BOARD OF COUNTY COMMISSIONERS JASPER COUNTY, GEORGIA REGULAR MEETING AGENDA ****SMALL COURTROOM 2ND FLOOR**** MONTICELLO, GEORGIA October 4, 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. ***

I. Call to Order (6:00 p.m.)				
NAME	PRESENT	ABSENT	LATE	ARRIVED
DISTRICT 1 – SHEILA G. JONES				
DISTRICT 2 – BRUCE HENRY, CHAIR				
DISTRICT 3 – DON JERNIGAN				
DISTRICT 4 – GERALD STUNKEL – VICE-CHAIR				
DISTRICT 5 - STEVEN LEDFORD				

II. Pledge of Allegiance –

III. Invocation – District 2

IV. Approval of Agenda

V. Agenda 1 –

Business Items:

- 1. Joint Development Authority Revenue Sharing Agreement JCBOC & JCBOE
- 2. Redistricting

RECESS

VI. Consent Agenda –

- 1. Approval of Minutes:
 - September 13, 2021 Regular Meeting Minutes
 - September 17, 2021 Work Session Minutes
- 2. Check Register Check #'s 62636 62739

VII. 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.

VIII. Presentations/Delegations

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

St. John CME Church Proclamation

IX. 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 <u>3 minute</u> time limit. Comments noted from citizens via the Jasper County FB Page.

X. County Commissioner Items

XI. Regular Agenda 2 -

Business Items:

- 3. C&D Landfill Five Year Design & Operational Plan Update TPE Fee Proposal
- 4. 2022 LMIG Project & Application
- 5. FY 2021 Year End Budget Amendments
- 6. Schedule Work Sessions and Called Meetings as Needed

XII. County Attorney Items

XIII. County Manager Update

XIV. 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)

XV. 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: October 4, 2021

Subject: Approval of Minutes

Summary:

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

- September 13, 2021 Regular Meeting Minutes
- September 17, 2021 Work Session Minutes

Background:

Cost: \$0

Recommended Motion:

Approve minutes for:

- September 13, 2021 Regular Meeting Minutes
- September 17, 2021 Work Session Minutes

Jasper County Board of Commissioners September 13, 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: Commissioner Sheila Jones

<u>Agenda Approval</u>: Commissioner Stunkel motioned to approve the agenda as presented. Commissioner Jones seconded the motion, passed unanimously.

Consent Agenda:

Commissioner Jernigan motioned to approve the minutes for August 2, 2021 and August 23, 2021 as presented. Commissioner Ledford seconded the motion, passed unanimously.

Commissioner Jones motioned to approve Check Register Check #s- 62232-62635. Commissioner Jernigan seconded the motion, passed unanimously.

Public Hearing: None

<u>Presentations/Delegations</u>- Mary Patrick stood before the board to present the proclamations for Constitution Day and a Citizenship Day, and Freedom Week.

Commissioner Jernigan motioned to adopt the proclamation and have it signed by the Board of Commissioners. Commissioner Ledford seconded the motion, passed unanimously.

<u>Citizens Comments:</u>

Sandra Carter- Ms. Carter stood before the board to and read part of a letter from the pastor. The letter is requesting that the Board of Commissioners issue a proclamation, certificate of recognition, or congratulatory letter that recognizes the rich history and legacy of the St. John C.M.E church family in honor of their 130th church anniversary. Their Church Anniversary will be celebrated on November 21st.

Gail Harrell- Ms. Harrell stood before the board to inform the Commissioners that the City of Monticello voted and approved in their August Meeting to Put the Founding Documents in the City Council Chambers. There was an anonymous donor to pay for the documents. She invites all of the Commissioner to attend the event if at all possible.

County Commissioner's Items:

Commissioner Ledford- None

Commissioner Stunkel- None

Commissioner Jernigan- Commissioner Jernigan asked about the weather alert siren on Pintail.

Jasper County Board of Commissioners Meeting Minutes August 2, 2021 – Regular Meeting

Chief Finch stated that all of the weather sirens in the county works. The one on Pintail activates but do not rotate. The company that services the sirens does not have a truck tall enough to service to the siren. He stated that they are looking to get pricing for a crane to get up there and fix it.

Commissioner Jernigan ask about a weather siren in Hillsboro.

Chief Finch stated that he gave a price a while ago. The price was about \$19K. The sirens are tested the first and 3^{rd} week of each month.

Commissioner Jernigan asked about the resurfacing of Pintail.

County Manager Mike Benton stated that he spoke with Pittman today. He explained their planned schedule starting with Post Road. The paving on both projects should be completed by Mid-October. The projects should be completed totally by the end of October.

Commissioner Jernigan asked about brush cutting quotes.

Mike Benton stated that he will bring some pricing to the October meeting.

Commissioner Jernigan ask about the Stop signs in Lakeview Estates.

Mike Benton stated that they are still on the to-do list.

Commissioner Jones- None

Chairman Henry-

Regular Agenda:

Item 1: Joint Development Authority FY 2022 Budget & FY 2021 Budget Amendment: Commissioner Stunkel stated that reason for amended 2021 budget is originally when making the deal for the Baymare project they agreed to build an access road on the opposite side of the interstate and the cost for that was assumed to be in 2021 but as they got closer it was partially 21-22. Some of the expenditures have been moved from 21 to 22 budget so that it is reflected when the money will actually be spent.

Commissioner Jernigan motioned to approve the Joint Development Authority Budgets for FY 2022 and FY 2021 Amended as presented. Commissioner Ledford seconded the motion, passed unanimously.

Item 2: Jasper County Recreation Board Appointments: Miranda Hudson stood before the board to explain why she would like to serve on the Recreation Board. She stated that she has been involved in two incidents that happened recently. One was handled well by the board and the other needed improvement. She stated that we need to look at who we are bringing in as coaches. She stated that she wants to be part of the solution.

Commissioner Ledford motioned to appoint Miranda Hudson to the Jasper County Recreation Board for a 3year term ending September 2024. Commissioner Jernigan seconded the motion, passed unanimously.

Item 3: JCWSA Enabling Legislation Amendment- Board Size: Commissioner Ledford stated that we are having a hard time filling the positions on the board. He stated that he thinks nine people are way too many to try to come up with a solution for the county needs.

Chairman Henry stated that the enabling legislation for the board was enacted in 1999.

Commissioner Ledford stated that there are 7 active members on the board right now.

County Ozburn stated that there are several ways that this can be done. Since we are requesting the enabling legislation to change the number. They and reset the table, they can let it transition over time where people's term ends, or the term can be eliminated when the seat is eliminated.

Commissioner Ledford stated that there has been some confusion in how long the terms were. The legislation states 3 years.

Commissioner Ledford stated that there are two active members whose terms end June 30, 2024 and the other ends September 30, 2024. The rest of the board March or July of 2026.

David Ozburn stated that there can be a cooperative solution between the Board and the Authority otherwise his opinion is that their terms end after 3 years despite what was understood at the time.

Chairman Henry asked if they are looking at a 5 member board or 7 member board.

Commissioner Ledford stated that he would like to get a feel of the BOC. He honestly thinks 5 would be sufficient.

Commissioner Ledford motioned to request local legislation delegation to pass legislation amending the enabling legislation of JCWSA to reduce the board size from 9 members to 5 member board, with the method of transitioning to a lower number to be determined later. Commissioner Stunkel seconded the motion, passed unanimously.

Item 4: Jasper County Water and Sewer Authority Board Appointments: Commissioner Stunkel stated that in light of the last motion he would like to see this item tabled leaving the vacant seats vacant until the after the assembly considers our request to lower the number of board members. Commissioner Stunkel motioned to table until enabling legislation worked out. Commissioner Ledford seconded the motion, passed unanimously.

Item 5: Planning and Zoning Board Appointment: Mr. Bill Nash stood before the board to explain why he would like to serve on the board. He stated that he moved here about 6 years ago.

Commissioner Ledford ask if Mr. Nash thinks that serving on two boards would take up to much of his time.

Mr. Bobby Jacobs stood before the board and withdrew his application.

Commissioner Stunkel motioned to appoint Bill Nash to Planning and Zoning Board for a 3-year term ending September 2024. Commissioner Ledford seconded the motion, passed unanimously.

Item 6: Senior Center FY 2021 Budget Amendment: Mr. Dennis Pate stood before the board to present the request of the budget amendments. The Senior Center received from Northeast Georgia Regional Commission (NEGRC) Area Agency on Aging a total of \$114,061.14. The original budgeted revenue for FY 2021 was \$88,112. The Budget amendment amount is \$25,949.

Commissioner Ledford motioned to approve Budget Amendment #20221.09.13A in the amount of \$29, 949. Commissioner Jernigan seconded the motion, passed unanimously.

The Senior Center received emergency funding through the CARES Act for \$22,670.06, ADRC CARES funding for \$6,084.15, and FFCRA funding for \$5,230.90. We are requesting a budget amendment for FY21 totaling \$33,985.11 to help offset the cost for extra meals for the aging during the pandemic.

Commissioner Jernigan motioned to approve Budget Amendment #20221.09.13B in the amount of \$33,985.11. Commissioner Jones seconded the motion, passed unanimously.

Item 7: Human Resources Report: HR Director Sharon Robinson presented the Human Resources report for the period of July 2021- September 2021

Current Open Positions

Operator I Senior Center Director EMT Paramedics 911 Dispatchers

New Hires

Public Works – 1 Fire Rescue – 1 (part-time) Sheriff - 2 Jail – 3 Animal Control – 1 (part-time) Assistant DA Secretary/Victims Advocate – 1 Recreation – 1 Finance - 1

Terminations/Resignations

Public Works – 2 Sheriff – 3 Jail - 2 Fire Rescue – 1 Recreation – 2 (part-time) Assistant DA Secretary – 1 Superior Court – 1 Senior Center - 1

 $\frac{\text{Total Employees}}{\text{Full-time} = 124} = 168$ Part-time = 44

Board Report:

Jasper County Library Board: 1 Jasper County Water & Sewer Authority: Jasper County DFCS Board: 1 Jasper County Recreation Board: 2

Item 8: FY2021 Audit Engagement- Clifton, Lipford, Hardison & Parker, LLC: Finance Director Dennis Pate stood before the board. He stated that he is seeking the board's approval for the County Manager to sign the Engagement Letter so that we can proceed with the FY 2021 audit. The only difference this year is the cost increased by \$1000.

Commissioner Ledford motioned to approve County Manager Mike Benton to execute the FY 2021 Audit Engagement letter for Clifton, Lipford, Hardison, & Parker to perform the audit of Jasper County, Georgia. Commissioner Stunkel seconded the motion, passed unanimously.

Item 9: New Public works Shop Building- Final Cost Funding Source: Mike Benton stated that the grand total for the Public Works Shop was \$507,537.00. When the bid was original awarded the 2012 SPLOST had not been expended yet. That total was \$138,717. The difference is \$349,188. We can use General Fund, Fund Balance or the General Fund.

Commissioner Stunkel motioned to approve to pay \$349,188 from the Capital Fund Balance to pay balance Public Works Shop Project. Commissioner Jernigan seconded the motion, passed unanimously.

Item 10: CDBG Health Department Project- Remaining Funds Disposition: Mike Benton stated that Mark Beatty is looking for a decision on what the county would like to do with the Remaining Grant Funds. The total

remaining is \$25,950. The options are use it to pay the remaining grant fee that is owed to the Regional Commission which is \$25,000. We could use it to pay down the loan on the building.

Commissioner Jernigan motioned to pay \$25,950 to the debt service. Commissioner Stunkel seconded the motion, passed unanimously.

Item 11: Schedule Work Sessions and Called Meetings: The board has a Work Session scheduled for Friday, September 17, 2021 with Jasper County Board of Education at 3:30 p.m. in the small courtroom.

County Attorney Items:

None, but would like an Executive Session for potential litigation.

<u>County Manager Items</u>: Mike Benton stated that he spoke with Kedric Collins the District Traffic Engineer. Jordan is constructing engineering plan with a D-cell lane. Mr. Collins assured him that all of the traffic items including the need for a turning lane or passing lane will be looked at. The Senior Center Director Interviews start this week. There are 18 new construction permits for August 2021 40 total in August. There are 109 new construction through August 2021. Total permits for 2021 is 439.

Executive Session:

Commissioner Jones motioned to go into Executive Session to discuss potential litigation at 7:00 p.m. to discuss potential litigation. Commissioner Jernigan seconded the motion, passed unanimously.

Commissioner Ledford motioned to exit Executive Session at 7:55 p.m. Commissioner Stunkel seconded the motion, passed unanimously.

Adjourn:

Commissioner Ledford motioned to adjourn the meeting at 7:55 p.m. Commissioner Stunkel seconded the motion, passed unanimously.

Bruce Henry, Chairman

Sharon Robinson, Clerk

Jasper County Board of Commissioners & Jasper County Board of Education September, 2021 Joint Work Session Minutes 3:00 P.M.

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

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

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

Work Session:

1. Revenue Sharing Agreement

The Board of Commissioners and the Board of Education introduced themselves.

David Ozburn shared the history of the Joint Development Authority. Initially there were not any revenue sharing agreements. In 2016 a new Revenue Sharing Agreement was formed. That is when they discovered that under State Law the BOE has the right to Ad Valorem Tax. With every agreement Jasper County has had to be different.

Chairman Henry asked that everyone say what they think of feel and move forward from there.

Commissioner Don Jernigan stated that we need to do what is best for Jasper County. He stated that everything we do is for the good of the entire county. He also stated that he thinks the BOE should receive 30% of the 10% that the county receives.

Commissioner Jones stated that she does not have a lot of comments but hope that we can come to an agreement today.

Commissioner Ledford stated that he is still trying to get his head wrapped around it all. He stated that this money could be used to build a new recreation center which we all know is needed.

Commissioner Stunkel stated that he wants to get a resolution soon. He would like to see the money go towards education and not sports.

Chairman Henry stated that he would like to see a workable agreement. He stated that he would like to see whatever is decided on as a long term agreement.

Superintendent Kenny Garland stated that he feels like the school system represents the county as well. In moving forward since these funds show up on the digest it affects the money coming into the school as well. The state assumes that the BOE is receiving funds. He asked if it is an expectation that the BOE contributes to the Central GA EMC broadband project.

Towonder Dennis stated that she wants to come to an agreement as one to make our community better.

Shannon Barton stated that she is trying to get her head wrapped around it as well. We all represent the same people.

Chairman Henry addressed the BOE Director of Finance Anne Harrison. He asked her if he was correct in say that numbers that she has given are projections since she does not know the exact numbers. He stated that we need to come up with a way to cover whatever the BOE is losing plus 20%.

Mr. Garland stated that he thinks that would be difficult and a lot of questioning about the calculations. He stated that he would recommend a set amount instead.

Mr. Rice stated that he thinks the BOE should get 50%.

Commissioner Jernigan stated that 50% is out of the question.

Ms. Barton stated that there is no way to really know what we would have gotten.

Mr. Garland stated that he recommends that we not do the 20% plus the loss because they do not know what the loss will be. He threw out the option for 40-60 which he feels is meeting in the middle. He feels the 40% would cover the BOE on anything that they decide to do.

Commissioner Ledford asked what happens when that 40% does not cover the BOE's loss.

Mr. Garland asked how long they think the agreement should be when they say long term.

Commissioner Jernigan stated 50 years.

Mr. Ozburn stated that 50 years is the longest an IGA can exist.

Mr. Garland stated that he thinks that we should revisit this in 5 years.

Commissioner Jernigan stated that he would be very comfortable at 35-65 and reevaluate in 5 years.

Commissioner Jernigan asked if we could have a joint called meeting before either of the Board's next regular meeting.

The group decided to have a joint meeting on Monday October 4, 2021 during the BOC's regular meeting.

Chairman Henry declared the Work Session closed at 5:00 p.m.

Bruce Henry, Chairman

Sharon S. Robinson, Clerk

Consent Agenda – Item 2:

Agenda Request – Jasper County BOC

Department: Board of Commissioners

Date: October 4, 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 62636 – 62739

Business Item 1:

Agenda Request – Jasper County BOC

Department: Board of Commissioners

Date: October 4, 2021

Subject: Joint Development Authority Revenue Sharing Agreement – JCBOC & JCBOE

Summary:

The Jasper County BOC and Jasper County BOE held a joint work session on Friday, September 17, 2021 to discuss the Joint Development Authority Revenue Sharing Agreement and reached a tentative agreement.

Background:

Cost:

Recommended Motion:

Authorize Chairman Henry to sign the Intergovernmental Contract Regarding JDA Revenue Received by Jasper County, Georgia between the parties, Jasper County Board of Commissioners and the Jasper County Board of Education.

INTERGOVERNMENTAL CONTRACT REGARDING JDA REVENUE RECEIVED BY JASPER COUNTY, GEORGIA

THIS AGREEMENT is made this _____ day of October, 2021, between the Jasper County, Georgia Board of Commissioners (hereinafter called the "BOC"), a political subdivision of Georgia, and the Jasper County School District, a public body corporate and politic of the State of Georgia (hereinafter called the "BOE").

WHEREAS, the BOC and BOE are desirous of working for the benefit of the citizens of Jasper County, Georgia as well as possessing a strong cooperative working relationship between themselves; and

WHEREAS, Article IX, Section III, Paragraph I(a) of the Georgia Constitution authorizes, among other things, any county, municipality, or other political subdivision of the State to contract for a period not exceeding fifty years, with any other public agency, public corporation, or public authority for joint services, for the provision of services, or for the provision or separate use of facilities or equipment, provided that such contract deals with activities, services or facilities which the contracting parties are authorized by law to undertake or provide; and the BOC and the BOE strive for a good working relationship that will benefit all citizens who reside in the County; and

WHEREAS, On September 20, 2016 the BOC, BOE, Joint Development Authority, Counties and the School Districts of Morgan, Newton and Walton Counties entered into an Intergovernmental Contract providing clarity on the processes and procedures regarding revenue sharing from JDA revenue (hereinafter called the "JDA Revenue IGA"); and

WHEREAS, under said JDA Revenue IGA, Paragraph 6 (g)(i), the BOC and BOE agreed to enter into an intergovernmental agreement to divide any payments received pursuant to the JDA Revenue IGA; and

WHEREAS, the parties hereby fulfill said provision of the JDA Revenue IGA; and

NOW THEREFORE, for valuable consideration and mutual promises between the parties hereto, in consideration of the promises, and in compliance with and pursuant to the provisions, terms, and conditions of the statutes pertaining thereto, the parties hereby contract with each other as follows:

1. The above preamble is incorporated herein. This Agreement shall be binding on the parties immediately and terminating on the schedule included herein.

2. This Agreement shall become effective upon execution by all parties and shall continue in effect for fifty (50) years.

Intergovernmental Contract Regarding JDA Revenue Received by Jasper County, Georgia Page 2

3. The BOC, as direct recipient of Jasper County's portion of JDA revenue pursuant to the JDA Revenue IGA, shall continue to receive funds pursuant to said IGA. Hereafter, within 10 business days of receipt of funds pursuant to the JDA Revenue IGA the BOC shall tender to the BOE forty percent (40%) of funds received pursuant to the JDA Revenue IGA.

4. At the conclusion of every five (5) year period, beginning five (5) years from the date of execution of this Agreement, this Agreement may be renegotiated if the BOE provides written notice to the BOC requesting said renegotiation. The renegotiation will then take place if the BOE can provide documentation of an actual loss under the current terms of this Agreement. Any changes to the Agreement shall be documented in a written and executed addendum to this Agreement or the Parties may enter into a replacement Agreement.

5. This Agreement shall survive any changes to the JDA Revenue IGA or the execution of any replacement to said IGA and shall only be amended by the terms in this Agreement.

6. Miscellaneous Legal Provisions.

The Parties have acted in good faith in negotiating this Agreement and are bound to carry out its terms in good faith until said Agreement expires or is terminated by agreement.

This Agreement may not be modified except by written instrument signed by the parties. This Agreement 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.

Except as expressly limited by this Agreement, 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 Agreement or to insist upon strict compliance with any obligation specified in this Agreement, and no custom or practice at variance with the terms of this Agreement, shall constitute a waiver of any party's right to demand exact compliance with the terms of this Agreement.

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 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 Intergovernmental Contract Regarding JDA Revenue Received by Jasper County, Georgia Page 3

required or permitted to be given hereunder by such party.

On and after the date of this Agreement, the 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 any party may reasonably require to effectuate the provisions and intentions of this Agreement.

This Agreement shall be construed without regard to the identity of the person who drafted the various provisions hereof. Each provision of this agreement shall be construed as though all the parties participated equally in its drafting. Consequently, the parties acknowledge and agree that any rule of construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

If any provision of this Agreement is held unenforceable such provision shall be fully severable. The Agreement shall be construed and enforced as if such unenforceable provision had never comprised a part hereof, and the remaining provisions shall remain in full force.

The signatories state they have the authority to bind the party on whose behalf they are signing and that this Agreement has been properly approved and adopted at an open meeting of the BOC and the BOE.

APPROVED AND ACCEPTED:

JASPER COUNTY, GEORGIA

By:

Chairman, Board of Commissioners of Jasper

County

(SEAL)

Attest:

Clerk, Board of Commissioners Of Jasper County Intergovernmental Contract Regarding JDA Revenue Received by Jasper County, Georgia Page 4

APPROVED AND ACCEPTED:

JASPER COUNTY SCHOOL DISTRICT

By:

Chairman, Jasper County School District

(SEAL)

Attest:

Secretary

Business Item 2:

Agenda Request – Jasper County BOC

Department: Board of Commissioners

Date: October 4, 2021

Subject: Redistricting Update

Summary:

Jasper County BOC has contracted with the Northeast Georgia Regional Commission to assist in the review and revision of the current district boundaries.

Revised boundaries must be certified by the Georgia Office of Legislative & Congressional Reapportionment.

Approved by the Jasper County BOC & Jasper County BOE.

Approved by the Georgia Legislature and signed by Governor of Georgia.

2020 Census population counts for Jasper County are as follows:

District 1	2505
District 2	2764
District 3	3117
District 4	3038
District 5	<u>3164</u>
Total Jasper County Population	14,588

Background:

The U.S. Constitution requires a census of all residents be taken every ten years.

District boundaries are reviewed and revised after each census so that each district will have as close to equal population as practicable.

New district boundaries must be compliant with the Voting Rights Act of 1965 and the Equal Protection Clause contained in the 14th Amendment.

Cost:

Recommended Motion: Board Discussion

Business Item 3:

Agenda Request – Jasper County BOC

Department:	Landfill
Date:	October 4, 2021
Subject:	C&D Landfill – Five Year Design & Operational Plan Update – TPE Fee Proposal

Summary:

Triple Point Engineering provides annual engineering services for Jasper County's C&D Landfill.

Triple Point Engineering is offering an engineering services proposal for developing a Five Year Design & Operational Plan Update.

Background:

Georgia EPD requires all active landfill permit holders submit a revised Design & Operation Plan every five years.

The five year update to Jasper County's C&D Landfill permit # 079-007D is due January 1, 2022.

Cost:

\$21,000.00

Recommended Motion:

Authorize Chairman Henry to sign Triple Point Engineering's Scope of Services and Fee Proposal for the Five Year Design & Operational Plan Update as Presented.



May 27, 2021

via email: mbenton@jaspercountyga.org

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

RE: Scope of Services and Fee Proposal Landfill Engineering Services for the 5-year Design & Operational Plan Update Jasper County – SR 212 Construction/Demolition/Industrial Waste Landfill Permit No. 079-007D(C&D) TPE BD# JCO 0526-21

Dear Mr. Benton:

Triple Point Engineering (TPE) is pleased to provide you with a Scope of Services and Fee proposal for landfill engineering services. This letter proposal is structured to provide you with a detailed listing of TPE's understanding of the required scope of service that will be provided, as well as our fee. This proposal is presented in the following sections:

- Project Understanding
- Scope of Service
- Assumptions and Notes
- Fee Proposal
- Acceptance

PROJECT UNDERSTANDING

The Georgia EPD now requires that all active landfill permits submit a revised Design & Operation (D&O) Plan every 5 years. The SR 212 Construction/Demolition Landfill is in Wave #4 of Georgia EPD's schedule for 5-year plan updates. Landfills in Wave #4 are required to submit an updated D&O by January 1, 2022. Plan updates require significant design and planning time to address and include all minor modifications.

SCOPE OF SERVICE

5-Year Design & Operational Plan Update

The 5-year plan update requires an updated topo graphic survey of the site. TPE will use an updated topographic map and boundary information prepared the County's surveyor (paid for by the County) to prepare a new D&O plans and narrative documents for submittal to the Land Protection Branch at the Georgia EPD. The plan documents will include the following information:

- 1. Title Sheet;
- 2. Initial Grading Plan;
- 3. Final Grading Plan;
- 4. Sequence of Fill;
- 5. Cross Sections;
- 6. Operational Procedures;
- 7. Closure Plan;
- 8. Post-Closure Care Plan;
- 9. Groundwater Monitoring Plan;
- 10. Methane Monitoring Plan;
- 11. Miscellaneous details, as needed
- 12. Slope stability analysis.

The above plan documents will incorporate past minor modifications and include the desired location of the scale, scale house, and a new waste collection area for white goods, brown goods, tires, and leaf and limbs.

TPE will work with the county to coordinate obtaining additional required information including documenting the type of waste received, financial assurance, and other miscellaneous documentation.

ASSUMPTIONS AND NOTES

Jasper County will contract with Jordan Engineering directly to provide an updated topographic map and boundary in AUTOCAD format suitable for use as the base map for the D&O plans.

Based on our current information, TPE does not expect additional field work or exploration will be required. No drilling, state water delineations, wetlands investigations or other field work is proposed as a part of this proposal.

FEE PROPOSAL

The services described above will be completed for each task for a lump sum fee as follows:

TOTAL 5-YEAR DESIGN & OPERATIONAL PLAN UPDATE FEE

\$ 21,000.00



Please note that it is critical that TPE receives a revised topographic map in a timely fashion in order to complete the revised Design and Operations plans by the submittal deadline of January 1, 2022. To meet the submittal deadline, TPE needs receive the updated topography by September 1, 2021.

If the scope of work changes or additional work is required, TPE will perform the work under a separate proposal or in accordance with our Schedule of Fees (attached).

Fees will be invoiced once per month and reimbursable expenses are in addition to fees for performance of services and include actual expenditures by TPE for all charges incurred during the performance of these services. An administrative charge of fifteen (15) percent will be added to all reimbursable expenses.

ACCEPTANCE

If this proposal is acceptable, please sign the attached Confirmation of Assignment (COA) form. The receipt of a signed COA will serve as our Notice To Proceed.

TPE appreciates the opportunity to provide you with a proposal for engineering services. If you have any questions regarding this proposal, please feel free to contact us at 478-476-0700.

Sincerely,

TRIPLE POINT ENGINEERING

J. mail

Kent McCormick, P.E. Principal Engineer

Anthony C. Rodriguez, P. G

Principal Geologist

Encl: Schedule of Fees Confirmation of Assignment





SCHEDULE OF FEES* 2021

PRINCIPAL ENGINEER/SCIENTIST	\$160.00/HOUR
SENIOR ENGINEER/CONSULTANT	\$150.00/HOUR
PROJECT MANAGER	\$125.00/HOUR
SENIOR STAFF ENGINEER	\$125.00/HOUR
PROJECT ENGINEER/SCIENTIST	\$110.00/HOUR
DESIGN PROFESSIONAL	\$ 95.00/HOUR
ENVIRONMENTAL SPECIALIST	\$ 85.00/HOUR
ENVIRONMENTAL/CADD TECHNICIAN	\$ 75.00/HOUR
CLERICAL	\$ 60.00/HOUR
MILEAGE	\$ 0.65/MILE

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

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

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



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

Reply to: Kent McCormick P.E.

CONFIRMATION OF ASSIGNMENT

Client:	Jasper County Board of Commissioners		
Project Name & Location	SR 212 C&D Landfill – 5 year Design & Operational Plan	1 Update	
Proposal Number & Date	JCO 0526-21		
Scope of Services (Services)	See Attached Proposal JCO 0526-21		
Attachment(s) Included	Schedule of Fees (SOF)		
Fee Amount	\$21,000.00	Method of Payment: Upon Receipt	

FOR PAYMENT AND APPROVAL OF CHARGES:

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

FOR DELIVERY OF SERVICES SEND MATERIALS TO:

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

CONDITIONS:

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

PROPOSAL ACCEPTANCE:

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

Authorized Client Representative	Name (please print)	Date
Set 1 mg ()	Kent McCormick	5/07/01
171-0.	Kent McCormick	5/27/21
Authorized TPE Representative	Name (please print)	Date

Business Item 4:

Agenda Request – Jasper County BOC

Department:Roads & BridgesDate:October 4, 2021Subject:2022 LMIG Project & Application

Summary:

County Transportation Group comprised of Joran Engineering, County Public Works Director and County Manager analyzed the County Road System and recommend the following road to be assigned as the project for the 2022 LMIG Program. Primary factors considered are surface condition, traffic volume and speed.

Jackson Lake Rd section from SR 11 North to SR 212 West Section length - 4.1 Miles Current Width – 21 Ft.

Resurfacing method and widening options to be determined.

2022 GDOT LMIG Application Due Date – January 31, 2022

Background:

GDOT 2022 LMIG Funding	\$585,310.96
County Required 30% Match	<u>\$175,593.29</u>
Total Project Minimum Cost	\$760,904.25

Cost:

Final Cost Based on Awarded Bid

Recommended Motion:

Assign the section of Jackson Lake Rd from SR 11 North to SR 212 West as the project for the 2022 LMIG Program with Jordan Engineering developing cost estimates with resurfacing and widening options and presenting back to the BOC.

GDOT District	County	City	Total Mileage*	Population**	2	2020 LMIG Formula Amount	2021 LMIG Formula Amount	2	022 LMIG Formula Amount	Required LMIG Match
3	HARRIS / MERIWETHER	PINE MOUNTAIN	22.0	1,417	\$	33,907.35	\$ 29,491.49	\$	32,538.95	10%
1	HART	(UNINCORPORATED)	574.0	20,589	\$	776,404.86	\$ 684,145.11	\$	756,229.24	30%
1	HART	BOWERSVILLE	11.0	485	\$	15,681.63	\$ 13,595.55	\$	15,004.19	30%
1	HART	HARTWELL	49.0	4,437	\$	78,761.68	\$ 72,277.74	\$	79,724.90	30%
3	HEARD	(UNINCORPORATED)	352.0	10,114	\$	469,440.72	\$ 407,236.72	\$	449,529.26	30%
3	HEARD	CENTRALHATCHEE	9.0	377	\$	12,856.37	\$ 11,021.64	\$	12,163.96	30%
3	HEARD	EPHESUS	11.0	461	\$	15,449.81	\$ 13,472.04	\$	14,868.32	30%
3	HEARD	FRANKLIN	9.0	971	\$	15,959.19	\$ 14,078.53	\$	15,526.73	30%
3	HENRY	(UNINCORPORATED)	1,228.0	161,573	\$	2,369,078.33	\$ 2,070,619.84	\$	2,283,196.31	30%
3	HENRY	HAMPTON	42.0	8,073	\$	94,771.46	\$ 82,917.20	\$	92,508.32	30%
3	HENRY	LOCUST GROVE	56.0	8,243	\$	105,663.96	\$ 94,891.67	\$	109,072.44	30%
3	HENRY	MCDONOUGH	101.0	26,768	\$	270,712.10	\$ 238,661.24	\$	264,095.29	30%
3	HENRY	STOCKBRIDGE	101.0	29,904	\$	291,306.61	\$ 260,854.32	\$	281,848.94	30%
3	HOUSTON	(UNINCORPORATED)	513.0	54,988	\$	922,271.45	\$ 801,638.00	\$	882,991.44	30%
3	HOUSTON	CENTERVILLE	45.0	7,884	\$	89,251.70	\$ 86,989.83	\$	94,781.57	30%
3	HOUSTON / PEACH	PERRY	131.0	17,894	\$	254,478.36	\$ 219,228.51	\$	247,289.65	30%
3	HOUSTON / PEACH	WARNER ROBINS	339.0	77,617	\$	855,263.07	\$ 741,508.78	\$	817,192.77	30%
4	IRWIN	(UNINCORPORATED)	461.0	5,684	\$	570,657.96	\$ 495,434.66	\$	545,920.38	10%
4	IRWIN	OCILLA	36.0	3,732	\$	71,347.56	\$ 54,522.85	\$	61,246.43	10%
1	JACKSON	(UNINCORPORATED)	603.0	42,894	\$	939,320.29	\$ 819,114.12	\$	914,821.06	30%
1	JACKSON	ARCADE	19.0	1,972	\$	27,753.87	\$ 29,320.51	\$	32,337.71	30%
1	JACKSON	COMMERCE	61.0	7,085	\$	110,983.45	\$ 81,868.89	\$	108,088.76	30%
1	JACKSON	HOSCHTON	18.0	2,180	\$	29,996.62	\$ 29,381.89	\$	32,400.84	30%
1	JACKSON	JEFFERSON	85.0	12,032	\$	164,934.32	\$ 146,680.69	\$	162,840.70	30%
1	JACKSON	NICHOLSON	16.0	1,869	\$	29,455.70	\$ 25,763.28	\$	28,411.38	30%
1	JACKSON	PENDERGRASS	7.0	562	\$	6,550.16	\$ 5,919.38	\$	10,982.47	30%
1	JACKSON	TALMO	3.0	257	\$	6,167.67	\$ 4,349.76	\$	4,798.16	30%
1	JACKSON / GWINNETT / BARROW / HALL	BRASELTON	39.0	12,961	\$	114,617.01	\$ 106,054.14	\$	116,837.25	30%
2	JASPER	(UNINCORPORATED)	468.0	11,264	\$	613,916.36	\$ 533,232.43	\$	585,310.96	30%
2	JASPER	MONTICELLO	23.0	2,719	\$	42,655.01	\$ 37,201.01	\$	41,024.29	30%
2	JASPER	SHADY DALE	4.0	236	\$	4,885.81	\$ 5,250.74	\$	5,793.68	30%
5	JEFF DAVIS	(UNINCORPORATED)	522.0	10,730	\$	670,214.77	\$ 580,937.04	\$	642,465.87	10%

LOCAL MAINTENANCE & IMPROVEMENT GRANT (LMIG) PROGRAM GENERAL GUIDELINES & RULES

- 1. The following activities/projects will be eligible for LMIG funds:
 - Preliminary engineering (including engineering work for R/W plans and Utility plans)
 - Construction supervision & inspection
 - Utility Adjustments or replacement
 - Patching, leveling and resurfacing a paved roadway
 - Grading, Drainage, Base and Paving existing or new roads
 - Replacing storm drain pipe or culverts
 - Intersection improvements
 - Turn lanes
 - Bridge repair or replacement
 - Sidewalk adjacent (within right of way) to a public roadway or street
 - Roadway Signs, striping, guardrail installation
 - Signal installation or improvement
 - Aggregate Surface Course for dirt road maintenance
- 2. The following activities/projects will not be eligible for LMIG funds:
 - Right of Way acquisition for a county or city road
 - Street Lighting
 - Beautification & Streetscapes
 - Walking trails and tracks
 - Landscaping
 - Administrative Services
 - Parking Lots

*** Locally purchased Right of Way will be eligible to go toward the 10% or 30% local match.

- 3. The amount of your allocation is based on the total centerline road miles for your local road system and the total population of your county or city as compared with the total statewide centerline road miles and total statewide population. To ensure the Department uses current mileage numbers for your county or city it is critical that you keep our Office of Transportation Data updated on any revisions or changes to your local road system.
- 4. If a local government does not submit a project list, they will not receive local assistance for that program year. The unused LMIG funds will be used for emergencies, economic development or school access projects elsewhere in the state, on an as needed basis, as determined by the Commissioner.
- 5. You will be responsible for a 10% or 30% match to obtain your LMIG funds as stated in the Transportation Investment Act (TIA). The counties and cities in the River Valley Region, Central Savannah River Area, Heart of Georgia Region, and Southern Georgia Region will be at the 10% match. All other remaining counties and cities will be at the 30% match. For example, if your formula allocation is \$100,000 and your county's match requirement is 30%, then your project list must have a total in value dollar amount over \$130,000. If the project list you submit does not equal or exceed your Formula Amount plus your required match, you will be asked to resubmit your application.

- 6. Larger LMIG Projects, that include preliminary engineering, right of way and construction phases, shall be completed as soon as possible but substantially complete within three (3) years from the date of receiving the LMIG Grant. We expect resurfacing and maintenance type projects to be completed within a year from the date of receiving the LMIG Grant unless it is necessary for the local government to combine their fiscal year allocations. Funds can be rolled up to 3 fiscal years, when the project list is approved by the Department.
- All preconstruction activities, advertisements, lettings, and quality control of work and materials will be the responsibility of the local government. It's important to remember that all these expenses are eligible for LMIG funds and the match requirements.
- 8. All work to be paid with LMIG funds cannot begin until the Department has issued payment to the Local Government.
- 9. Wherever practical and feasible, GDOT encourages the use of locally owned, disadvantaged business enterprises, and veteran owned businesses in any project that is funded in whole or in part with LMIG funds. GDOT asks each Local Government to report, at the end of the year, any DBE usage on LMIG contracts to your local District State Aid Coordinator. This measure will be used to assist GDOT in meeting the 2012-2015 Race Neutral DBE Goals. If you have any questions concerning firms that are DBE Certified, please visit our web page at www.dot.ga.gov.
- 10. The local government shall accomplish all the design activities in connection with the projects identified on the project list. Design activities must be accomplished in accordance with the applicable guidelines of the American Association of State Highway and Transportation Officials ("AASHTO") and the Manual on Uniform Traffic Control Devices (MUTCD), current edition.
- 11. In addition, all projects on the state route system shall be done in accordance with DEPARTMENT design policies & guidelines where applicable. The local government shall also be responsible for submitting permit applications to the District Traffic Operations Office or the District Utilities Office if the project is on a state route.
- 12. The Department recommends that any design plans for bridge replacement and structural repairs be reviewed by the State Bridge Engineer prior to construction. If not, final bridge plans and all supporting documents must be submitted to the Local Grants Office in Atlanta. Final plans will then be forwarded to the Bridge Maintenance Office for use in their biennial inspections. Request for plan review should be coordinated with the Office of Bridge Design located at One Georgia Center, 600 West Peachtree Street, Atlanta, Georgia 30308. Phone (404) 631-1985.
- 13. All projects identified on the project list shall be constructed in accordance with the DEPARTMENT's Standard Specifications Construction of Transportation Systems (current edition), Supplemental Specifications (current edition) and Special Provisions.
- 14. Authorized representatives of the DEPARTMENT may at all reasonable times review and inspect the work, activities and data collected in connection with the projects identified on the project list, including but not limited to, all reports, drawings, studies, specifications, estimates, maps and computations prepared by or for the local government.
- 15. All projects on the project list shall be subject to a construction field audit at any time. The audit may be performed by employees of the DEPARTMENT or by an independent auditor on behalf of the DEPARTMENT. Local governments shall make a good faith effort to cooperate with GDOT employees or auditor(s).

- 16. The Local Government shall submit a project status letter each year to their local District Office. This documentation must be received and approved before subsequent LMIG Grants can be approved.
- 17. Upon completion of the LMIG project, the Local Government must notify their local District Office that the project list is complete and ready to be closed. The Local Government will also have to complete a "Statement of Final Expenditures" and submit to the local District Office.
- 18. All inspections, sampling and testing of the work will be the responsibility of the local government. Documentation of this work will not have to be submitted to the Department for review.
- 19. For any questions about the LMIG process, please contact the Local Grants Office in Atlanta at 404-347-0240 or call your State Aid Coordinator at the following locations:

District Office	Contact Number
District One – Gainesville	404-694-6564
District Two – Tennille	478-553-3383
District Three – Thomaston	706-646-7505
District Four – Tifton	229-391-5438
District Five – Jesup	912-530-4396
District Six – Cartersville	678-721-5293
District Seven – Chamblee	770-216-3880

- 20. The LMIG Grant Application is filed electronically each year. It shall include the following:
 - The List of Projects to type in the system:
 - a. Road name, Beginning and Ending points, Length in miles, Description of work, Project cost, Estimated project let date
 - The LMIG Cover Letter shall include the following:
 - a. Short overview of type project(s) being requested
 - b. Status (percentage of completion) of previous LMIG funding for last 3 fiscal years
 - c. Signature of Mayor or County Commission Chairperson
 - The LMIG Application Signature Page shall include the following:
 - a. Signature of Mayor or County Commission Chairperson
 - b. County/City Seal is Required (if using an embossed seal, please shade it before scanning)
 - c. Notary Signature and Seal

Business – Item 5:

Agenda Request – Jasper County BOC

Department:	Finance
Date:	October 4, 2021
Subject:	FY 2021 Year End Budget Amendments

Summary:

Planning and Zoning department experienced increased expenses for professional services as a result of the increasing volume of building permits. However, the increased expense is offset by increased revenues received by the planning and zoning department during FY2021.

Cost:

\$36,054.99 - Increase is offset by increased P&Z revenue.

Recommended Motion(s):

Approve FY2021 budget amendment for planning and zoning as presented.

BUDGET AMENDMENT - # 2021.10.04 FOR FISCAL YEAR 2021

Commission approved a budget for fiscal year 2021 for Jasper County Government earlier in the year; and

WHEREAS, the budget is a dynamic rather than static revenue and spending plan which requires adjustment from time to time as circumstances change; and

WHEREAS, these adjustments maintain a balanced budget for all funds;

NOW, THEREFORE, BE IT RESOLVED THAT the commission approves allocation of the Planning & Zoning Department budget by the following:

GL ACCOUNT- PLANNING & ZONING	Debit	<u>Credit</u>
100-700-07410-00052-521200 Professional Services		\$36,054.99
GL ACCOUNT- PLANNING & ZONING	Debit	Credit
100-032-32200-00032-322100 Building Permit Revenue	\$36,054.99	

Adopted this _____ of _____ 2021.

BOC Chair

Finance Manager

Business Item 6:

Agenda Request – Jasper County BOC

Date: October 4, 2021

 Subject:
 Schedule Work Sessions & Called Meetings As Needed

Summary:

Schedule work sessions and called meetings as needed.

Background:

Cost:

Recommended Motion:

Board Discretion