# BOARD OF COUNTY COMMISSIONERS JASPER COUNTY, GEORGIA DECLUAR MEETING ACENDA

# REGULAR MEETING AGENDA \*\*\*\*COMMISSIONER'S METING ROOM, GROUND FLOOR\*\*\*\*

# MONTICELLO, GEORGIA

June 6, 2022 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 3

# IV. Approval of Agenda

# V. Consent Agenda –

- 1. Approval of Minutes:
  - April 1, 2022 Work Session Minutes
  - May 2, 2022 Regular Meeting Minutes
  - May 16, 2022 Work Session Minutes
- 2. Check Register Check #'s 64429 64734

## 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. Planning and Zoning Board Appointments
- 2. Jasper County Recreation Board Discussion
- 3. Region 5 EMS Advisory Council Appointment
- 4. Ocmulgee Circuit Public Defender's Office Georgia Indigent Defense Services Agreement
- 5. Discussion/consideration of extending the current Moratorium on the acceptance of Subdivision Preliminary Plats.
- 6. Human Resources and County Boards Report
- 7. Annual Update of the Capital Improvements Element for FY 2021 Adoption
- 8. Resolution authorizing the execution of documents related to the issuance of the Jasper County Public Facilities Authority's revenue bonds, including an Intergovernmental contract with the Authority
- 9. FY 2023 Employee Health Insurance Program Selection
- 10. Curbside Contract Discussion
- 11. FY 2023 Budget Line Item Cuts Considerations
- 12. FY 2023 Budget Consensus
- 13. 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 are 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 6, 2022

**Subject:** Approval of Minutes

**Summary:** 

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

- April 1, 2022 Work Session Minutes
- May 2, 2022 –Regular Meeting Minutes
- May 16, 2022 Work Session Minutes

# **Background:**

**Cost:** \$0

# **Recommended Motion:**

# **Approve minutes for:**

- April 1, 2022 Work Session Minutes
- May 2, 2022 –Regular Meeting Minutes
- May 16, 2022 Work Session Minutes

# **Jasper County Board of Commissioners**

# **April 1, 2022**

# **Work Session Minutes**

# 1:00 P.M.

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

Commissioners Present: Chairman, Bruce Henry; Gerald Stunkel, Vice Chairman; Sheila Jones; Don Jernigan; and Steven Ledford.

Staff Present: Mike Benton, County Manager.

# **Work Session:**

1. **Review of Subdivision Ordinances:** Chairman Henry stated that we are three months into the moratorium. We may want to talk about some of the existing subdivisions that are grandfathered in.

Commissioner Ledford stated that the curb and gutter requirement that he motioned for earlier may need to be rethought. It will likely cost the county more money in the future. He stated that it needs to be amended or taken out. Once the curbs are damaged in the future it will be on the County to fix it.

Commissioner Stunkel stated that the square footage needs to be addressed. Young couples and elderly want smaller homes. He suggested sticking with the two acre minimum and do away with the conservation. This will do away with the yield plan and HOAs.

Judy Johnson stated that new subdivisions are being required to do cluster box units.

Chairman Henry stated that we need to take a look at commercial lots as well. She stated that having additional road frontage on the commercial lots would be an example as well. She suggest putting this cost on the builder instead of the county having to incur the cost in the future.

Cindy Johns (Monticello) stated that her concern is with so many more subdivisions will there be a limit to the subdivisions that they are bringing in and where.

Commissioner Ledford stated that the two acre minimum is to control the growth.

Robert Joran stated that many times the greenspace is required to accommodate buffers. HOAs have their negatives but almost everything they do charges the residents for, the county ends up not paying for. Specifying lot widths and building setbacks have more impact on the view rather than the lot area.

Ms. Henderson (Herd's Creek Road) - Just wanted to thank the commissioners for the meeting and appreciated Judy's knowledge.

Bill Nash (Chickadee Court) - Lot size is the wrong direction. Making sure that Jasper County land use plans and zoning codes reflect our goals and values are enforced is a better path than being reactive.

Lexi Cole- Asked if Wisteria Cove considered a new development or will it be grandfathered in.

Ron Burch (Eagle Drive) – Buffer zones need to be 75ft and needs to be enforced.

Commissioner Jernigan stated that he thinks taking the curb and gutter out is a good idea as well.

Commissioner Stunkel stated that if you put in curb and gutter it becomes a private road.

Judy Johnson stated that even if the roads are private you would want to make sure that the roads are up to code. She suggested that only area for the road to be clear-cut.

Commissioner Ledford asked what's about the county limiting what HOA controls.

Ms. Johnson suggested limiting the number of times a year that a preliminary plat is accepted

The current ordinance that requires a second egress is more restrictive than the federal code which requires the second egress with 30 buildable lots.

Commissioner Ledford stated that the yield plan needs to be in there if we do a conservation subdivision, we need to look at the buffer and the setbacks.

Commercial Stunkel stated that we needed to look at the commercial side when looking at the multiple egresses. He is not opposed to extending the moratorium in order to get it right.

Chairman Henry declared the Work Session closed at 8:01 p.m.					
	_				
Bruce Henry, Chairman					
Sharon S. Robinson, Clerk	_				

# Jasper County Board of Commissioners May 2, 2022 Regular Meeting Minutes 6:00 P.M.

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

Commissioners Present: Bruce Henry, Chairman, Don Jernigan, Sheila Jones and Steven Ledford.

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

# **Pledge of Allegiance:**

**Invocation:** Chairman Bruce Henry

<u>Agenda Approval:</u> Commissioner Jernigan motioned to swap items 5 & 3. Commissioner Stunkel, seconded the motion, passed unanimously. Commissioner Stunkel motioned to approve the agenda with the changes. Commissioner Jones seconded them motion, passed unanimously.

# **Consent Agenda:**

Commissioner Ledford motioned to approve the April 4, 2022-Regular Meeting Minutes and February 28, 2022 minutes. Commissioner Jones seconded the motion, passed unanimously.

Commissioner Jernigan motioned to approve Check #s 64181-64427. Commissioner Jones seconded the motion, passed unanimously.

# Public Hearings: None

# Presentations/Delegations-

- 1. Proclamation- Law Enforcement Week, May 11-17, 2022- Commissioner Don Jernigan read the proclamation for the Law Enforcement week in Jasper County.
- 2. Jasper County Water and Sewer Authority
  Mr. Ron Burch (Chairman JCWSA) and Wanda Cummings stood before the board to request help from
  the Board of Commissioners and for ARPA money. They would like \$500,000 to complete projects such
  as secure easement to secure test wells, secure some property for some elevated water tower, and they
  need to replace 1500 feet of water main. They have been told that they are too small to get financing.

Commissioner Jernigan ask if the 5K to replace the water line.

Mr. Burch stated that it would cover part of it. He stated that they will have to do several studies.

Commissioner Jones asked if the board planned to borrow money from the BOC.

Mr. Burch stated that they are just asking for it not a loan.

# **Citizens Comments:**

Mary Patrick (Hwy 212, Monticello) - Ms. Patrick stood before the board and stated that we have two water authorities in the county and we have some private systems. If they plan to give to one authority they should plan to give to the other.

**David Thompson** (Forsyth Street, Monticello) - The citizens should be very clear of whether the JCWSA are making a profit. It's really a bailout and they are not credible in their business and what they are presenting. He asked what happens after the last cell at the landfill is full.

Jasper County Board of Commissioners Meeting Minutes May 2, 2022 - Regular Meeting

**Ann McMichael (Hwy 83 South, Monticello) -** Ms. McMichael requested a sign be placed alerting drivers that there is a driveway to avoid a wreck.

**Rick Williams**- Stood to introduce himself, as he is running for State Senate.

# **County Commissioner's Items:**

Commissioner Ledford- None

Commissioner Stunkel- None

Commissioner Jernigan- None

**Commissioner Jones**- None

<u>Chairman Henry</u>- Early voting started today. Please get out and vote. Had a request about our holidays. We should consider swapping out President's Day and Good Friday.

# Regular Agenda:

# **Business Items:**

# **Item 1: Jasper County Recreation Board Appointments;**

Mr. Dan Shives stood before the board to express why he would like to be on the Recreation Board. He stated that he has always been involved, his is a US Marine and he think we can do some great things for the kids.

Commissioner Ledford motioned to appoint Dan Shives to the Recreation Board with the term expiring May 2025. Commissioner Stunkel seconded the motion, passed unanimously.

Roger Minter stood before the board to express his reasons for wanting to serve on the Recreation Board. He have over 30 years in recreation. He would like to serve on the Rec Board for the kids.

Commissioner Ledford ask Mr. Minter if he was related to any county employee.

Mr. Minter stated that he is related to one person that he works with at Public Works.

Commissioner Ledford ask if Mr. Minter would have any problem with the board if they mentioned something that he did during his tenure as the Recreation director.

Mr. Minter stated that it would not affect him.

Chairman Henry stated that his concern is that we recently had someone who quit the position and started serving on the board which caused friction immediately.

Commissioner Jones motioned to appoint Roger Minter to the Recreation Board with a term expiring May 2025. Commissioner Jernigan seconded the motion, passed 3-2 (Ledford, Henry opposed).

<u>Item 2: New Alcohol License Application – Hillsboro Mini Mart:</u> Judy Johnson stated that this was tabled during the April 4, 2022 meeting. The Hillsboro Mini Mart, Application number 2022-A-012, located at 1750 State Hwy 11, Hillsboro GA 31038. The applicant is Nizamuddin Kalya.

Mr. Kalya stood before the board and stated that he wants to open another gas station.

Commissioner Jernigan motioned to approve the application. Commissioner Ledford seconded the motion, passed unanimously.

<u>Item 5: Clerk of Court Request for ARPA Funding – Scan & Index Records 1960-1979:</u> LeAnn Airington stood before the board with her request for ARPA Funds.

The Clerk of Superior Court's office would like to get the entire span of 1960-1979, as far as deeds, scanned and indexed so that they can be put on the gsccca.org website. We would also like to have all of Jasper County's plats indexed as well. All of the images are on the website, but you can only look them up by page number, not by name. We would like them indexed so that they could also be found by name. This will make it possible for the pubic to do a 60-year search completely online. Our ultimate goal is to get all the deeds and liens in our office scanned and indexed. As of right now, if there is some sort of natural disaster or if the courthouse is compromised structurally, with fire or flooding, these records would more than likely be destroyed.

The Clerk of Superior Court's office is requesting the use of American Rescue Plan (ARP) funds for this project.

We had a sealed bid opening on March 30, 2022. I would like to get the winning bid approved so that I can get started with this project.

One Bid was received Kofile, Inc. \$64,350

Commissioner Jones motioned to approved awarding the bid to Kofile, Inc. for \$64,350. Commissioner Jernigan seconded the motion, passed unanimously.

<u>Item 4: Jasper County Water and Sewer Authority Request for Funding:</u> Commissioner Ledford abstained from the conversation for this item since he is one the Water Board.

Commissioner Jernigan motioned to approve up to \$300,000 ARPA funds to replace water mains and hydrants. The motion failed for the lack of a second.

# <u>Item 3: Paving Project Bid Submittals – Purple Martin Drive, Partridge Court, Shoreline Drive and Ernest Gibson Rd:</u>

Staff prepared and issued a bid for asphalt overlay and surface treatment for the following road project:

Purple Martin Dr.35 miles Patridge Ct.13 miles Shoreline Dr.44 miles Ernest Gibson Rd 1.17 miles

County received four bids for asphalt overlay and zero bids for surface treatment.

# Bid Results Asphalt Overlay Surface Treatment

Blount Construction \$337,163 No Bid Pittman Construction \$405,980 No Bid East Coast Grading \$427,620 No Bid Jack Buckland Paving \$532,996 No Bid

Jordan Engineering suggest awarding the bid to Blount Construction.

Chairman Henry asked Michael Walsh if he had an estimate if Jasper County Public Works were to do part of the work on these streets. He stated that we can't move forward right now without that information.

Commissioner Jernigan stated that he would like to see us start a patching program where the patching machine is used year-round.

Jasper County Board of Commissioners Meeting Minutes May 2, 2022 - Regular Meeting

Commissioner Ledford motioned to table the item until a later date. Commissioner Stunkel seconded the motion, passed unanimously.

<u>Item 6: FY 2022 3rd Quarter Financial Report:</u> Larissa Ruark stood before the board to present the 3<sup>rd</sup> Quarter Financial Report:

	FY2022 BUDGET	FY2022 ACTUAL	% COLLECTED	% REMAINING
TOTAL GENERAL FUND REVENUE	\$ 11,870,614	\$ 5 11,550,743	97.3%	2.7%
	FY2022 BUDGET	FY2022 ACTUAL	% EXPENDED	% UNENCUMBERED
TOTAL GENERAL FUND EXPENDITURES	\$ 12,046,643	\$ 8,548,755	71.0%	29.0%

# **Item 7: Schedule Work Sessions and Called Meetings:**

The Following Work Sessions Have Been Scheduled for FY 2023 Budget Work:

Monday May 9, 2022 6:00 P.M.- Called Meeting Monday May 9, 2022- Work Session Monday May 16, 2022 6:00 P.M. Monday May 23, 2022 6:00 P.M.

<u>County Attorney Items</u>: The board voted to participate in the opioid lawsuit a few years ago. Mr. Ozburn stated that he just receive a new agreement for the Chairman to sign.

**County Manager Update**: Mike Benton gave an update on the total permits for the month and year to date.

## **Executive Session:**

Commissioner Jernigan motioned to go into Executive Session for personnel at 7:08 p.m. Commissioner Stunkel seconded the motion, passed unanimously.

Commissioner Ledford motioned to exit Executive Session at 8:45 p.m. Commissioner Jones seconded the motion, passed unanimously.

# Adiourn:

Commissioner Ledford motioned to adjourn the meeting at 8:45 p.m. Commissioner Jones seconded the mopassed unanimously.	tion,
Bruce Henry, Chairman	

Sharon Robinson, Clerk

# Jasper County Board of Commissioners May 16, 2022 Work Session Minutes 6:00 P.M.

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

Commissioners Present: Chairman, Bruce Henry; Gerald Stunkel, Vice Chairman; Sheila Jones; Don Jernigan; and Steven Ledford.

# **Work Session:**

# 1. FY 2023 Budget

**Brenda Jacobs (Senior Center Director)** stood before the board to request increases in her budget for the following budget lines: building maintenance, vehicle maintenance repair, copier lease, advertising, general and property liability, postage, communications, education and training, and general supplies.

**Judy Johnson (Planning & Zoning Director)** - Explained how their department works. She stated that her goal is to make money to support their department. She requested increases in the following areas: contracted services, professional services, education and training, general supplies, vehicle gas, and computer supplies.

Chairman Henry stated that he has discussed lowering the impact fee and raising the building permit fee by that same amount so that we are not as restricted on how we spend the money.

Commissioner Stunkel stated that we have be careful because P & Z income cannot be more than the expenditures.

**Kasey Hall (Extension Agent)** - The new Administrative assistant will be paid by UGA on contract. She requested increases for the following areas: professional services and vehicles/gas. For the capital outlay she requested to use funds that are already appropriated to her department. She would like to purchase a small county vehicle for the office from funds that were appropriated for the Ag agent.

Chairman Henry asked if any of the info about the van or the clay shoot presented to the Board of Education.

**Larissa Ruark (Chief Accounting Officer)** - Requested increases in the areas of professional services (IT Support), and capital request (capital asset module).

**Mike Benton** stated that Waste Management is raising the cost effective July 1 of each cart from 12.67 to 15.42 per cart (22% increase; 185.04 per cart annually). Once the admin cost (3.66) is added its 188.70 per cart annually. Last year tax bill we charged 151.31. Mr. Benton stated that he spoke with another company Ryland Environmental and hopes to get information from Republic. We need additional work sessions.

The board decided to do an all-day Work Session on May 27 <sup>th</sup> starting at 9 am.
Chairman Henry declared the Work Session closed at 7:59 p.m.
<del></del>
Bruce Henry, Chairman
Sharon S. Robinson, Clerk

# **Consent Agenda – Item 2:**

# **Agenda Request – Jasper County BOC**

**Department:** Board of Commissioners

**Date**: June 6, 2022

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 64429 - 64734

<b>Business Ite</b>	<u>m 1:</u>
Agenda Req	uest – Jasper County BOC
Department	: Planning and Zoning
Date:	June 6, 2022
Subject:	Planning and Zoning Board Appointments
Summary:	
Planning and	Zoning has 1 vacancy on the Planning and Zoning Board.
Staff has adv	rertised the position.
The Board of	f Commissioners needs to appoint a citizen to fill the expired term of Justin Owens.
The followin	g people have expressed interest in serving on this board:
Justin Owens David Shepp	
Background	l:
Members of	f the Planning and Zoning Board serve 3-year terms.
Cost:	
Recommend Appoint 1 m	led Motion: ember to the Planning and Zoning Board to a 3-year term to June 2025.

# **JASPER COUNTY BOARD OF COMMISSIONERS**

126 W. Greene St. Ste. 18, Monticello, GA 31064 706-468-4900 www.jaspercountyga.org



# APPLICATION FOR BOARDS, COMMITTEES, & AUTHORITIES

NAME: Justin Owens		
ADDRESS: 21986 Hwy 11 N		
TELEPHON E (home)	678-689-7015	
(Cell)		
Email address	jowens@hancockclaims.com	
JUSTIN OWENS	5/17/22	
Signature	Date	
Signatuic	Date	

\*This application should be submitted to the Jasper County Board of Commissioners, email: <a href="mailto:srobinson@jaspercountyga.org">srobinson@jaspercountyga.org</a>

US Mail: Jasper County Board of Commissioners, ATTN: Sharon S. Robinson (use address above) Any additional information may be included on a separate page.

NOTE: Information provided on this form is subject to disclosure as a public record under Georgia Open Records Law.

Applicant Name:Justin Owens	Date:5/17/22
I would like to apply for appointment to the following Board,	Committee, or Authority:
Planning and Zoning Board	
How long have you been a resident of Jasper County?	22 years
Which Jasper County district do you live in?	
(1)(2)(3)	_(4)x(5)
What qualifications, experience, and certifications do you post the Board, Committee, or Authority you are seeking appoints	
17 years of service on the planning and zoning board	
Are you currently serving on another Board, Committee, Autl Yesx NO If Yes, please list.	nority or elected position?
Would there be any possible conflict of interest between your eserving on the Board, Committee, or Authority you are seeking	
Yesx_ NO If Yes, please explain.	

# Authority you are seeking appointment on? For Jasper County to maintain its rural character and high quality of life through smart, controlled growth that does not out pace infrastructure and services, while also protecting individual property owner rights as much as possible. Explain your understanding of the duties of this Board, Committee, or Authority: Make recommendations on P&Z issues to the BOC. Act as a "first line of defense" against any rezoning or development ordinance changes that may be contrary to current character of the county. Briefly explain why you seek appointment to this Board, Committee, or Authority: I have lived in the county for 20+ years and my wife's family is multi-generational Jasper County. I want to protect the unique quality of life we have from those that would only seek to gain financially from it's decline. Are you in any way related to a County Elected Official or County Employee? If so, please describe. If appointed, I agree to serve and participate in required and or voluntary training. \_\_\_x\_Yes \_\_\_\_\_ No

What is your vision for the county's future in relation to the Board, Committee, or

# JASPER COUNTY BOARD OF COMMISSIONERS

126 W. Greene St. Ste. 18, Monticello, GA 31064 706-468-4900 www.jaspercountyga.org



# APPLICATION FOR BOARDS, COMMITTEES, & AUTHORITIES

NAME David Sheppard

ADDRESS 8220 Goolsby Road Monticello, Ga. 31064

TELEPHONE (Home) 706-468-8254 (cell) 404-771-0555

EMAIL ADDRERSS dsms5971@aol.com

\*This application should be submitted to the Jasper County Board of Commissioners, email: <a href="mailto:srobinson@jaspercountyga.org">srobinson@jaspercountyga.org</a>

US Mail: Jasper County Board of Commissioners, ATTN: Sharon S. Robinson (use address above) Any additional information may be included on a separate page.

NOTE: Information provided on this form is subject to disclosure as a public record under Georgia Open Records Law.

Applicant Name: David Sheppard Date: May 6,2022

I would like to apply for appointment to the following Board, Committee, or Authority: Planning and Zoning Board.

How long have you been a resident of Jasper County? 15 years

Which Jasper County district do you live in?
(1)(2)X(3)(4)(5)
What qualifications, experience, and certifications do you possess that should be considered for the Board, Committee, or Authority you are seeking appointment on? I have had a career of 41 years with the Kroger Company before retiring 10-11-12. My responsibilities were many- Managing 265 employees and doing over \$60,000,000 a year in sales required initiative- decision making skills- fact finding – flexibility – ability to direct a team to desired goals. I was a presidents Circle Manager reporting to our Division President at which at the time there were only 12 of us out of 225 Unit Managers.
I completed the 2019 Jasper County Leadership program.
I was a Mentor at WEPS for 3 years.
I volunteer with Paralyzed Hunters with the Hunters for Christ organization.
I volunteer with the Jasper County Food Bank.
Are you currently serving on another Board, Committee, Authority or elected position? YesXNO
What is your vision for the county's future in relation to the Board, Committee, or Authority you are seeking appointment on?
Vision is for our County to grow such that it meets the desires of the County Residents which I feel are to keep it as Rural as we can with proper regulations and decisions of the Board. I feel it very important to be responsible to the Tax payers of the County.
Explain your understanding of the duties of this Board, Committee, or Authority:  Is to provide and guide the orderly growth and development of the County.

Briefly explain why you seek appointment to this Board, Committee, or Authority:
I feel I have the ability to help the Board as the County moves forward in the development that is sure to come.
Are you in any way related to a County Elected Official or County Employee? If so, please describe.
No
If appointed, I agree to serve and participate in required and or voluntary trainingX_YesNo
Signature Application Date

# **Business Item 2:**

# Agenda Request - Jasper County BOC

**Department:** Recreation

**Date:** June 6, 2022

**Subject:** Jasper County Recreation Board Discussion

# **Summary:**

The Jasper County Recreation Board is a seven (7) member board. There are currently 2 vacant positions on this board.

The Current Board members are:

Valerie Dale Pennamon Catherine Kendall Dan Shives Miranda Hudson Roger Minter

# **Background:**

Cost: None

# **Recommended Motion:**

Board's Discretion

# Business Item – 3: **Agenda Request – Jasper County BOC Department:** Date: June 6, 2022 **Subject:** Region 5 EMS Advisory Council Appointment **Summary:** Michelle Archer, Region 5 EMS Director is asking for an appointment for the Regional Emergency Medical Services Advisory Council to represent Jasper County. Jasper County has one representative, Chris Finch, whose 3-year term has expired. Chief Finch has expressed his willingness to continue serving on the Region 5 EMS Council for another 3-year term (July 1, 2022 – June 30, 2025). **Background:** Region 5 Emergency Medical Services Council bylaws require that at least two-thirds of the voting membership be comprised of individuals selected by the County Commissioners, and for the member to attend at least fifty percent (50%) of the scheduled council meetings. Our current representative, Chris Finch has met the bylaw requirements for attendance since his last

Members of the Regional EMS Council should possess interest and/or expertise in the areas of Emergency

appointment.

**Cost:** 

None

**Recommended Motion(s):** 

Board's Discretion

Medical Services, health care, or public safety.



# **Central Georgia Region 5 Emergency Medical Services Advisory Council**

www.ems.ga.gov

Michelle Archer (678)867-4427

Terry Cobb Council Chair May 4, 2022

**Jasper County Board of Commissioners** 

Lee Oliver Vice-Chair 126 West Green St #110 Monticello, GA 31064

Ralph Griffin **Regional Medical** Director

Dear Commissioners,

On behalf of the Region 5 EMS Advisory Council, I am asking for an appointment from you for the Region 5 Emergency Medical Services Advisory Council (REMSAC) to represent your county. The purpose of this Council is to:

- Serve as a liaison between the Office of EMS and Trauma and the regional EMS system.
- Coordinate, facilitate the improvement of, and maintain a quality EMS system in the 23 counties of Region 5; and
- Serve as the local coordinating entity designated by the Georgia Department of Public Health to recommend the manner in which Emergency Response Zones in Region 5 functions.

Jasper County has one (1) Representative on this Council. Your current Representative is Chris Finch, term 2019-2022. Council bylaws require county representation of individuals selected by County Commissions in the counties comprised of Region 5; therefore, I am soliciting from you the name or reappointment of one (1) individual whom you wish to represent your county on this council for the 2022-2025 term. Council By-laws require members to attend at least fifty percent (50%) of the scheduled council meetings. The term of appointment is three (3) years or in certain cases to fill an unexpired term.

Members of the Regional EMS Council should possess interest and/or expertise in the areas of Emergency Medical Services, health care, or public safety. The following is a list of categories, which you may wish to consider when recommending your representative:

**BALDWIN BIBB BLECKLEY CRAWFORD DODGE HANCOCK HOUSTON** 

**JOHNSON JONES** 

**JASPER** 

**LAURENS** 

**MONROE** 

**MONTGOMERY PEACH** 

> **PULASKI PUTNAM TELFAIR**

**TREUTLEN TWIGGS** 

WHEELER

WASHINGTON WILCOX WILKINSON

- ■Public EMS Provider
- ■Private EMS Provider
- •EMT/Paramedic (non-supervisory)
- Specialty Care hospital representative
- Hospital representative
- City government representative
- County government representative
- Consumer
- Emergency Physician
- General Surgeon
- ■911 Dispatch Center representative
- •Law enforcement representative
- Emergency Dept. nurse and/or trauma nurse
- Pediatrician

Please forward the recommendation of your Commission to me, along with a brief synopsis of the Individual's qualifications with his/her mailing address and contact information on the attached form. Please complete the attached form and return before May 30, 2022. You may mail or email this information. Your participation in this effort is important to the provision of quality Emergency Medical Services to the citizens in your community, region, and state. I appreciate your cooperation and welcome you to contact me if you have any questions. Thank you.

Sincerely,

Michelle Archer

Michelle Archer Region 5 EMS Director (678) 867-4427

# Michelle.archer@dph.ga.gov

Jasper County Board of Commissioners

TO:

a.gov	
omination	
e for your county, please complete the following ve:	and email
n the Region 5 EMS Advisory Council for the next	three-year
r	e for your county, please complete the following ve:  In the Region 5 EMS Advisory Council for the next

# **Business Item 4:**

# Agenda Request - Jasper County BOC

**Department:** Courts

**Date:** June 6, 2022

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, 2022 thru June 30, 2023.

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 2023 Budget.

# **Recommended Motion(s):**

Motion to approve Chairman to execute the Georgia Indigent Defense Services Agreement for the period July 1, 2022 to June 30, 2023 with an annual cost of \$51,743.94 paid in monthly installments of \$4,312.00.



# OCMULGEE CIRCUIT PUBLIC DEFENDER'S OFFICE

In all criminal prosecutions, the accused shall enjoy the right ... to the assistance of counsel for his defense.

U.S. Constitution, Amendment VI

# Milledgeville Office:

John Bradley, CPD, Sheri Smith, APD Jessica Young, APD Taylor Phillips, APD (Juvenile Court) Sherri Marshburn, Administrative Assistant Brianna Brown, Administrative Assistant

P.O. Box 1429 Milledgeville, GA 31059 Ph. (478)445-8100 Fax (478)445-8111

### Gray Office:

Kevin D. Ströberg, Chief APD Thomas O'Donnell, APD Leonard D. Myers, Jr. Heather Murray, Investigator Tamara Myrick, Administrative Assistant

P.O. Box 747 Gray, GA 31032 Ph. (478)986-6185 Fax (478)986-6359

Greensboro Office:
Charles Taylor, APD
Diana Moreno,
Administrative Assistant

113 N Main Street Greensboro, GA 30642 Ph. (706)454-7012 Fax (706)454-1204 May 13, 2022

Mr. Dennis Pate Finance Manager Jasper County Board of Commissioners 126 W. Green Street, Suite 18 Monticello, GA 31064

Re: Public Defender Budget FY 2023

Greetings Mr. Pate,

Attached is the budget for the Public Defender's Office for FY 2023 which runs from July 1, 2022 to June 30, 2023. There is no increase to Jasper County from last year's budget; the total amount remains \$51,743.94, with monthly payments of \$4,312. Our office provides legal representation to indigent defendants in Jasper County Superior Court and Jasper County Juvenile Court. Additionally, our office provides representation of defendants in the Ocmulgee Circuit Adult Treatment Court (ATCC) including both the Drug and Mental Health Courts.

Also enclosed is the contract for indigent defense services for FY 2023. Once the contract has been signed please return it to me at P.O. Box 1429, Milledgeville, Georgia 31059 and I will forward it to Atlanta. Please contact me at (478) 445-8100 if you have any questions. Thank you for your assistance.

Sincerely.

John H. Bradley

Circuit Public Defender

# OCMULGEE CIRCUIT PUBLIC DEFENDER OFFICE July 1, 2022 - June 30, 2023

COUNTY FUNDED - Public Defender and Assistants											
Name	- 4		Salaries	FICA		Retirement		Health Insurance		Unemployment	77-4-1
	- "	Salaties	7.6	5% of Salary	31	.01% of Salary	30	.454% of Salary	\$31 per Position	Total	
TOTAL:	5	\$	306,440.08	\$	23,442.67	\$	95,027.07	\$	93,323.26	\$ 155.00	\$ 518,388.08

	CO	UNT	TY FUNDE	D - Public Defe	ender Administra	itive		
Name	- 4		Salaries	FICA	Retirement	Health Insurance	Unemployment	Total
ivalite	"		Salaties	7.65% of Salary	31.01% of Salary	30.454% of Salary	\$31 per Position	10ta1
TOTAL:	2	S	68,091.28	\$ 5,208.98	\$ 21,115.11	\$ 20,736.52	\$ 62.00	\$ 115,213.89

COUNTY FUND	ED - Offic	е Ехр	enditures		
		Per Month		Annual	
Postage	*	\$	182.41	S	2,188.97
Printing, Publications, & Media	*	\$	152.01	\$	1,824.14
Supplies & Materials	*	\$	644.77	\$	7,737.24
Repairs & Maintenance	*	\$	273.62	\$	3,283.45
Rents Other than Real Estate	*	\$	622.49	\$	7,469.94
Other Operating	*	\$	486.44	\$	5,837.24
Real Estate Rentals	*	\$	2,400.00	\$	28,800.00
Professional Services	*	\$	277.01	\$	3,324.14
Telecommunications (GTA)	*	\$	194.57	\$	2,334.90
Telecommunications (AT&T, etc)	*	\$	652.90	\$	7,834.77
TOTAL:		S	5,886.23	\$	70,634.78

TOTAL	EXPENDIT	UF	RES		
			Personnel		Operating
Public Defender and Assistants	*	\$	518,388.08		
Public Defender Administrative	*	\$	115,213.89		
LESS: FY 22 Rollover		S	(59,420.95)		
5% Administrative Fee	*	\$	31,680.10		
Office Expenditures	*			\$	70,634.78
4% Administrative Fee	*			S	2,825.39
LESS: FY 22 Rollover				S	(3,536.00)
TOTAL:		\$	605,861.11	\$	69,924.17

Total Personnel (without \$71,300.00 offset) Total Operating Contract

W	ithout Offset		With Offset
\$	534,561.11	\$	605,861.11
\$	69,924.17	\$	69,924.17
\$	604,485.28	S	675,785.28

BREAK	CDOWN BY CO	ıuc	VTY		
			Monthly		Annual
City of Gray	*	\$	275.00	\$	1,650.00
City of Eatonton	*	\$	250.00	\$	1,500.00
City of Gordon	*	\$	83.33	\$	500.00
City of Union Point	*	\$	83.33	\$	500.00
Baldwin	28.16%	\$	17,460.25	S	209,523.06
Greene	9.85%	\$	5,361.82	\$	64,341.80
Hancock	5.81%	\$	2,926.72	\$	35,120.59
Jasper	8.56%	\$	4,312.00	S	51,743.94
Jones	17.66%	S	9,616.84	S	115,402.10
Morgan	11.00%	\$	5,541.12	\$	66,493.38
Putnam	13.07%	S	7,783.85	\$	93,406.24
Wilkinson	5.89%	S	2,967.02	\$	35,604.18
CIRCUIT WIDE TOTAL:	100%	\$	56,661.27	\$	675,785.29

BREAKDOWN BY COUNTY (Personnel)						
			Monthly		Annual	
City of Gray	*	\$	275.00	\$	1,650.00	
City of Eatonton	*	\$	250.00	\$	1,500.00	
City of Gordon	*	\$	83.33	\$	500.00	
City of Union Point	*	\$	83.33	\$	500.00	
Baldwin	28.16%	\$	15,819.37	\$	189,832.41	
Greene	9.85%	\$	4,787.86	\$	57,454.27	
Hancock	5.81%	\$	2,588.17	\$	31,058.00	
Jasper	8.56%	\$	3,813.20	\$	45,758.43	
Jones	17.66%	\$	8,587.79	\$	103,053.49	
Morgan	11.00%	\$	4,900.14	\$	58,801.72	
Putnam	13.07%	\$	7,022.26	\$	84,267.14	
Wilkinson	5.89%	\$	2,623.80	\$	31,485.65	
CIRCUIT WIDE TOTAL:	100%	S	50,834.26	S	605,861.11	

BREAKDOW	N BY COUNT	Y (	Operating)		
			Monthly		Annual
Baldwin	28.16%	\$	1,640.89	\$	19,690.65
Greene	9.85%	5	573.96	\$	6,887.53
Hancock	5.81%	\$	338.55	\$	4,062.59
Jasper	8.56%	S	498.79	\$	5,985.51
Jones	17.66%	\$	1,029.05	S	12,348.61
Morgan	11.00%	S	640.97	\$	7,691.66
Putnam	13.07%	S	761.59	\$	9,139.09
Wilkinson	5.89%	S	343.21	\$	4,118.53
CIRCUIT WIDE TOTAL:	100%	\$	5,827.01	\$	69,924.18

County/City		Amount
City of Gray	S	1,650.00
City of Eatonton	\$	1,500.00
City of Gordon	\$	500.00
City of Union Point	S	500.00
Baldwin	S	39,300.00
Greene	S	4,800.00
Jones	S	8,650.00
Putnam	S	14,400.00
Total	S	71,300.00

\*Includes salary, benefits and 5% admin fee

County		Amount	%		
City of Gray	\$	-	0.00%		
City of Eatonton	\$	e tangen se Hoest	0.00%		
City of Gordon	\$	24 36 2 2	0.00%		
City of Union Point	\$	- 100 miles	0.00%		
Baldwin	\$	18,630.64	31.35%		
Greene	\$	5,684.11	9.57%		
Hancock	\$	3,089.26	5.20%		
Jasper	S	4,551.48	7.66%		
Jones	S	10,195.11	17.16%		
Morgan	S	5,848.86	9.84%		
Putnam	\$	8,289.69	13.95%		
Wilkinson	\$	3,131.80	5.27%		
Total	5	59,420.95	100.00%		

ROLLO	OVER:	FY 22 ⇒ F	Y 23
County		Amount	%
Baldwin	S	1,108.66	31.35%
Greene	S	338.25	9.57%
Hancock	S	183.83	5.20%
Jasper	\$	270.85	7.66%
Jones	\$	606.69	17.16%
Morgan	\$	348.05	9.84%
Putnam	\$	493.30	13.95%
Wilkinson	\$	186.37	5.27%
Total	S	3,536.00	100.00%



# DEFENDER GEORGIA INDIGENT DEFENSE SERVICES AGREEMENT

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, 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, 2022.

### 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

<u>Section 1.01 Statutory Staffing.</u> 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.

<u>Section 1.02 Statutory Services</u>. 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.

<u>Section 1.03 Conflicts</u>. 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.

<u>Section 3.03 Procedure for payment.</u> 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.

<u>Section 3.05 Limitation of liability.</u> 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.

<u>Section 3.06 Taxes.</u> 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**

<u>Section 5.01 Term</u>. The term of this agreement is one (1) year beginning July 1, 2022 and ending June 30, 2023.

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.

<u>Section 5.03 Severability</u>. 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.

<u>Section 5.04 Cooperation</u>, <u>dispute resolution and jurisdiction</u>. (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.

<u>Section 5.05 Notice</u>. 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 6079 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).

<u>Section 5.08 Cooperation in transition of services</u>. (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 5th 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.

<u>Section 5.09 Advance of Funds.</u> 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.

<u>Section 5.10 Time</u>. 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, 2022 – June 31, 2023

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 15th of the preceding month beginning on June 15, 2022. Invoices will be sent to the following address:
Installments will be paid directly to GPDC at the following address:
OPPG

GPDC Attn: Jason Ring 270 Washington Street Suite 6079 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 5:**

# Agenda Request - Jasper County BOC

**Department:** Planning & Zoning

**Date:** June 6, 2022

**Subject:** Discussion/consideration of extending the current Moratorium on the

acceptance of Subdivision Preliminary Plats.

# **Summary:**

The existing moratorium is scheduled to expire on Tuesday, July 5, 2022 at 5:00 p.m. Due to the 2022 July 4<sup>th</sup> holiday the regular Board of Commissioners meeting is not scheduled until Monday, July 11, 2022 at 6 p.m. This means without any type of extension the moratorium will expire prior to changes being made to the Ordinances.

While staff believes the amendments may be able to be completed at the BOC meeting on August 1, 2022, in order to give ample time to hold Work Sessions and Planning Commission meeting(s), staff suggests the extension not expiring until Tuesday, September 13, 2022 at 8 a.m. That way no time will lapse between the Moratorium extension and accepting completed applications. (Justification: The September BOC meeting will be on Monday, September 12, 2022 due to Labor Day being on the 1<sup>st</sup> Monday, September 5, 2022. By having the moratorium expire the morning after the BOC meeting gives ample time should the Board not have reached a final decision on Monday, September 12, 2022.)

At this time there is a Planning Commission Work Session scheduled for Tuesday, June 28, 2022 at 6 p.m. to go over the proposed changes. Then there will need to be a Work Session for the BOC to go over what came from the Planning Commission meeting. Bearing we can do that early to mid-July, the Planning Commission can meet again at the end of July to shore up the proposal and recommend (approval/approval with changes/denial) the amendments to the BOC which could be heard at the Monday, August 1, 2022 BOC meeting.

# **Background:**

On January 3, 2022 the Jasper County Board of Commissioners approved a 6-month moratorium on accepting Subdivision Preliminary Plats. Please see the attached confirmation letter dated 01/04/2022.

**Cost:** Legal Advertisement cost for Public Hearing requirement

**Recommended Motion:** While staff requests the extension to hold Work Session on proposed amendments, the decision to extend is at the Board's Discretion.

# Board of Commissioners of Jasper County

Sheila G. Jones Bruce Henry Gerald Stunkel Don Jernigan Steven Ledford Courthouse 126 West Greene Street, Suite 18 Monticello, GA 31064 Phone (706)468-4900 Fax (706)468-4942

Mike Benton County Manager

January 4, 2022

To: Mike Benton, County Manager Shane Sealy, Planning and Zoning Director

#### Six-Month Moratorium:

#### On Accepting Preliminary Plats

At their January 3, 2022 regular monthly meeting, the Jasper County Board of Commissioners placed a 6-month moratorium on accepting Subdividion Preliminary Plats.

This moratorium will be in effect until 5:00 p.m. on Tuesday, July 5, 2022.

Signed,

Bruce Henry, Chairman

<b>Business Item 6:</b>	Business Item 6:							
Agenda Request – Jasper County BOC								
<b>Department:</b>	Human Resources							
Date:	June 6, 2022							
Subject:	Human Resources and County Boards Report							
Summary: Staff will present a Hu	uman Resource Report and upcoming Board Appointments needed.							
	ted to provide A Human Resource Report along with upcoming expired Board loard of Commissioners. Reports will be provided in the months of March, June, mber going forward.							
Cost: None								
Recommended Motion None Required	<u>on</u> :							



#### **Jasper County Human Resources Report**

Period Covered: March 2022- May 2022

#### **Current Open Positions**

Operator I

**CDL Driver** 

**EMT** 

**Paramedics** 

911 Dispatchers

**Public Works/Landfill Operator** 

#### New Hires/Transfers

Public Works - 1

Planning & Zoning - 1

Recreation – 1

Jail – 2

Fire/Rescue – Part-Time

#### Terminations/Resignations

Public Works - 1

Fire Rescue - 1

Jail - 1

Sheriff - 1

#### Total Employees = 161

Full-time = 118

Part-time = 43



#### **Jasper County Boards Report**

Period Covered: March 2022– May 2022

#### **Upcoming Board Appointments Needed:**

Jasper County DFCS Board: 1
Public Facilities Authority – 1
Recreation Board - 2

<b>Business Item</b>	<u>17:</u>
Agenda Requ	est – Jasper County BOC
Department:	
Date:	June 6, 2022
Subject:	Annual Update of the Capital Improvements Element for FY 2021 - Adoption
<b>Summary:</b>	
-	's 2021 Capital Improvements Element and STWP Annual Update have been approved by the Community Affairs.
-	unty Board of Commissioners needs to formally adopt the 2021 Capital Improvements Element nual Update in order to maintain compliant status with the DCA.
Background:	
	Georgia General Assembly enacted House Bill 215, the Georgia Planning Act that requires all ents to prepare a comprehensive plan and adopt an annual update of the Capital Improvements TWP.
Cost:	
No cost to Jasp	per County
Recommende	d Motion:

Motion to adopt the 2021 Capital Improvements Element and Short Term Work Program Annual Update as presented.

# Board of Commissioners of Jasper County

Open Bruce Henry Don Jernigan District 1 District 2 – Chairman

n District 3

Gerald Stunkel District 4 Vice Chair

Doug Luke D

District 5

Courthouse 126 West Greene Street, Suite 18 Monticello, GA 31064 Phone (706)468-4900 Fax (706)468-4942

Mike Benton County Manager

April 12, 2022

To:

Eva Kennedy

Planning & Govt Services

Northeast Georgia Regional Commission

Ms. Kennedy,

Please find enclosed the following documents for your review.

- Annual Update of the Capital Improvements Element for FY 2021
- Short Term Work Program for FY 2022 FY 2026
- Public Notices
- Jasper County BOC Resolution

Please let me know if you need any additional information.

Thank you,

Mike Benton

County Manager

Jasper County Board of Commissioners

# Jasper County BOC Impact Fee Fund Annual Impact Fee Financial Report Fiscal Year 2021

Public Facility Allocation Percentage Service Area	<b>Library</b> 2% Countywide	Parks 20% Countywide	Fire 19% Countywide	<b>Jail</b> 17% Countywide	Sheriff 22% Countywide	<b>E911</b> 18% Countywide	Admin 2%	<b>Total</b> 100%
Impact Fee Balance: 6/30/2020	3,090.53	95,730.88	44,414.02	81,372.32	105,304.75	86,159.25	0	416,071.74
Impact Fees Collected: <b>7/1/2020 thru 6/30/2021</b>	4,296.24	42,951.48	40,804.92	36,510.24	47,247.72	38,658.36	4,296.22	214,765.18
Accrued Interest	4.70	46.97	44.62	39.92	51.67	42.27	4.70	234.85
Subtotal: Fee Accounts	7,391.47	138,729.33	85,263.57	117,922.48	152,604.13	124,859.88	4,300.92	631,071.77
Impact Fees Refunds Expenditures Impact Fee Balance:	0 0	0 0	0	0	0	0 (84,000.00)	0 (121.72)	0 (84,121.72)
6/30/2021	7,391.47	138,729.33	85,263.57	117,922.48	152,604.13	40,859.88	4,179.20	546,950.05
Impact Fes Encumbered	0	0	0	0	0	0	0	0

#### Jasper County Board of Commissioners Report of Accomplishments Impact Fees Capital Improvements Project Update

FY 2017 - 2021

			Actual Cost of	200	1901 2001 10	200 200 2
Project Description	Start Date	End Date	Project	Funding Sources	Funding Percentage	Status/Remarks
ibrary						
Circulation Materials	7/1/2016	6/30/2017	14,604.00	Impact Fees	100%	Uncle Remus Regional Library System
Circulation Materials	7/1/2018	6/30/2019	19,051.81	Impact Fees	100%	Uncle Remus Regional Library System
Circulation Materials	7/1/2019	6/30/2020	6,483.34	Impact Fees	100%	Azalea Regional Library System
ibrary Total			40,139.15			
Parks & Recreation						
Parks & Recreation Tot	al					
ire						
Command, Rescue and ALS Response Vehicle	7/1/2016	6/30/20017	29,915.00	Impact Fees	100%	Support Fire Rescue
New 911 Tower Antennas & Equipment	7/1/2017	6/30/2018	5,868.91	Impact Fees	100%	Support 911 Communication
New Lucas Devices and Extrication Equipment	7/1/2019	6/30/2020	46,531.04	Impact Fees	100%	Support Fire Rescue
Fire Total			82,314.95			
ail						
Jail Total						
ian i Juai						
Sheriff						
Sheriff Total						

New 911 Tower Antennas & Equipment	7/1/2017	6/30/2018	5,285.60	Impact Fees	100%	Improve 911 Communication
NexGen Compliant Telephone System	7/1/2020	6/30/2021	84,000.00	Impact Fees	100%	Additional Communication Capability
11 Total			89,285.60			
min						
			1			
Surface Pro Tablets; BOC Meeting Room	7/1/2019	6/30/2020	9,572.91	Impact Fees	100%	Improve BOC Meeting Communication
	7/1/2019 7/1/2020	6/30/2020	9,572.91	Impact Fees	100%	Improve BOC Meeting Communication  Improve Taxpayer Pay Ability

### Jasper County Board of Commissioners - Impact Fee Capital Improvement Project List FY 2022 - 2026

Public Facility	Service Area	Project Start Date	Project End Date	Estimated Cost of Project	Responsible Parties	Funding Sources	Funding Percentage	Project Description	Status/Remarks
Library	County Wide	2022	2026	28,872	Jasper County BOC, Uncle Remus Library Board	Impact Fees	100%	Books, Circulation Materials	
Parks & Recreation	County Wide	2021	2023	267,583	Jasper County BOC	Impact Fees	100%	Multi-Purpose Building, Multi-Use Recreation Fields	
Fire	County Wide	2022	2026	289,287	Jasper County BOC	Impact Fees	100%	Fire Station, Fire Fighting Equipment, Emergency Safety Equipment, Extrication Equipment	
Jail	County Wide	2021	2022	190,942	Jasper County BOC	Impact Fees	100%	Jail Confinement Expansion and Addition, Security Automation	
Sheriff	County Wide	2021	2022	247,099	Jasper County BOC	Impact Fees	100%	Sheriff Office Administration Renovation and Expansion	
E911	County Wide	2021	2022	118,175	Jasper County BOC	Impact Fees	100%	Radio Communication Relocation and Upgrades	
Administration	County Wide	2022	2026	25,660	Jasper County BOC	Impact Fees	100%	Administrative Equipment, Computers, Monitors	
				1,167,618					

#### Jasper County Board of Commissioners Short Term Work Program – Jasper County, GA Countywide FY 2022 - 2026

Plan Element	Project Description	FY Year Initiated	Projected FY Year of Completion	Cost Estimate	Responsible Party	Funding Source	Notes
Community Facilities	Perform water and sewer facility upgrades and replacements, and provide extensions to planned developments.	2017	2026	\$5,000,000	Water & Sewer Authorities	CDBG, GEFA, USDA, Local	
Community Facilities	Continue to provide private curbside collection of solid waste.	2017	2026	\$776,000 Annually	BOC, Monticello City Council	User Fees	Continuing
Community Facilities	Increase public education and awareness regarding recycling and waste reduction.	2017	2026	\$12,000 Annually	BOC, Shady Dale City Council	Local / State	Clean Up Jasper Campaign
Community Facilities	Construct new Recreation Multi-purpose Facility	2020	2023	TBD	вос	SPLOST, Grants, Impact Fees, Local	Splost Referendum November 2017
Community Facilities	Implement Recreation improvement projects based on County and Cities' parks and recreation plans	2017	2023	Project Dependent	BOC, Monticello City Council, Shady Dale City Council	SPLOST, DNR, DCA, Local	Continuing
Community Facilities	Addition and Renovation to Sheriff's Administrative Office Space	2021	2022	\$3.6M	вос	SPLOST, Grants, Impact Fees, Local	Splost Referendum November 2017
Community Facilities	Jail Confinement Expansion and Addition, Security Automation	2021	2022	\$3.0M	вос	SPLOST, Grants, Impact Fees, Local	Splost Referendum November 2017
Community Facilities	Vehicle Rotation Plan for structured replacement of Sheriff's Patrol Vehicles	2014	2026	Varies with lease, cash purchase program	вос	SPLOST, Local	Continuing
Community Facilities	New Generator - Jail, Sheriff's Office, 911 Center, Fuel Pumps; Relocate Existin Generator	2021	2022	\$77,000	вос	SPLOST, Local	Add New; Relocate Existing
Community Facilities	Pave and repair roads annually to include utilization of outside contractors as well as County PW staff.	2017	2026	\$1,000,000 Annually	вос	LMIG, SPLOST, Local	Increased Use of PW Chip Seal Equipment
Community Facilities	Procure Roads and Bridges Reclamation, Renovation & Maintenance equipment	2018	2026	Based on specific equipment	BOC, Monticello City Council, Shady Dale City Council	SPLOST, Local	New Tree Limbing Tractor, New Skid Steer
Community Facilities	Fire Stations, Fire Rescue Equipment Replacement Plan - Ambulances, Engines, Tankers, Safety Equipment	2017	2026	Based on specific project	вос	SPLOST, Impact Fees, Local	New Ambulance Planned for 2021
Community Facilities	Radio Communication Relocation	2020	2022	Based on specific project	BOC	SPLOST, Impact Fees, Local	
Community Facilities	Implement Disaster Preparedness Plan that addresses Continuity of Operations and Operational Redundancy	2018	2026	\$0	BOC	N/A	Continuing
Community Facilities	Develop IGA's with Municipal Governments for improvements and efficiencies	2017	2026	\$0	BOC, Monticello City Council, Shady Dale City Council, and Other surrounding county BOC's	N/A	Code Enforcement
Community Facilities	Review and update Jasper County's Code of Ordinances	2020	2026	To be Determined	вос	Local	Continuing

Plan Element	Project Description	FY Year Initiated	Projected FY Year of Completion	Cost Estimate	Responsible Party	Funding Source	Notes
Community Facilities	Become a designated Broadband Ready Community	2020	2026	To be Determined	BOC, Monticello City Council, Shady Dale City Council, COC, Development Authority of Jasper County, Four County Development Authority, DCA, NEGRC	Local, State and Federal	
Community Facilities	Community Resource Center (Food Bank)	2021	2022	Approximately \$750K	BOC, Health Department, Chamber of Commerce, Senior Center	Local, State and Federal, CDBG Grant	Received 2021 CDBG Award
Community Facilities	Landfill EquipmentCompactor, Excavator, Bulldozier	2022	2026	TBD	BOC, Grants	BOC, Grants	Analyzing Priority
Community Facilities	Animal Shelter Incinerator	2022	2022	TBD	BOC, Grants	BOC, Grants	
Economic Development	Promote job-training efforts from local and regional sources	2017	2026	Varies Annually	Development Authority of Jasper County, Board of Education, Downtown Development Authority, Piedmont & Shiloh Academy	Local, State and Federal	Continuing
Economic Development	Foster cooperative relationship among local government entities, EDA, DDA, SCTC, the COC, the BOE, and private businesses and schools to monitor labor force conditions and needs.	2017	2026	\$0	Chamber of Commerce, DDA, DAJC	N/A	Continuing
Economic Development	Study local economic characteristics and conditions to address potential for economic diversification.	2017	2026	Development Authority of Jasper County Budget	DDA, DAJC	Development Authority of Jasper County Budget	Continuing
Economic Development	Participate in multi-jurisdictional regional tourism planning efforts	2017	2026	Chamber of Commerce Budget, Development Authority of Jasper County Budget, Downtown Development Authority Budget	Chamber of Commerce, Development Authority of Jasper County, Downtown Development Authority	Chamber of Commerce Budget, Development Authority of Jasper County Budget, Downtown Development Authority Budget	Continuing
Economic Development	Utilize the Future Land Use map to coordinate new economic development in appropriate area serviced by necessary facilities and services	2017	2026	\$0	Development Authority of Jasper County, Downtown Development Authority, United States Forest Service, Department of Natural Resources	N/A	Continuing
Economic Development	Actively promote and market Jasper County's economic resources through various state agencies and interstate clearinghouses	2017	2026	Chamber of Commerce Budget	Chamber of Commerce, DDA, DAJC	N/A	Continuing

Plan Element	Project Description	FY Year Initiated	Projected FY Year of Completion	Cost Estimate	Responsible Party	Funding Source	Notes
Economic Development	Seek ways to reduce the amount of retail dollars spent outside the county.	2017	2026	Chamber of Commerce Budget, Downtown Development Authority Budget, Development Authority of Jasper County Budget	Chamber of Commerce, Downtown Development Authority, Development Authority of Jasper County	Chamber of Commerce Budget, Downtown Development Authority Budget, Development Authority of Jasper County Budget	Continuing
Economic Development	Continue to invest in regional economic development initiatives.	2017	2026	Varies	BOC, Monticello City Council, Shady Dale City Council, Development Authority of Jasper County, Four County Development Authority	Local	Continuing
Economic Development	Create additional Industrial Parks as needed to support Economic Development Efforts	2017	2026	Varies according to project	Development Authority of Jasper County	State, Federal	
Housing	Encourage residential development that conserves open space and sustains rural character in accordance with the Future Land Use Plan.	2017	2026	\$0	Local, Planning & Zoning	N/A	
Housing	Host a housing fair with available resources from various organizations, realtors, banks and others	2020	2026	To be Determined	BOC, Monticello City Council, Shady Dale City Council, Housing Authority, DCA	Local	
Housing	Develop a strategic plan to work with neighborhood groups to monitor, improve, support and maintain existing neighborhoods.	2020	2026	\$0	BOC, Monticello City Council, Shady Dale City Council, DAJC, Neighborhood Groups	N/A	
Land Use	Utilize the Future Land Use Map to coordinate new development with the Comprehensive Plan.	2017	2026	\$0	Local	N/A	
Land Use	Address the Future Land Use Map every two years to ensure it reflects prevailing development patterns.	2017	2026	\$0	Local	N/A	Continuing
Natural & Cultural Resources	Actively promote the countywide tourism Plan thru marketing materials	2017	2026	Chamber of Commerce Budget	Chamber of Commerce	Local	Continuing
Natural & Cultural Resources	Promote the Countywide greenways/trails plan	2020	2026	To be Determined	BOC, Monticello City Council, Shady Dale City Council, DAJC, Neighborhood Groups	Local, DNR	

#### JASPER COUNTY BOARD OF COMMISSIONERS

#### RESOLUTION No. -2021.12.06-B

#### Annual Update of the Capital Improvements Element and Short Term Work Program for FY 2021

WHEREAS, the Jasper County Board of Commissioners has prepared an annual update to the Capital Improvements Element and Short Term Work Program for FY 2021; and

WHEREAS, the annual updates of the Capital Improvements Element and Short Term Work Program were prepared in accordance with the Development Impact Fee Compliance Requirements established by the Georgia Department of Community Affairs, and a Public Hearing was held on November 22, 2021 at the Jasper County Courthouse, 2<sup>nd</sup> Floor, Small Courtroom, in Monticello, Georgia;

BE IT THEREFORE RESOLVED, that the Jasper County Board of Commissioners does hereby submit the annual updates of the Capital Improvements Element and Short Term Work Program to the Northeast Georgia Regional Commission for review, as per the requirements of the Georgia Planning Act of 1989.

Adopted this bullday of barnber . 2021

Para

JASPER COUNTY BOARD OF COMMISSIONERS

BY:

Bruce Henry, Chairman

Sharon Robinson, County Clerk

FILED IN OFFICE THIS 8 DAY OF DEC. , 2021 AT 4PM

JASPER COUNTY SUPERIOR COURT

#### **Public Notice**

The Jasper County Board of Commissioners will conduct a Public Hearing on the following items on November 22, 2021 beginning at 6:00 P.M. in the Commissioner's Meeting Room, Suite 16, located in the Courthouse at 126 W. Greene Street, Monticello, GA 31064.

A Public Hearing will be held for an update of the FY 2021 Capital Improvements Element (CIE) and the Short Term Work Program (STWP) of Jasper County's Development Impact Fee Program as required annually by the Department of Community Affairs.

The public is invited to attend and provide comments and suggestions on the update to the CIE and STWP.

A copy of the draft of the updated FY 2021 CIE and STWP can be obtained during normal business hours, M-F 8 a.m.-5 p.m., at the BOC Office, Suite 18, at the Courthouse, obtained by email at mbenton@jaspercountyga.org or by calling the Courthouse at 706-468-4900.

<b>Business Item</b>	Business Item 8:						
Agenda Request – Jasper County BOC							
Department:							
Date:	<b>Date:</b> June 6, 2022						
Subject:	Resolution authorizing the execution of documents related to the issuance of the Jasper County Public Facilities Authority's revenue bonds, including an Intergovernmental contract with the Authority						
Summary:							
Resolution au	thorizes execution of the following documents contained in a supplemental packet:						
Intergovernm Placement Ag Custodial Agr Tax Policy	Bond Resolution Intergovernmental Contract Placement Agent Agreement Custodial Agreement Tax Policy Home Office Payment Agreement						
Background							
Revenue Bond - Jasper County Project, Series 2022 - \$7,000.000 Project – Jasper County Sheriff's Office and Jail Renovation and Addition							
Cost:							
Recommende Board Discret							

RESOLUTION AUTHORIZING THE EXECUTION, DELIVERY AND PERFORMANCE OF AN INTERGOVERNMENTAL CONTRACT AND RELATED DOCUMENTS RELATING TO THE JASPER COUNTY PUBLIC FACILITIES AUTHORITY REVENUE BOND (JASPER COUNTY PROJECT), SERIES 2022

**WHEREAS**, the Jasper County Public Facilities Authority (the "Authority") is a public body corporate and politic of the State of Georgia (the "State") created pursuant to the Jasper County Public Facilities Authority Act (Ga. L. 2020, p. 3876, et seq.), as amended (the "Act"); and

WHEREAS, the Act authorizes the Authority to (a) acquire, construct, add to, extend, improve, equip, operate, maintain, lease, and dispose of "projects" (as defined in the Act), (b) execute, with other public bodies or private persons, contracts, leases, installments sale agreements, and other agreements and instruments necessary or convenient in connection with the acquisition, construction, addition, extension, improvement, equipping, operation, maintenance, disposition, or financing of a project and (c) pay the costs of the projects with the proceeds of revenue bonds and; and

WHEREAS, "project" is defined in the Act as all buildings, facilities and equipment necessary or convenient for the efficient operation of Jasper County, Georgia (the "County") or any municipality located within the County or any department, agency, division, or commission thereof permitted by Article 3 of Chapter 82 of Title 36 of the Official Code of Georgia Annotated, known as the "Revenue Bond Law" (the "Revenue Bond Law"); and

**WHEREAS**, the County is a political subdivision of the State created pursuant to the Constitution and laws of the State; and

**WHEREAS**, Article IX, Section II, Paragraph III(a) of the Constitution of the State of Georgia authorizes any county to exercise certain powers and provide certain services, including police protection; and

**WHEREAS**, paragraph 5 of Chapter 9 of Title 36 of the Official Code of Georgia Annotated provides that it is the duty of county governing authorities to erect or repair, when necessary, their respective courthouses and jails and all other necessary county buildings and to furnish each with all the furniture necessary for the different rooms, offices, or cells; and

**WHEREAS**, the Revenue Bond Law authorizes the Authority and the County to (a) operate and maintain jails and all other structures and facilities which are necessary and convenient for the operation of jails and (b) issue revenue bonds to finance, in whole or in part, the cost of the acquisition, construction, reconstruction, improvement, betterment, or extension of any undertaking permitted by the Revenue Bond Law; 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 another county, municipality or political

subdivision or 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 to provide; and

WHEREAS, the Authority proposes to issue its Revenue Bond (Jasper County Project), Series 2022, in an original principal amount of \$7,000,000 (the "Bond") for the purpose of (a) financing all or a portion of the costs of constructing and equipping a new addition to the existing County jail (the "Project") that will be used by the County to carry out its governmental purposes and (b) paying the costs of issuing the Bond, pursuant to a resolution adopted by the Authority on June 6, 2022 (the "Bond Resolution"); and

WHEREAS, the Authority and the County propose to enter into an Intergovernmental Contract, dated as of July 1, 2022 (the "Contract"), pursuant to which the Authority will agree to issue the Bond and the County will agree to, among other things, (a) construct, equip and operate the Project, (b) pay the Authority amounts sufficient to enable the Authority to pay the debt service on the Bond (the "Contract Payments") and (c) levy an ad valorem property tax, unlimited as to rate or amount, on all property in the County subject to such tax in order to make such Contract Payments;

**WHEREAS**, the Authority and the County propose to enter into a Private Placement Agreement, dated June 6, 2022 (the "Placement Agent Agreement"), with Raymond James & Associates, Inc., as placement agent, in order to provide for the placement of the Bond; and

**WHEREAS,** the Authority and the County propose to enter into a Home Office Payment Agreement, dated as of July 1, 2022 (the "Home Office Payment Agreement"), with Webster Bank, National Association, as purchaser of the Bond; and

**WHEREAS,** the Authority and the County propose to enter into a Custodial Agreement, dated as of July 1, 2022 (the "Custodial Agreement"), with Regions Bank, as project fund custodian; and

**WHEREAS**, the County proposes to adopt a policy with respect to its debt (the "Debt Policy") to ensure post-issuance compliance with federal tax laws and federal securities laws.

### NOW, THEREFORE, BE IT RESOLVED BY THE JASPER COUNTY BOARD OF COMMISSIONERS, as follows:

- 1. <u>Bond Resolution</u>. The County acknowledges receipt of the Bond Resolution and the terms contained therein.
- 2. <u>Authorization of Contract</u>. The execution, delivery and performance of the Contract are hereby authorized. The Contract shall be in substantially the form attached hereto as Exhibit A, with such changes, insertions or omissions as may be approved by the Chairman or Vice Chairman of the County, and the execution and delivery by the Chairman or Vice-Chairman

of the Contract as hereby authorized shall be conclusive evidence of the approval of any such changes, omissions or insertions.

- 3. <u>Authorization of Placement Agent Agreement</u>. The execution, delivery and performance of the Placement Agent Agreement are hereby authorized. The Placement Agent Agreement shall be in substantially the form attached hereto as Exhibit B, with such changes, insertions or omissions as may be approved by the Chairman or Vice Chairman of the County, and the execution and delivery by the Chairman or Vice-Chairman of the Placement Agent Agreement as hereby authorized shall be conclusive evidence of the approval of any such changes, omissions or insertions.
- 5. <u>Authorization of Home Office Payment Agreement</u>. The execution, delivery and performance of the Home Office Payment Agreement are hereby authorized. The Home Office Payment Agreement shall be in substantially the form attached hereto as Exhibit C, with such changes, insertions or omissions as may be approved by the Chairman or Vice Chairman of the County, and the execution and delivery by the Chairman or Vice-Chairman of the Home Office Payment Agreement as hereby authorized shall be conclusive evidence of the approval of any such changes, omissions or insertions.
- 6. <u>Authorization of Custodial Agreement</u>. The execution, delivery and performance of the Custodial Agreement are hereby authorized and approved. The Custodial Agreement shall be in substantially the form attached hereto as Exhibit D, with such changes, insertions or omissions as may be approved by the Chairman or Vice Chairman of the County, and the execution and delivery by the Chairman or Vice-Chairman of the Custodial Agreement as hereby authorized shall be conclusive evidence of the approval of any such changes, omissions or insertions..
- 7. <u>Validation.</u> The Bond shall be validated in the manner provided in the Revenue Bond Law of the State of Georgia (O.C.G.A. Section 36-82-60, *et seq.*, as amended). The Chairman, Vice Chairman, Clerk and Assistant Clerk are hereby authorized to execute any and all documents and to take any and all actions required to validate the Bond.
- 8. <u>Ratification</u>. All actions taken by the commissioners, officers, employees and agents of the County which are in furtherance of the transactions contemplated by this Resolution are hereby ratified and affirmed.
- 9. <u>Debt Policy</u>. The Debt Policy attached hereto as Exhibit E is hereby approved.
- 10. <u>Sale of Bond.</u> The sale of the Bond to Webster Bank, National Association for 100% of par is hereby authorized.
- 11. <u>General Authority</u>. The commissioners, officers, employees and agents of the County are hereby authorized to execute any and all documents and to take any and all actions required to carry out the transactions contemplated by this Resolution.

- 12. <u>Repealing Clause</u>. All resolutions or ordinances or parts thereof of the County in conflict with the provisions contained in this Resolution are, to the extent of such conflict, hereby superseded and repealed.
- 13. <u>Effective Date</u>. This Resolution shall be effective immediately upon its adoption.

### Adopted and approved this 6<sup>th</sup> day of June, 2022.

	JASPER COUNTY BOARD OF COMMISSIONERS	
(SEAL)		
ATTEST:	By:Chairman	
Clerk		

### EXHIBIT A FORM OF CONTRACT

### EXHIBIT B FORM OF PLACEMENT AGENT AGREEMENT

### EXHIBIT C FORM OF HOME OFFICE PAYMENT AGREEMENT

### EXHIBIT D FORM OF CUSTODIAL AGREEMENT

#### EXHIBIT E DEBT POLICY

#### **CLERK'S CERTIFICATE**

STATE OF	GEORGIA

COUNTY OF JASPER

I, the undersigned Clerk of the Jasper County Board of Commissioners (the "Board") and keeper of the records and seal thereof, DO HEREBY CERTIFY that the foregoing pages of typewritten matter constitute a true and correct copy of the Resolution adopted by the Board in a meeting duly called and assembled on the 6th day of June, 2022, which meeting was open to the public and at which a quorum was present and acting throughout, and that the original of such Resolution has been duly recorded in the Minute Book of the Board, which is in my custody and control.

WITNESS my official hand and seal of the Board, this 6th day of June, 2022.

Clerk

(SEAL)

<b>Business Iten</b>	<u>19:</u>					
Agenda Request – Jasper County BOC						
Department:						
Date:	June 6, 2022					
Subject:	FY 2023 Employee Health Insurance Program Selection					
Summary:						
	lived 2 insurance renewal proposals from Tommy Hayes, MSI Benefits Group, and Kelly Fox, efits Consultants.					
	– Tommy Hayes presented their proposal on Friday, May 27, 2022 efits Consultants, Kelly Fox presented their proposal on Tuesday, May 31, 2022					
	Commissioners will need to decide on FY 2023 Employee Health, Basic Life, Dental and Vision erage and renewal rates.					
Background:						
Cost:						
Recommende Board's Disc	· · · · · · · · · · · · · · · · · · ·					



## Jasper County – Account Management Team

#### **Tommy Hayes**

Benefits Consultant thayes@msibg.com



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#### **Marie Reed**

Billing Analyst mreed@msibg.com

#### **Courtney Fox**

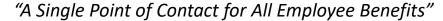
Customer Service cfox@msibg.com



MSI Benefits Group, Inc. 245 TownPark Drive, Suite 100 Kennesaw, GA 30144

> Tel: 770-425-1231 Fax: 770-425-4722 www.msibg.com







### **MSI Public Sector Clients**

### **60 Public Sector Clients and Counting! Some of our clients include:**







































## **ABA Medical Renewal – Option 1**

	i				
		Current	Renewal		
		ASSURED BENEFITS ADMINISTRATORS			
Employee	58	571.33	571.33		
Employee + Spouse	13	1,136.84	1,136.84		
Employee + Child(ren)	21	1,023.35	1,023.35		
Employee + Family	6	1,560.73	1,560.73		
Monthly Total	98	\$78,771	\$78,771		
Annual Total		\$945,249	\$945,249		
Increase Percentage		·	0.0%		
In-Network		Reference E	Based Pricing		
Deductible (Individual / Family)		\$5,000	/ \$10,000		
Coinsurance			0%		
PCP Copay		*	25		
Preventive Care			00%		
Specialist Copay		\$50			
ER Copay Urgent Copay		\$350 Copay, then Ded + Coins  Deductible + Coinsurance			
Outpatient Surgery		Deductible + Coinsurance  Deductible + Coinsurance			
Inpatient Surgery		Deductible + Coinsurance			
Out-of-pocket (Individual / Family)					
(Includes Deductible)		\$8,150 / \$16,300			
Prescription					
L	evel 1	\$	15		
L	evel 2	\$-	40		
	evel 3	\$70			
L	evel 4	·	\$210		
<b>5</b>			eductions (26)		
Employee . Species		15.00	15.00 133.92		
Employee + Spouse		133.92			
Employee + Child(ren)		82.81	82.81		
Employee + Family		203.67	203.67		
Monthly Total		\$78,771	78,770.79		
Annual Total		\$945,249	945,249.48		
Monthly Net Total		\$73,199	73,198.80		
Annual Net Total		\$878,386	878,386		
Percentage of Change			0.00%		
Annual Budget Differe	ence:		\$0		

- The County received a flat renewal from Assured Benefit Administrators.
- Current plan design includes an HRA fund for last \$3,500 of member's deductible as well as \$3,150 remaining coinsurance cost.
- No network under Assured Benefit Administrators plan uses "Reference-Based Pricing" to pay claims to health providers.
- What is "RBP"? it is a mechanism used by a TPA (Assured Benefits Administrators) for repricing health care claims based on a factor of Medicare reimbursements.
- Members can be at risk of being balanced billed on Reference-Based Pricing plan design.



# **Aetna Proposal – Option 2**

		<b>⇔</b> aetna <sup>™</sup>	
Employee	58	526.90	
Employee + Spouse	13	1,048.44	
Employee + Child(ren)	21	943.77	
Employee + Family	6	1,439.36	
Monthly Total	98	\$72,645	
Annual Total		\$871,743	
Increase Percentage		-7.8%	
L L	evel 1 evel 2 evel 3	OA POS \$5,000 / \$10,000 70% \$25 100% \$50 \$350 + 30% Coinsurance \$100 Deductible + Coinsurance Deductible + Coinsurance \$8,150 / \$16,300 \$15 \$40 \$70	
L	evel 4	\$100 Bi-Weekly Deductions (26)	
Employee		13.83	
Employee + Spouse		123.51	
Employee + Child(ren)		76.37	
Employee + Family		187.83	
Monthly Total		\$72,645	
Annual Total		\$871,743	
Monthly Net Total		\$67,507	
Annual Net Total		\$810,078	
Percentage of Change		-7.8%	

- Aetna option includes \$100 copay for Urgent Care compared to Deductible + Coinsurance with current plan.
- Emergency Room coverage is \$350 copay plus 30%, compared to current plan with \$350 copay plus full deductible then coinsurance.
- More seamless HRA administration through Aetna affiliate PayFlex.
- CVS Minute clinics are covered at 100%
- Includes Attain fitness app employees can use to earn an Apple Watch and gift cards.
- Medical rates assume dental/vision bundle

Annual Budget Difference:

-\$68,307



# **United Healthcare Proposal – Option 3**

		United Healthcare
Employee	58	535.86
Employee + Spouse	13	1,294.63
Employee + Child(ren)	21	967.31
Employee + Family	6	1,783.26
Monthly Total	98	\$78,923
Annual Total		\$947,078
Increase Percentage		0.2%
L	.evel 1 .evel 2 .evel 3	Choice Plus \$5,000 / \$10,000 70% \$25 100% \$50 \$350 \$100 Deductible + Coinsurance Deductible + Coinsurance \$8,150 / \$16,300
L	evel 4	\$150
Employee		Bi-Weekly Deductions (26)
Employee		14.07
Employee + Spouse		152.51
Employee + Child(ren)		78.28
Employee + Family		232.71
Monthly Total		\$78,923
Annual Total		\$947,078
Monthly Net Total		\$73,085
Annual Net Total		\$877,014
Percentage of Change		-0.2%

- UHC has a flat \$350 copay for ER compared to current plan with \$350 copay plus deductible and coinsurance.
- \$0 Virtual visits
- Includes Real Appeal weight loss program
- Medical rates assume dental/vision bundle

Annual Budget Difference:

-\$1,371

## **Humana Proposal**

		Humana.
Employee	58	601.76
Employee + Spouse	13	1,203.53
Employee + Child(ren)	21	1,143.35
Employee + Family	6	1,925.65
Monthly Total	98	\$86,112
Annual Total		\$1,033,347
Increase Percentage		9.3%
1	Level 1 Level 2 Level 3 Level 4	OA NPOS \$5,000 / \$10,000 70% \$25 100% \$50 \$350 \$100 Deductible + Coinsurance Deductible + Coinsurance \$8,550 / \$17,100 \$15 \$35 \$55 25% Coinsurance
		Bi-Weekly Deductions (26)
Employee		15.80
Employee + Spouse		141.78
Employee + Child(ren)		92.52
Employee + Family		251.29
Monthly Total		\$86,112
Annual Total		\$1,033,347
Monthly Net Total		\$79,902
Annual Net Total		\$933,825
Percentage of Change		6.3%

- Includes \$25,000 administrative services discount on second invoice. This has been factored into Annual Net Total.
- Proposals also received from Anthem BCBS and Cigna were not competitive.

Annual Budget Difference:

\$55,440



# **Dental Renewal / Proposals**

	Humana.			<b>⇔</b> aetna <sup>*</sup>	United Healthcare	
Coverage	Current		Renewal	Proposed	Proposed	
Employee	48	28.76	30.91	28.29	33.46 66.93	
Employee + Spouse	11	57.53	61.83	56.59		
Employee + Child(ren)	10	73.35	78.83	72.15	85.34	
Employee + Family	12	102.11	109.75	100.44	118.80	
Monthly Total	81	3,972.13	4,269.11	3,907.19	4,621.31	
Percent of Change			7.5%	-1.6%	16.3%	
Deductible	\$50 Individual (\$150 Family)		\$150 Family)	\$50 (\$150 Family)	\$50 (\$150 Family)	
Preventative Services	100%		%	100%	100%	
Basic Services	50%		%	80%	80%	
Major Services	50%		50%	50%		
Annual Maximum Benefit		\$1,500 + 30%		\$1,500	\$1,500	
Out-of-Network Reimbursement		U&C 9	90th	U&C 90th	U&C 90th	
	EMPLOYEE BI-WEEKLY DEDUCTIONS					
Employee	48	13.27	14.27	13.06	15.44	
Employee + Spouse	11	26.55	28.54	26.12	30.89	
Employee + Child(ren)	10	33.85	36.38	33.30	39.39	
Employee + Family	12	12 47.13 50.65		46.36	54.83	

<sup>-</sup> Dental is 100% voluntary (employee paid)



# **Vision Renewal / Proposals**





				9		
		Current/Renewal	Proposed	Proposed		
Employee Only 29		9.05	7.78	8.93		
Employee + Spouse	11	18.11	14.17	17.88		
Employee + Child(ren)	2	17.20	14.91	16.98		
Employee + Family	12	27.04	21.93	26.69		
Percent Change:			-17.8%	-1.3%		
<u>IN-NETWORK</u>						
Routine Eye Exam		\$10 Copay	\$10 Copay	\$10 Copay		
		(1 per 12 months)	(1 per 12 months)	(1 per month months)		
Eyeglass Frames		\$130 Allowance	\$160 Allowance	\$150 Allowance		
		20% off remaining amt	20% off remaining			
		(1 per 24 months)	(1 per 24 months)	(1 per 24 months)		
Eyeglass Lenses		Every 12 months	Every 12 months	Every 12 months		
Standard Plastic Single		\$15 Copay	\$10 Copay	\$10 Copay		
Standard Plastic Bifocal		\$15 Copay	\$10 Copay	\$10 Copay		
Standard Plastic Trifocal		\$15 Copay	\$10 Copay	\$10 Copay		
Contact Lenses		Every 12 months	Every 12 months	Every 12 months		
		BI-WEEKLY DEDUCTIONS				
Employee Only	29	4.18	3.59	4.12		
Employee + Spouse	11	8.36	6.54	8.25		
Employee + Child(ren)	2	7.94	6.88	7.84		
Employee + Family 12		12.48	10.12	12.32		

<sup>-</sup> Vision is 100% voluntary (employee paid)



### **Life & Disability**

BASIC LIFE & AD&D INSURANCE
Basic Life Insurance Amount:
Reduction Schedule:
Projected Volume:
Covered Lives:
Rate Guarantee:
Monthly Premium:
Annual Premium:

Current	Renewal				
Humana.					
\$25,000	\$25,000				
35% at age 65 / 50% at age 70	35% at age 65 / 50% at age 70				
\$2,860,000	\$2,860,000				
110	110				
7/1/2022	7/1/2022				
\$743.60	\$829.40				
\$8,923	\$9,953				
Percentage Change:	11.5%				

OneAmerica®
\$25,000
35% at 70 and then 55% at age 75
\$2,860,000
110
7/1/2025
\$500.50
\$6,006
-32.7%

Proposed

- The County would save approximately \$4,000 a year by changing its basic life carrier from Humana to OneAmerica while keeping same life insurance benefit.
- OneAmerica also offers competitive voluntary term life insurance for employees with a Guaranteed Issue (no health questions) of \$150,000 for employees at initial enrollment.
- Voluntary Short-Term Disability very competitive and lower cost for employees to current TransAmerica coverage.

# Summary

	Annual Premium/ Cost	Employee Cost	EE Net % Increase	Net Annual Cost	County Net % Increase	Annual Budget Difference
MEDICAL						
Current	\$945,249	\$66,864		\$878,386		
ABA Renewal - Option 1	\$945,249	\$66,864	0.00%	\$878,386	0.00%	\$0
Aetna Proposal - Option 2	\$871,743	\$61,664	-7.78%	\$810,078	-7.78%	-\$68,307
UHC Proposal - Option 3	\$947,078	\$70,063	4.79%	\$877,014	-0.16%	-\$1,371
DENTAL						
Humana - Current	\$47,666	47,666		\$47,666		\$0
Humanta - Renewal	\$51,229	\$51,229	7.48%	\$51,229	0.00%	\$0
Aetna	\$46,886	46,886	-1.63%	\$46,886	0.00%	\$0
UHC	\$55,456	55,456	16.34%	\$55,456	0.00%	\$0
VISION						
Humana - Current	\$9,846	9,846		\$9,846		
Humana - Renewal	\$9,846	9,846	0.00%	\$9,846	0.00%	\$0
Aetna	\$8,094	8,094	-17.80%	\$8,094	0.00%	\$0
UHC	\$9,719	9,719	-1.30%	\$9,719	0.00%	\$0
BASIC LIFE						
Humana - Current	\$8,923	\$0	0.00%	\$8,923		
Humana - Renewal	\$9,953	\$0	0.00%	\$9,953	11.54%	\$1,030
OneAmerica	\$6,006	\$0	0.00%	\$6,006	-32.69%	-\$2,917



Jasper BOC	<u>2021</u>					
2022-2023 RENEWAL COMPARISON	<u>Currrent</u>	Renewal				<u>Recommendation</u>
Broker: Kelly Fox  Broker: Kelly Fox	ASSURED BENEFITS ADMINISTRATORS	ASSURED BENEFITS ADMINISTRATORS	ASSURED BENEFITS ADMINISTRATORS	United Healthcare	<b>⇔</b> aetna°	<b>⇔</b> aetna®
	RBP	RBP	Cigna PPO	UHC Choice Plus POS/PPO	AFA CPOS II	AFA CPOS II
COVERAGE	Broker Compensation: 6%	Broker Compensation: 6%	Broker Compensation: 6%	Broker Compensation: 5.26%	Broker Compensation: \$32 PEPM	Broker Compensation: \$32 PEPM
Plan Type	Level Funded	Level Funded	Level Funded	Fully Insured	Level Funded	Level Funded
Deductible (Actual/Emp Resp.)	\$5,000 \$1,500	\$5,000 \$1,500	\$5,000 \$1,500	\$5,000 \$1,500	\$5,000 \$1,500	\$5,000 \$1,500
Co-insurance (Actual/Emp Resp.)	70%/%0	70%/%0	70%/%50	70%/%50	80%/%50	100%/50%
Out of Pocket (Actual/Emp Resp.)	\$8,150/\$1,500	\$8,150/\$1,500	\$8,150/\$1,500	\$8,150/\$1,500	\$7,500/\$1,500	\$7,150/ \$1,500
Primary/Specialist Co-Pay	\$25/\$50	\$25/\$50	\$25/\$50	\$25/\$50	\$40/\$80	\$35/\$70
Emergency Room	\$350 / DED / COINS	\$350 / DED / COINS	\$350 / DED / COINS	\$350	\$500	\$500
Prescription Card	\$15/\$40/\$70	\$15/\$40/\$70	\$15/\$40/\$70	\$10/\$35/\$75/\$150	\$3/\$10/\$50/\$80/20% up to \$250	\$3/\$10/\$50/\$80/20% up to \$250
	Tier 4 Rx: DED then 70%	Tier 4 Rx: DED then 70%	Tier 4 Rx: DED then 70%		40% up to \$500	40% up to \$500
MONTHLY MEDICAL COST:						
Montly Medical Rate: PP Deduction	99 Insured/ 4 Medicare	95 Insured/ 4 Medicare	98 Insured/ 4 Medicare	98 Insured/ 4 Medicare	98 Insured/ 4 Medicare	98 Insured/ 4 Medicare
Employee (58)/\$15.00	\$571.33	\$526.76	\$530.00	\$525.53	\$509.61	\$529.02
Employee/Spouse (13)/\$133.92	\$1,136.84	\$1,048.15	\$1,055.00	\$1,271.78	\$1,109.82	\$1,153.82
Employee/Child(ren) (21)/\$82.81	\$1,023.35	\$943.52	\$950.00	\$949.12	\$1,034.79	\$1,075.70
Family (6)/\$203.67	\$1,560.73	\$1,438.98	\$1,450.00	\$1,750.81	\$1,585.00	\$1,648.46
Total Monthly Premium	\$78,381.82	\$72,625.77	\$73,105.00	\$77,450.00	\$75,225.63	\$78,163.28
Total Monthly Cost to County	\$66,562.10	\$61,133.45	\$61,612.68	\$65,957.68	\$63,733.31	\$66,670.96
Total Annual Cost to County	\$798,745.20	\$733,601.40	\$739,352.16	\$791,492.16	\$764,799.72	\$800,051.52
Annual Savings VS Current	\$20,386.32	\$65,143.60	\$59,393.04	\$7,253.04	\$33,945.48	\$1,306.32 Increase
HRA Expense (Based 12 Month History)	\$40,176	\$32,556/ \$40,000	\$32,556/\$40,000	\$32,556/ \$40,000	\$32,556/ \$40,000	\$32,556/ \$25,000
Medicare Expense	\$14,270.40	\$9,102.00	\$9,102.00	\$9,102.00	\$9,102.00	\$9,102.00
Annual Basic Life Expense \$25,000 Per Employee	\$9,135.84 Humana	\$7,476.60 Equitable	\$7,476.60 Equitable	\$8,120.12 UHC	\$7,476.60 Equitable	\$7,476.60 Equitable
Bundle Savings	NA	NA	NA	(\$7,056.00) \$3 Dental/\$2 Vision/\$1 Life	(\$22,567.68) Dental and Vision 2.5%	(\$23,448.96) Dental and Vision 2.5%
Admin Credit	NA	NA	NA	NA	\$12,000 Admin Credit/ \$7,500 Surplus	\$12,000 Admin Credit/ \$7,500 Surplus
Total Annual Cost to County	\$862,327.44	\$790,180.00	\$795,930.56	\$841,658.28	\$786,810.64	\$806,181.16
Total Annual Savings	<u>NA</u>	<u>\$72,147.44</u>	<u>\$66,396.88</u>	<u>\$20,669.16</u>	<u>\$75,516.80</u>	\$56,146.28

### Humana





			EQUITABLE	• 4 4 4 1 1 4
2022-2023	GA TRP U&C 14 100/80/50 In 100/80/50 Out			PPO Max
DENTAL COVERAGE	Curren	nt Plan		
	1		4	1
Single Deductible	\$5	0	\$50	\$50
(waived on Preventive)				
Co-insurance (Prev/Basic/Major)	100/80/50		100/80/50	100/80/50
Endo/Perio	Basic		Basic	Major
Waiting Period	None		None	12 month - Major
Annual Maximum	\$1,500		\$1,750	\$1,500
Monthly Premium	Current	Renewal		
Employee (48)	\$28.76	\$30.91	\$27.82	\$22.00
Employee + Spouse (11)	\$57.53	\$61.83	\$55.65	\$43.00
Employee + Child(ren) (10)	\$73.35	\$78.83	\$70.95	\$59.60
Family (12)	\$102.11	\$109.75	\$98.77	\$80.60
Total Monthly Premium	\$3 972 13	\$4 269 11	\$3.842.25	\$2 125 00

Total Monthly Premium \$3,972.13 \$4,269.11 \$3,842.25 \$2,125.00

Please note: This information is provided for information purposes only and not intended for use as a contract.

### Humana





EQUITABLE				
2022-2023	Humana Visi	on 160		Premier
VISION COVERAGE	Current P	lan		
Exam (In/Out)	10/Up to	\$30	\$10/Up to \$45	\$10
Frames (In/Out)	\$160 allowance/20% off b	palance over \$160	\$150 allowance 20% off over allowance	\$130 allowance 20% off over allowance
			/Up to \$70	
Standard Plastic Lenses (In/Out)				
Single Vision	\$10/Up to	\$25	\$0/Up to \$30	\$10
Bifocal	\$10/Up to	\$40	\$0/Up to 50	\$10
Trifocal	\$10/Up to	\$60	\$0/Up to \$65	\$10
Lenticular	\$10/Up to \$100		\$0/Up to \$100	\$10
Contact Lenses (In/Out)	\$160 allowance, 15%	off balance	\$150 allowance/Up to \$105	\$115 allowance 15% off over allowance
	over \$160/\$128 a	allowance		
Frequency				
Exam	Once every 12 months		Once every 12 months	Once every 12 months
Lenses or contact lenses	Once every 12 months		Once every 12 months	Once every 12 months
Frame	Once every 24 months		Once every 24 months	Once every 24 months
Monthly Premium				
Employee (43)	\$9.05	\$9.05	\$7.69	\$6.90
Employee + Spouse (9)	\$18.11	\$18.11	\$15.39	\$13.12
Employee + Child(ren) (7)	\$17.20	\$17.20	\$14.62	\$13.82
Family (9)	\$27.04	\$27.04	\$22.98	\$20.31
Total Manthly Duantium	Ć01F 00	Ć01E 00	¢770.24	¢c04.24

Total Monthly Premium \$915.90 \$915.90 \$778.34 \$694.31





Life Rate:	Current:	<b>\$0.26</b>	Renewal	\$0.29
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Business Item 10:			
Agenda Request – Jasper County BOC			
Department:			
Date:	June 6, 2022		
Subject:	Curbside Contract Discussion		
<b>Summary:</b>			
Discussion Ne	eeded		
Background:			
g. v			
Cost:			
<b>Recommended Motion:</b>			

Business Item 11:			
Agenda Request – Jasper County BOC			
Department:			
Date:	June 6, 2022		
Subject:	FY 2023 Budget Line Item Cuts Considerations		
Summary:			
Additional FY	2023 Budget Line Item Cuts to be provided for Consideration		
Background:			
Cost:			
Recommende	d Motion:		

Business Item 13:  Agenda Request – Jasper County BOC			
Date:	June 6, 2022		
Subject:	Schedule Work Sessions and Called Meetings as Needed		
Summary:			
Background	<b>:</b>		
Cost:			
Recommend	ed Motion:		