new Public Works Shop. The IGA with Newton County is on the Newton County BOC agenda for November 3rd.

Citizens Comments:

Commissioner Stunkel read the comments from Facebook

The Facebook comment was from Mary Patrick who asked that future work session be put on Facebook. She also ask that something be done about Rollingwood Cove.

Roger Brickell- Mr. Brickell thanked the board for changing the speed limit on Turtle Cove Trail Way. He stated that Jackson Lake Road needs reflectors. He stated that he have had people to drive through his yard.

Teresa Jobe- Ms. Jobe stated that she lives on Purple Martin Drive. She gave the Board and County Manager pictures and a repair bill for her vehicle to review. She stated her complaints about the potholes on the street.

Debra King- Ms. King stated that she lives on Osprey Court. She stated that she has used the online tool which is confusing to her. She stated that her street has a lot of potholes as well.

Darrell Welch- Resides at Partridge Court. Stated that he did a work order recently. His street is in bad shape. He would appreciate if the county came out to see what can be done to his street.

Executive Session:

Commissioner Stunkel motioned to go into Executive Session to discuss potential litigation at 7:31 p.m. Commissioner Luke seconded the motion, passed unanimously.

Commissioner Stunkel motioned to come out of Executive Session at 8:47 p.m. Commissioner Jernigan seconded the motion, passed unanimously.

Adjourn:

Commissioner Stunkel motioned to adjourn the meeting at 8:47 p.m. Commissioner Jernigan seconded the motion, passed unanimously.

Bruce Henry, Chairman

Sharon Robinson, Clerk

Jasper County Board of Commissioners

November 10, 2020

Work Session Minutes

6:00 P.M.

Commissioner Henry called the meeting to order at 6:00 p.m.

Commissioners Present: Chairman, Bruce Henry, Vice-Chairman, Gerald Stunkel, and Don Jernigan, and Mike Benton

Work Session:

Homestead Property Value Freeze

Ms. Lynn Bentley stood before the board to discuss the Homestead Property value freeze. She stated that there has been discussion about the rollback not treating everyone the same because every does not get the same increase. She stated that other counties have a homestead freeze, where the value of the property is frozen. This is done mostly by doing a three percent freeze which means the year you implement any real changes are added. The system would add that to the base rate. She would then do the market analysis and add the changes per neighborhood. The inflationary increase becomes an exemption with the homestead freeze. Sixty-three percent of the homes in Jasper County have homestead exemption. A full freeze is where all of the freeze goes into an exemption. If you did a 3% increase on all of the properties in homestead there is a minimal change in the mil rate but it makes a difference in what the homesteaded property is going to pay.

Chairman Henry asked if the 3% annually. Ms. Bentley stated yes.

Freezing the rate would only apply to the county mil rate not the BOE and hospital.

Commissioner Jernigan ask his assessment were to go up 10% will it be frozen at 3%? Ms. Bentley stated that only the taxable value. The fair market value would still go up 10% because that is what the state will be auditing.

Commissioner Jernigan asked how will that affect the revenue that we have coming in? Ms. Bentley stated that it shouldn't.

Ms. Bentley stated that properties with homestead taxes will go down some. Properties without homestead will go up even more. She stated this has to be done through legislation. As an example that she presented a copy of Putnam County's. They do a 3% increase and includes five acres. She stated that her recommendation would be 12 acres for Jasper County if we were to do this. When you create a base value you are putting the value of the land in the base value. This will help to cover people who are under the conservation minimum. You have to choose which parameter of land you want. She stated that Georgia Law allows you to claim homestead as long as you live in the home. It is not a loss of revenue it's a shuffle of revenue. If the fair market value is less than the base value then the fair market value would be the taxable value.

Jasper County Public Facilities Authority

Chairman Henry stated that we currently have seven applicants. He stated that of the applicants we have, one has not been a resident for over two years. The applicant was removed from the applicant pool due to the fact that he has not been a resident for two years.

Commissioner Luke stated that we don't need a room full of yes people.

Mr. Benton stated that this board has authority. They do not have revenue. The PFA cannot be overruled by the Board of Commissioners. The Board of Commissioners have the right to not fund a project. The board has to be real particular when funding projects. He stated that there is still a plenty of time to advertise before the next meeting if the board chooses to continue to advertise. The ad will include all of the requirements.

Commissioner Luke asked how we go about addressing the ones that we do not chose.

Commissioner Jernigan stated that he wanted to mention something that is not on the agenda. He stated that the person that purchased the Georgia Pacific property (Josh Steele) thought that it would be a good idea to rename Georgia Pacific Road to Carl Pennamon Parkway. The board agreed to add it to the next meeting agenda.

Chairman Henry asked what questions we would like to ask at the next work session so that Mr. Benton can be prepared.

Commissioner Luke stated that he would like to get a ballpark figure from the companies that are doing the right of way for the Electric Company. He requested an Executive Session in December for personnel.

Chairman Henry declared the Work Session closed at 7:28 p.m.

Bruce Henry, Chairman

Sharon S. Robinson, Clerk

Jasper County Board of Commissioners

November 16, 2020

Work Session Minutes

6:00 P.M.

Commissioner Henry called the meeting to order at 6:00 p.m.

Commissioners Present: Chairman, Bruce Henry, Vice-Chairman, Gerald Stunkel, and Don Jernigan.

Staff Present: Mike Benton, County Manager and Sheila Belcher, Administrative Specialist.

Work Session:

Right-of-Way Tree Limb and Brush Cutting

Mr. Benton stated that we received bids and contract pricing from Atlantic & Southern, Ag Pro, Hays Tractor, and Flint Equipment. He stated that he have included a quote from a local tree service vendor to do the actual work to cut the entire road and clean-up. The road quoted was exactly one mile. The Atlantic and Southern gave a State contract price for a 5712 Massey Ferguson 23ft rear cradle type boom with a 50” rotary head for a total cost of \$138,798.84. They also quoted a 48” saw blade which would make the total \$148,627.

Chairman Henry asked about the actual working length. The representative stated that it is about 23’ 2”. The rep stated that this equipment is built to take a lot of wear and tear.

Mr. Benton stated that Hays Tractor put in a bid for two tractors. Hays Tractor quoted the Kubota M6-111- DTCF 22’ Boom with a 60” rotary mower. This includes a 90” blade which is four blades stacked. The total is \$169,300. The second machine quoted by Hays Tractor was custom machine by Chambers Custom Tractor 24’ side cradle. Mr. Massey of Hays Tractor said that this machine would be built from the ground up. The cost for this one is \$181,295.

The next machine is by the Flint Equipment who quoted the John Deere 6110 24’ rear cradle 60” rotary head for \$184,341. There was second quote for a John Deere 6110 22’ boom 60” rotary cutter for \$167,800.

Chairman Henry asked all of the vendors present if we went with just the rotary cutter and later decided we wanted to go with the other head. All stated that their machine have that capability.

Mr. Benton stated that the last quote came from Ag Pro of Madison. The quoted a John Deere 6110 with a 24’ rear cradle with a 50” rotary for the price of \$148,982.

Commissioner Jernigan ask the representatives about their service department. He wanted to know the turn-around times.

The reps from Atlantic and Southern stated that they have a service tech that will come to the site. Most of the time it will be within the next day or so.

Mr. Glass stated that they have a response time of about a day or so as well. They have several stores throughout Georgia.

Mr. Massey stated that Hays Tractor would have to take 2-3 days.

Commissioner Jernigan asked about delivery. All reps stated that they could be delivered the next day if needed.

Landfill Operations

Mr. Benton introduced Mr. Tony Rodriguez with Triple Point Engineering. Tony presented his proposal to the board. He stated there are some corrective actions that need to be done in regards to storm water. The C& D landfill exceeded the TSS. He suggested contracting Barksdale to get grass established on the sides of the pond and to keep sediment from going into the pond. He stated that the cost will be revised because the area that needs grassing is smaller than what was originally quoted.

Tony stated that state has a trust fund called the Hazardous Site Trust Fund. This fund is funded through tipping fees and other methods. The fund is used to pay for sites that are listed on the Hazardous Site Inventory. Municipal Solid Waste Landfills are eligible to receive reimbursement for corrective actions. The only caveat is that you have to put yourself on the list. Most of the unlined closed county landfills are on this list. There has been a lot done in the past that could be reimbursed. You have to have an invoice and scope of work to submit reimbursement. There is no limit to how far back you can go. Tony stated that Triple Point has information for the county as far back as 2013 when they begin working with the county. The state decides which work is reimbursable.

Chairman Henry asked if the county opens itself up to be sued by being added to the list. Tony stated that he does not know of anyone who was sued because they were added to the list. He know of cases where the contaminated landfill caused contaminated wells. There are not extra inspections by the EPD. The trust fund gets renewed every five years. The deadline for filing for the year is March 31, 2021. A resolution is not needed. It can be done by the county manager. However, a resolution will be needed when an application for reimbursement is submitted.

Chairman Henry stated that we have the solid waste landfill that is closed but has not been certified closed. He asked Tony if he know why it has not been certified closed. Tony stated that there is a punch-list of things that need to be done. Cell markers, sed pond, silk gauges and regrading is needed on the south side.

Mr. Benton asked about the tree limbs and stump grinding that is needed at the landfill. He asked for suggestions from Tony. Tony suggested that there debris be grounded every year or two. It will have to be removed from the landfill though.

Commissioner Luke went back to the right-of-way equipment subject. He stated that when considering the right-of-way equipment and contracting it out. Contracting the projects out would be much better.

Mr. Benton stated that the contractor stated that he will give volume discounts.

Commissioner Stunkel stated that he agrees that it is better to contract this work out until the new Public Works Director is chosen and acclimated.

Chairman Henry declared the Work Session closed at 7:26 p.m.

Bruce Henry, Chairman

Sharon S. Robinson, Clerk

Consent Agenda – Item 2:

Agenda Request – Jasper County BOC

Department: Board of Commissioners

Date: December 7, 2020

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 **59866-60222**

Item 1: Public Hearing – 1st HEARING

Agenda Request – Jasper County BOC

Department: Planning and Zoning

Date: December 3, 2020

Subject: Application 2020-TA-003 Jasper County Planning and Zoning is looking to increase the minimum lot width in Residential (R-1 and RL3) from 100' to 125'.

Summary:

We have had one newly developed subdivision since the 2012 ordinance was adopted. The subdivision was The Peninsula at Jackson Lake. With the minimum lot width currently being 100' in the Residential (R-1 and RL-3) and the side setbacks being 30' this only allows 40' to build a house if the minimum lot width is platted out. It makes it extremely difficult to build a nice house with this width. The Board of Appeals has heard around 8 or 9 variance requests with all these being approved with this hardship. You could solve this problem in two ways. One being on making the minimum lot width wider as this is being proposed or reducing the side setbacks from 30' to 20'. The Planning and Zoning Board had a work session and wanted to go with making the minimum lot width wider. This went in front of the Planning and Zoning board on October 29, 2020 and they recommended approval 5-0.

Background:

Cost:

N/A

Recommended Motion:

Board's Discretion

DIVISION 4. - DEVELOPMENT STANDARDS—ALL DISTRICTS**Sec. 119-244. - Development standards—Agriculture and residential districts.**

EXPAND

Item	AG	R-R	R-2	R-1	RL-1	RL-2	RL-3	V-P
Minimum heated floor area per dwelling unit	1,200 sf	1,200 sf	1,800 sf	1,800 sf	1,200 sf	1,800 sf	1,800 sf	750 sf
Minimum lot area without water or sewer	5 acres	3 acres	2 acres	1.2 acres	NA	NA	1 acre	NA
Minimum lot area with public/private water	5 acres	3 acres	2 acres	0.7 acre	NA**	½ Acre	1 acre	NA
Minimum lot area with public/private water and sewer	5 acres	3 acres	2 acres	0.7 acre	5,000 sf	½ acre	1 acre	4,000 sf
Minimum lot width	200 ft.	200 ft.	125 ft.	100 ft.	50 ft.	100 ft.	100 ft.	See section 119-295
Minimum road frontage	200 ft.	200 ft.	125 ft.	100 ft.	50 ft.	100 ft.	100 ft.	See section 119-295
Minimum front yard arterial road	80 ft.	80 ft.	80 ft.	80 ft.	NA	80 ft.	80 ft.	80 ft.

Minimum front yard major collector	80 ft.	80 ft.	80 ft.	80 ft.	20 ft.	80 ft.	80 ft.	10 ft. store; 30 ft. others
Minimum front yard minor collector	30 ft.	30 ft.	30 ft.	30 ft.	20 ft.	30 ft.	30 ft.	0 ft. store; 20 ft. other
Minimum front yard local roads	30 ft.	30 ft.	30 ft.	30 ft.	20 ft.	30 ft.	30 ft.	0 ft. store; 20 ft. other
Minimum side yard	30 ft.	30 ft.	30 ft.	30 ft.	4 ft.	15 ft.	30 ft.	0 or 10 ft.
Minimum rear yard	50 ft.	50 ft.	30 ft.	30 ft.	30 ft.*	30 ft.*	30 ft.*	30 ft.
Compliance with architectural standards required?	No	No	No	No	No	No	No	No

;le=2;NA — Not allowed

;le=2;*Rear yards that adjoin Jackson Lake will be measured from Georgia Power easement: 525 feet sea level plus 50 feet

;le=2;**Water and sewage must meet approval of the county health department

(Ord. of 7-20-2009, § 37)

Item 2: Public Hearing – 1st HEARING

Agenda Request – Jasper County BOC

Department: Planning and Zoning

Date: December 3, 2020

Subject: Application 2020-TA-005 Text amendment to the guest house ordinance.

Summary: We have had some guest houses/mother-in-law suites built here in the last year or so that actually looks like a home built on a separate piece of property. This new text will control amount of driveways and distance from the primary residence. I am attaching the new proposed definition of guest house. This went in front of the Planning and Zoning board on October 29, 2020 and they recommended approval 5-0.

Background:

Cost:

N/A

Recommended Motion:

Board's Discretion

Guest house means an accessory building subordinate to a principal single-family dwelling used as a dwelling only for family members, for the noncommercial boarding of guests or, if on a farm, for full-time workers on that farm.

Current definition of Guest House

Proposed

Draft – Guest House Ordinance

Guest house means an accessory building subordinate to a principal single-family dwelling used as a dwelling only for family members or guests. Guest house shall not have a separate driveway coming off of the county or state road from the principle residence and a secondary driveway coming off the principle driveway shall be a minimum of 100' from the right of way of the county or state road. The guest house will have to share the same electrical service as the principle single-family dwelling. The maximum size for a guest house is 750 heated square feet.

Commissioner's Items Note Page:

Chairman, Bruce Henry –

Vice-Chairman, Gerald Stunkel –

District 1, Vacant –

District 3, Don Jernigan –

District 5, Doug Luke –

Business Item – 1:

Agenda Request – Jasper County BOC

Department: Planning and Zoning

Date: December 3, 2020

Subject: Alcohol License Renewals

Summary: The businesses listed below are asking for their alcohol license to be renewed for 2021. These businesses all had alcohol licenses for 2020. 911 calls to each of these businesses are being pulled now.

Tyson’s Country Store – Application number 2021-A-001 located at 22044 Hwy 11 North.

Name of applicant: Lisa Whitaker Wilkerson – Retail sales of beer and wine - Renewal

Frank’s Restaurant – Application number 2021-A-002 located at 11818 Hwy 212 West. Name of applicant:

Vivian Fuller Castellana – Pouring license for distilled spirits, beer, and wine - Renewal

Lakeview Marina – Application number 2021-A-003 located at 8726 Jackson Lake Road.

Name of applicant: Shabanali Jabbarcheloei – Retail sales of beer and wine - Renewal

Lakeview Restaurant – Application number 2021-A-004 located at 8726 B Jackson Lake Road. Name of

applicant: Shabanali Jabbarcheloei – Pouring license for distilled spirits, beer, and wine - Renewal

Convenience Stores, Inc dba Larry’s 4-Way – Application number 2021-A-005 located at 9160 Hwy 212 West.

Name of applicant: Joann Hedrick- Retail sales of beer and wine - Renewal

Turtle Cove POA – Application number 2021-A-006 located at 222 Clubhouse Drive. Name of applicant:

Colleen Peters – Pouring license for distilled spirits, beer, and wine - Renewal

Bear Creek Marina Restaurant – Application number 2021-A-007 located at 60 Bear Creek Marina Road. Name

of applicant: John Herman – Pouring license for distilled spirits, beer, and wine - Renewal

Shane’s One Stop – Application number 2021-A-008 located at 8541 Hwy 142 Shady Dale, Ga 31085. Name of

applicant: Shehzad Himani – Retail sales of beer and wine - Renewal

Business Item – 2:

Agenda Request – Jasper County BOC

Department: Landfill

Date: December 7, 2020

Subject: Landfill Compliance & Engineering Consulting Services – Triple Point Engineering, Inc.

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.

Increase in scope from FY 2020 includes corrective action to mitigate an effluent exceedance related to storm water discharges from the CDI sediment pond.

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 2021 Compliance and Engineering Services Proposal - \$63,400
Represents an increase of \$6500 over FY 2020 contract.

\$56,900 included in FY 2021 Landfill Operating Budget

End of year budget amendment for additional cost will be requested as needed.

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 2021.

October 26, 2020

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, and Corrective Action

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 2020), 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 α -BHC in several wells, groundwater samples from GWC-11 and GWC-11R will also be submitted for analysis of Appendix II pesticides (which includes α -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 2021), 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 α -BHC in several wells, groundwater samples from GWC-11 and GWC-11R will also be submitted for analysis of Appendix II pesticides (which includes α -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.

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 on SWM-19 forms and to the EPD through their online reporting platform (GEOS) within two weeks following each landfill gas monitoring event. Reports will include a recent potentiometric surface map and table of well construction data.

Task 3 – Storm Water Monitoring, Inspections, & Corrective Action

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).

Corrective Actions Required: Because the effluent limit for Total Suspended Solids (TSS) was exceeded in the 2020 annual sample, corrective action (i.e. additional best management practices) must be implemented before a follow-up sample can be collected. TPE will subcontract a grassing contractor to establish vegetation along the pond edges and Cell 4 ditch to minimize the transport of sediment in these areas which appear to be contributing to the suspended solids in the pond.

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 at least five 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 2021 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 2020 and June 2021, 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 nd Semi-Annual Event 2020 (December event)	\$13,500.00
1 st -Semi Annual Event 2021 (June event)	\$13,500.00

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

2 nd Semi-Annual Event 2020 (December event)	\$10,000.00
1 st -Semi Annual Event 2021 (June event)	\$ 6,000.00

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

\$750/event x 12 events (October 2020 to September 2021)	\$ 9,000.00
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Task 3 –Storm Water Monitoring & Inspections

<i>Monitoring (annual event)</i>	\$ 1,450.00
<i>Inspections \$850/event x 3 events</i> <i>(Mar 2021, June 2021, and Sep 2021)</i>	\$ 2,550.00
<i>Inspection \$900/annual event</i> <i>(Dec 2020)</i>	\$ 900.00

Corrective Action

\$ 6,500.00

Project Total

\$63,400.00

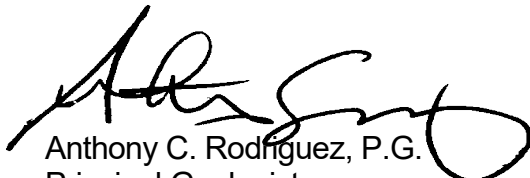
Task 4 –Corrective Measures Monitoring will be completed on a time and expense basis in accordance with our Schedule of fess, attached. Our opinion of probable costs for this task is \$3,500.00. All of these costs would be eligible for reimbursement under the HSRA Trust Fund.

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

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 1026-20

Scope of Services (Services): See Attached Proposal JCO 1026-20

Attachment(s) Included: Schedule of Fees (SOF)

Fee Amount: Tasks 1-3 Lump Sum \$63,400; 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: _____

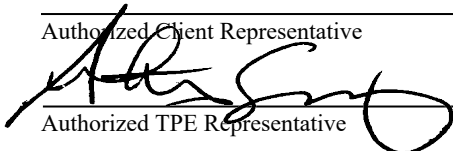
Attention: _____ Title: _____

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) Anthony C. Rodriguez	Date 10/26/20
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 at 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, pictorial, 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.

SCHEDULE OF FEES*
2020

PRINCIPAL ENGINEER/SCIENTIST.....	\$160 / HOUR
SENIOR ENGINEER/CONSULTANT.....	\$150 / HOUR
PROJECT MANAGER.....	\$125 / HOUR
SENIOR STAFF ENGINEER.....	\$125 / HOUR
PROJECT ENGINEER/SCIENTIST.....	\$110 / HOUR
DESIGN PROFESSIONAL.....	\$ 95 / HOUR
ENVIRONMENTAL SPECIALIST.....	\$ 85 / HOUR
ENVIRONMENTAL/CADD TECHNICIAN.....	\$ 75 / HOUR
CLERICAL.....	\$ 65 / HOUR
MILEAGE.....	\$ Federal Rate

REIMBURSABLES (printing, supplies, shipping, meals, lodging, surveying, subconsultants, testing, drilling, etc.) COST DIVIDED BY 0.85.

* Rates will be increased by 1.5 times the above amounts for expert witness testimony, courtroom appearance or depositions.

* Field time on weekends or longer than an 8-hour day caused by field requirements will be charged at 1.5 times the above amounts.

Business Item – 3:

Agenda Request – Jasper County BOC

Department: Landfill

Date: December 7, 2020

Subject: Georgia EPD Release Voluntary Notification/Reporting Form

Summary:

The Hazardous Waste Response Act Trust Fund provides reimbursement of certain engineering and other related costs associated with maintaining compliance with EPD for both operating and closed landfills.

Background:

Jasper County contracts with Triple Point Engineering to maintain compliance for its closed municipal solid waste landfill as required by GA EPD.

Cost:

Recommended Motion:

Authorize Staff to work with Triple Point Engineering to complete the voluntary submission of a Release Notification/Reporting Form for the Jasper County MSWL in order that certain costs can be submitted through the HSRA Trust Fund for reimbursement to Jasper County.

RELEASE NOTIFICATION/REPORTING FORM



Mail to: GEORGIA ENVIRONMENTAL PROTECTION DIVISION
 Hazardous Sites Response Program
 Suite 1462, Floyd Tower East
 2 Martin Luther King Jr. Drive, SE
 Atlanta, Georgia 30334-9000

1. The information provided in this form is for:

- Initial Release Notification
 Supplemental Notification

PART I -- PROPERTY INFORMATION

(Please type or print legibly)

2	EPA ID NUMBER (if applicable)				
3	Tax Map and Parcel ID Number:			Acreage	
4	Site or Facility Name				
5	Site Street Address				
6	Site City		County		Zip
7	Property Owner				
8	Property Owner Mailing Address				
9	Property Owner City		State		Zip
10	Property Owner Telephone No.				
11	Site Contact Person		Title		
12	Site Contact Company Name				
13	Site Contact Mailing Address				
14	Site Contact City		State		Zip
15	Site Contact Telephone No.				
16	Facility Operator Contact Person		Title		
17	Facility Operator Company Name				
18	Facility Operator Mailing Address				
19	Facility Operator City		State		Zip
20	Facility Operator Telephone No.				

21. CERTIFICATION --I certify under penalty of law that I am the owner of the real property described in this Release Notification and I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

NAME (Please type or print)

TITLE

SIGNATURE

DATE

PART II -- RELEASE INFORMATION

Page ____ of ____

Please provide the following information for EACH release at the site. If additional space is needed to answer any of the following questions, attach additional pages, as necessary.

1. Source of this release (i.e., drums, tanks, spills, wastepile etc.). Provide specific information on the suspected or known source of the release, including the source of this information:

2. Release date(s) and any known information about the history of the release, including the physical state of the material (solid, powder/ash, liquid/gas, sludge) and the quantity of material released (lbs, cubic yards, etc.):

3. Describe those actions that have been taken to investigate, cleanup or otherwise remediate this release (e.g., removal of source of contamination; soil or water sampling performed; and monitoring wells installed and sampled).

4. Access to the area affected by the release. Check the appropriate box:

- Inaccessible: A 24-hour surveillance system, or a completely closed barrier or fence to prevent entry.
- Limited Access: Less than 24-hour surveillance system, and/or a barrier or fence that is partially open.
- Unlimited Access: No surveillance, and no barrier or fence.

If the site is inaccessible or has limited access, then describe site surveillance systems, fences, security personnel or other barriers that would restrict access to the release.

5. For soil releases, indicate the type of material covering this release, by checking the appropriate box below.

- A permanent or otherwise maintained, essentially impenetrable non-earthen material such as concrete or asphalt
- An engineered and maintained earthen material or compacted fill or a high density synthetic material
- Loose earthen fill or native soil
- No cover
- Other

Describe the type and thickness of the material covering the contaminated soil or wastes.

PART II -- RELEASE INFORMATION

(Continued)

Page _____ of _____

6. Indicate the approximate distance from the edge of the area affected by the release to the nearest residence, playground, day care, school or nursing home.

Less than 300 feet 1001 to 3000 feet Greater than 1 mile
 301 to 1000 feet 3001 to 5280 feet

Provide the name and address of the nearest residence, playground, day care, school or nursing home.

Name: _____

Address: _____

7. Indicate the distance between the area affected by the release and the nearest drinking water well (including wells located on the site).

Less than 0.5 miles 1 to 2 miles Greater than 3 miles
 0.5 to 1 mile 2 to 3 miles

Provide the name of the property owner and address of the location of the closest drinking water well.

Name: _____

Address: _____

8. Is there any evidence to suspect that a person or a sensitive environment has been exposed to this release?

Yes No

If yes, provide details on the potentially affected humans or sensitive environments.

REQUIRED ATTACHMENTS

9. SITE SUMMARY

A. Attach a summary (no longer than one page) that gives a general description of the property, the areas affected by the release both within and beyond the property boundaries, and any actions taken to investigate, clean up or otherwise remediate the property. The summary shall include a description of the property boundaries of the site and adjacent properties as well as a detailed description of the nature and known or estimated extent of the area of contamination. Describe any additional relevant information concerning the nature of the release. In addition to the one page summary, other information concerning the property may also be attached.

B. Attach a site map that shows known or suspected sources as well as the locations of all samples collected at the site. The site map should include outlines of buildings as well as covered ground areas (e.g., parking lots or other paved areas). A legend should be provided to explain any symbols used on the map.

10. U.S.G.S. Topographic Map

Along with this form, you MUST submit an original U.S.G.S. topographical map (1:24000) with the geographic center of the site clearly marked. U.S.G.S. topographic maps are available for purchase on-line at <http://ggsstore.dnr.state.ga.us>.

Business Item – 4:

Agenda Request – Jasper County BOC

Department: Landfill

Date: December 7, 2020

Subject: Landfill Operations Update

Summary:

A recent audit by the Jasper County BOC Staff discovered the municipal solid waste landfill located directly beside the operating C&D landfill was never officially closed according to the State of Georgia.

The official status of the MSWL according to the State of Georgia is “IN CLOSURE”.
The official status of the MSWL according to the State of Georgia needs to be “CLOSED”.

Primary remaining items:

Survey and staking documentation submitted to the Solid Waste Management Program confirming cell waste boundaries.

Two sediment basin silt gauges to be installed.

Removal of trees from side slopes on southeast corner.

Repair storm water drainage ditches.

Repair signage.

Background:

Jasper County BOC closed its municipal solid waste landfill on November 9, 2004.
The last day waste was placed in the landfill was November 9, 2004.

The engineering firm of PBS&J was assigned the task of closing the MSWL in compliance with the Georgia Department of Natural Resources under Rule 391-3-4-1.1.

Cost:

Recommended Motion:

No motion needed.
Staff will provide an update regarding officially closing the MSWL.

Closure Certification Report

**SR 212 – Monticello MSW/C&D Landfill
Permit No. 079-004 D (SL)
Jasper County, Georgia**

**For:
Jasper County Board of Commissioners
Monticello, Georgia**

November 2005





An employee-owned company

November 7, 2005

Mr. Jeffery W. Crown, Program Manager
Georgia Department of Natural Resources
Environmental Protection Division
4244 International Parkway, Suite 101
Atlanta, GA 30354

**RE: Jasper County SR212 Monticello, Georgia
Municipal Solid Waste/C&D Landfill
PBS&J Project No. 735603.00 0300**

Dear Mr. Crown:

The following information shall serve as notification that the subject facility was closed in compliance with rule 391-3-4-.11 of Georgia Department of National Resources Rules for Solid Waste Management.

The closure exhibits are as follows:

1. Results of permeability testing on place in compacted clay cap, prepared by Preston Testing and Engineering, Company, Inc., Macon, Georgia.
2. Copy of the Notice to be recorded on the property deed with legal description.
3. Copy of the boundary survey, prepared by Jordon Engineering, Monticello, Georgia.
4. Copy of as-built survey, prepared by Martin Survey Associates, Holly Springs, Georgia.
5. Copy of the letter to the EPD stating when the last waste was received for disposal at the Jasper County Landfill.
6. Completed closure evaluation checklist.

I J.G. Carpenter, P.E. Georgia 8869, hereby certify, as a Professional Engineer licensed in the State of Georgia, the subject facility has been closed in accordance with the above criteria.



An employee-owned company

Sincerely,

PBS&J


J.G. Carpenter, P.E.



cc: Mr. Mark Hall, PG
Northeast GA EPD
745 Gaines School Road
Athens, Georgia 30605

Commissioner Greg Johnson
125 West Green Street
Monticello, Georgia 31064

Mr. J. Kenneth Tillman
Director Solid Waste
Jasper County Landfill
544 Ted Sauls Road
Monticello, Georgia 31064

Business Item – 5:

Agenda Request – Jasper County BOC

Department: Senior Center

Date: 12-7-20

Subject: Emergency Operations Agreement – Senior Center & Jasper Memorial Hospital

Summary:

Jasper Memorial Hospital has historically partnered with the Jasper County Senior Center to provide non-emergency transportation for all patients and residents during a disaster. Since the senior center is familiar with transporting elderly citizens, this has been a natural partnership in case of an emergency. The agreement is a part of disaster planning procedures required by state and federal agencies such as GEMA and FEMA respectively. The last agreement was signed by then BOC Chairman Charles Hill in cooperation with the Jasper County Senior Center.

Background:

The Jasper County Senior Center is also required to do disaster preparedness on behalf of our clients. It would be beneficial if the hospital would work with the senior center to assist with the needs of our clients as well. The senior center has served as a temporary disaster shelter for FEMA and GEMA planning purposes in the past. Therefore, this cooperative partnership would be a win-win for both parties.

Cost: uncertain at this time as it is based on the need

Recommended Motion:

Authorize Chairman to sign the Emergency Operations Agreement with Jasper Memorial Hospital.

Jasper Health Services, Inc.
 (Jasper Memorial Hospital/The Retreat Nursing Home)

EMERGENCY OPERATIONS AGREEMENT
Transportation *within County*
External Support


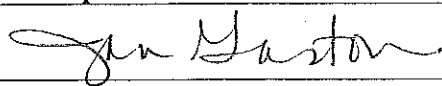
This agreement is made between Jasper Health Services, Inc. dba Jasper Memorial Hospital/The Retreat, an organization as established under the laws of the state of Georgia and hereinafter referred to as Hospital, and Jasper County Senior Citizens Center hereinafter referred to as External Support organization.

If a disruptive event or emergency situation occurs affecting the Hospital, the External Support shall provide the following (as listed below) to the Hospital, as necessary or requested by the Hospital, without regard to race, color, creed, national origin, age, sex, religion, handicap, or payment status. *The extent of the support will be dependent upon the availability of resources in the area and any other urgent matters involving the safety and welfare of the public as deemed necessary by local and/or state emergency management officials.*

Personnel and Vehicles as necessary to provide Non-emergency transportation of patients to locations as designated by the affected Hospital and possibly at the direction of local and/or state emergency management officials.

In order to prevent duplication of the limited resources/services which would be in demand during a disruptive event, the Hospital respectfully requests that the External Support organization provide immediate notification to the Hospital if they are currently contracted or become contracted in the future with any other Hospitals to provide these same resources/services.

This agreement shall become effective on September 8, 2008 and shall continue in effect indefinitely, with the exception that either party may amend any portion thereof, or may terminate such agreement by providing a sixty (60) day written notice to the other party of its intentions regarding any amendments or termination. If such notice is for termination, this agreement shall be automatically terminated at the expiration of the sixty-(60) day notice. This agreement shall become null and void if either party's license has been revoked or if there is a change in ownership.

External Support,	Hospital
Signature: 	Signature: 
Title: Chairman	Title: Administrator
Organization: Jasper County BOC	Hospital: Jasper Health Services, Inc.
Date: September 8, 2008	Date: <u>9-8-08</u>



Jasper Health Services, Inc.

(Jasper Memorial Hospital and The Retreat Nursing Home)

Emergency Operations Agreement

Transportation *within County*

External Support

This agreement is made between Jasper Health Services, Inc. dba Jasper Memorial Hospital/ The Retreat Nursing Home, an organization as established under the laws of the state of Georgia and hereinafter referred to as Hospital, and Jasper County Senior Citizens Center hereinafter referred to as External Support organization.

If a disruptive even or emergency situation occurs affecting the Hospital, the External Support shall provide the following (as listed below) to the Hospital, as necessary or requested by the Hospital, without regard to race, color, creed, national origin, age, sex, religion, handicap, or payment status. *The extent of the support will be dependent upon the availability of resources in the area and any other urgent matters involving the safety and welfare of the public as deemed necessary by local and/ or state emergency management officials.*

Personnel and Vehicles as necessary to provide Non-emergency transportation of patients and residents to locations as designated by the affected Hospital and possibly at the direction of local and/ or state emergency management officials.

In order to prevent duplication of the limited resources/ services which would be in demand during a disruptive event, the Hospital respectfully requests that the External Support organization provide immediate notification to the Hospital if they are currently contracted or become contracted in the future with any other Hospitals to provide these same resources/ services.

This agreement shall become effective on November 3rd, 2020 and shall continue in effect indefinitely, with the exception that either party may amend any portion thereof, or may terminate such agreement by providing sixty (60) day written notice to the other party of its intentions regarding any amendments or termination. If such notice is for termination, this agreement shall be automatically terminated at the expiration of the sixty (6) day notice. This agreement shall become null and void if either party's license has been revoked or if there is a change of ownership.

External Support

Hospital

Signature

Signature

Title

Title

Organization

Hospital

Date

Date

Business Item - 6

Agenda Request – Jasper County BOC

Department: Finance

Date: December 7, 2020

Subject: FY 2021 1st Quarter Financial Report

Summary:

Staff will present a Financial Report for 1st Quarter FY2021.

Background:

Cost:

None

Recommended Motion:

None Required

JASPER COUNTY BOARD OF COMMISSIONERS

FY2021 1ST QUARTER

FINANCIAL REPORT

JUNE 30, 2021

FUND #		FY 2021 BUDGET	FY 2021 ACTUAL	% COLLECTED	% REMAINING
100	GENERAL FUND - REVENUE				
LINE #					
1	ADVALOREM PROPERTY TAX	\$ 6,081,643	\$ 2,378,515	39.1%	60.9%
2	VEHICLE & MOBILE HOME TAX	\$ 826,012	\$ 287,476	34.8%	65.2%
3	PRIOR YEARS TAX	\$ 204,300	\$ 110,979	54.3%	45.7%
4	FOREST LAND PROTECTION GRANT	\$ 560,709	\$ -	0.0%	100.0%
5	LOCAL OPTION SALES TAX	\$ 694,818	\$ 205,163	29.5%	70.5%
6	INSURANCE PREMIUM TAX	\$ 770,000	\$ -	0.0%	100.0%
7	TAX COMISSIONER COMMISSION	\$ 200,000	\$ 84,861	42.4%	57.6%
8	TIMBER TAX	\$ 60,000	\$ 6,509	10.8%	89.2%
9	RAILROAD TAX	\$ 30,000	\$ -	0.0%	100.0%
10	REAL ESTATE TRANFER TAX	\$ 32,000	\$ 19,303	60.3%	39.7%
11	INTANGIBLE TAX	\$ 88,000	\$ 61,217	69.6%	30.4%
12	ALCOHOL EXCISE TAX	\$ 60,000	\$ 19,643	32.7%	67.3%
13	BUSINESS LICENSE TAX	\$ 20,000	\$ -	0.0%	100.0%
14	ENERGY EXCISE TAX	\$ 5,500	\$ 1,393	25.3%	74.7%
15	SPECIAL DIGEST - STANTON SPRINGS	\$ 186,162	\$ -	0.0%	100.0%
16	OTHER TAXES	\$ 750	\$ 344	45.9%	54.1%
17	PENALTIES & INTEREST	\$ 91,500	\$ 43,721	47.8%	52.2%
18	EMS	\$ 355,000	\$ 86,970	24.5%	75.5%
19	PROBATE COURT	\$ 120,000	\$ 33,655	28.0%	72.0%
20	SUPERIOR COURT	\$ 125,000	\$ 47,172	37.7%	62.3%
21	SHERIFF	\$ 40,000	\$ -	0.0%	100.0%
22	JAIL	\$ 14,000	\$ 2,161	15.4%	84.6%
23	RECREATION	\$ 60,000	\$ (120)	-0.2%	100.2%
24	PLANNING & ZONING	\$ 120,500	\$ 41,175	34.2%	65.8%
25	EMA	\$ 5,000	\$ -	0.0%	100.0%
26	ANIMAL CONTROL	\$ 5,500	\$ 820	14.9%	85.1%
27	FIRE DISTRICT - JCWSA	\$ 43,500	\$ 26,665	61.3%	38.7%
28	CARES GRANT	\$ -	\$ 589,644		
29	FOREST WILDLIFE GRANT	\$ 25,000	\$ -	0.0%	100.0%
30	INTEREST	\$ 25,000	\$ 2,874	11.5%	88.5%
31	FAMILY CONNECTION GRANT	\$ 48,000	\$ 7,815	16.3%	83.7%
32	OTHER REVENUE	\$ 6,452	\$ 15,707	243.4%	-143.4%
33	SENIOR CENTER	\$ 139,567	\$ 36,599	26.2%	73.8%
34	TOTAL GENERAL FUND REVENUE	\$ 11,043,913	\$ 4,110,258	37.2%	62.8%

100	GENERAL FUND -	FY 2021 BUDGET	FY 2021 ACTUAL	% EXPENDED	% UNENCUMBERED
DEPT #	EXPENDITURES				
35	100 GENERAL GOVERNMENT	\$ 2,148,534	\$ 583,734	27.2%	72.8%
36	200 JUDICIAL	\$ 858,781	\$ 180,060	21.0%	79.0%
37	300 PUBLIC SAFETY	\$ 4,967,968	\$ 991,813	20.0%	80.0%
38	400 PUBLIC WORKS	\$ 1,952,581	\$ 438,419	22.5%	77.5%
39	600 CULTURE/RECREATION	\$ 501,247	\$ 108,683	21.7%	78.3%
40	700 HOUSING & DEVELOPMENT	\$ 338,094	\$ 58,809	17.4%	82.6%
41	900 APPROPRIATIONS	\$ 341,396	\$ 67,176	19.7%	80.3%
42	950 COMPONENT UNITS	\$ 661,156	\$ 165,289	25.0%	75.0%
43	900 CAPITAL TRANSFER	\$ -	\$ -		
44	TOTAL GENERAL FUND EXPENDITURES	\$ 11,769,757	\$ 2,593,985	22.0%	78.0%

JASPER COUNTY BOARD OF COMMISSIONERS

FY2021 1ST QUARTER

FINANCIAL REPORT

JUNE 30, 2021

LINE #	DEPT #	GENERAL FUND - EXPENDITURES	FY 2021 BUDGET	FY 2021 ACTUAL	% EXPENDED	% UNENCUMBERED
	100	GENERAL GOVERNMENT-				
45	01110	BOARD OF COMMISSIONERS	\$ 235,991	\$ 47,458	20.1%	79.9%
46	01300	EXECUTIVE	\$ 202,083	\$ 41,125	20.4%	79.6%
47	01400	ELECTIONS	\$ 28,962	\$ 2,327	8.0%	92.0%
48	01401	REGISTRAR	\$ 66,495	\$ 12,483	18.8%	81.2%
49	01510	FINANCIAL ADMINISTRATION	\$ 129,232	\$ 24,717	19.1%	80.9%
50	01540	HUMAN RESOURCES	\$ 105,715	\$ 17,216	16.3%	83.7%
51	01545	TAX COMMISSIONER	\$ 252,757	\$ 56,594	22.4%	77.6%
52	01150	TAX ASSESSOR	\$ 315,553	\$ 63,547	20.1%	79.9%
53	01565	GOV'T BUILDINGS	\$ 453,830	\$ 232,234	51.2%	48.8%
54	80000	DEBT SERVICE	\$ 357,916	\$ 86,035	24.0%	76.0%
55		TOTAL GENERAL GOVERNMENT	\$ 2,148,534	\$ 583,734	27.2%	72.8%
	200	JUDICIAL-				
56	02150	SUPERIOR COURT	\$ 374,757	\$ 75,911	20.3%	79.7%
57	02200	DISTRICT ATTORNEY	\$ 53,037	\$ 11,282	21.3%	78.7%
58	02400	MAGISTRATE COURT	\$ 127,528	\$ 28,998	22.7%	77.3%
59	02450	PROBATE COURT	\$ 191,501	\$ 37,285	19.5%	80.5%
60	02600	JUVENILE COURT	\$ 5,000	\$ 1,083	21.7%	78.3%
61	03100	COURTS: OTHER COSTS	\$ 106,958	\$ 25,501	23.8%	76.2%
62		TOTAL JUDICIAL	\$ 858,781	\$ 180,060	21.0%	79.0%
	300	PUBLIC SAFETY-				
63	03300	SHERIFF	\$ 2,451,097	\$ 461,317	18.8%	81.2%
64	03326	JAIL	\$ 1,000,343	\$ 184,999	18.5%	81.5%
65	03360	COURTHOUSE SECURITY	\$ 115,611	\$ 26,856	23.2%	76.8%
66	03550	FIRE RESCUE	\$ 1,204,170	\$ 258,624	21.5%	78.5%
67	03700	CORONER	\$ 25,895	\$ 6,828	26.4%	73.6%
68	03900	ANIMAL CONTROL	\$ 155,386	\$ 30,885	19.9%	80.1%
69	03920	EMERGENCY MANAGEMENT	\$ 15,466	\$ 22,304	144.2%	-44.2%
70		TOTAL PUBLIC SAFETY	\$ 4,967,968	\$ 991,813	20.0%	80.0%
71	400	PUBLIC WORKS-ROADS AND BRIDGES	\$ 1,952,581	\$ 438,419	22.5%	77.5%
	600	CULTURE/RECREATION-				
72	06100	RECREATION-	\$ 261,115	\$ 54,260	20.8%	79.2%
73	06200	SENIOR CENTER	\$ 240,132	\$ 54,423	22.7%	77.3%
74		TOTAL CULTURE/RECREATION	\$ 501,247	\$ 108,683	21.7%	78.3%
	700	HOUSING DEVELOPMENT-				
75	07100	COUNTY EXTENSION SERVICE	\$ 101,124	\$ 5,392	5.3%	94.7%
76	07410	PLANNING AND ZONING	\$ 236,970	\$ 53,418	22.5%	77.5%
77		TOTAL HOUSING AND DEVELOPMENT	\$ 338,094	\$ 58,809	17.4%	82.6%

JASPER COUNTY BOARD OF COMMISSIONERS

FY2021 1ST QUARTER

FINANCIAL REPORT

JUNE 30, 2021

			FY 2021 BUDGET	FY 2021 ACTUAL	% EXPENDED	% UNENCUMBERED
100	GENERAL FUND -					
DEPT #	EXPENDITURES					
900	APPROPRIATIONS/CONTINGENCY-					
78	572015	JASPER MEMORIAL HOSPITAL	\$ 14,000	\$ 450	3.2%	96.8%
79	572030	DEPT OF FAMILY AND CHILDRENS SERVICES	\$ 10,375	\$ 2,594	25.0%	75.0%
80	572060	CONSERVATION	\$ 3,000	\$ 750	25.0%	75.0%
81	572070	JC BOARD OF EDUCATION	\$ 34,000	\$ 7,919	23.3%	76.7%
82	572080	PUTNAM-JASPER SUPPORT SERVICES	\$ 5,760	\$ 1,440	25.0%	75.0%
83	572100	UNCLE REMUS LIBRARY	\$ 100,043	\$ 25,011	25.0%	75.0%
84	572101	UNCLE REMUS LIBRARY - 2% LOST	\$ 12,942	\$ 4,103	31.7%	68.3%
85	57211	GA FORESTRY	\$ 15,876	\$ 3,969	25.0%	75.0%
86	572179	FAMILY CONNECTION	\$ 8,500	\$ 2,125	25.0%	75.0%
87	572180	FAMILY CONNECTION	\$ 50,000	\$ 7,815	15.6%	84.4%
88	572190	CHAMBER OF COMMERCE	\$ 44,000	\$ 11,000	25.0%	75.0%
89	572200	FOUR COUNTY DEV AUTHORITY	\$ -	\$ -		
90	573000	JCSWA	\$ 42,900	\$ -	0.0%	100.0%
91	579000	CONTINGENCY & PAYROLL CONTINGENCY	\$ -	\$ -		
92	579200	911 AUTH PAYROLL CONTINGENCY	\$ -	\$ -		
93		TOTAL APPROPRIATIONS/CONTINGENCY	\$ 341,396	\$ 67,176	19.7%	80.3%
950	COMPONENT UNITS-					
94	611200	JASPER COUNTY HEALTH DEPARTMENT	\$ 54,967	\$ 13,742	25.0%	75.0%
95	611300	ECONOMIC DEVELOPMENT AUTHORITY	\$ 107,513	\$ 26,878	25.0%	75.0%
96	611400	E911 JOINT COUNTY AUTHORITY	\$ 362,715	\$ 90,679	25.0%	75.0%
97	612500	TRANSFER TO SENIOR CENTER	\$ -	\$ -		
98	612540	TRANSFER TO LANDFILL	\$ 150,063	\$ 37,516	25.0%	75.0%
99	618000	TRANSFER FROM CURBSIDE	\$ (14,102)	\$ (3,526)	25.0%	75.0%
100		TOTAL COMPONENT UNITS	\$ 661,156	\$ 165,289	25.0%	75.0%
101	600010	CAPITAL TRANSFER	\$ -	\$ -		

Business Item - 7:

Agenda Request – Jasper County BOC

Department: Human Resources

Date: December 7, 2020

Subject: Human Resources and County Boards Report

Summary:

Staff will present a Human Resource Report and upcoming Board Appointments needed.

Background:

Staff has been requested to provide A Human Resource Report along with upcoming expired Board appointments to the Board of Commissioners. Reports will be provided in the months of March, June, September, and December going forward.

Cost:
None

Recommended Motion:

None Required



Jasper County Human Resources Report

Period Covered: June 2020 – November 2020

Current Open Positions

Public Works Director

Equipment Operator (1)

Paramedic (1)

EMT (3)

New Hires

Sheriff/Jail – 5

Fire Rescue – Part-time – 2

Registrar/Election – Part-time – 5

Public Works – 1

P&Z – 2

Animal Control – Part-time - 2

Terminations/Resignations

Public Works - 2

Sheriff – 2

Jail - 2

Fire Rescue – 1

Animal Control – 1

P&Z – 1

BOC - 1

Total Employees = 174

Full-time = 119

Part-time = 55



Jasper County Boards Report

Period Covered: June 2020 – November 2020

Board Appointments Needed:

Jasper County Water & Sewer Authority: 6 Vacancies

- ❖ We have advertised for this Board on numerous times and not received any responses.

Jasper County DFCS Board: 1 vacancy

- ❖ Still have one vacancy that was never filled from last advertisement

911 Authority: 3 vacancies (in March 2021)

Alcovy Shores Water: 1 vacancy (in February 2021)

P & Z Board: 2 vacancies (in March 2021)

Board of Appeals: 1 vacancy (in March 2021)

Business Item 8:

Agenda Request – Jasper County BOC

Department: Board of Commissioners

Date: December 7, 2020

Subject: 2021 Board of Commissioner Meeting Dates Approval

Summary:

Review Proposed 2021 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 1st Monday of each month as outlined above.

Cost: None

Recommended Motion:

Motion to approve the 2021 Meeting Schedule as presented.

Jasper County Board of Commissioners

2021 Regular Meeting Dates:

All meetings will begin at 6:00 p.m.

Monday, January 4th

Monday, February 1st

Monday, March 1st

Monday, April 5th

Monday, May 3rd

Monday, June 7th

Monday, July 12th

Monday, August 2nd

Monday, September 13th

Monday, October 4th

Monday, November 1st

Monday, December 6th

Business Item 9:

Agenda Request – Jasper County BOC

Department: Board of Commissioners

Date: December 7², 2020

Subject: 2021 Tentative Holidays Approval

Summary:

A list of proposed 2021 Holidays has been listed for Commissioners review.

Background:

See proposed list of Holidays for 2021.

Cost: None

Recommended Motion:

Motion to approve the 2021 Proposed Holidays

2021 Tentative Holidays:

New Year's Day Friday, January 1, 2021

Martin Luther King Day Monday, January 18, 2021

President's Day, Monday, February 15, 2021

Good Friday, Friday, April 2, 2021

Memorial Day Monday, May 31, 2021

Independence Day Monday, July 5, 2021

Labor Day Monday, September 6, 2021

Columbus Day Monday, October 11, 2021

Veterans Day Thursday, November 11, 2021

Thanksgiving Day Thursday, November 25, 2021

Day after Thanksgiving Friday, November 26, 2021

Christmas Eve (Observed), Thursday, December 23, 2021

Christmas (Observed) Friday, December 24, 2021

New Year's Day (Observed) Friday, December 31, 2021

Business Item – 10:

Agenda Request – Jasper County BOC

Department: Board of Commissioners

Date: December 7, 2020

Subject: Schedule Work Sessions as needed

Summary:

Work sessions to be scheduled as needed.

Background:

January 2021 BOC Meeting – January 4, 2020

Cost:

Recommended Motion: