

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

**\*\*\*COMMISSIONERS MEETING ROOM GROUND FLOOR\*\*\***

**MONTICELLO, GEORGIA**

**June 7, 2021**

**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 with limited Seating. \*\*\***

<b>I. Call to Order (6:00 p.m.)</b>				
NAME	PRESENT	ABSENT	LATE	ARRIVED
DISTRICT 1 – SHEILA G. JONES	<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 - STEVEN LEDFORD	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

**II. Pledge of Allegiance –**

**III. Invocation – District 5**

**IV. Approval of Agenda**

**V. Consent Agenda –**

1. Approval of Minutes:

- April 26, 2021 – Work Session
- May 3, 2021 Regular Meeting Minutes
- May 27, 2021 Called Meeting Minutes

2. Check Register – Check #'s **61440 - 61735**

**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.*

**VII. 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.*

**VIII. Citizens Comments**

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

**IX. County Commissioner Items**

## **X. Regular Agenda**

### **Business Items:**

1. Recreation Department Board Appointments
2. Jasper County Water and Sewer Authority Board Appointments
3. Memorandum of Understanding - Chamber of Commerce
4. Senior Center Food Contract
5. GDOT ROW Easement – Waters Street
6. General Fund Bank Account – American Rescue Plan Act Funds
7. Ocmulgee Circuit Public Defender’s Office - Georgia Indigent Defense Services Agreement
8. Human Resources Report
9. FY 2021 3rd Quarter Financial Report
10. FY 2022 Budget Consensus
11. Schedule Work Sessions and Called Meetings

## **XI. County Attorney Items**

## **XII. County Manager Update**

## **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: June 7, 2021

Subject: Approval of Minutes

Summary:

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

- April 26, 2021 – Work Session
- May 3, 2021 Regular Meeting Minutes
- May 27, 2021 Called Meeting Minutes

Background:

Cost: \$0

**Recommended Motion:**

**Approve minutes for:**

- April 26, 2021 – Work Session
- May 3, 2021 Regular Meeting Minutes
- May 27, 2021 Called Meeting Minutes

# Jasper County Board of Commissioners

April 26, 2021

## 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; Sheila Jones; Don Jernigan; and Steven Ledford.

Staff Present: Mike Benton, County Manager and Sharon Robinson, County Clerk.

### Work Session:

**1. Tax Sale on May 4, 2021- Old Methodist Church Building- 24 Short Street Monticello- Parcel M05A 028:**

Tax Commissioner Angela Walsh stood before the board to discuss the upcoming tax sale on May 4<sup>th</sup> of the Old Methodist Church building. She stated that she normally holds two sales per year. She stated that she has tried to sell the building before to no avail. Ms. Walsh stated that she spoke with her attorney and they decided that a judicial sale would be the best option. This way there will not have to be a wait for the buyer to make improvements to the building. The Downtown Development Authority has shown interest in purchasing the building. She stated that the least she could sell the property for is \$2500 which will cover the taxes and fees. The total amount due right now is \$8,691.60. This includes attorney fees as well as penalty and interest. Ms. Walsh requested permission to lower the bidding point if there are not bidders.

**2. FY 2022 Budget Book Presentation:**

Mr. Benton discussed the preliminary budget. He stated that the total digest (assessed value) totaled \$677,948,122 before exemptions. The exemptions totaled \$166,357,552. The net digest is 511,590,570. The net Jasper County new real growth is \$16,127,207. The preliminary rollback rate for 2022 is 13.826.

Commissioner Stunkel stated that Timber is not going to be cut as much so that amount should be lowered. He also stated that auto companies are at a standstill with making cars as well because of a shortage in backup cameras that are mandatory for the vehicles.

Commissioner Jernigan asked if the Recreation Department had funds from a fundraiser. Mr. Benton stated that they do have funds. They are planning to do more fund raisers and would like to have full control over the funds that are raised.

Commissioner Stunkel stated that material cost is going to be good for sales tax but not for building permits.

Mr. Benton stated that the beginning proposed budget is \$10,452,693 before agencies, debt services. That is a \$376,841 increase. Some of that is mandatory increases.

Ms. Robinson explained the process of how the retirement works for employees. The retirement starts on the January after the employee's two year anniversary. The county matches 6%. The employee puts in 3%.

Mr. Benton clarified that the capital expenditures are only requests.

Chairman Henry stated the Capital Expenditures should be removed from the total.

Mr. Benton stated that one change that was made this year was instead of sending out blank pages. In past the column L was left blank. This year the top section was pre-filled with known changes.

Commissioner Stunkel questioned the Magistrate's request. Mr. Benton stated that it needed a lot of work.

Mr. Benton stated that the Recreation Director is asking for an additional position to replace the assistance that he usually receives from the Sheriff's office.

Sheriff Pope stated that because there are so few inmates there is a smaller pool of people who qualify to go out on work detail. They identified 5 and ask them if they would be willing to take the vaccine in order to be able to go on work detail and they all declined.

Commissioner Stunkel suggested to adjust the items down to what the annualized would be.

### **3. Additional Topics as Needed. None**

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Bruce Henry, Chairman

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Sharon S. Robinson, Clerk

**Jasper County Board of Commissioners**  
**May 3, 2021**  
**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, Sheila Jones and Steven Ledford

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 remove the Public Hearing and Business Item #4 and add Right of Way Road Trimming quotes. Commissioner Jernigan seconded the motion, passed unanimously. Commissioner Stunkel motioned to approve the agenda with the changes. Commissioner Jernigan seconded the motion, passed unanimously.

**Consent Agenda:**

**Approval of Minutes:**

Commissioner Ledford motioned to approve the minutes for:

- April 5, 2021 Regular Meeting

Commissioner Stunkel seconded the motion, passed unanimously.

**Check Register:**

Commissioner Ledford motioned to approve the check register check numbers **61161-61439**. Commissioner Jones seconded the motion, passed unanimously.

**Public Hearing: Cancelled**

**Presentations/Delegations-**

**The Foundations of American Law & Governmental Display Presented by Lynda Brown with Ten Commandments Georgia.**

Ms. Lynda Brown of Ten Commandments of Georgia stood before the board to present about the American Law & Governmental Display. She stated that there are 9 documents that they would like to place in the courthouses throughout Georgia that are educational and informational. The documents include the Ten Commandments, Mayflower Compact, Magna Carter, Declaration of Independence, Bill of Rights, Preamble to the Georgia State Constitution, Star Spangled Banner, a picture of Lady Justice, and the national motto in God we Trust. She gave some history about how Jasper County got its name. The documents are 18x24 framed. It is \$1200 for the documents. She stated that they are in over 1/3 of the counties in Georgia.

**Damian Tripp, Director of JC Travel Sports, will give a presentation on the JDC Ducks Basketball Program.**

Clint Lavaughn one of the coaches for the JC Travel Sports Basketball team spoke to the board about the basketball team. He gave some history about the program. They have been in existence for over four years. They have 3<sup>rd</sup> through 12<sup>th</sup> grade teams and is in the process of trying to create a girls team.

### **Four County Development Authority Presentation- Presented by Steve Jordan**

Mr. Steve Jordan of the Four County Development Authority. He asked that Shane Short and Sarah Hall to make a presentation to the county. Mr. Short stated that the Authority just closed on another property. The JDA sent money back to the four counties that invested into Stanton Springs. The JDA presented a check to the Chairman for \$695,500.

Mr. Jordan stated that the initial investment from Jasper County was \$1,070,426. The total amount that has been paid back to the county is \$1,295,586.

### **Citizens Comments:**

**Leo Schoenith-** Mr. Schoenith stated that he did not have anything to say at the moment. He was hoping to speak about the fiber optics for Jasper County.

**Janie Morris-** Ms. Morris stated that she and her husband were present in support of the documents from Ten Commandments GA to be placed in the courthouse.

**Susan Holmes-** Ms. Holmes stood before the board. She gave kudos to the Four county JDA. She gave some updates from the State Representative's office. The GDOT has announced that they plan to pave Hwy 83 from the Monroe County Line to the City of Monticello. The truck route is scheduled to start in early fall. She stated that she would like to see the county and City of Monticello work together. Ms. Holmes also spoke about broadband throughout the county. She encouraged the board to move forward with that project.

**Lee Jordan-** Mr. Jordan stated that he would like to see big no littering sign at the beginning of Goolsby Road.

**Denise Jordan-** Ms. Jordan stood before the board. She stated that she is standing in support of the documents being place in the courthouse.

**Gail Harrell (Mayor Pro-Tem- Monticello):** Ms. Harrell stood before the board. She thanked everyone who has come out to help with trash pick-up.

### **Commissioner's Items:**

**Commissioner Ledford-**

**Commissioner Stunkel-** None

**Commissioner Jernigan-** None

**Commissioner Jones-** None

**Chairman Henry-** Chairman thanked everyone for attending the meeting.

### **Regular Agenda:**

**Item 1: The Foundations of American Law & Governmental Display-** Representative Holmes agreed to pay the full amount of \$1200 for the documents to be placed at the courthouse.

Commissioner Jernigan stated if we choose to put the documents in the courthouse we may open ourselves up to other religious organizations that we may not like or agree with. He stated that this doesn't mean that he is against doing it but would like to make us aware of both sides.

Commissioner Ledford motioned to approve the offer from Rep. Susan Holmes to pay the \$1200 for the Foundations of American Law & Government Display. Commissioner Stunkel seconded the motion, passed unanimously.

**Item 2: Older Americans Month Proclamation- Senior Center:** Tracy Norton (Senior Center Director) stood before the board to ask them to proclaim May as Older American Month. She read the proclamation to the board.

Commissioner Jernigan motioned to proclaim the Month of May 2021 as Older American Month. Commissioner Ledford seconded he motion, passed unanimously.

**Item 3: Jasper County Water and Sewer Authority Board Appointments:** Commissioner Stunkel motioned to table the board appointments until the next meeting. Commissioner Ledford seconded the motion, passed unanimously.

**Item 4: General Auction- Special Use Permit Application:** Removed

**Item 5: Tax Commissioner Tax Sale Property- 24 Short Street Monticello- Parcel M05A 028:** Ms. Walsh stood before the Board to request permission to lower the bid amount on the Old Methodist Church at 24 Short Street. The starting bid amount will be \$8,615.51. She stated that she has tried to sell the property before. The lowest bid would be \$2500. Commissioner Jernigan motioned to authorize the Jasper County Tax Commissioner to lower the bid amount and release the delinquent taxes if there are not any bids for the property at 24 Short Street, Monticello. Commissioner Stunkel seconded the motion, passed unanimously.

**Item 6: Central Georgia EMC Broadband Project:** Chairman Henry stated that amount that Central GA EMC is requesting to get started is \$900,000. We have some buy in from the Board of Education but do not know exactly how much they will be able to put in just yet.

Commissioner Stunkel motioned to invest \$900,000 and work with CGEMC on payment plan to move forward with the Broadband Initiative. Commissioner Ledford seconded the motion, passed unanimously.

Commissioner Jernigan stated that he received some calls from some of his constituents in his district that are not on Central GA EMC that expressed they don't think the county should move forward with this since all of the residents will not be able to benefit from it. He ask why haven't the county went after grants for something similar. He stated that with that said, we have to look at the bigger picture.

Commissioner Ledford asked about there being funds in the American Rescue Plan.

Chairman Henry stated that there is funding in the plan that can be used for broadband.

**Item 7: Code Enforcement IGA- City of Monticello:** The City of Monticello is requesting the Jasper County BOC to enter into an Intergovernmental Agreement for Building Inspection, Code Enforcement and Court Services. Chairman Henry stated that we are not spending any money.

Commissioner Jones motioned to authorize Chairman to sign the intergovernmental agreement for Building Inspection, Code Enforcement, and Court Services with the City of Monticello. Commissioner Jernigan seconded the motion, passed unanimously.

**Item 8: Janitorial Services Bid Results:** Ms. Sharon Robinson stood before the board to present the bids for the Janitorial services for the courthouse. The sole bidder was our current provider Wildfire Industries. The bid was \$43,200 annually for a three year contract.



Commissioner Stunkel motioned to accept and authorize Chairman to sign a 3-year contract for Janitorial Services with Wildfire Industries in the amount of \$43,200 to be paid monthly at the rate of \$3600. Commissioner Ledford seconded the motion, passed unanimously.

**Item 9: Pest Control Services Bid Results:** Ms. Robinson presented the bids for the Pest Control Services for the County. There were three bidders. The lowest bid came from Prime Pest for \$305 per month which is \$57 less than our current rate with Terminix.

Commissioner Stunkel motioned to accept the low bid from Prime Pest and authorize Chairman to sign a 3-year contract for the monthly amount of \$305. Commissioner Ledford seconded the motion, passed unanimously.

**Item 10: 2021 LMIG Bid Award:** Mr. Robert Jordan presented the 2021 LMIG bids. We received bids from two companies. There will be two roads taken care of with this award. Pintail Drive in Turtle Cove and complete Post Road (1.67). The lowest bid came from Pittman Construction. That bid was \$657,275.27.

Commissioner Stunkel motioned to award 2021 LMIG Project consisting of 1.76 miles FDR on Post Road and .16 miles Patch, Levelling and Overlay on Pintail Drive to Pittman Construction in the amount of \$657,275.27. Commissioner Ledford seconded the motion, passed unanimously.

**Item 11: Right of Way Road Trimming Quotes:** Chairman Henry stated that we used Benton Tree Service last year for tree trimming for Jackson Lake Road, Turtle Cove Trailway, and Whip-poor-will. Commissioner Stunkel stated that there are a lot of people who can't take their boats to the water because of the tree limbs being out so far. The board asked the County Manager to get numbers to bring back to the board, they agreed what he did last year is fine

**Item 12: FY 2022 Budget Discussion:** Mr. Benton stated that the biggest change was to change the page to reflect just the operating money. The capital Expenditures has been removed. The proposed revenues is \$11,711,001. At this time the unfunded amount is \$185,718.

Chairman Henry stated that looks like the courts have the biggest increases. Mr. Benton stated that most of those are built in increases.

Mr. Benton stated that the total increase for the Ocmulgee Judicial Circuit increase to \$60,366. This covers the judges' salaries, supplements, and some other costs.

Mr. Pate stated that there is not room to not fund the request. The request includes the Indigent Defense fund. The Clerk of Courts is requesting \$8,200 for indigent defense that goes through the Probate Court.

There is a requested increase of \$11,885 for the Magistrate Court. This is fixed cost. Mr. Benton stated that we have had issues in the past with what has been turned in. Commissioner Stunkel stated that we have to require that the Magistrate Judge come in before the board to justify his budget. He stated that the board has more power than he has. Office supplies are going from \$208 to \$2500. Mr. Benton stated that in the past the Clerk of Court is no longer sharing the cost of supplies.

The Publics Works Department's largest increase come from gravel. Mr. Benton asked if the Chip Seal will be SPLOST or operating funds.

The biggest increase with Planning and Zoning is the inspection line.

With the Agencies the two largest areas is the Health Department that is asking for \$21,000. The request is for a Vision screening machine. Chairman Henry stated that should be listed under capital.

The 911 Authority is asking for \$30,000. This should be a one-time cost. This would be used for the scrutinizing of the 911 finances.

Commissioner Jernigan asked how close we are to rotating out the county vehicles regularly. Mr. Benton stated that we are coming up with a plan.

The Coroner has identified a used vehicle that he would like to purchase to replace the 1986 Suburban that he is currently using.

Commissioner Stunkel motioned to go ahead and purchase 2013 Ford Van with lift for coroner from Jefferson Funeral Home in the amount of \$16,350 using Fund Balance.

Commissioner Stunkel is going to stop by Public Works to look at the Mack.

The Tanker should be reduced down to 260K.

Commissioner Stunkel motioned to go ahead and purchase a Snapper zero turn mower from Jasper County Small Engine in the amount of \$9,400 to come out of Fund Balance. Commissioner Jernigan seconded the motion, passed unanimously.

**Item 13: Schedule Work Sessions and Called Meetings:** There is a Work Session scheduled for May 10<sup>th</sup>. The FY 2020 Audit will be presented as well.

**County Attorney Items:** None

**County Manager Items:**

**Executive Session:** None

**Adjourn:**

Commissioner Stunkel motioned to adjourn the meeting at 9:06 p.m. Commissioner Ledford seconded the motion, passed unanimously.

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Bruce Henry, Chairman

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Sharon Robinson, Clerk

**Jasper County Board of Commissioners**

**May 27, 2021**

**Called 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, Sheila Jones and Steven Ledford

Staff Present: Mike Benton, County Manager, and David Ozburn, County Attorney.

**Pledge of Allegiance:**

**Invocation:** District 4- Commissioner Gerald Stunkel

**Agenda Approval:** Chairman Henry stated that we need to add a presentation from Lynn Bentley as item #1 on the agenda. Commissioner Ledford motioned to approve the agenda with the addition. Commissioner Jernigan seconded the motion, passed unanimously.

**Consent Agenda:** None

**Public Hearing:** None

**Presentations/Delegations-** None

**Citizens Comments:** None

**County Commissioner's Items:**

**Commissioner Ledford-** None

**Commissioner Stunkel-** None

**Commissioner Jernigan-** Commissioner Jernigan stated that he has heard from some of the Department heads about vehicles that have been approved to purchase. He would like for us to move forward with these purchases as soon as we can.

**Commissioner Jones-** None

**Chairman Henry-** None

**Regular Agenda:**

**Item 1: Tax Assessor's Office Vehicle:** Ms. Lynn Bentley, Tax Assessor stood before the board to present option for the tax assessor vehicle. She stated that she test drove some of the options. The Blazer and Durango were closer to the \$40,000 range, but neither were 4-wheel drives. She drove the Subaru which was cheaper but drove better. She stated that the salesman in Macon has been persistent. Mr. Benton stated that the insurance company had offer \$7,319 for the vehicle that was damaged.

Commissioner Stunkel motioned to approve the purchase of the Subaru from Subaru of Macon for a total of \$28,775 using the insurance payment and the rest coming from Fund Balance. Commissioner Jernigan seconded the motion, passed unanimously.

**Item 2: FY 2022 Budget Discussion:** Mr. Mike Benton stated during the last budget discussion there was a difference of \$106,888 in the presented budget and the revenues. In an effort to get close to a balanced budget with some scrubbing we are at a difference of \$25,388. We reduced expenditures by \$26,500. The revenue was revised up by \$55,000.

Commissioner Stunkel asked if the Chief Magistrate ever got back to them about his office supplies. Mr. Benton stated that he did revise his request earlier.

Mr. Benton stated that the proposed budget is \$11,724,289. The projected revenue is \$11,906,585. With those numbers there was a surplus of \$182,396. There is consideration for a 3% COLA across the board. That total is \$134,809, the County Finance position \$65,224, and the Recreation part-time \$7,751.

Commissioner Stunkel motioned to approve the Finance Senior Accountant position and the Recreation seasonal part-time position. Commissioner Ledford seconded the motion, passed unanimously.

Chairman Henry stated that he would like to see these positions advertised right away.

Commissioner Jernigan stated that he likes the idea of the 3% across the board but he feels the department heads should work with HR to make sure that it is merit based.

Commissioner Jernigan motioned to approve a 3% COLA to be distributed across the board to employees based on performance evaluations. Commissioner Stunkel seconded the motion, passed unanimously.

Chairman Henry stated that there is a request for \$3 raise for the Magistrate Admin. He stated that anyone asking for more than the 3% raise is off the table.

Commissioner Stunkel stated that under the Agencies the Public Facilities Authority is not listed with any type of funding. He would like to see some type of funding. He stated that they are working on figuring out what they will need.

Commissioner Jernigan motioned to add \$10,000 for the Public Facilities Authority to the list of Agencies. Commissioner Jones seconded the motion, passed unanimously.

Mr. Benton stated that the current millage is 14.533 and the rollback rate keeping the taxes the same is 13.826. The current for the hospital is .811 the rollback is .772 with no tax increase.

Mr. Benton stated that later we will be presenting for adoption a special district fire protection fee. This is recouping funds that the county paid. The fee has been \$28.63 for years.

Mr. Benton stated that we will have to adopt a curbside fee. The current fee is 151.31. Advance Disposal presented an increase of 1.7%.

Commissioner Stunkel motioned to allow immediate purchase of vehicles as long as they do not exceed the originally approved amount without going through the bid process. Commissioner Ledford seconded the motion, passed unanimously.

**County Attorney Items: None**

**County Manager Items:**

**Executive Session:** Commissioner Stunkel motioned to go into Executive Session for potential litigation and possible land purchase. Commissioner Jones seconded the motion, passed unanimously.

Commissioner Stunkel motioned to come out of Executive Session. Commissioner Jernigan seconded the motion, passed unanimously.

**Adjourn:**

Jasper County Board of Commissioners Meeting Minutes May 27, 2021 – Called Meeting

Commissioner Stunkel motioned to adjourn the meeting at 8:20 p.m. Commissioner Ledford seconded the motion, passed unanimously.

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Bruce Henry, Chairman

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Sheila Belcher, Administrative Specialist

**Consent Agenda – Item 2:**

**Agenda Request – Jasper County BOC**

**Department:** Board of Commissioners

**Date:** June 7, 2021

**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 **61440 - 61735**

**Business – Item 1:**

**Agenda Request – Jasper County BOC**

**Department:** Recreation

**Date:** June 7, 2021

**Subject:** Recreation Department Board Appointments

**Summary:**

Jasper County Recreation Board has several vacancies that need to be filled. 2 term replacements, and 3 terms expiring. The expiring terms are 3-year terms and will expire July 2021 (1) and August 2021 (2). The open positions have been advertised.

The following people have expressed interest in serving on the Board:

Ashley Clegg – re-appointment  
Isaac Nesler  
Justin Haizlip  
Phillip Capes  
Valerie Dale Pennamon

**Background:**

The Jasper County Recreation Board is a nine (9) member board

Terms expiring include:

Ashley Clegg (July 2021) and Shaye Ellison (August 2021); Billy Stanley has resigned his position, his term expires August 2021 also.

Rachelle Stanionis has resigned her position; need a term replacement to fill her position that expires July 2023.

Ed Jernigan has resigned his position; need a term replacement to fill his position that expires July 2022.

**Cost:** None

**Recommended Motion:**

- Need 1 appointment to replace unexpired term to July 2022
- Need 1 appointment to replace unexpired term to July 2023
- Need 1 appointment to fill expired term July 2021 – July 2024
- Need 2 appointments to fill expired term August 2021 – August 2024

## Sharon Robinson

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**From:** Isaac Nesler <isaacroynesler@gmail.com>  
**Sent:** Wednesday, May 19, 2021 11:34 AM  
**To:** Sharon Robinson  
**Subject:** Jasper County Rec Board

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Hello,

My name is Isaac Nesler and I was emailing to let you know that I am interested in the Rec Board position.

If you have any questions please feel free to message, email or call. My phone number is (706) 819-0085.

Thanks for your time and consideration,

Isaac Nesler



## Sharon Robinson

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**From:** Isaac Nesler <isaacroynesler@gmail.com>  
**Sent:** Friday, June 04, 2021 11:40 AM  
**To:** Sharon Robinson  
**Subject:** Interested in Recreation Board position

Hello,

I was writing to say that I am very interested in the board position with the Recreation Department. I understand there will be a meeting on Monday, June 7th to choose the people for the positions. Unfortunately, I will not be able to attend, due to my work schedule. I know that the Recreation Board meets in the evenings as well and I assure you that my work schedule will not always be an issue when I comes to the meetings.

If any further information is needed please let me know.

Thanks,

Isaac Nesler

## Sharon Robinson

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**From:** Justin Haizlip <justinhaizlipav@gmail.com>  
**Sent:** Friday, May 14, 2021 3:10 PM  
**To:** Sharon Robinson  
**Subject:** Rec Board Opening

Good afternoon Mrs Robinson. I was told there may be some openings on the rec board and was also told to contact you about it. I would greatly appreciate any direction or help you could give. Thank you ma'am.

Justin Haizlip

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## Sharon Robinson

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**From:** Phillip Capes <pcapes01@yahoo.com>  
**Sent:** Monday, April 12, 2021 2:21 PM  
**To:** Sharon Robinson  
**Subject:** Rec board

Hi,

My name is Phillip Capes I live in Jasper county along with my wife and three boys who play ball at the Jasper County Rec department. I appreciate the work that goes into insuring that our kids have a fun, and safe environment to play recreational sports. I would like to be more involve and offer my support by inquiring on how to become part of the board that makes decisions and supports the rec department?

Thanks,  
Phillip Capes

## Sharon Robinson

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**From:** Valerie Pennamon <vlifes2short23@yahoo.com>  
**Sent:** Tuesday, May 25, 2021 4:56 PM  
**To:** Sharon Robinson  
**Subject:** Recreation board

Good afternoon Mrs. Robinson,

I hope this email finds you well. I am sending you this email in regards to interest in joining the Jasper County Recreation Board. I am a life long resident of Jasper County where I attended school and graduated. During my years of school and thereafter I have participated in various sports such as basketball, softball, and track. I also have experience in full body strength training at Gold's Gym where I gave group and individual sessions upon request. I am qualified for this position because I have the skills as well as the experience. Should you need any further information please feel free to contact me via phone and/or email. Thank you and I look forward to hearing from you.

Kindest regards,  
Valerie D. Pennamon  
vlifes2short23@yahoo.com  
(770)402-9482

## Sharon Robinson

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**From:** Ashley Cedars <ashley\_cedars@yahoo.com>  
**Sent:** Thursday, June 03, 2021 11:52 AM  
**To:** Sharon Robinson; Chrissy Mason  
**Subject:** Board renewal

Good morning. I would like my position reinstated on the Jasper County Recreation Association Board. Please let me know if you require anything else from me at this time. Thank you.

Ashley Clegg

[Sent from Yahoo Mail for iPhone](#)

**Business Item 2:**

**Agenda Request – Jasper County BOC**

**Department:** Board of Commissioners

**Date:** June 7, 2021

**Subject:** Jasper County Water and Sewer Authority Board Appointments

Jasper County Water and Sewer Authority has 2 vacant positions, 1 expiring term (Elvis Singleton's term expired May 2021), and 1 term replacement due to the resignation of Ken McMichael whose term will expire March 2026.

Staff has advertised the positions and the following individual has expressed interest:

- Frances Campbell

**Background:**

The Jasper County Water and Sewer Authority is a 9-member Board, appointed by the Board of Commissioners to serve 5-year terms. The terms begin at appointment and expire at the 5 year mark.

**Cost:**

None

**Recommended Motion:**

Appoint Frances Campbell to serve on the Jasper County Water and Sewer Authority Board to serve a 5-year term, June 2021 to June, 2026.

April 5, 2021

I Frances Cleo Campbell would like to serve on the Jasper County Water and Sewer Authority.

Kind Regards,

Frances C. Campbell

A handwritten signature in blue ink that reads "Frances Campbell". The signature is written in a cursive style with a large, decorative initial "F".

### **Business Item 3:**

#### **Agenda Request – Jasper County BOC**

Department: Finance

Date: June 7, 2021

**Subject:** Memorandum of Understanding - Chamber of Commerce

Hotel – Motel Tax: Memorandum of understanding between Jasper County Board of Commissioners & Monticello-Jasper County Chamber of Commerce.

#### **Summary:**

Requesting the Board of Commissioners to approve the Chairman to execute a memorandum of understanding with the Monticello, Jasper County Chamber of Commerce. The MOU outlines the administration and use of hotel – motel tax collections in unincorporated Jasper County.

#### **Background:**

On January 6<sup>th</sup> 2020, the Board of Commissioners approved adoption of a new ordinance for a hotel – motel tax for unincorporated Jasper County. The ordinance is governed by state statute OCGA 48-13-51. The Jasper County ordinance requires licensed businesses providing lodging accommodations in unincorporated Jasper County to collect a 5% tax on the gross sales of qualifying lodging accommodations, and remit the tax monthly to the Jasper County Board of Commissioners. The purpose of the tax is to promote, attract, and stimulate tourism in Jasper County. Per Ga Code, Counties must expend a minimum of 40% of the tax proceeds during the fiscal year for the promotion of tourism. As such the county will pay 50% of the tax collected to the Monticello-Jasper County Chamber of Commerce to be used for the promotion of tourism.

#### **Cost:**

None

#### **Recommended Motion:**

Motion to approve the Chairman to execute the Memorandum of Understanding between the Jasper County Board of Commissioners and the Monticello, Jasper County Chamber of Commerce for the administration & use of the Hotel Motel tax collected in unincorporated Jasper County.



**CONTRACT FOR SERVICES BY AND BETWEEN THE BOARD OF  
COMMISSIONERS OF JASPER COUNTY, GEORGIA, AND MONTICELLO-JASPER  
COUNTY CHAMBER OF COMMERCE, INC.**

STATE OF GEORGIA  
COUNTY OF JASPER

THIS CONTRACT, made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2021, by and between THE BOARD OF COMMISSIONERS OF JASPER COUNTY, GEORGIA, a corporate body politic of the State of Georgia, hereinafter referred to as the “County”, and MONTICELLO-JASPER COUNTY CHAMBER OF COMMERCE, INC., a non-profit corporation, hereinafter referred to as the “COC.”

WHEREAS, the County seeks to establish itself as a leading tourist, convention and visitors center; and desires to foster and encourage the use of facilities within the County thereby increasing the revenues of Jasper County; and to create and maintain employment opportunities within Jasper County; and

WHEREAS, the COC has been designated by the County as the official Destination Marketing Organization (“DMO”) and is organized to promote tourism, conventions and meetings within Jasper County; and

WHEREAS, as the DMO the COC undertakes activities that have both the direct and incidental purpose and effect of promoting, attracting, stimulating and developing conventions, meetings and tourism in the Jasper County area; and

WHEREAS, the County has determined that the activities of the COC are necessary, useful and convenient to the promotion, stimulation and development of conventions, meetings and tourism in the Jasper County area; and

WHEREAS, the General Assembly of the State of Georgia has authorized counties to impose, levy and collect an excise tax upon the furnishing to the public for value of rooms, lodgings or accommodations, as stated in O.C.G.A. Title 48, Chapter 13, Article 3; and

WHEREAS, the General Assembly has declared its purpose and intent that revenues derived from the tax imposed pursuant to O.C.G.A. Title 48, Chapter 13, Article 3, may be (and certain

revenues must be) made available and expended for the purpose of promoting, attracting, stimulating and developing conventions and tourism in the jurisdiction imposing the tax; and

WHEREAS, the County has imposed an five percent (5%) excise tax upon the furnishing to the public for value of any rooms, lodgings or accommodations under the authority of O.C.G.A. Title 38, Chapter 13, Article 3; and

WHEREAS, the County, in accordance with O.C.G.A. Title 48, Chapter 13, Article 3, has allocated 50% percent of the gross tax receipts excise tax to the COC for the purpose of promoting tourism, and for such other purposes authorized by O.C.G.A. Title 48, Chapter 13, Article 3; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, the County and the COC do agree as follows:

1.

The COC shall use its best efforts to provide public relations, promotional, advertising, and other projects to promote, attract, stimulate, sell, develop and support conventions, meetings and tourism in the Jasper County area.

2.

In performing this Contract, the COC shall hire such employees, agents or consultants and obtain such goods and services as may be necessary or appropriate to its performance.

3.

The COC will perform the projects hereunder without discrimination against any person or persons on account of race, color, creed, sex, age, or national origin.

4.

The initial term of this Contract shall be for 12 months, beginning on July 1, 2021. This Contract shall renew for successive 12 month terms, unless and until either party provides the other party with at least 90 days prior written notice of its desire not to renew the Contract for the next renewal term.

5.

The County has imposed a five percent (5%) tax on the rental of rooms, lodgings, or accommodations in the County, as authorized by O.C.G.A. Title 48, Chapter 13, Article 3. In consideration of the performance by the COC of this Contract, the County shall pay to the COC during the term of this Contract, and the COC shall budget for expenditure under this Contract, a sum equal to 50% of the total taxes collected under the excise tax imposed by the County under the authority of O.C.G.A. Title 48, Chapter 13, Article 3, as now or hereafter amended.

The amounts to be paid by the County to the COC hereunder shall be paid to the COC as the parties mutually agree, but no less often than quarterly. The amount of each such installment shall be calculated on the basis of actual taxes collected by the County for the covered period.

6.

All sums received by the COC from the County shall be expended solely for the benefit of promoting tourism in Jasper County, including the promotion of recreational, cultural, historic and natural resources.

7.

The COC shall provide accounting verification to the County demonstrating that the COC uses the funds solely and exclusively for the purpose of promoting tourism in conformance with this Contract. COC shall submit annual reports to the County detailing the use of the funds. Failure to file a report may compromise the COC's status to receive such funds.

8.

By executing this Contract, the COC hereby affirms that it will use the funds received solely and exclusively for the purpose of promoting tourism in compliance with this Contract and will further expend such funds in full compliance with state law. The COC agrees to defend, indemnify and hold harmless the County from and against all claims that arise from its failure or alleged failure to spend funds in compliance with this Contract, and shall defend the County from and against all claims that arise there from, including reasonable attorneys' fees and court costs of the County. Furthermore, if the COC fails to spend the funds in the manner contemplated in this Contract, or fails to meet the timelines requirements hereof, COC agrees this shall constitute a breach hereof and any improperly used funds shall be returned to the County immediately.

9.

All notices, requests, demands or other communications required or permitted to be given hereunder shall be in writing and shall be addressed and delivered to each party at the addresses set forth below. Any such notice, request, demand or other communication shall be considered given or delivered, as the case may be, on the date of receipt. Rejection or other refusal to accept or inability to deliver because of changed address of which proper notice was not given shall be deemed to be receipt of the notice, request, demand or other communication. By giving prior written notice thereof, any party may from time to time and at any time change its address for notices hereunder. Legal counsel for the respective parties may send to the other party any notices, requests, demands or other communications required or permitted to be given hereunder by such party:

For County:  
Mike Benton  
County Manager  
126 West Greene Street, Suite 18  
Monticello, Georgia 31064

For COC:  
Mandi Tanner  
Executive Director  
119 West Washington Street  
Monticello, Georgia 31064

10.

The parties hereto may not assign, sublet or transfer their interest in and responsibilities under this Contract without prior written approval of all parties hereto.

11.

It is the intention of the parties that the laws of Georgia shall govern the validity of this Contract, the construction of its terms and the interpretation of the rights or duties of the parties.

12.

In the event any provision or portion of this Contract is held by any court of competent jurisdiction to be invalid or unenforceable, such holdings shall not affect the remainder hereof and the remaining provisions shall continue in full force and effect to the same extent as would have been the case had such invalid or unenforceable provision or portion had never been a part hereof.

13.

On and after the date of this Contract, both parties shall, at the request of the other, make, execute and deliver or obtain and deliver all instruments and documents and shall do or cause to be done all such other things which either party may reasonably require to effectuate the provisions and intentions of this Contract.

14.

Time is and shall be of the essence under this Contract.

15.

The parties signing this Contract hereby state that they have the authority to bind the entity on whose behalf they are signing.

16.

This Contract supersedes all prior discussions and agreements between the parties and contains the sole and entire understanding between the parties with respect to transactions contemplated by this agreement. All promises, inducements, offers, solicitations, agreements, representations and warranties heretofore made between the parties, if any, are superseded by this Contract. This Contract shall not be modified or amended except by written instrument executed by or on behalf of the parties in the same manner in which this Contract is executed. No course of action or waiver of rights hereunder shall constitute a waiver of such right or action.

17.

This Contract shall be binding upon the parties hereto, their heirs, administrators, executors, successors and assigns.

18.

Except as expressly limited by the terms of this Contract, all rights, powers and privileges conferred hereunder shall be cumulative and not restrictive of those provided at law or in equity. No failure of any party to exercise any power given under this Contract or to insist upon strict compliance with any obligation specified in this Contract, and no custom or practice at variance with the terms of this Contract, shall constitute a waiver of any party's right to demand exact compliance with the terms of this Contract.

**IN WITNESS WHEREOF**, the parties have hereunto executed this Contract and affixed their seals by their duly authorized representatives after having been first authorized to do so, all on the day and year first above specified.

ATTEST:

FOR:  
BOARD OF COMMISSIONERS  
OF JASPER COUNTY, GEORGIA

\_\_\_\_\_  
SECRETARY/CLERK  
[Seal]

By: \_\_\_\_\_  
CHAIRMAN

ATTEST:

FOR:  
MONTICELLO-JASPER COUNTY  
CHAMBER OF COMMERCE, INC.

\_\_\_\_\_  
SECRETARY  
[Seal]

By: \_\_\_\_\_  
CHAIRPERSON

## **Business Item 4:**

### **Agenda Request – Jasper County BOC**

**Department:** Senior Center

**Date:** 6-7-21

**Subject:** Senior Center Food Vendor Contract

**Summary:** GA Food contract needs to be authorized and executed for FY2021.

**Background:** We submitted a 60-day termination notice to Trio Community Meals effective June 30, 2021 based on logistical and food standard issues. Our County Attorney has been copied on the letter of termination and agrees it is within the terms of the contract. We, along with Morgan County Senior Center who was the only other center in our region being served out of the Trio Augusta office, has also terminated their contract with them.

Due to resolution of previous concern areas with GA Foods and their close proximity of Covington, we have selected this company to serve our client's meals for FY22. Open Hand of Atlanta was also an option but their food prices are higher and they are farther away.

The attached contract serves as our FY22 contract to provide catering services as part of our nutrition services/meals for the aging. This change has been worked on during FY21 and in conjunction with the NEGRC AAA policies and procedures.

Price comparison – there is no way to accurately compare yearly costs as this is based on funding sources approved through Federal and State sources; the most accurate comparison is per meal costs – **GA Foods** vs Trio (increase) vs Open Hand Atlanta:

- a. Congregate Bulk      **\$4.31/meal** vs \$4.04/meal (.94%) vs \$4.75
- b. Pre-plated            **\$4.60/meal** vs \$4.32/meal (.94%) vs \$4.75
- c. Frozen 5-pack        **\$4.79/meal** vs \$4.49/meal (.94%) vs \$4.98
- d. Shelf Staples         **\$4.56/meal** vs \$4.38/meal (.96%) vs \$4.85
- e. Picnic Boxes         **\$4.56/meal** vs \$4.32/meal (.95%) vs \$4.75

Justification for increased food costs – grocery costs have increased. Based on

<https://usinflationcalculator.com> site “the average price of food in the United States rose 2.4% over the last 12 months ending in April.” A more conservative site through USDA ERS reported that food-at-home prices, comparing 2020 to 2021, have jumped 1.0 percent. GA Foods is asking for a .94% increase so this is fair. In order to provide meals that include less processed meats and menus that are appealing to our clients, the costs will increase as food costs increase. Open Hand Atlanta is even more expensive. We will be able to recoup those amounts through billing NEGRC AAA for Federal and State funds, after a budget amendment with NEGRC AAA is completed.

**Cost:**

**Recommended Motion: Approve GA Foods Contract to be authorized and executed by Chairman Henry immediately so that FY2022 services can be provided on July 1, 2021.**



Jasper County Senior Center  
26 Mack Tillman Drive  
Monticello, GA 31064

**CONTRACT**

THIS CONTRACT, entered into this 1st day of July, 2021 by and between Jasper County, Georgia, (hereinafter referred to as "**County**") and **G.A. Food Services of Pinellas County, LLC**, (hereinafter referred to as CONTRACTOR) having its principal place of business at 12200 32<sup>nd</sup> Court North, St Petersburg, FL 33716.

WITNESSETH:

WHEREAS, **COUNTY** desires to engage the **CONTRACTOR** to render certain services under the provisions of the Older Americans Act of 1965, as amended, in connection with an undertaking or program hereinafter described which is to be wholly or partially financed by a grant from the U.S. Government through the Georgia Division of Aging Services (hereinafter, along with the appropriate auditing agency of the entities making such grant, referring to as "the funding agencies"); and

WHEREAS, the **CONTRACTOR** desires to render such services from its facility located at 15151 Prater Drive, Suite F, Covington, GA 30014, in connection with the program and in accordance with the provisions of said federal laws warrants that it possesses the capabilities to satisfactorily render such services;

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, as well as other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the parties hereto agree as follows:

1. Engagement of the **CONTRACTOR**.

The **CONTRACTOR** agrees to sell, and **COUNTY** agrees to purchase meals under the requirements of Title III of the Older Americans Act of 1965, as amended and applicable federal and state rules and regulations. The **CONTRACTOR** further agrees to prepare meals and other food items, hereinafter called "meals", and deliver them to the sites designated in **Attachment B**, Scope of Services.

2. Compensation.

The **CONTRACTOR** shall be compensated for the work and services to be performed under this contract as set forth in **Attachment A**, which is attached hereto and made a part hereof.

3. Scope of Services.

The **CONTRACTOR** shall do, perform and carry out in a satisfactory and proper manner, as determined by **COUNTY**, the work and service described in **Attachment B**, which is attached hereto and made a part of hereof.

4. Term.

The effective date of this contract is July 1, 2021 through June, 30, 2022. Upon the expiration of the Initial Term, the term of this Agreement shall automatically renew for two (2) successive one (1) year terms (each, a "Renewal Term") unless written notice of non-renewal is provided by either party to the other party no later than ninety (90) days prior to the expiration of the Initial Term or then current Renewal Term, as applicable. The Initial Term, together with each Renewal Term, if any, shall be referred to collectively herein as the "Term". For each Renewal Term the **Contractor** reserves the right to request a rate adjustment considering the 12-month averaged Consumer Price Index (CPI) for "Food Away From Home."

5. Funding Availability.

The **CONTRACTOR** acknowledges that all funding for this Contract is contingent upon availability of funds to **COUNTY** from the State of Georgia and the United States Government. This Contract may be terminated or modified at any time due to lack of funds or changes in authorizations. The **CONTRACTOR** acknowledges and agrees that funds may be suspended or terminated if the **CONTRACTOR** refuses to accept any additional or revised conditions mandated by **COUNTY**, the State of Georgia, or the United States Government.

6. Applicable Laws and Regulations.

The **CONTRACTOR** shall perform its duties in accordance with the provisions of the Older Americans Act of 1965, as amended, and all rules, regulations, standards, and directives issued there under, the Georgia Division of Aging Services Policies and Procedures, and the NEGRC Area Agency on Aging Policies and Procedures Manual. The **CONTRACTOR** shall comply with all other applicable federal, state, and local laws, rules and regulations which deal with or relate to the operations of programs under this Contract. The applicable provisions of the Federal Fair Labor Standards Act of 1938, as amended, together with duly promulgated rules and regulations of the United States Department of Labor are applicable to this compliance. The **CONTRACTOR** agrees to fully reimburse **COUNTY** for any loss of funds or resources resulting from noncompliance by the **CONTRACTOR**.

7. Liability.

The **CONTRACTOR** accepts liability for all aspects of the program operated hereunder, including the repayment of any disallowed costs. The **CONTRACTOR** will hold harmless **COUNTY** from all claims, costs, damages, or expenses arising from any acts or omissions of the **CONTRACTOR**, its employees or agents while carrying out activities under this Contract.

8. Entire Agreement.

This Contract incorporates all prior proposals, negotiations, interpretations, and understandings between the parties and is the full and complete expression of the Contract.

9. Amendments.

Any change, alteration, deletion, or addition to the terms set forth in this Contract must be in the form of a written amendment signed by both parties, unless otherwise specified herein.

10. Force Majeure.

Neither Party shall be liable to the other or be deemed to be in breach or default of this Agreement for any failure or delay in performance of such Party's non-monetary obligations hereunder due to government regulation, acts of God, acts of terrorism, war, flood, fire, accident, or other similar circumstances beyond its control of which the non-performing Party has notified the other Party ("Force Majeure Event"). Force Majeure Event does not include economic hardship, changes in market conditions, insufficiency of funds, strikes or labor disputes.

11. Assignment.

This Agreement and the rights and obligations of the Parties under and relating to this Agreement may not be assigned or transferred by either Party without the written consent of the other Party. In the event of the sale or transfer by CONTRACTOR of all or substantially all of its assets related to this Agreement to an affiliate or to a third party, whether by sale, merger, or change of control, CONTRACTOR would have the right to assign any or all rights and obligations contained herein and the Agreement to such affiliate or third party without the consent of COUNTY and the Agreement shall be binding upon such acquirer and would remain in full force and effect, at least until the expiration of the then current Term.

12. Third-Party Rights.

Nothing in this Agreement, express or implied, is intended or shall confer upon any person, other than the Parties hereto, any right, benefit or remedy of any nature whatsoever, and no person is or is intended to be a third party beneficiary of any of the provisions of this Agreement.

13. Severability.

Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law. If any provision of this Agreement so construed is held to be invalid, illegal, or otherwise unenforceable, such provision shall be deemed severed from this Agreement and all other provisions shall remain in full force and effect.

14. Non-Waiver.

The failure by either Party at any time to enforce any of the provisions of this Agreement or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, right, remedy or option or in any way affect the validity of this Agreement. The waiver of any default by either Party shall not be deemed a continuing waiver but shall apply solely to the instance to which such waiver is directed.

15. Headings.

The descriptive headings in this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

16. Counterparts & Electronic Copies.

This Agreement may be executed and delivered in multiple counterparts and each counterpart so delivered which bears the original signature of a Party hereto shall be binding as to such Party, and all counterparts together shall constitute one original and the same instrument. Delivery of an executed counterpart of the signature page to this Agreement by fax or e-mail shall be effective as delivery of a manually executed counterpart of this Agreement.

IN WITNESS WHEREOF, **COUNTY** and the **CONTRACTOR**, acting by and through their duly authorized officers, agree to the terms and conditions of this Contract, set forth above, by affixing their signatures hereto.

Acting for and on behalf of:  
Jasper County Senior Center  
26 Mack Tillman Drive  
Monticello, GA 31064

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title Chairman, Board of Commissioners

Date: \_\_\_\_\_

Witness \_\_\_\_\_

Acting for and on behalf of:  
**G.A. Food Service**  
15151 Prater Drive, Suite F  
Covington, GA 30014

With Corporate offices located at:  
**G.A. Food Service**  
12200 32<sup>nd</sup> Court N.  
St. Petersburg, FL 33716

Signature \_\_\_\_\_

Title: \_\_\_\_\_

DATE: \_\_\_\_\_

Witness \_\_\_\_\_

**ATTACHMENT A**

**BUDGET**

1. The purchase price for all regular meals ordered by **COUNTY** under this Contract shall be computed as follows:

**2021-2022**

Meal Type	Price/Meal
Hot Congregate or Home Delivered Bulk	\$4.31
Hot Congregate or Home Delivered Pre-plate	\$4.60
Picnic Meal	\$4.56
Frozen Meals without components	\$2.69
TMS 2-pack	\$4.79
TMS 5-pack	\$4.79
TMS 7-pack	\$4.79
Emergency Shelf Stable Meal (single)	\$4.56
Shelf Stable Five Pack Meals	\$4.56

NEGRC-Jasper County will provide the **CONTRACTOR** with its tax exemption certificate and number in order to waive state sales tax.

2. The **CONTRACTOR** shall invoice the **COUNTY** by the fifth (5th) day of each week for the meals delivered by the **CONTRACTOR** during the preceding week. Invoices shall be on the **CONTRACTOR's** standard forms. Additionally, the **CONTRACTOR** will submit a monthly statement to **COUNTY**. Payment is due thirty (30) days from monthly statement date.

**Business Item 5:**

**Agenda Request – Jasper County BOC**

**Department:** Board of Commissioners

**Date:** June 7, 2021

**Subject:** GDOT ROW Easement – Waters Street

**Summary:**

GDOT is requesting to purchase a permanent easement on Parcel 19A – 060 on Waters Street - County Road # 189. Waters Street is located off SR 212 West near Waters Bridge.

The size of the easement is approximately 9.5’ Wide x 53’ Long, approximately 503 square ft, approximately .011 acres.

GDOT will issue a payment to Jasper County BOC for \$500.00 for the permanent easement.

**Background:**

Jasper County is the legal owner of Parcel # 19A – 060.

GDOT will make improvements to Waters St.

**Cost:**

None.

Jasper County will receive \$500.00 from GDOT.

**Recommended Motion:**

Authorize Chairman Henry to sign the GDOT “Option for Right of Way” for County Road # 189 – Waters Street, GDOT PI 0013603, Parcel 26.



Russell R. McMurry, P.E., Commissioner  
One Georgia Center  
600 West Peachtree Street, NW  
Atlanta, GA 30308  
(404) 631-1000 Main Office

**DATE: 5/5/21**

Jasper County  
162 Warren Street  
Monticello, Ga 31061

**RE: PROJECT:** COUNTY: Jasper  
**PARCEL: 26** P.I. #: 0013603

Dear Jasper County:

The Department is in the process of purchasing property to improve the roadway designated above. In order to make this project possible, 0.011 acres of easement will be needed. This is more particularly shown on the plat attached to the option provided with this letter.

Your property has been valued by qualified appraisers who, after careful consideration, have found the Fair Market Value of the property and/or rights to be purchased, and damages to the remainder, if any, to be \$ 206.00 ( 500.00 minimum payment) . The attached form, entitled “Summary Statement Basis for Just and Adequate Compensation”, separates certain elements comprising the above listed value.

Our Right of Way Specialist, Taylor Brett located at 643 Highway 15 South, Tennille, Georgia 31089, Email: [TaBrett@dot.ga.gov](mailto:TaBrett@dot.ga.gov) Phone: (478) 357-7448 representing the Department, is authorized to explain this and discuss the full effect of the purchase and your rights as provided by law. They will also provide you with a brochure, which comprehensively outlines the procedures used in purchasing rights of way.

If you will agree to the terms expressed herein by signing the enclosed “Option for Right Of Way” and returning it to the Right of Way Specialist, it will be promptly submitted for closing and payment.

Sincerely,

Corbett S. Reynolds  
District Engineer

*Taylor Brett Negotiator*

BY:  
District Right of Way Team Manager

*Glenda Bone*

Attachment(s)  
cc:



# Summary Statement Basis For Just and Adequate Compensation

1. PROJECT #: P. I. # 0013603	County: Jasper	Parcel: 26
2. OWNER NAME/MAILING ADDRESS:	Jasper County 162 Warren Street Monticello, Ga 31061	
3. PROPERTY ADDRESS: N/S Corner Waters Street @ SR 212		
4. FAIR MARKET VALUE (see attached Market Data Information):		

Right of Way; \_\_\_\_\_ AC X \$ \_\_\_\_\_ AC = \$  
 Permanent Easement: 0.011 AC X \$ 37,314.00 AC X 50% = \$206.00  
 Temporary Easement: \_\_\_\_\_ AC/SF X \$ \_\_\_\_\_ AC/SF X \_\_\_\_\_ % = \$  
 Estimated Value of Improvement(s): \$  
 Cost to Cure: \$  
 Damage to Trade Fixtures: \$  
 Estimated Value of all consequential or severance damages: \$  
 Estimated Value of REMAINDER: \$

TOTAL ESTIMATED FAIR MARKET VALUE: Without the Remainder \$ 206.00  
 Including the Remainder \$

(This value is the amount approved by the State for the purchase of the required property and does not contain conjectural decreases or increases in value caused by this project).

5. Division of Interests

<u>NAME</u>	<u>KIND OF INTEREST</u>	<u>ESTIMATED VALUE</u>
Jasper County 162 Warren Street Monticello, Ga 31061	Fee Simple	\$206.00
Total Estimated Fair Market Value:		\$ 206.00 (500.00 minimum payment)

6. If you wish to retain and remove the items listed in the Special/Other Provision section on the Option for Right of Way GDOT will:

- (a) Deduct at Closing \$ \_\_\_\_\_ (Retention Value)
- (b) Deduct at Closing \$ N/A (Performance Bond)

Total Withheld at Closing \$ \_\_\_\_\_

You may be entitled to certain benefits under our Relocation Assistance Program. As these benefits are of a special nature, they will be explained separately.

DATE: 5-5-21 PREPARED BY: Margot Butt  
 Staff Negotiator





# Option for Right of Way

GEORGIA, JASPER

COUNTY

PI#: 0013603

PARCEL: 26

Received of The Department of Transportation, the sum of One (\$1.00) Dollar, the receipt whereof is hereby acknowledged, and in consideration thereof, and in consideration of the benefits derived by me from the proposed project mentioned herein, I bind myself, my heirs, executors and assigns as follows:

If the said Department of Transportation, shall within 60 days after date hereof pay me the sum of \$ 500.00 when the undersigned agrees to execute and deliver to the Department of Transportation fee simple title and easements to the land owned by the undersigned, which is shown reflected in color on the right of way map attached hereto and made a part hereof by reference, to be used for highway purposes on the SR 212 @ Lake Jackson Bridge Replacement being Parcel 22 consisting of 0.011 acres of permanent easement and 0 Linear Feet of Access Rights on Georgia Highway Project Identification Number 0013603.

It is agreed and understood that all TEMPORARY EASEMENTS are limited to the period required for the construction of said project and upon completion and acceptance of same by the Department of Transportation from the contractor, said TEMPORARY EASEMENT will terminate.

It is agreed and understood that I, or any tenant now in possession or any other persons having a claim or interest in subject property, will have not less than two (2) months from date of execution of a deed and easements or for residential properties three (3) months from the date replacement housing is available, whichever is greater to vacate the premises and that on vacating of said premises, only items of personal property will be removed, all items attached to the property and being classed as realty to remain. The above agreement to apply unless otherwise provided in Special Provision. If the Department of Transportation agrees to allow the Grantor or tenant in possession to occupy the subject premises beyond the two month period stated above, the person will be required to pay a rental fee of \$ N/A, payable each month in advance. Subsequent to the date of transfer of title to the Department of Transportation and prior to vacation of subject premises, the person in possession will hold the Department harmless as to any claim in connection with the occupancy of said premises. The above option price includes payment for the right of way above described, together with all improvements wholly or partially situated thereon and the right to enter upon the adjacent lands not included in said required Right of Way and Easements for the purpose of removing or demolishing such improvements.

The undersigned further agrees that the Department will be designated an authorized agent for the removal of underground storage tank systems located wholly or partially in said right of way or easement.

### SPECIAL PROVISIONS (Realty Items ONLY)

Grantor may retain title to N/A for sum of \$ N/A (40% of improvement value) which shall be deducted from the option price at the time of closing; PROVIDED, he will obligate and firmly bind himself and his successors in title to strictly and faithfully comply with each of the following conditions:

1. Grantor will demolish or remove the above described improvements from the right of way, easements and set back area and clear said right of way, easements and set back area from the right of way sufficient to comply with County Building Code requirements; however, in the absence of County requirements, a minimum set back of 50 feet is required. All rubbish and debris must be removed to the satisfactions of authorized personnel of the Department of Transportation within 30 calendar days after notice to proceed.
2. Grantor will comply with all laws, ordinances, and regulations of building codes applicable to demolition or removal of buildings in Georgia and hold the Department of Transportation and the county of Jasper harmless as to any claim in connection therewith.
3. It is understood and agreed that no utility connections shall be made or allowed to relocated structures across or from a limited access right of way, and it is understood and agreed that grantor has agreed to bargain, sell and convey to the Department of Transportation all existing utility rights, and the Department will not be liable in any way for utility reconnections adjacent to acquired rights of way or any subsequent location of improvements.
4. Grantor will leave on deposit with the Department of Transportation the additional sum of \$ N/A (20% of improvement value) which will be deducted from the aforesaid option price at closing. This sum will be held as a cash performance bond conditioned on the strict and faithful performance of the aforesaid obligations.

Time is expressly made of the essence of this Special Provision, and in the event grantor fails to comply with aforesaid obligations, all sums held by the Department of Transportation shall be retained as liquidated damages, and title to and the right to remove said structure shall vest in the Department of Transportation. **I (We) do (do not) elect to retain improvements as set out in this Special Provision.**

### OTHER PROVISIONS (Non-realty Items - Cost to Cure and Trade Fixtures)

This Offer includes a Cost to Cure payment of \$ N/A. If the Cost to Cure compensates for: 1) replacement of necessity (well or septic) or 2) removal of items from the acquisition, then a Performance Bond of \$ N/A will be withheld. This amount will be returned upon satisfactory replacement or removal of N/A.

This Offer includes a Trade Fixture payment of \$ N/A for certain non-realty items located in the acquisition. If I wish to relocate any of these items (yes or no), a Performance Bond of \$ N/A will be withheld. This amount will be returned upon satisfactory removal of

I, the undersigned, understand that I will have no current nor future "property interests" in any median-cut constructed on this project. That this, or any other median-cut, may be closed, relocated, or otherwise modified before, during or after the initial installation. This paragraph is not applicable unless median-cut construction pertains to this project.

The undersigned herein agrees for the same consideration, to provide, without cost to the Department of Transportation, a quit claim deed or such other releases as may be required by the closing attorney from any tenant now in possession of subject property and any other parties having a claim or interest in subject property.

It is further agreed for said consideration to convey and relinquish to the Department of Transportation all rights of access between the Limited Access Highway and approaches thereto on the above numbered Highway and all of the remaining real property of the undersigned except at such points as designated by the Department of Transportation. This paragraph is not applicable unless access rights are indicated on the attached plat.

The said parcel of land as above indicated is shown upon plans on file in the office of the Department of Transportation, Atlanta, Georgia, and said plans being identified as Project Identification Number 0013603

Grantor may execute and deliver fee simple title to the Department of Transportation to the above referenced right of way and an additional N/A acres of land owned by the undersigned adjacent to and abutting on the above numbered highway for the total consideration of \$ N/A which includes payment for the above referenced right of way requirements, other rights and conditions described herein and additional lands. This additional land is shown on the attached plat as the remainder of Parcel No. N/A. I (We) do (do not) elect to execute and deliver Parcel N/A deed.

Witness my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(L.S.)

\_\_\_\_\_  
(L.S.)

Signed, Sealed and Delivered  
in the presence of:

\_\_\_\_\_  
Notary Public

ACCEPTED: DEPARTMENT OF TRANSPORTATION

BY: \_\_\_\_\_  
District Right of Way Team Manager (Date)





**Market Data Information**

**Vacant Land Sales**

Address	DB	Page
Immediately West of 419 Lakeshore Dr., Monticello, GA 31064	1011	244
Immediately North of 55 Blue Heron Dr., Monticello, GA 31064	1004	158
Immediately South of 164 Flamingo Ct., Monticello, GA 31064	1042	261
SW Corner Lakeshore Dr. & SR 212, Monticello, GA 31064	1000	305
Immediately South of 212 Macon St., Monticello, GA 31064	1031	349

**Business Item 6:**

**Agenda Request – Jasper County BOC**

**Department:** Finance Department

**Date:** June 7, 2021

**Subject:** General Fund Bank Account – American Rescue Plan Act Funds

**Summary:**

Finance requests to open a new interest bearing bank account to be used specifically for receiving and disbursing the American Rescue Plan Act Funds.

**Background:**

On March 6<sup>th</sup>, the U.S. Senate passed The American Rescue Plan Act of 2021. The Act is to provide approximately \$350 billion dollars in emergency funding for state, local, territorial, and tribal governments to enable them to continue to support the public health response and lay the foundation for a strong and equitable economic recovery. The plan includes \$130 billion for local governments. A minimum of \$1.25 billion per state is provided by the statute inclusive of the amounts allocated to local governments within the state. Jasper County's allocation of funding from the Act is estimated at \$2,761,874.00. The funds are to be distributed to the counties in two separate distributions with each distribution representing 50%. The second distribution to be made to the counties twelve months after the first distribution.

**Cost:**

N/A

**Recommended Motion:**

Authorize Chairman to sign the new account agreement and resolution with Ameris Bank.

**Business Item 7:**

**Agenda Request – Jasper County BOC**

**Department:** Courts

**Date:** June 7, 2021

**Subject:** Ocmulgee Circuit Public Defender's Office - Georgia Indigent Defense Services Agreement

**Summary:**

The Ocmulgee Judicial Circuit, through the Georgia Public Defenders Council, contracts with Counties to provide the required indigent legal representation as set forth under the Georgia Indigent Defense Act of 2003.

The contract is for the period July 1, 2021 thru June 30, 2022.

Jasper County's attorney has reviewed the contract.

**Background:**

Per O.C.G.A. 17-12-23, Jasper County is required to provide criminal defense legal representation for indigent persons accused of violating city or county ordinances or state laws.

**Cost:**

Annual Cost - \$51,743.94

To be included in FY 2022 Budget.

**Recommended Motion(s):**

Motion to approve Chairman to execute the Georgia Indigent Defense Services Agreement for the period July 1, 2021 to June 30, 2022 with an annual cost of \$51,743.94 paid in monthly installments of \$4,312.00.



## GEORGIA INDIGENT DEFENSE SERVICES AGREEMENT

**THIS AGREEMENT** is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021, among the Georgia Public Defender Council (herein referred to as “GPDC”), the Circuit Public Defender Office of the Ocmulgee Judicial Circuit (herein referred to as “the Public Defender Office”), and the governing authority of Jasper County, body politic and a subdivision of the State of Georgia (herein referred to as “the County”) and is effective July 1, 2021.

### WITNESSETH:

**WHEREAS**, the Public Defender Office, the County, and GPDC enter into this agreement to implement the provisions of the Georgia Indigent Defense Act of 2003, as amended, including the provisions quoted below; and

**WHEREAS**, O.C.G.A. § 17-12-23 (d) provides as follows:

(d) A city or county may contract with the circuit public defender office for the provision of criminal defense for indigent persons accused of violating city or county ordinances or state laws. If a city or county does not contract with the circuit public defender office, the city or county shall be subject to all applicable rules, regulation, policies, and standards adopted by the council for representation of indigent persons in this state; and

**WHEREAS** O.C.G.A. § 17-12-25 (b) provides as follows:

The county or counties comprising the judicial circuit may supplement the salary of the circuit public defender in an amount as is or may be authorized by local Act or in an amount as may be determined by the governing authority of the county or counties, whichever is greater; and

**WHEREAS** O.C.G.A. § 17-12-30 (c) (7) provides as follows:

The governing authority of the county or counties comprising a judicial circuit may supplement the salary or fringe benefits of any state paid position appointed pursuant to this article; and

**WHEREAS** O.C.G.A. § 17-12-34 provides as follows:

The governing authority of the county shall provide, in conjunction and cooperation with the other counties in the judicial circuit and in a pro rata share according to the population of each county, appropriate offices, utilities, telephone expenses, materials, and supplies as may be necessary to equip, maintain, and furnish the office or offices of the circuit public defender in an orderly and efficient manner. The provisions of an office, utilities, telephone expenses, materials, and supplies shall be subject to the budget procedures required by Article 1 of Chapter 81 of Title 36; and

**WHEREAS** O.C.G.A. § 17-12-35 provides as follows:

A circuit public defender office may contract with and may accept funds and grants from any public or private source; and



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

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

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

**WHEREAS**, GPDC is the fiscal officer for the Public Defender Office; and

**WHEREAS**, it is the intent of the parties to this agreement to provide for the operation of an indigent defense system to assure that adequate and effective legal representation is provided, independent of political considerations or private interests, to indigent defendants in criminal cases consistent with the standards adopted by the Georgia Public Defender Council. This system and this agreement include the following:

- (1) The provision by the Public Defender Office of the statutorily required services to the County;
- (2) The payment for additional personnel and services by the County;
- (3) The provision by the County of their pro rata share of the costs of appropriate offices, utilities, telephone expenses, materials, and supplies as may be necessary to equip, maintain, and furnish the office or offices of the circuit public defender in an orderly and efficient manner;
- (4) Travel advances and reimbursement of expenses;
- (5) Salary supplements; and
- (6) The provision for other matters necessary to carry out this agreement.

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

## ARTICLE 1

### STATUTORY PERSONNEL

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

**Section 1.02 Statutory Services.** The Public Defender Office agrees to provide representation to indigent defendants in the following cases:

- (1) Felony and misdemeanor cases prosecuted in the Superior Court of Jasper County under the laws of the State of Georgia in which there is a possibility that a sentence of imprisonment or probation or suspension of sentence of imprisonment may be adjudged;
- (2) Hearings in the Superior Court of Jasper County on a revocation of probation;

(3) Cases prosecuted in the Juvenile Courts of Jasper County in which a child may face a disposition in a delinquency case of confinement, commitment or probation; and

(4) Direct appeals from a decision in cases described in (1), (2), and (3) above.

**Section 1.03 Conflicts.** The Public Defender Office agrees to provide for legal representation by a qualified attorney who is not an employee of the Public Defender Office in cases described in Section 1.02 in which a Public Defender Office has a conflict of interest.

## ARTICLE 2

### ADDITIONAL PERSONNEL AND SERVICES

**Section 2.01 Additional personnel and services.** The Public Defender Office agrees to provide and the County agrees to pay for the services and personnel described in Attachment A. These positions will be funded by the County along with the other counties in the Ocmulgee Judicial Circuit and will be administered by GPDC as contemplated in OCGA § 17-12-32. The parties agree to the terms in Attachment A. Attachment A is incorporated into this agreement by reference. The parties agree to the payment terms in Attachment B. Attachment B is incorporated into this agreement by reference. The amount to be paid includes a 5% administrative services fee. This fee is determined by the total amount for all of the budgeted positions. Any changes to Attachment A shall be made in accordance with Section 5.06 of this agreement. Any additional personnel employed by the Public Defender Office pursuant to this section are full-time state paid employees of the Public Defender Office in the unclassified service of the State Merit System of Personnel Administration with all the benefits provided by law to employees in the unclassified service. The additional personnel serve at the pleasure of the Circuit Public Defender. The parties agree that the employment of additional personnel employed by the Public Defender Office pursuant to this section may be terminated by the Public Defender Office if the County does not pay for the cost of these personnel in advance in accordance with this agreement.

## ARTICLE 3

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

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

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

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

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

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

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

#### ARTICLE 4

#### TRAVEL AND REIMBURSEMENT OF EXPENSES

**Section 4.01 Travel and expense reimbursement.** The County agrees to provide travel advances and to reimburse expenses which may be incurred in the performance of the employee's official duties under this agreement by an employee of the Public Defender Office to the extent the expenses are not reimbursed by the state and to the extent the expenses are authorized by the circuit public defender and the County. The County shall provide the Public Defender Office with the information concerning the travel advances and expense reimbursements required by the State Auditor.

#### ARTICLE 5

#### MISCELLANEOUS

**Section 5.01 Term.** The term of this agreement is one (1) year beginning July 1, 2021 and ending June 30, 2022.

**Section 5.02 Maintenance of effort.** The County agrees that it will continue to fund indigent defense for the term of this agreement, at a minimum, at the level of its most recent budgeted level of funding (the current fiscal year or the planned budget for the next fiscal year if that budget has already been developed) for indigent defense and as part of this support each county agrees to provide the space, equipment and operating expenses necessary to effectively operate the circuit public defender office.

**Section 5.03 Severability.** Any section, subsection, paragraph, term, condition, provision or other part (hereinafter collectively referred to as "part") of this agreement that is judged, held, found, or declared to be voidable, void, invalid, illegal or otherwise not fully enforceable shall not affect any other part of this agreement, and the remainder

of this agreement shall continue to be of full force and effect. Any agreement of the parties to amend, modify, eliminate, or otherwise change any part of this agreement shall not affect any other part of this agreement, and the remainder of this agreement shall continue to be of full force and effect.

**Section 5.04 Cooperation, dispute resolution and jurisdiction.** (a) The Public Defender Office and the County collectively and individually acknowledge that this agreement may need to be revised periodically to address new or unforeseen matters.

(b) Each party to this agreement agrees to cooperate with the other party to effectuate and carry out the intent of this agreement.

(c) This agreement, and the rights and obligations of the parties, are governed by, and subject to and interpreted in accordance with the laws of the State of Georgia. The parties acknowledge and agree that by law, the exclusive jurisdiction for contract actions against the state, departments and agencies of the state, and state authorities is the Superior Court of Fulton County, Georgia. The parties further acknowledge that the Fulton Superior Court has a Court sponsored Arbitration and Mediation Program in which the parties agree to fully participate.

**Section 5.05 Notice.** A notice to a party to this agreement shall be made in writing and shall be delivered by first class mail or personally to the person and at the address indicated below:

**Circuit Public Defender Office of the Ocmulgee Judicial Circuit:**

John Bradley  
Circuit Public Defender  
Post Office Box 747  
Gray, Georgia 31032

**Jasper County:**

Jasper County Board of Commissioners  
126 West Green Street, Suite 18  
Monticello, Georgia 31064

**Georgia Public Defender Council:**

Omotayo Alli, Director  
270 Washington Street, Suite 5198  
Atlanta, Georgia 30334

**Section 5.06 Agreement modification.** This agreement, including all Attachments hereto, constitutes the entire agreement between the parties with respect to the subject matter of this agreement and may be altered or amended only by a subsequent written agreement of equal dignity; provided, however, that the parties' representatives identified in Section 5.05 may agree in writing by an exchange of letters or emails prior to the budget revision becoming effective to budget revisions which do not increase or decrease the total dollar value of the agreement. This agreement supersedes all prior agreements, negotiations and communications of whatever type, whether written or oral, between the parties hereto with respect to the subject matter of this agreement. After the agreement has been approved by the Director of the Georgia Public Defender Council, no modifications may be made without prior notice to the Director of the council.

**Section 5.07 Termination.** (a) **Due to non-availability of funds.** In the event that any of the sources of reimbursement for services under this agreement (appropriations from the General Assembly of the State of Georgia, or appropriations from a county governing authority) is reduced during the term of this agreement, the Public Defender Office may make financial and other adjustments to this agreement and notify the County accordingly. An adjustment may be an agreement amendment or may be the termination of the agreement. The certification by the director of the Georgia Public Defender Council of the occurrence of reduction in State funds is

conclusive. The certification of the occurrence of the reduction in county funds by the person designated in Section 5.05 for the receipt of notice for each of the County of the occurrence of the reduction in county funds is conclusive. The County agree to promptly notify the Public Defender Office in writing of the non-existence or insufficiency of funds and the date of termination. The Public Defender Office shall then immediately cease providing the services required hereunder except for any necessary winding down and transition services required under Section 5.08. In lieu of terminating this agreement, the County and the Public Defender Office may make financial and other adjustments to this agreement by amending it pursuant to Section 5.06 .

**(b) For cause.** This agreement may be terminated for cause, in whole or in part, at any time by any party for failure by the other party to substantially perform any of its duties under this agreement. "Cause" means a breach or default of any material obligation hereunder which default is incapable of cure, or which, being capable of cure, has not been cured within 30 days after receipt of notice of such default (or such additional cure period as the non-defaulting party may authorize). Should a party exercise its right to terminate this agreement under this subsection, the termination shall be accomplished in writing and specify the reason and the termination date. In the event of termination under this subsection the Public Defender Office shall submit a final agreement expenditure report containing all charges incurred through and including the termination date to the County no later than 30 days after the effective date of written notice of termination and the County shall pay the amount due within 15 days of the receipt of the final agreement expenditure report. Upon termination of this agreement, the Public Defender Office shall not incur any new obligations after the effective date of the termination, except as required under Section 5.08. The above remedies contained in this subsection are in addition to any other remedies provided by law or the terms of this agreement.

**(c) For Convenience.** This agreement may be cancelled or terminated by either of the parties without cause; however, the party seeking to terminate or cancel this agreement shall give written notice of its intention to do so to the other party at least 60 days prior to the effective date of cancellation or termination.

**(d) Post-termination obligations.** After termination of this agreement pursuant to this Section, the Public Defender Office and the County agree to comply with the provisions of Section 5.08 (b).

**Section 5.08 Cooperation in transition of services.** **(a) At the beginning of the agreement.** The County agrees upon the beginning of this agreement to cooperate as requested by the Public Defender Office to effectuate the smooth and reasonable transition of services for existing clients, if applicable. This includes but is not limited to the payment for the continuation of representation by current counsel where appropriate or required by law, court rule or the State Bar of Georgia ethical standards or the facilitation of the timely transfer to the Public Defender Office of the client records.

**(b) During or at the end of the agreement.** The Public Defender Office agrees upon termination or expiration of this agreement, in whole or in part, for any reason to cooperate as requested by the County to effectuate the smooth and reasonable transition of services for existing clients. This includes but is not limited to the continuation of representation by Public Defender Office where appropriate or required by law, court rule or the State Bar of Georgia ethical standards or the facilitation of the timely transfer to the County of the client records. The County shall compensate the Public Defender for all post-termination or post-expiration services under this subsection. The Public Defender Office shall submit a monthly expenditure report containing all charges incurred during the preceding month on or before the 5<sup>th</sup> day of each month. The County shall pay the amount due within 15 days of the receipt of the monthly expenditure report. This subsection survives the termination or expiration of the agreement.

**(c) Statutory responsibility continuation.** The Public Defender Office and the County acknowledge that both have responsibilities for indigent defense costs under the Georgia Indigent Defense Act of 2003, as amended and that the termination or expiration of this agreement does not relieve either party of their responsibility under the law.

**Section 5.09 Advance of Funds.** The parties agree that advances of funds cannot remain outstanding following agreement termination or expiration and will be reclaimed. The parties agree that upon termination of this agreement, for any reason, all unexpended and unobligated funds held by the parties revert to the party entitled to the funds. The parties agree to reconcile expenditures against advances of funds within 30 days of termination of this agreement.

**Section 5.10 Time.** Time is of the essence.

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

ATTEST:

**Jasper County**

\_\_\_\_\_  
BY: \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Title

ATTEST:

**Circuit Public Defender**

\_\_\_\_\_  
BY: \_\_\_\_\_  
Signature  
Circuit Public  
Defender

ATTEST:

Consented to:

**Georgia Public Defender Council**

\_\_\_\_\_  
BY: \_\_\_\_\_  
Signature  
Director

Ocmulgee Judicial Circuit  
ATTACHMENT B – Personnel & Operating Expenditures  
Jasper County  
July 1, 2021 – June 31, 2022

The County agrees to pay the Public Defender Office \$51,743.94 in 12 monthly installments of \$4,312.00. Installments are due to the Georgia Public Defender Council (GPDC) on the 15<sup>th</sup> of the preceding month beginning on June 15, 2021. Invoices will be sent to the following address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Installments will be paid directly to GPDC at the following address:

GPDC  
Attn: Jason Ring  
270 Washington Street  
Suite 5198  
Atlanta, GA 30334

The Public Defender Office agrees to use these funds for the purpose of paying the salary and benefits for county funded public defenders and assistants (Article 2) in addition to the expenditures necessary to equip, maintain, and furnish the Public Defender Office (Article 3).

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



**Business Item 8:**

**Agenda Request – Jasper County BOC**

**Department:** Human Resources

**Date:** June 7, 2021

**Subject:** Human Resources Report

**Summary:**

Staff will present a Human Resources Report.

**Background:**

Staff has been requested to provide a Human Resources Report. 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: April 2021– June 2021

### Current Open Positions

**Operator I (2)**

**Assistant Recreation Director**

**Senior Accountant**

**EMT (1)**

**Paramedics (3)**

**911 Dispatchers**

### New Hires

**Public Works – 2**

**Fire Rescue – 2 (part-time)**

**BOC – 1**

**Jail – 2**

**Recreation – 2 (Part-time, Concessions)**

**Superior Court - 1**

### Terminations/Resignations

**Public Works – 1**

**Sheriff – 2 (part-time)**

**Jail - 1**

**Fire Rescue – 1**

**Recreation – 1**

### Total Employees = 167

**Full-time = 119**

**Part-time = 48**



## Jasper County Boards Report

Period Covered: April 2021 – June 2021

### Upcoming Board Appointments Needed:

Jasper County Library Board: 2 terms expiring June 2021

Jasper County Water & Sewer Authority: 3 Vacancies, 1 term replacement to March 2026

Jasper County DFCS Board: 1 vacancy

911 Authority Board: 1 term expiring July 2021

**Business Item 9:**

**Agenda Request – Jasper County BOC**

Department: Finance

Date: June 7, 2021

Subject: FY 2021 3rd Quarter Financial Report

**Summary:**

Staff will present a Financial Report for 3rd Quarter FY2021.

**Background:**

**Cost:**

None

**Recommended Motion:**

None Required

JASPER COUNTY BOARD OF COMMISSIONERS

FY2021 3RD 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	\$ 6,196,136	101.9%	-1.9%
2	VEHICLE & MOBILE HOME TAX	\$ 826,012	\$ 851,209	103.1%	-3.1%
3	PRIOR YEARS TAX	\$ 204,300	\$ 262,652	128.6%	-28.6%
4	FOREST LAND PROTECTION GRANT	\$ 560,709	\$ 563,271	100.5%	-0.5%
5	LOCAL OPTION SALES TAX	\$ 694,818	\$ 660,065	95.0%	5.0%
6	INSURANCE PREMIUM TAX	\$ 770,000	\$ 804,475	104.5%	-4.5%
7	TAX COMISSIONER COMMISSION	\$ 200,000	\$ 239,747	119.9%	-19.9%
8	TIMBER TAX	\$ 60,000	\$ 29,600	49.3%	50.7%
9	RAILROAD TAX	\$ 30,000	\$ -	0.0%	100.0%
10	REAL ESTATE TRANFER TAX	\$ 32,000	\$ 49,814	155.7%	-55.7%
11	INTANGIBLE TAX	\$ 88,000	\$ 149,749	170.2%	-70.2%
12	ALCOHOL EXCISE TAX	\$ 60,000	\$ 49,250	82.1%	17.9%
13	BUSINESS LICENSE TAX	\$ 20,000	\$ 23,286	116.4%	-16.4%
14	ENERGY EXCISE TAX	\$ 5,500	\$ 4,183	76.1%	23.9%
15	SPECIAL DIGEST - STANTON SPRINGS	\$ 186,162	\$ -	0.0%	100.0%
16	OTHER TAXES	\$ 750	\$ 749	99.9%	0.1%
17	PENALTIES & INTEREST	\$ 91,500	\$ 120,276	131.4%	-31.4%
18	EMS	\$ 355,000	\$ 249,132	70.2%	29.8%
19	PROBATE COURT	\$ 120,000	\$ 120,852	100.7%	-0.7%
20	SUPERIOR COURT	\$ 125,000	\$ 146,163	116.9%	-16.9%
21	SHERIFF	\$ 40,000	\$ -	0.0%	100.0%
22	JAIL	\$ 14,000	\$ 5,266	37.6%	62.4%
23	RECREATION	\$ 60,000	\$ 32,379	54.0%	46.0%
24	PLANNING & ZONING	\$ 120,500	\$ 150,912	125.2%	-25.2%
25	EMA	\$ 5,000	\$ 23,293	465.9%	-365.9%
26	ANIMAL CONTROL	\$ 5,500	\$ 3,312	60.2%	39.8%
27	FIRE DISTRICT - JCWSA	\$ 43,500	\$ 50,931	117.1%	-17.1%
28	CARES GRANT	\$ -	\$ 589,644		
29	FOREST WILDLIFE GRANT	\$ 25,000	\$ -	0.0%	100.0%
30	INTEREST	\$ 25,000	\$ 10,097	40.4%	59.6%
31	FAMILY CONNECTION GRANT	\$ 48,000	\$ 15,065	31.4%	68.6%
32	OTHER REVENUE	\$ 36,497	\$ 142,008	389.1%	-289.1%
33	SENIOR CENTER	\$ 139,567	\$ 140,315	100.5%	-0.5%
34	TOTAL GENERAL FUND REVENUE	\$ 11,073,958	\$ 11,683,832	105.5%	-5.5%

100	GENERAL FUND -	FY 2021 BUDGET	FY 2021 ACTUAL	% EXPENDED	% UNENCUMBERED
DEPT #	EXPENDITURES				
35	100 GENERAL GOVERNMENT	\$ 2,230,907	\$ 1,575,569	70.6%	29.4%
36	200 JUDICIAL	\$ 865,419	\$ 604,862	69.9%	30.1%
37	300 PUBLIC SAFETY	\$ 4,983,592	\$ 3,344,170	67.1%	32.9%
38	400 PUBLIC WORKS	\$ 1,952,581	\$ 2,281,510	116.8%	-16.8%
39	600 CULTURE/RECREATION	\$ 516,247	\$ 374,376	72.5%	27.5%
40	700 HOUSING & DEVELOPMENT	\$ 300,216	\$ 222,766	74.2%	25.8%
41	900 APPROPRIATIONS	\$ 339,396	\$ 247,146	72.8%	27.2%
42	950 COMPONENT UNITS	\$ 661,156	\$ 526,093	79.6%	20.4%
43	900 CAPITAL TRANSFER	\$ -	\$ -		
44	TOTAL GENERAL FUND EXPENDITURES	\$ 11,849,514	\$ 9,176,492	77.4%	22.6%

JASPER COUNTY BOARD OF COMMISSIONERS

FY2021 3RD 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	\$ 243,645	\$ 138,112	56.7%	43.3%
46	01300	EXECUTIVE	\$ 202,083	\$ 140,320	69.4%	30.6%
47	01400	ELECTIONS	\$ 28,962	\$ 22,993	79.4%	20.6%
48	01401	REGISTRAR	\$ 66,495	\$ 61,381	92.3%	7.7%
49	01510	FINANCIAL ADMINISTRATION	\$ 129,232	\$ 86,521	67.0%	33.0%
50	01540	HUMAN RESOURCES	\$ 105,715	\$ 64,255	60.8%	39.2%
51	01545	TAX COMMISSIONER	\$ 256,226	\$ 173,338	67.7%	32.3%
52	01150	TAX ASSESSOR	\$ 315,553	\$ 219,400	69.5%	30.5%
53	01565	GOV'T BUILDINGS	\$ 467,863	\$ 375,385	80.2%	19.8%
54	80000	DEBT SERVICE	\$ 415,134	\$ 293,865	70.8%	29.2%
55		TOTAL GENERAL GOVERNMENT	\$ 2,230,907	\$ 1,575,569	70.6%	29.4%
	200	JUDICIAL-				
56	02150	SUPERIOR COURT	\$ 376,557	\$ 265,217	70.4%	29.6%
57	02200	DISTRICT ATTORNEY	\$ 53,037	\$ 37,621	70.9%	29.1%
58	02400	MAGISTRATE COURT	\$ 128,615	\$ 91,474	71.1%	28.9%
59	02450	PROBATE COURT	\$ 195,252	\$ 134,080	68.7%	31.3%
60	02600	JUVENILE COURT	\$ 5,000	\$ 2,886	57.7%	42.3%
61	03100	COURTS: OTHER COSTS	\$ 106,958	\$ 73,583	68.8%	31.2%
62		TOTAL JUDICIAL	\$ 865,419	\$ 604,862	69.9%	30.1%
	300	PUBLIC SAFETY-				
63	03300	SHERIFF	\$ 2,465,882	\$ 1,654,898	67.1%	32.9%
64	03326	JAIL	\$ 1,000,343	\$ 635,200	63.5%	36.5%
65	03360	COURTHOUSE SECURITY	\$ 115,611	\$ 88,207	76.3%	23.7%
66	03550	FIRE RESCUE	\$ 1,205,009	\$ 821,788	68.2%	31.8%
67	03700	CORONER	\$ 25,895	\$ 16,347	63.1%	36.9%
68	03900	ANIMAL CONTROL	\$ 155,386	\$ 102,203	65.8%	34.2%
69	03920	EMERGENCY MANAGEMENT	\$ 15,466	\$ 25,528	165.1%	-65.1%
70		TOTAL PUBLIC SAFETY	\$ 4,983,592	\$ 3,344,170	67.1%	32.9%
71	400	PUBLIC WORKS-ROADS AND BRIDGES	\$ 1,952,581	\$ 2,281,510	116.8%	-16.8%
	600	CULTURE/RECREATION-				
72	06100	RECREATION-	\$ 276,115	\$ 178,924	64.8%	35.2%
73	06200	SENIOR CENTER	\$ 240,132	\$ 195,452	81.4%	18.6%
74		TOTAL CULTURE/RECREATION	\$ 516,247	\$ 374,376	72.5%	27.5%
	700	HOUSING DEVELOPMENT-				
75	07100	COUNTY EXTENSION SERVICE	\$ 63,246	\$ 27,953	44.2%	55.8%
76	07410	PLANNING AND ZONING	\$ 236,970	\$ 194,813	82.2%	17.8%
77		TOTAL HOUSING AND DEVELOPMENT	\$ 300,216	\$ 222,766	74.2%	25.8%

JASPER COUNTY BOARD OF COMMISSIONERS

FY2021 3RD 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	\$ 4,724	33.7%	66.3%
79	572030	DEPT OF FAMILY AND CHILDRENS SERVICES	\$ 10,375	\$ 7,781	75.0%	25.0%
80	572060	CONSERVATION	\$ 3,000	\$ 3,000	100.0%	0.0%
81	572070	JC BOARD OF EDUCATION	\$ 34,000	\$ 21,286	62.6%	37.4%
82	572080	PUTNAM-JASPER SUPPORT SERVICES	\$ 5,760	\$ 4,320	75.0%	25.0%
83	572100	AZALEA REGIONAL LIBRARY	\$ 100,043	\$ 75,032	75.0%	25.0%
84	572101	AZALEA REGIONAL LIBRARY - 2% LOST	\$ 12,942	\$ 13,201	102.0%	-2.0%
85	57211	GA FORESTRY	\$ 15,876	\$ 11,907	75.0%	25.0%
86	572179	FAMILY CONNECTION	\$ 8,500	\$ 6,375	75.0%	25.0%
87	572180	FAMILY CONNECTION	\$ 48,000	\$ 23,619	49.2%	50.8%
88	572190	CHAMBER OF COMMERCE	\$ 44,000	\$ 33,000	75.0%	25.0%
89	572200	FOUR COUNTY DEV AUTHORITY	\$ -	\$ -		
90	573000	JCSWA	\$ 42,900	\$ 42,900	100.0%	0.0%
91	579000	CONTINGENCY & PAYROLL CONTINGENCY	\$ -	\$ -		
92	579200	911 AUTH PAYROLL CONTINGENCY	\$ -	\$ -		
93		TOTAL APPROPRIATIONS/CONTINGENCY	\$ 339,396	\$ 247,146	72.8%	27.2%
950	COMPONENT UNITS-					
94	611200	JASPER COUNTY HEALTH DEPARTMENT	\$ 54,967	\$ 41,225	75.0%	25.0%
95	611300	ECONOMIC DEVELOPMENT AUTHORITY	\$ 107,513	\$ 80,635	75.0%	25.0%
96	611400	E911 JOINT COUNTY AUTHORITY	\$ 362,715	\$ 302,263	83.3%	16.7%
97	612500	TRANSFER TO SENIOR CENTER	\$ -	\$ -		
98	612540	TRANSFER TO LANDFILL	\$ 150,063	\$ 112,547	75.0%	25.0%
99	618000	TRANSFER FROM CURBSIDE	\$ (14,102)	\$ (10,577)	75.0%	25.0%
100		TOTAL COMPONENT UNITS	\$ 661,156	\$ 526,093	79.6%	20.4%
101	600010	CAPITAL TRANSFER	\$ -	\$ -		

**Business Item 10:**

**Agenda Request – Jasper County BOC**

**Department:** Board of Commissioners

**Date:** June 7, 2021

**Subject:** FY 2022 Budget Consensus

**Summary:**

FY 2022 Budget Materials Included:

2021 Countywide Digest Summary - \$511,590,570

2021 General Fund Rollback Millage Rate – 13.826

Proposed FY 2022 Department Budget - \$11,941,973

Projected FY 2022 Revenue - \$11,906,585

2021 Hospital Digest Summary - \$511,590,570

2021 Hospital Rollback Millage Rate - .772

**Background:**

**Cost:**

**Recommended Motion:**

Approve 2021 Countywide Digest, 2021 Hospital Digest, 2021 Countywide M&O Millage Rate, 2021 Hospital Millage Rate and FY 2022 Countywide Department Budget for Required Advertising.



## 2021 PRELIMINARY DIGEST TOTALS

COUNTY WIDE	2020	2021	Difference
Real Property	\$580,173,800	\$628,185,210	\$48,011,410
Personal Property	\$38,773,520	\$37,420,226	-\$1,353,294
Motor Vehicle	\$7,859,280	\$6,988,510	-\$870,770
Mobile Homes	\$1,351,936	\$1,397,869	\$45,933
Timber	\$5,529,380	\$3,603,907	-\$1,925,473
Heavy Equipment	\$222,266	\$352,400	\$130,134
<b>TOTAL DIGEST</b>	<b>\$633,910,182</b>	<b>\$677,948,122</b>	<b>\$44,037,940</b>

Exemptions			
Regular Homestead	\$22,564,308	\$22,657,328	\$93,020
Senior Homestead	\$6,533,081	\$6,465,808	-\$67,273
Disabled Veteran	\$3,243,581	\$4,170,410	\$926,829
Freeport	\$5,210,308	\$937,898	-\$4,272,410
Preferential Ag	\$16,700	\$20,500	\$3,800
Personal <7500	\$1,895,463	\$1,878,367	-\$17,096
Historic			\$0
Conservation Use	\$101,087,845	\$102,797,564	\$1,709,719
Forest Land	\$27,339,226	\$27,429,677	\$90,451
<b>TOTAL</b>	<b>\$167,890,512</b>	<b>\$166,357,552</b>	<b>-\$1,532,960</b>

<b>NET DIGEST</b>	<b>\$466,019,670</b>	<b>\$511,590,570</b>	<b>\$45,570,900</b>
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<b>INFLATIONARY GROWTH</b>	<b>\$25,099,960</b>	<b>\$24,891,483</b>	
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**PT-32.1 - Computation of MILLAGE RATE ROLLBACK AND PERCENTAGE INCREASE IN PROPERTY TAXES - 2021**

COUNTY: **JASPER** TAXING JURISDICTION: **COUNTYWIDE**

ENTER VALUES AND MILLAGE RATES FOR THE APPLICABLE TAX YEARS IN YELLOW HIGHLIGHTED BOXES BELOW

DESCRIPTION	2020 DIGEST	REASSESSMENT OF EXISTING REAL PROP	OTHER CHANGES TO TAXABLE DIGEST	2021 DIGEST
REAL	580,173,800	24,891,483	23,119,927	628,185,210
PERSONAL	38,773,520		(1,353,294)	37,420,226
MOTOR VEHICLES	7,859,280		(870,770)	6,988,510
MOBILE HOMES	1,351,936		45,933	1,397,869
TIMBER -100%	5,529,380		(1,925,473)	3,603,907
HEAVY DUTY EQUIP	222,266		130,134	352,400
GROSS DIGEST	633,910,182	24,891,483	19,146,457	677,948,122
EXEMPTIONS	167,890,512		(1,532,960)	166,357,552
NET DIGEST	466,019,670	24,891,483	20,679,417	511,590,570
	(PYD)	(RVA)	(NAG)	(CYD)

2020 MILLAGE RATE: **14.533**

2021 MILLAGE RATE: **0.000**

**CALCULATION OF ROLLBACK RATE**

DESCRIPTION	ABBREVIATION	AMOUNT	FORMULA
2020 Net Digest	PYD	466,019,670	
Net Value Added-Reassessment of Existing Real Property	RVA	24,891,483	
Other Net Changes to Taxable Digest	NAG	20,679,417	
2021 Net Digest	CYD	511,590,570	(PYD+RVA+NAG)
2020 Millage Rate	PYM	14.533	PYM
Millage Equivalent of Reassessed Value Added	ME	0.707	(RVA/CYD) * PYM
Rollback Millage Rate for 2021	<b>RR - ROLLBACK RATE</b>	<b>13.826</b>	PYM - ME

**CALCULATION OF PERCENTAGE INCREASE IN PROPERTY TAXES**

the 2021 Proposed Millage Rate for this Taxing Jurisdiction exceeds Rollback Millage Rate computed above, this section will automatically calculate the amount of increase in property taxes that is part of the notice required in O.C.G.A. § 48-5-32.1(c) (2)	Rollback Millage Rate	13.826
	2021 Millage Rate	0.000
	<b>Percentage Tax Increase</b>	<b>-100.00%</b>

**CERTIFICATIONS**

I hereby certify that the amount indicated above is an accurate accounting of the total net assessed value added by the reassessment of existing real property for the tax year for which this rollback millage rate is being computed.

-----  
Chairman, Board of Tax Assessors

-----  
Date

I hereby certify that the values shown above are an accurate representation of the digest values and exemption amounts for the applicable tax years.

-----  
Tax Collector or Tax Commissioner

-----  
Date

I hereby certify that the above is a true and correct computation of the rollback millage rate in accordance with O.C.G.A. § 48-5-32.1 for the taxing jurisdiction for tax year 2019 and that the final millage rate set by the authority of this taxing jurisdiction for tax year 2019 is \_\_\_\_\_

**CHECK THE APPROPRIATE PARAGRAPH BELOW THAT APPLIES TO THIS TAXING JURISDICTION**

If the final millage rate set by the authority of the taxing jurisdiction for tax year 2020 exceeds the rollback rate, I certify that the required advertisements, notices, and public hearings have been conducted in accordance with O.C.G.A. §§ 48-5-32 and 48-5-32.1 as evidenced by the attached copies of the published "five year history and current digest" advertisement and the "Notice of Intent to Increase Taxes" at the times and places when and where the required public hearings were held, and a copy of the press release provided to the local media.

If the final millage rate set by the authority of the taxing jurisdiction for tax year 2020 does not exceed the rollback rate, I certify that the required "five year history and current digest" advertisement has been published in accordance with O.C.G.A. § 48-5-32 as evidenced by the attached copy of such advertised report.

-----  
Responsible Party

-----  
Title

-----  
Date

GENERAL FUND		FY 2021 APPROVED BUDGET	FY 2022 PROPOSED BUDGET	FY 2022 INC/DEC	% VAR
1110	BOC	235,991	238,749	2,758	1.2%
1300	EXECUTIVE	202,083	206,953	4,870	2.4%
1400	ELECTIONS	28,962	30,779	1,817	6.3%
1401	REGISTRAR	66,495	67,934	1,439	2.2%
1510	FINANCIAL ADMINISTRATION	129,232	199,523	70,291	54.4%
1540	HR	105,715	104,650	(1,065)	-1.0%
1545	TAX COMMISSIONER	256,226	253,836	(2,390)	-0.9%
1550	TAX ASSESSOR	315,553	318,824	3,271	1.0%
1565	GOVERNMENT BUILDINGS	165,266	166,088	822	0.5%
2150	SUPERIOR COURT	376,341	409,023	32,682	8.7%
2200	DISTRICT ATTORNEY	53,037	57,036	3,999	7.5%
2400	MAGISTRATE COURT	128,615	138,836	10,220	7.9%
2450	PROBATE COURT	193,557	202,262	8,705	4.5%
2600	JUVENILE COURT	5,000	5,000	0	0.0%
3100	COURTS OTHER COSTS	106,958	117,866	10,908	10.2%
3300	SHERIFF	2,444,645	2,536,644	91,999	3.8%
3326	JAIL	1,000,343	1,015,987	15,644	1.6%
3360	COURTHOUSE SECURITY	115,611	113,563	(2,048)	-1.8%
3550	FIRE RESCUE	1,204,170	1,296,952	92,782	7.7%
3700	CORONER	25,895	25,895	0	0.0%
3900	ANIMAL CONTROL	155,386	157,474	2,088	1.3%
3920	EMERGENCY MANAGEMENT	14,863	14,463	(400)	-2.7%
4200	ROADS AND BRIDGES	1,952,581	2,007,719	55,138	2.8%
6100	RECREATION	261,115	272,969	11,854	4.5%
6200	SENIOR CENTER	240,132	250,966	10,834	4.5%
7100	COUNTY EXTENSION	63,246	66,887	3,641	5.8%
7410	PLANNING AND ZONING	236,970	261,023	24,053	10.2%
SUBTOTAL - DEPARTMENTS		10,083,988	10,537,901	453,913	4.5%
AGENCIES/COMPONENT UNITS		952,552	974,777	22,225	2.3%
DEBT SERVICE		394,022	429,296	35,274	9.0%
SUBTOTAL - AGENCIES & DEBT SERVICE		1,346,574	1,404,072	57,498	4.3%
GRAND TOTAL GENERAL FUND		11,430,562	11,941,973	511,411	4.5%

FY 2022 PROJECTED REVENUE  
GRAND TOTAL - GENERAL FUND  
DIFFERENCE

11,906,585  
11,941,973  
(35,388)

	A	B	C	O	T	U	V	W	X	Y	Z	AA	AB	AC	AD	AE
1	REVENUE PROJECTED - 2022 (Millage Rate = 13.826)															
2			Adopted	Adopted	Actual Thru	Annualized	Projected	Additional	Revised	In/Dec						
3	Account Number	Description	FY 2020	FY 2021	March 2021	FY 2021	FY 2022	Projected	FY 2022	Over FY 2021						
4																
5	100-031-31100-00031-311000	ADVALOREM TAXES- CURR YEAR	\$ 5,868,921	\$ 6,081,643	\$ 6,196,136	\$ 6,246,136	\$ 6,352,934	\$ 67,584	\$ 6,420,518	\$ 338,875	Est 94% Collection Rate		95%=6,420,518		use 6,420,518	Inc-67,584
6	100-031-31100-00031-311010	ADVALOREM TAXES- PRIOR YEAR	\$ 205,000	\$ 200,000	\$ 260,648	\$ 285,000	\$ 250,000	\$ 38,000	\$ 288,000	\$ 88,000	2019 \$181k; 2020 \$252k		FY18-\$308, FY19- \$181, FY20-\$253, FY21-\$285		use \$288	Inc-\$38,000
7	100-031-31100-00031-311120	TIMBER TAX	\$ 74,250	\$ 60,000	\$ 29,599	\$ 44,599	\$ 50,000		\$ 50,000	\$ (10,000)						
8	100-031-31100-00031-311130	SALES TAX VEND COMP	\$ 200	\$ 250	\$ 229	\$ 250	\$ 250		\$ 250	\$ -						
9	100-031-31100-00031-311190	MAIL FEE MOTOR VEHICLE	\$ 39,000	\$ 39,000	\$ 30,119	\$ 41,119	\$ 41,500		\$ 41,500	\$ 2,500						
10	100-031-31100-00031-311310	VEHICLE TAXES	\$ 119,740	\$ 100,512	\$ 76,596	\$ 112,596	\$ 85,000		\$ 85,000	\$ (15,512)	12% reduction					
11	100-031-31100-00031-311315	MOTOR VEHICLE TAVT TAX	\$ 485,000	\$ 670,000	\$ 616,907	\$ 950,000	\$ 850,000	\$ 35,000	\$ 885,000	\$ 215,000	Act 2019 \$567k; Act 2020 \$830k		FY21-\$950		use \$885	Inc \$35,000
12	100-031-31100-00031-311320	MOBILE HOME TAXES	\$ 18,300	\$ 16,000	\$ 13,748	\$ 16,000	\$ 16,000		\$ 16,000	\$ -						
13	100-031-31100-00031-311330	MOBILE HOME PRIOR YEAR	\$ 3,000	\$ 2,000	\$ 1,693	\$ 2,000	\$ 2,000		\$ 2,000	\$ -						
14	100-031-31100-00031-311350	RAILROAD TAX	\$ 30,000	\$ 30,000	\$ -	\$ 33,000	\$ 33,000		\$ 33,000	\$ 3,000	2019 \$35k; 2020 \$34k					
15	100-031-31100-00031-311400	VEHICLE TAX PRIOR YEARS	\$ 1,500	\$ 300	\$ -	\$ -	\$ -		\$ -	\$ (300)						
16	100-031-31100-00031-311410	TIMBER TAX PRIOR YEARS	\$ 300	\$ 2,000	\$ 310	\$ 500	\$ 1,000		\$ 1,000	\$ (1,000)						
17	100-031-31100-00031-311430	MOBILE HOME PERMITS/TAX COM	\$ 600	\$ 500	\$ 579	\$ 600	\$ 600		\$ 600	\$ 100						
18	100-031-31100-00031-311500	FLPA/PROPERTY TAX GRANTS	\$ 684,182	\$ 560,709	\$ 563,271	\$ 563,271	\$ 447,412		\$ 447,412	\$ (113,297)	PT-37					
19	100-031-31100-00031-311600	REAL ESTATE TRANS TAX	\$ 33,000	\$ 32,000	\$ 49,814	\$ 65,820	\$ 64,000		\$ 64,000	\$ 32,000			Act thru April \$54,855 = Mnthly Ave-\$5485 no change			
20	100-031-31100-00031-311610	INTANGIBLE RECORDING	\$ 77,000	\$ 88,000	\$ 149,749	\$ 195,744	\$ 180,000	\$ 10,000	\$ 190,000	\$ 102,000			Actual thru April - \$163,120 Monthly Ave - \$16,312			
21	100-031-31100-00031-311710	HEAVY DUTY EQUIPMENT TAX	\$ 950	\$ 500	\$ 429	\$ 500	\$ 500		\$ 500	\$ -						
22	100-031-31100-00031-314900	ENERGY EXCISE TAX	\$ 25,000	\$ 5,500	\$ 2,995	\$ 4,493	\$ 4,500		\$ 4,500	\$ (1,000)	2019 \$17k; 2020 \$6k					
23	100-031-31300-00031-313100	LOCAL OPTION SALES AND USE	\$ 647,054	\$ 694,818	\$ 576,352	\$ 864,528	\$ 875,000		\$ 875,000	\$ 180,182	Last 8 mos aver=\$72k; Last 3 mos \$75k					
24	100-031-31400-00031-314200	ALCOHOLIC BEVERAGE EXCISE TAX	\$ 68,000	\$ 60,000	\$ 42,290	\$ 66,000	\$ 65,000		\$ 65,000	\$ 5,000	2019 \$66k; 2020 \$66k					
25	100-031-31600-00031-316200	INSURANCE PREMIUM TAX	\$ 751,000	\$ 770,000	\$ 804,475	\$ 804,475	\$ 828,000		\$ 828,000	\$ 58,000	FY19 \$708k; FY 20 \$759k; FY21 \$804k; use 3% growth					
26	100-031-31630-00031-316300	BUSINESS LICENSE TAX	\$ 18,500	\$ 20,000	\$ 23,286	\$ 23,286	\$ 25,000		\$ 25,000	\$ 5,000	FY19 \$17k; FY20 \$20k; FY21 \$23k					
27	100-031-31800-00031-318001	FIRE DISTRICT - JCWSA	\$ 43,500	\$ 43,500	\$ 50,932	\$ 52,432	\$ 48,000		\$ 48,000	\$ 4,500	FY19 \$44k; FY20 \$48k					
28	100-031-31900-00031-319000	PENALTIES AND INTEREST/DEL TAX	\$ 98,010	\$ 90,000	\$ 116,201	\$ 121,201	\$ 115,000		\$ 115,000	\$ 25,000	FY19 \$112k; FY20 \$119k					
29	100-031-31900-00031-319500	FI FA / ADVERTISING REIMBURSEMENT	\$ 2,500	\$ 1,500	\$ 3,266	\$ 3,300	\$ 2,000		\$ 2,000	\$ 500						
30	100-032-32100-00032-321100	ALCOHOLIC BEVERAGE LICENSE	\$ 15,100	\$ 14,500	\$ 14,900	\$ 14,900	\$ 14,900		\$ 14,900	\$ 400						
31	100-032-32100-00032-321400	GENERAL BUSINESS LICENSE	\$ 15,000	\$ 15,000	\$ 14,530	\$ 15,500	\$ 15,500		\$ 15,500	\$ 500						
32	100-032-32200-00032-322100	BUILDING STRUCTURES & EQUIP	\$ 37,500	\$ 55,000	\$ 69,532	\$ 85,000	\$ 85,000		\$ 85,000	\$ 30,000						
33	100-032-32200-00032-322110	INSPECTION	\$ 7,000	\$ 5,000	\$ 11,375	\$ 14,000	\$ 14,000		\$ 14,000	\$ 9,000						
34	100-032-32200-00032-322120	ZONING AND LAND USE	\$ 2,500	\$ 2,500	\$ 7,500	\$ 9,500	\$ 9,500		\$ 9,500	\$ 7,000						
35	100-032-32200-00032-322130	REMODEL, AD-ON, ETC	\$ 26,000	\$ 28,000	\$ 32,245	\$ 38,000	\$ 38,000		\$ 38,000	\$ 10,000						
36	100-032-32200-00032-322150	COMMERCIAL BUILDING LIC/PER	\$ -	\$ 500	\$ -	\$ 500	\$ 500		\$ 500	\$ -						
37	100-032-32200-00032-322175	POSTAGE REIMBURSEMENT			\$ 51	\$ 51	\$ -		\$ -	\$ -						
38	100-032-32200-00032-322180	CELL TOWER			\$ 750	\$ 750	\$ -		\$ -	\$ -						
39	100-033-33400-00033-334210	CARES GRANT - COVID 19			\$ 589,644	\$ 590,535	\$ -		\$ -	\$ -						



## 2021 PRELIMINARY DIGEST TOTALS

HOSPITAL	2020	2021	Difference
Real Property	\$580,173,800	\$628,185,210	\$48,011,410
Personal Property	\$38,773,520	\$37,420,226	-\$1,353,294
Motor Vehicle	\$7,859,280	\$6,988,510	-\$870,770
Mobile Homes	\$1,351,936	\$1,397,869	\$45,933
Timber	\$5,529,380	\$3,603,907	-\$1,925,473
Heavy Equipment	\$222,266	\$352,400	\$130,134
<b>TOTAL DIGEST</b>	<b>\$633,910,182</b>	<b>\$677,948,122</b>	<b>\$44,037,940</b>

Exemptions			
Regular Homestead	\$22,564,308	\$22,657,328	\$93,020
Senior Homestead	\$6,533,081	\$6,465,808	-\$67,273
Disabled Veteran	\$3,243,581	\$4,170,410	\$926,829
Freeport	\$5,210,308	\$937,898	-\$4,272,410
Preferential Ag	\$16,700	\$20,500	\$3,800
Personal <7500	\$1,895,463	\$1,878,367	-\$17,096
Historic			\$0
Conservation Use	\$101,087,845	\$102,797,564	\$1,709,719
Forest Land	\$27,339,226	\$27,429,677	\$90,451
<b>TOTAL</b>	<b>\$167,890,512</b>	<b>\$166,357,552</b>	<b>-\$1,532,960</b>

<b>NET DIGEST</b>	<b>\$466,019,670</b>	<b>\$511,590,570</b>	<b>\$45,570,900</b>
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<b>INFLATIONARY GROWTH</b>	<b>\$25,099,960</b>	<b>\$24,891,483</b>	
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**PT-32.1 - Computation of MILLAGE RATE ROLLBACK AND PERCENTAGE INCREASE IN PROPERTY TAXES - 2021**

COUNTY: JASPER

TAXING JURISDICTION: HOSPITAL

**ENTER VALUES AND MILLAGE RATES FOR THE APPLICABLE TAX YEARS IN YELLOW HIGHLIGHTED BOXES BELOW**

DESCRIPTION	2020 DIGEST	REASSESSMENT OF EXISTING REAL PROP	OTHER CHANGES TO TAXABLE DIGEST	2021 DIGEST
REAL	580,173,800	24,891,483	23,119,927	628,185,210
PERSONAL	38,773,520		(1,353,294)	37,420,226
MOTOR VEHICLES	7,859,280		(870,770)	6,988,510
MOBILE HOMES	1,351,936		45,933	1,397,869
TIMBER -100%	5,529,380		(1,925,473)	3,603,907
HEAVY DUTY EQUIP	222,266		130,134	352,400
GROSS DIGEST	633,910,182	24,891,483	19,146,457	677,948,122
EXEMPTIONS	167,890,512		(1,618,105)	166,272,407
NET DIGEST	466,019,670	24,891,483	20,764,562	511,675,715
	<b>(PYD)</b>	<b>(RVA)</b>	<b>(NAG)</b>	<b>(CYD)</b>
2020 MILLAGE RATE:	0.811		2021 MILLAGE RATE:	0.000

**CALCULATION OF ROLLBACK RATE**

DESCRIPTION	ABBREVIATION	AMOUNT	FORMULA
2020 Net Digest	PYD	466,019,670	
Net Value Added-Reassessment of Existing Real Property	RVA	24,891,483	
Other Net Changes to Taxable Digest	NAG	20,764,562	
2021 Net Digest	CYD	511,675,715	(PYD+RVA+NAG)
2020 Millage Rate	PYM	0.811	PYM
Millage Equivalent of Reassessed Value Added	ME	0.039	(RVA/CYD) * PYM
Rollback Millage Rate for 2021	<b>RR - ROLLBACK RATE</b>	<b>0.772</b>	PYM - ME

**CALCULATION OF PERCENTAGE INCREASE IN PROPERTY TAXES**

If the 2021 Proposed Millage Rate for this Taxing Jurisdiction exceeds Rollback Millage Rate computed above, this section will automatically calculate the amount of increase in property taxes that is part of the notice required in O.C.G.A. § 48-5-32.1(c) (2)	Rollback Millage Rate	0.772
	2021 Millage Rate	0.000
	<b>Percentage Tax Increase</b>	<b>-100.00%</b>

**CERTIFICATIONS**

I hereby certify that the amount indicated above is an accurate accounting of the total net assessed value added by the reassessment of existing real property for the tax year for which this rollback millage rate is being computed.

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 Chairman, Board of Tax Assessors Date

I hereby certify that the values shown above are an accurate representation of the digest values and exemption amounts for the applicable tax years.

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 Tax Collector or Tax Commissioner Date

I hereby certify that the above is a true and correct computation of the rollback millage rate in accordance with O.C.G.A. § 48-5-32.1 for the taxing jurisdiction for tax year 2019 and that the final millage rate set by the authority of this taxing jurisdiction for tax year 2019 is 0.857

**CHECK THE APPROPRIATE PARAGRAPH BELOW THAT APPLIES TO THIS TAXING JURISDICTION**

If the final millage rate set by the authority of the taxing jurisdiction for tax year 2019 exceeds the rollback rate, I certify that the required advertisements, notices, and public hearings have been conducted in accordance with O.C.G.A. §§ 48-5-32 and 48-5-32.1 as evidenced by the attached copies of the published "five year history and current digest" advertisement and the "Notice of Intent to Increase Taxes" showing the times and places when and where the required public hearings were held, and a copy of the press release provided to the local media.

If the final millage rate set by the authority of the taxing jurisdiction for tax year 2019 does not exceed the rollback rate, I certify that the required "five year history and current digest" advertisement has been published in accordance with O.C.G.A. § 48-5-32 as evidenced by the attached copy of such advertised report.

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 Responsible Party Title Date

**Business Item 11:**

**Agenda Request – Jasper County BOC**

**Department:**

**Date:** June 7, 2021

**Subject:** Schedule Work Sessions and Called Meetings

**Summary:**

**Background:**

**Cost:**

**Recommended Motion:**