

**BOARD OF COUNTY COMMISSIONERS
JASPER COUNTY, GEORGIA
REGULAR MEETING AGENDA
****LARGE COURTROOM – SECOND FLOOR****
MONTICELLO, GEORGIA
January 9, 2023
6:00 p.m.**

***** The meeting will be live streamed Via Facebook on the Jasper County Georgia Facebook Page.**

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

II. Pledge of Allegiance –

III. Invocation – District 4

IV. Approval of Agenda

V. Consent Agenda –

1. Approval of Minutes:
 - November 21, 2022 - Called Meeting Minutes
 - December 5, 2022 – Regular Meeting Minutes
 - December 16, 2022 – Called Meeting Minutes

2. Check Register – Check #'s **66367-66659**

VI. Public Hearing

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

1. A public hearing will be held for an amendment to Part II – Code of Ordinances, Chapter 105, Article II., Sec. 105-28 and Part II – Code of Ordinances, Chapter 105, Article VI. subsection 105-160. Both code sections are regarding divisions of land under the Minor Subdivision (aka Minor Plat) regulations.

VII. Presentations/Delegations

(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****Appointments**

1. Appointment of Chairman
2. Appointment of Vice-Chairman
3. Appointment of County Attorney
4. Appointment of County Clerk

Business Items:

1. Judicial Alternatives of Georgia Probation Services Agreement for Magistrate Court
2. Minor Plat Division – Approval Process
3. R-2 Zoning District Discussion
4. Resolution Calling for an Election to Impose a County Special Purpose Local Option Sales Tax
5. Crack Sealing Bids Approval – Post Rd Sections 1, 2 & 3
6. Senior Center 2009 Ford E-350 Van Condition and Status Update
7. Amended Recreation Board Bylaws - Adoption
8. Schedule Work Sessions and Called Meetings As Needed

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)

XIV. Adjournment

Consent Agenda – Item 1:

Agenda Request – Jasper County BOC

Department: Board of Commissioners

Date: January 9, 2023

Subject: Approval of Minutes

Summary:

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

- November 21, 2022 - Called Meeting Minutes
- December 5, 2022 – Regular Meeting Minutes
- December 16, 2022 – Called Meeting Minutes

Background:

Cost: \$0

Recommended Motion:

Approve minutes for:

- November 21, 2022 - Called Meeting Minutes
- December 5, 2022 – Regular Meeting Minutes
- December 16, 2022 – Called Meeting Minutes

Jasper County Board of Commissioners
November 21, 2022
Regular Meeting Minutes
7:00 P.M.

Chairman Henry called the meeting to order at 9:00 a.m.

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

Staff: Mike Benton, County Manager, Larissa Ruark, Chief Accounting Officer, and David Ozburn, County Attorney.

Pledge of Allegiance:

Invocation: Commissioner Sheila Jones

Agenda Approval: Commissioner Jernigan motioned to approve the agenda with the suggested change of adding HOST. Commissioner Ledford seconded the motion, passed unanimously.

Consent Agenda: None

Public Hearings: None

Presentations/Delegations

Citizens Comments: None

County Commissioner's Items

Commissioner Ledford- None

Commissioner Stunkel- None

Commissioner Jernigan- None

Commissioner Jones- None

Chairman Henry- None

Business Items:

1. **SPLOST Discussion-** Chairman Henry stated that the County is suggesting that we keep the current allotments for the SPLOST Jasper County- 78%, City of Shady Dale 3%, & City of Monticello 19%. With an IGA we can collect for six years. Each government will need to present their projects. The county will put 100% of theirs towards Roads and Bridges.

Two projections were considered:

Last 24 months average with 5% escalator 72 Months Total Projected Revenue \$10,465,570

Last 36 months average with 5% escalator 72 Months Total Projected Revenue \$9,387,614

Mike Benton stated that the total collection for 54 months is \$6,003,747. With an IGA there is no cap. Mr. Benton discussed the timeline for the deadline to get the information to the Election Superintendent. January 6th is the most critical timeline to get everything to the Election Superintendent.

Commissioner Stunkel motioned to set the SPLOST amount to \$9million. Commissioner Jernigan seconded the motion, passed unanimously.

2. **HOST as an Alternative to LOST-** County Attorney David Ozburn explained to all three entities how HOST works. This tax relief is applied to homesteaded properties. Cities do not get the relief however the residents in the city would receive the relief. The funds are not shared.

Commissioner Stunkel stated that he would like to see all entities come together with open negotiations.

Commissioner Ledford motioned to move forward with looking into HOST as an alternative to LOST. Commissioner Jernigan seconded the motion, passed unanimously.

County Attorney Items: None

County Manager Update: None

Executive Session: None

Adjourn:

Commissioner Jernigan motioned to adjourn the meeting at 6:59 p.m. Commissioner Ledford seconded the motion, passed unanimously.

Bruce Henry, Chairman

Sharon Robinson, Clerk

Jasper County Board of Commissioners
December 5, 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, Gerald, Stunkel, Vice-Chairman, Don Jernigan, Sheila Jones and Steven Ledford.

Staff: Mike Benton, County Manager, Sharon Robinson, County Clerk, Larissa Ruark, Chief Accounting Officer, and David Ozburn, County Attorney.

Pledge of Allegiance:

Invocation: Commissioner Bruce Henry

Agenda Approval: Commissioner Ledford motioned to approve the agenda with suggested changes of item# 1 to the last item. Commissioner Jernigan seconded the motion, passed unanimously.

Consent Agenda:

Commissioner Jones motion to approve the minutes for:

- October 28, 2022 – Called Meeting Minutes
- November 7, 2022- Regular Meeting Minutes

Commissioner Ledford seconded the motion, passed unanimously.

Commissioner Ledford motioned to approve Check #s **66105-66366**. Commissioner Stunkel seconded the motion, passed unanimously.

Public Hearings: Commissioner Stunkel motioned to go into Public Hearing at 6:03 p.m. Commissioner Jernigan seconded the motion, passed unanimously.

1. Minor Plat Approval- Parcel 046 063- Jordan Road

Judy Johnson (P&Z Director) stood before the board to present the request for the Special Use Permit, 2022-SU-003.

Case Number: MP22-026

Location: Jordan Road (parent parcel has road frontage on both Jordan and Goolsby Roads)

Map & Parcel: 046 063

Petitioner: David Curry & Stacy Brownlee

Commissioner District: 3 (Three)

Acreage: 37.93 acres total

Zoning: AG (Agricultural)

The request is to subdivide an existing 37.93-acre tract into 2 parcels of 18.97 acres each, one with 391.81 feet of road frontage and the other with 371.53 feet of road frontage.

For:

David Curry- Stated that he is in favor of the split of this land because it exceeds all of the county standards.

Opposed:

None

Commissioner Stunkel motioned to close the Public Hearing at 6:09 p.m. Commissioner Jernigan seconded the motion, passed unanimously.

Presentations/Delegations

CGEMC- Fiber Internet Project Update- Hershel Arant presented updates regarding the fiber internet project. He stated that as of late October the fiber has been lit and there are areas in the county that are ready for the internet. He explained that once the residents receive the orange hangtag they will be ready for the final step of the installation. Mr. Arant also answered a few questions from the audience.

Citizens Comments:

Rob Alexander (Hillsboro): Mr. Alexander spoke out against the R2 zoning decision made at an earlier meeting. He addressed Commissioner Jernigan about an alleged comment made over the phone. He stated that the roads are inadequate and the roads department is inadequate.

Gail Harrell (Monticello): Ms. Harrell stated that she wanted to go on record that she was speaking as a citizen and not the mayor tonight. She spoke in favor of the R2 zoning. She stated that she believes there is room for compromise.

Jamie Harrell (Liberty Church Road): Mr. Harrell stated that he lives in North Jasper and is against the R2 zoning. He stated that he likes to think about the strategy. He stated he thinks the commissioners need to take a step back until after the land use map is updated. He suggested some frameworks for the county to consider.

Katherine Alexander (Hillsboro): Ms. Alexander talked about the schools being full already. She stated that when we increase home out taxes will have to increase. She stated that in her opinion EMS is inadequate. She stated that low-income housing will push us towards what Henry County is.

Cathy Benson (Monticello): Ms. Benson addressed Commissioner about Short-term rentals. She stated that Jackson and Covington is right around the corner for any one that needs a short-term rental. Ms. Benson accused that the commissioners have stolen her voice.

Mary Patrick (Monticello): Ms. Patrick discussed the R2 zoning. She stated that the schools are full and we can't keep the landfill open. She also talked about short-term rentals and no code-enforcement on the weekend. She talk about the Redevelopment Tax Incentive from her understanding.

Linda Rudolph (Concord Road): Ms. Rudolph ask the commissioners about where they live. She addressed her opinion about the R2 zoning.

James Belcher (Hillsboro): Mr. Belcher stood in support of the R2 zoning. He stated that the county will always be rural but growth is inevitable. He stated that businesses will not locate here without adequate housing for their employees. He did address the fact that not everyone have the same view as the people who oppose the R2 zoning.

Frank Pfirman (Off Liberty Church): Mr. Pfirman stated that we have to be smart about growth. He stated that when he can't take care of his property he will move.

Vickie Wheeler (Monticello): Ms. Wheeler stated that she would not live in senior living. She wants to keep the county rural. She stated that if "these people" can't live in a rural area they need to move somewhere else. She stated that she heard that Commissioner Stunkel said he didn't care what the majority say.

Jimmy Wheeler (Monticello): Mr. Wheeler stated that he moved here to escape high density. He stated that he don't want to see a subdivision next to his property. He stated that we don't need those kinds of houses or the kinds of people who are going to live in those houses down here. He stated that "We are not of that clan. We are independent people and don't want to support anybody else".

Jason Bunn (Benton Road): Mr. Bunn stated that he is new to the county. Changing rules for developers is what he ran from.

John Henderson (Herds Creek Road): Mr. Henderson stated that he is opposed to the R2 zoning. He noted that small lots will struggle with septic and wells. More money would be needed to accommodate this. With more people there will be more crime. He stated that he is not accusing anyone of anything but it appears that there was something underhanded was going on.

Connie Hollis (North Jasper County): Ms. Hollis stated that she pays some of the highest taxes in the county. She noted that she sent emails to all of the commissioners and only received one back. She said it looks like the board is trying to appease builders to come to our county, the landfill stays closed all of the time. She stated that don't want to downsize. She wants to stay on her property.

Ronnie Payne (212 East): Mr. Payne stated that the essential services can't be paid for by the tax digest. We have no infrastructure.

Ronald Lawrence (105 Benton Road): Mr. Lawrence stated that he moved here because it is rural. He mentioned some past Clayton County Commissioners. He suggested that Commissioner Stunkel "come out as a Democrat in the next election". He stated that "they give some flunky a loan on the houses, foreclose on it, put section 8 in and bring the Democrat votes where they want them". He stated that the commissioners are trying to bring democratic votes in with the cheap housing. He stated that he moved here because this is a red county.

John Yates (Cedar Creek Drive): Mr. Yates stated that he moved here to get away from growth. Don't grow for growth sake.

County Commissioner's Items

Commissioner Ledford- Commissioner Ledford thanked everyone for coming out to the meeting.

Commissioner Stunkel- Commissioner Stunkel thanked everyone for coming out as well. He made clear items where he was misquoted by the Tax Payer Dog Watch Group. He gave the time stamp and read what he said.

Commissioner Jernigan- Commissioner Jernigan thanked everyone that came out. He mentioned that we have to look out for all the citizens of the county. He stated that if he did not want anyone living next to him, he would buy the acreage necessary to make that happen.

Commissioner Jones- Commissioner Jones stated that being Democratic has nothing to do with decisions that are being made for all of the county. She made clear that District One is part of the county as well. She stated that it's about ALL of the citizens. She stated that we as a county have to come together. She noted that she will continue to make the best decisions for the county as a whole.

Chairman Henry- Nothing

Business Items:

Item 1: Board of Assessors Appointment: Commissioner Jernigan motioned to reappoint Jim Stansell to the Position 1 of the Board of Assessors with his term ending January 3, 2026. Commissioner Stunkel seconded the motion, passed unanimously.

Item 2: Environmental Health Annual Food Service Inspection Fees- Approval: Mr. David Mercer with the Jasper County Health Department. He stated that they are here to request approval of the new Food Service fee schedule. Mr. Rick Craft Deputy Director of Environmental Health presented the new cost to the board along with the growth that has happened. Mr. Craft also gave examples of how fees are determined.

Commissioner Stunkel motioned to approve the Environmental Health Annual Food Service Inspection Fee Schedule as presented. Commissioner Ledford seconded the motion, passed 4-0 (Commissioner Jernigan abstained as he serves on the Health Board).

Item 3: Alcohol License Renewals:

- **Tyson's Country Store, Application number 2023-A-001** located at 22044 Hwy 11 North., Monticello, GA 31064. Name of applicant: Lisa Whitaker Wilkerson – Retail sales of beer and wine – Renewal – Commissioner Ledford motioned to approve the alcohol renewal. Commissioner Stunkel seconded the motion, passed unanimously.
- **Frank's Restaurant, Application number 2023-A-002** located at 11818 Hwy 212 West Covington, GA 30014. Name of applicant: Vivian Castellana Fuller – Pouring license for distilled spirits, beer, and wine. – Renewal – Commissioner Jones motioned to approve the alcohol renewal. Commissioner Ledford seconded the motion, passed unanimously.
- **Lakeview Marina, Application number 2023-A-003** located at 8726 Jackson Lake Road Monticello, GA 31064. Name of applicant: Shabanali Jabbarcheloei – Retail sales of beer and wine – Renewal – Commissioner Jernigan motioned to approve the alcohol renewal. Commissioner Ledford seconded the motion, passed unanimously.
- **Lakeview Restaurant, Application number 2023-A-004** located at 8726 B Jackson Lake Road Monticello, GA 31064. Name of applicant: Shabanali Jabbarcheloei – Pouring license for distilled spirits, beer, and wine. – Renewal - Commissioner Jernigan motioned to approve the alcohol renewal. Commissioner Ledford seconded the motion, passed unanimously.
- **Convenience Stores, Inc dba Larry's 4-Way, Application number 2023-A-005** located at 9160 Hwy 212 West Monticello, GA 31064. Name of applicant: Joann Hedrick – Retail sales of beer and wine. – Renewal – Commissioner Jones motioned to approve the alcohol renewal. Commissioner Jernigan seconded the motion, passed unanimously.
- **Turtle Cove POA, Application number 2023-A-006** located at 222 Clubhouse Drive Monticello, GA 31064. Name of applicant: David Michael Levee – Pouring license for distilled spirits, beer, and wine. – Renewal – Commissioner Jernigan motioned to approve the alcohol renewal. Commissioner Jones seconded the motion, passed unanimously.
- **Sac O Suds, Application number 2023-A-008** located at 54 Hwy 16W Monticello, GA 31064. Name of applicant: Cholista Owens - Retail sales of beer and wine – Renewal - Commissioner Ledford motioned to approve the alcohol renewal. Commissioner Jernigan seconded the motion, passed unanimously.
- **Shane One Stop, Application number 2023-A-009** located at 8541 GA Hwy 142 Shady Dale, GA 31085. Name of applicant: Gautamkumar P. Patel - Retail sales of beer and wine – Renewal - Commissioner Jernigan motioned to approve the alcohol renewal. Commissioner Jones seconded the motion, passed unanimously.
- **Hillsboro Mini Mart, Application number 2023-A-012** located at 1750 Hwy 11 S, Hillsboro, GA 31038. Name of applicant: Nizamuddin Kalya - Retail sales of beer and wine – Renewal - Commissioner Jernigan motioned to approve the alcohol renewal. Commissioner Jones seconded the motion, passed unanimously.

Item 4: Minor Plat Approval- Parcel 046 063- Jordan Road: Ms. Judy Johnson presented the request to the board. She stated that it meets all of the zoning requirements and was approved by the Zoning Commission unanimously.

Commissioner Jernigan motioned to approve the Minor Plat division for Parcel 046 063. Commissioner Jones seconded the motion, passed unanimously.

Item 5: Ordinance Amendment Discussion- Parcel Division Approval Process: Ms. Johnson stated that there was a request that came in regarding a recent ordinance amendment regarding the parcel division approval process specific to minor plats.

Commissioner Henry stated that he thinks up to three plats the P&Z director should be able to make those decisions.

Commissioner Stunkel motioned to have P&Z staff to draft a change to the Parcel Division Approval Process and send it back to the P & Z Board for approval. Commissioner Ledford seconded the motion, passed unanimously.

Item 6: Ordinance Amendment Discussion- R2 Zoning- Lot Size- Development Density: Ms. Johnson stated that a request has been made to staff to have the BOC and the Planning & Zoning Commission revisit the recent ordinance amendment regarding minimum lot size and house size in general and specific to modifying the R-2 zoning district. Staff is requesting direction.

Commissioner Henry stated that it passed at the November 7th meeting. He stated that he had not heard of reducing the lot size.

Commissioner Stunkel disagreed and reminded Commissioner Henry that he mentioned the reduction in lot sizes at two separate meetings.

Mr. Henry stated that he don't think the decision was open.

Commissioner Henry made a motion to readdress the R2 zoning. Commissioner Ledford seconded the motion.

The motion was withdrawn.

Commissioner Stunkel suggested having a first meeting between the BOC and P&Z Board for an open discussion of what the possibilities are.

Item 7: Ordinance Amendment Discussion- Short Term Rentals: Ms. Johnson stated that on September 12, 2022 the Ordinance was updated to add a definition for Short Term Rentals; however, the Board did not consider to add it to the Use Table in the Zoning Ordinance which means it is a prohibited use. There have been a request to go back to revisit the item.

Commissioner Ledford stated that a resident approached him about short term rentals in a certain areas.

Commissioner Henry stated he does not believe there was any interest in revisiting the subject.

No action or discussion was made.

Item 8: Community Redevelopment Tax Incentive Program Discussion: Commissioner Stunkel stated that in February 2021 staff (former P&Z) and council was instructed to work on code and it seemed to be dropped with the exit of the former director.

Angela Walsh (Tax Commissioner) stated that we would need to make sure the tax is for residential properties.

Ms. Judy Johnson stated that the tax cannot be applied to a primary residential home. The tax can be applied to landlord owned property. The process would start through Code Enforcement. The ordinance would spell out each step that it have to take

Item 9: Software- Online Permitting and Work Flow Management- Planning & Zoning: Ms. Johnson presented her request for permitting software. She presented the benefits of having using the permitting software by Q-public. The cost is built into a 3 year cycle. The first year has a setup cost and a pro-rated hosting cost. After that, it is just the hosting cost.

Year 1 February 1, 2023 – June 30, 2023: **\$17,993** (Setup: \$15,288, Hosting: \$2,705-prorated)

Year 2 July 1, 2023 – June 30, 2024: **\$6,492**

Year 3 July 1, 2024 – June 30, 2025: **\$6,492**

This allows unlimited users. It is much less than other comparable software.

Commissioner Ledford motioned to approve the purchase of the online permitting and work flow management software, with the initial purchase coming from Fund Balance and incorporate into the budget for future years. Commissioner Jones seconded the motion, passed unanimously.

Item 10: Landfill Compliance & Engineering Consulting Services- Triple Point Engineering- Annual

Renewal: Tony Rodriguez spoke to the board about the Triple Point Engineering contract renewal.

He stated that the release of formaldehyde will require additional compliance work. All other services remain the same. Most of the cost associated with corrective action can be reimbursed from the state's trust fund.

Commissioner Stunkel motioned to authorize Chairman to sign the contract for Triple Point Engineering Annual Renewal. Commissioner Ledford seconded the motion, passed unanimously.

Item 11: 2023 County Holidays- Approval: Commissioner Stunkel motioned to approve the County Holidays removing Columbus Day and adding Good Friday back. Commissioner Jernigan seconded the motion, passed unanimously.

Item 12: County Personnel Policy Update: Ms. Robinson (HR Director) presented recent changes that have been made to the County Personnel Policy. She noted that the holiday schedule would need to be updated as well as the travel policy. In addition all of the commissioners would need to sign off for the changes.

Commissioner Jernigan spoke about updating the social media policy.

Ms. Robinson stated that we currently have a policy. She noted that she and Commissioner Jernigan spoke about creating a policy for the different boards.

Commissioner Ledford motioned to approve resolution 2022.12.05B updating the personnel policy. Commissioner Jernigan seconded the motion, passed unanimously.

Item 13: 2023 BOC Meeting Dates- Approval: Ms. Robinson presented the meeting dates for 2023.

2023 Regular Meeting Dates:

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

- Monday, January 9th
- Monday, February 6th
- Monday, March 6th
- Monday, April 3rd
- Monday, May 1st
- Monday, June 5th
- Monday, July 3rd
- Monday, August 7th
- Monday, September 11th
- Monday, October 2nd
- Monday, November 6th
- Monday, December 4th

Commissioner Stunkel motioned to approve the 2023 meeting schedule as presented. Commissioner Jones seconded the motion, passed unanimously.

Item 14: Human Resources and County Boards Report:

Ms. Robinson gave the Human Resources and Board Report.

Item 15: Schedule Work Sessions and Called Meetings: A called meeting is scheduled for Friday, December 16, 2022 at 9:00 a.m.

County Attorney Items: Attorney Ozburn requested an Executive Session.

County Manager Update: Mike Benton gave an updated of the numbers for building permits

Executive Session: Commissioner Stunkel motioned to go into executive session at 8:23 p.m. for potential litigation. Commissioner Ledford seconded the motion, passed unanimously.

Commissioner Stunkel motioned to exit executive session at 8:34 p.m. Commissioner Ledford seconded the motion, passed unanimously.

Adjourn:

Commissioner Stunkel motioned to adjourn the meeting at 9:23 p.m. Commissioner Jernigan seconded the motion, passed unanimously.

Bruce Henry, Chairman

Sharon Robinson, Clerk

Jasper County Board of Commissioners
December 16, 2022
Regular Meeting Minutes
9:00 A.M.

Chairman Henry called the meeting to order at 9:00 a.m.

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

Staff: Mike Benton, County Manager, Larissa Ruark, Chief Accounting Officer, and David Ozburn, County Attorney.

Pledge of Allegiance:

Invocation: Commissioner Don Jernigan

Agenda Approval: Commissioner Jernigan motioned to approve the agenda as presented. Commissioner Jones seconded the motion, passed unanimously.

Consent Agenda: None

Public Hearings: None

Presentations/Delegations

Citizens Comments:

Gail Harrell (Mayor- Monticello): Ms. Harrell stated that the city has come to a decision on the LOST percentage that they are willing to accept is 28%. She is ready to get this resolved and we can move on.

Chris Florence: Chris Florence stated that there is a group of “super rich” people who are not from Jasper County who placed their business partner in a seat on the council. He stated that he is calling ‘a spade a spade’. He stated that we have a “chairman that ran unopposed that wants to change the rules for him and his butt buddies. He talked about a part of Clayton County being a war zone. He accused Commissioner Stunkel of being bribed.

County Commissioner’s Items

Commissioner Ledford- None

Commissioner Stunkel- None

Commissioner Jernigan- None

Commissioner Jones- None

Chairman Henry- None

Business Items:

Item 1: Barnsley Construction Group- GMP Contract Amendment – Sheriff’s Office & Jail Project:

Robert with Barnsley Construction Group presented a GMP that is within the budget that was approved.

Commissioner Jernigan motioned to approve the Chairman to sign the Guaranteed Maximum Price Amendment to the Construction Contract with Barnsley Construction Group for the Jasper County Sheriff’s Office and Jail project with the GMP of \$9,046,952.00. Commissioner Ledford seconded the motion, passed unanimously.

Item 2: Special Purpose Local Option Sales Tax- Intergovernmental Agreement:

Commissioner Jernigan motioned to adopt and authorize Chairman to Execute Resolution No. 121622-2024 titled “Resolution Authorizing County Chairman to Execute 2024 SPLOST Intergovernmental Agreement”. Commissioner Ledford seconded the motion, passed unanimously.

Commissioner Ledford motion to stop the HOST proceedings. Commissioner Jernigan seconded the motion, passed unanimously.

Item 3: Local Option Sales Tax Certificate of Distribution –Percentage Allocation:

Commissioner Jernigan motioned to allocate the LOST percentages

- 69%- Jasper County Board of Commissioners
- 28%- City of Monticello
- 3%- City of Shady Dale

Commissioner Stunkel seconded the motion, passed unanimously.

County Attorney Items: Attorney Ozburn requested an Executive Session for litigation.

County Manager Update: Mike Benton stated that we have received nine applications for the Recreation Director position. We will start interviews next week. Our goal is to have a director in place and working Mid-January to end of January.

Executive Session: Commissioner Ledford motioned to go into executive session at 9:16 a.m. for potential litigation. Commissioner Jones seconded the motion, passed unanimously.

Commissioner Stunkel motioned to exit executive session at 8:34 p.m. Commissioner Ledford seconded the motion, passed unanimously.

Adjourn:

Commissioner Stunkel motioned to adjourn the meeting at 9:23 p.m. Commissioner Jernigan seconded the motion, passed unanimously.

Bruce Henry, Chairman

Sharon Robinson, Clerk

Consent Agenda – Item 2:

Agenda Request – Jasper County BOC

Department: Board of Commissioners

Date: January 9, 2023

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 **66367-66659**

Public Hearings:

Agenda Request – Jasper County BOC

Department: Planning and Zoning

Date: December 5, 2022

Subject: Minor Plat Division Approval Process

Summary: Consideration of an Ordinance Amendment to Part II – Code of Ordinances, Chapter 105, Article II., Sec. 105-28 and Part II – Code of Ordinances, Chapter 105, Article VI. subsection 105-160. Both code sections are regarding divisions of land under the Minor Subdivision (aka Minor Plat) regulations.

Background: Currently any division of land is required to go before the Planning Commission and the Board of Commissioners for approval. Based off of direction from the Board of Commissioners, the proposed amendment would amend the title from Minor Subdivision to Minor Plat and would allow for a certain number of lot divisions to be reviewed and approved by the Director of Planning & Zoning.

Cost: Required legal advertisement only



MEMO

TO: Jasper County Board of Commissioners

FROM: Judy Johnson, Director of P&Z

DATE: 01/06/2023

RE: Ordinance Amendment to Part II – Code of Ordinances, Chapter 105, Article II., Sec. 105-28 and Part II – Code of Ordinances, Chapter 105, Article VI. subsection 105-160. Both code sections are regarding divisions of land under the Minor Subdivision (aka Minor Plat) regulations.

Good Day Commissioners,

The following information is regarding the text amendment for Minor Subdivision (aka Minor Plat). The first section will show how the language reads since the Board of Commissioners adopted the former amendment on November 7, 2022. The primary change was to require a Minor Plat to go through the same process as all other subdivision plats – for Public Hearings, review and approval at the Planning Commission meeting and then the Board of Commissioner’s meeting.

The few changes are:

1. To help keep down confusion, in the definition it will be called a Minor Plat and leave the word “subdivision” out.
2. In the definition there is also a reference to the total number of times land can be divided under the Minor Plat within a certain amount of time.
3. In the definition – the Planning Board recommended the total number of lots be capped at 3 that should be considered a Minor Plat and the timeframe land could not be further divided unless going through the public process. The Board of Commissioners will set that number limit.
4. The language for Section 105-160 reads the same as the proposal in October prior to the change when approved by the BOC in November.

5. **SECTION 105-160 AS AMENDED AND ADOPTED 11/07/2022**

Section 105-160 - Minor Subdivision Design

1. Application Requirements:

- A. Submit seven (7) paper copies and one (1) digital copy of the Plat and supporting data.

The Plat shall meet the minimum standards for plat preparation including, but not limited, to:

1. General

- a. Name, address, and phone number of designer of subdivision plat.
- b. Name, address, and phone number of the owner and developer (if applicable) of subdivision.
- c. Name of subdivision or address of project location.

- B. Residential Subdivisions on State Routes require GDOT comments to be submitted to the Planning Department of Planning & Zoning along with the Residential Subdivision (aka Final) Plat.

- C. A letter requesting review and approval of a Minor Subdivision plat and giving the name and address of a person to whom the notice of hearing and action on the Minor Subdivision plat is to be sent.

- D. Official date of submission. The official date of submission of the Residential Subdivision plat will be the date of the next regularly scheduled monthly meeting of the planning commission that is more than 60 days following proper Residential Subdivision plat submittal to the director of planning.

- E. The planning commission will review the Residential Subdivision plat for conformance to this chapter, the county zoning ordinance set forth in chapter 119, and other relevant regulations and will consider the comments or suggestions of other appropriate review agencies, persons, or entities in regard to the plat. The planning commission or director of planning will indicate on the Residential Subdivision plat, or by a written memorandum attached to the Residential Subdivision plat, any comments or suggested changes that are necessary to meet the intent of this chapter or to serve the best interests of the county.

- F. Public hearing. Before acting on the Residential Subdivision plat, the planning commission will hear public input on the plat. Notice of the hearing must be published in a newspaper of general circulation in the county at least 15 days before the hearing.

- G. Action of the Board of Commissioners. No more than 60 days after the official date of submission of the Residential Subdivision plat, the Board of Commissioners will either approve the plat, conditionally approve the plat (noting the conditions of approval on the plat), disapprove the plat, or table the plat for further consideration. Action may be taken on the entire Residential Subdivision plat or any portion of it.

- H. Failure of Board of Commissioners to act. If the Board of Commissioners fails to act within 90 days of the official date of submission of the Residential Subdivision plat, the plat will be deemed automatically approved by the Board of Commissioners.

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TO SEPARATE PROPOSED AMENDMENT SHOWN
BELOW

ORDINANCE AMENDMENT

AN ORDINANCE BY JASPER COUNTY, GEORGIA TO AMEND CHAPTER 105 DEVELOPMENT REGULATIONS BY ADOPTING LANGUAGE AS DELINEATED BELOW; TO PROVIDE FOR CODIFICATION; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN ADOPTION DATE; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the Jasper County, Georgia, hereinafter referred to as the (“County”) pursuant to Paragraph I, Section II, Article IX of the Constitution of the State of Georgia, known as the “Home Rule for Counties”, is authorized to adopt clearly reasonable ordinances, resolutions or regulations related to its property, affairs, and local government for which no provision has been made by general law and which are not inconsistent with the Constitution or any charter provision applicable thereto, and;

WHEREAS, Jasper County, Georgia has determined it beneficial and necessary to have well-functioning ordinances to promote and manage development in the County;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF JASPER COUNTY, GEORGIA THAT THE BOARD OF COMMISSIONERS OF JASPER COUNTY, GEORGIA HEREBY ORDAIN:

RESOLVED AND APPROVED by the Board of Commissioners of Jasper County, Georgia, this ____ day of January, 2023.

SECTION I

The Code of Ordinances of Jasper County, Georgia is hereby amended by revising the following definition to Part II – Code of Ordinances, Chapter 105, Article II., Sec. 105-28 shown below:

Minor Plat means a division of land into no more than 3 new lots, where no new streets are platted, constructed, or opened, no publicly-owned or central sewerage or water facilities are constructed, and no improvements of existing roads are planned. A Minor Plat does not include the further subdividing of a lot within a platted and recorded subdivision. This definition does not include land zoned O-I, C-1, C-2, or M as defined by Sec. 119-48 of Part II of the Code of Ordinances. Further dividing of land approved through the Minor Plat process within a 24-month period where the total number of lots would exceed the 3-lot limit previously approved shall follow for the Residential Subdivision process and require the review and approval of the Planning Commission and Board of Commissioners.

SECTION II

The Code of Ordinances of Jasper County, Georgia is hereby repealed and replaced by adding the following language to Part II – Code of Ordinances, Chapter 105, Article VI. new subsection 105-160

Section 105-160 - Minor Plat Design

1. Application Requirements:
 - A. Submit 2 copies or a digital copy of the Minor Plat and supporting data to be reviewed by the Jasper County Planning and Zoning Office and applicable review agencies. The plat shall meet the minimum standards for plat preparation including, but not limited, to:
 1. General

- a. Name, address, and phone number of the designer of subdivision plat.
- b. Name, address, and phone number of the owner and developer (if applicable) of subdivision.
- c. Name of subdivision or address of project location.

B. Minor Subdivisions on State Routes require GDOT comments to be submitted to the Planning Department of Planning & Zoning along with the Minor (aka Final) Plat.

C. Approval of a Minor Plat shall be deemed an expression of approval of the layout submitted, pending fulfillment of the requirements of these Regulations and the conditions of the Minor Plat, if any.

D. If the Minor Plat is not recorded within 6 months of approval, the approval shall expire, unless a request for an extension of time has been submitted to and is subsequently approved by the Planning Commission in a public hearing.

SECTION III

The sections, paragraphs, sentences, clauses or phrases of this Ordinance are severable, and if any phrase, clause, sentence paragraph or section of this Ordinance shall be declared illegal by the valid judgement or decree of any court of competent jurisdiction, such illegality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance.

SECTION IV

All ordinances and parts of ordinances in conflict herewith are hereby expressly repealed.

SECTION V

The adoption date of this ordinance amendment is upon creation.

[SIGNATURE LINE BELOW]

SO ORDAINED this ____ day of January, 2023

**BOARD OF COMMISSIONERS
OF JASPER COUNTY, GEORGIA**

**Bruce Henry, Chairman
District 2**

**Shelia Jones, Commissioner
District 1**

**Don Jernigan, Commissioner
District 3**

**Gerald Stunkel, Commissioner
District 4**

ATTEST:

**Steven Ledford, Commissioner
District 5**

Sharon Robinson, County Clerk

{Jasper County, Georgia Seal}

APPROVED AS TO FORM:

S. David Ozburn, County Attorney

Appointments – Item 1

Agenda Request – Jasper County BOC

Department: Board of Commissioners

Date: January 9, 2023

Subject: Appointment of Chairman

Summary:

The County Charter states in Section 1 C that: the board of commissioners shall, at its first meeting in January, elect a chairman from among its membership to serve for a one year term.

Background:

Same as Above

Cost: None

Recommended Motion:

Board Discretion

Appointments – Item 2

Agenda Request – Jasper County BOC

Department: Board of Commissioners

Date: January 9, 2023

Subject: Appointment of Vice-Chairman

Summary:

The County Charter states in Section 1 C that: the board of commissioners shall, at its first meeting in January, elect a vice-chairman from among its membership to serve for a one year term.

Background:

Same as Above

Cost: None

Recommended Motion:

Board Discretion

Appointments – Item 3

Agenda Request – Jasper County BOC

Department: Board of Commissioners

Date: January 9, 2023

Subject: Appointment of County Attorney

Summary:

The County Attorney Appointment is done at the first meeting each year for the attorney to serve for a one year term.

Background:

Cost: None

Recommended Motion:

Appoint David Ozburn of the firm, Ozburn Law Firm, LLC as County Attorney for 2023.

Appointments – Item 4

Agenda Request – Jasper County BOC

Department: Board of Commissioners

Date: January 9, 2023

Subject: Appointment of County Clerk

Summary:

The Board of Commissioners needs to make a designation of County Clerk to serve for a one year term. Staff recommends appointing Sharon Robinson as County Clerk.

Background:

Cost:

Recommended Motion:

Appoint Sharon Robinson as County Clerk for 2023.

Business Item 1:

Agenda Request – Jasper County BOC

Department:

Date: January 9, 2023

Subject: Judicial Alternatives of Georgia Probation Services Agreement for Magistrate Court

Summary:

The Probation Agreement between Jasper County Magistrate Court and Judicial Alternatives of Georgia, Inc. is a five year agreement and must be reauthorized every five years.

The agreement is being requested and has been signed by Judge Tim Lam, Magistrate Court Judge of Jasper County.

Background:

Judicial Alternatives of Georgia, Inc. provides probation supervision at no cost to Jasper County.

Cost:

No cost to Jasper County.

All cost paid for by the Probationer.

Recommended Motion(s):

Authorize Chairman to sign the Probation Services Agreement between the Jasper County Magistrate Court and Judicial Alternatives of Georgia, Inc. under the authority of Georgia Code 42-8-101 for the period January 1, 2023 thru December 31, 2027.



JUDICIAL ALTERNATIVES OF GEORGIA

Probation Services Agreement

This Agreement is made by and between **Judicial Alternatives of Georgia, Inc.**, a corporation, organized under the laws of the State of Georgia, with its principal place of business at 418 Flint Ave., Albany, Georgia hereinafter called "Contractor" and the **Magistrate Court of Jasper County**, Georgia hereinafter called "Court". This Agreement is governed by Article 6 of Chapter 8 of Title 42 of the Official Code of Georgia, Annotated. The parties enter into the Agreement under the specific authority of 42-8-101.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

SCOPE OF SERVICES AND RESPONSIBILITIES OF CONTRACTOR

In consideration of the obligations of the Court or governing authority, Contractor shall provide the following services.

A. Responsibilities of Probation Services Contractor

1.) Compliance with Statutes and Rules. Contractor shall comply with Article 6 of Title 42 Chapter 8 of the Official Code of Georgia and all standards, rules and regulations promulgated by the Department of Community Supervision.

2.) Records and Confidentiality. Contractor shall create and maintain individual files for each offender receiving services from Contractor in accordance with this Agreement. Contractor shall maintain the confidentiality of all files, records and papers relative to supervision of probationers under this Agreement. These records, files and papers shall be available only to the judge of the court handling the case, the Department of Audits and Accounts, the Department of Community Supervision and upon transfer of probation supervision to the State, to the Georgia Department of Corrections.

3.) Financial Records. Contractor shall maintain financial records according to generally accepted accounting practices.

4.) Employee Qualifications and Training. Contractor shall employ competent and able personnel to provide the services to be rendered hereunder and to appropriately administer the assigned caseload.

(a) Any person employed as JAG probation officer shall be at least 21 years of age at the time of appointment to the position of private probation officer and shall have completed a standard two-year college course or have four years of law enforcement experience; provided, however, that any person employed as a private probation officer as of July 1, 1996, and who had at least six months of experience as a private probation officer or any person employed as a probation officer by a county, municipality, or consolidated government as of March 1, 2006, shall be exempt from such college requirements.

b) Every JAG probation officer shall be required to obtain 40 hours of initial orientation training as set forth below provided that the 40 hour initial orientation shall not be required of any person who has successfully completed and who provides documentation of satisfactorily completing a basic course of training for supervision of probationers or parolees certified by the Peace Officer Standards and Training Council. Initial training of new probation officers shall be completed within the first 6 months of employment. JAG Probation Officers will complete a 5-hour block of instruction covering a General Probation Overview and consisting of: The History of Probation, Ethics and Professionalism, Probation Officer Liabilities and Responsibilities, Constitutional Law, and Probation Law; a 20-hour block of instruction covering Probationer Management and consisting of: Confidentiality, Intake, Preparation and Maintenance of Files, Case Documentation, Interviewing and Communication Skills, Available Sentencing Options, Financial Collections, Community Service, Alcohol and Substance Abuse, and Personal Welfare and Safety; and a 15-hour block of instruction covering Legal Procedures and Reports and consisting of: General Report Writing Techniques, Violations, Delinquency Reports and Warrants, Courtroom Protocol, Testimony and Revocation Proceedings, First Offender Act, Case Termination Reports, Domestic Violence, and Statutory Changes and Updates.

(c) All JAG probation officers are required to obtain 20 hours of annual in-service training. In-service training shall be completed on a calendar year basis. The initial orientation training hours completed during the first calendar year of employment shall also count towards satisfying the annual in-service training requirements for that same period. Annual In-Service Training shall be on topics that relate to the criminal justice system and/or the operation of the probation entity as approved by DCS Misdemeanor Probation Oversight Unit (MPOU).

(d) All JAG Administrative Employees, Agents, Interns, or Volunteers shall be required in accordance with DCS Board Rule 105-2-.09 to be at least 18 years of age; sign a statement co-signed by the probation entity director or his/her

designee that the administrative employee, agent, intern, or volunteer has received an orientation on these rules as well as operations guidelines relevant to the administrative employee, agent, intern, or volunteer's job duties which shall be maintained in administrative employees, agents, interns, or volunteer's personnel files; have obtained a high school diploma or equivalent and; complete a 16 hour initial orientation program within 6 months of appointment and 8 hour annual in-service continuing education training program, consisting of a curriculum approved by MPOU. Additionally, such person shall maintain a clear criminal record; complete continuing education and; adhere to all other requirements established in these rules.

(e) All Administrative Employee, Agent, Intern, or Volunteer will obtain 16 hours of initial orientation training consisting of a 4-hour block of instruction covering: The History of Probation, Ethics and Professionalism, Probation Officer Liabilities and Responsibilities, Constitutional Law, and Probation Law; an 8-hour block of instruction covering Probationer Management and consisting of: Confidentiality, Intake, Preparation and Maintenance of Files, Case Documentation, Interviewing and Communication Skills, Available Sentencing Options, Financial Collections, Community Service, Alcohol and Substance Abuse, and Personal Welfare and Safety; and a 4-hour block of instruction covering Legal Procedures and Reports and consisting of: General Report Writing Techniques, Violations, Delinquency Reports and Warrants, Courtroom Protocol, Testimony and Revocation Proceedings, First Offender Act, Case Termination Reports, Domestic Violence, and Statutory Changes and Updates; obtain 8 hours of annual in-service training. In-service training shall be completed on a calendar year basis. The initial orientation training hours completed during the first calendar year of employment shall also count towards satisfying the annual in-service training requirements for that same period.

(f) Annual In-Service Training shall be on topics that relate to the criminal justice system and/or the operation of the probation entity as approved by MPOU. The progress and completion of initial orientation and in-service training is required to be documented and maintained in the individual's files utilizing the forms approved by MPOU. Probation entities and individuals providing probation services may obtain training resource information from MPOU, local law enforcement agencies, local colleges and schools, and national professional associations such as the American Probation and Parole Association, Georgia Professional Association of Community Supervision, American Correctional Association, and/or credible sources approved by MPOU. All training must be approved by MPOU.

(g) JAG trainers will have expertise in the area of training and will possess a college degree or POST certification. JAG shall maintain a description of the course and the contact information of the trainer on file. Training provided by professional training services shall be accepted so long as a description of the course and the trainer's contact information is maintained on file and has been approved by MPOU.

(h) In no event shall any person convicted of a felony be employed as a private probation officer or administrative support staff.

5.) Criminal History Check. Contractor shall have a criminal history records check made of **all** employees and give written consent to the Department of Community Supervision or the Jasper County to conduct periodic criminal history checks.

6.) Officer per Probationer Ratio and Standards of Supervision. Contractor shall manage caseload limits so as not to exceed **250** probationers per probation officer for basic supervision and **100** probationers per probation officer for intensive supervision. Probation Officers shall make **1** office contact per **month**. The Probation Officer may at his or her discretion require the probationer to report on a weekly basis if the probationer is not in full compliance with his or her terms of conditions of supervision.

7.) The contractor shall provide a reporting location in **Jasper County, Georgia** for meeting with and the provision of services to probationers.

B. Reports

Contractor shall provide to the judge and governing authority with whom the contract or agreement was made and the board a monthly report, on or before the 10th day of the following month, summarizing the number of offenders under supervision; the amount of fines, and restitution collected; the amount of fees collected and the nature of such fees, including probation supervision fees, rehabilitation programming fees, electronic monitoring fees, drug or alcohol detection device fees, substance abuse or mental health evaluation or treatment fees, and drug testing fees; the number of community service hours performed by probationers under supervision; a listing of any other service for which a probationer was required to pay to attend; the number of offenders for whom supervision or rehabilitation has been terminated and the reason for the termination; and the number of warrants issued during the month, in such detail as requested. Contractor shall provide personal history, employment data, and location information to the court or law enforcement as necessary in tracking probation violators.

C. Tender of Collections

Contractor shall tender to the Clerk of the Court a report of collections and all fines, fees, and costs collected during the month from probationers by the **10th** day of the following month. Restitution shall be paid to the victim by the **10th** day of the month following collection unless the Court orders payment to the clerk of court, and then it shall be paid as such other collections are paid to the Clerk.

In the event Contractor cannot locate the victim, payment shall be made to the Clerk of Court. Contractor shall credit payments of funds to in the following order of priority: 1) restitution 2) probation fees to include GCVEF, 3) fines, 4) court costs and surcharges. Contractor shall not retain or profit from any fines, restitution, fees or cost collected from probationers except the probation fees authorized by this Agreement and listed in Exhibit "A".

D. Access to Contractor Records

1.) All records shall be open to inspection upon the request of the affected county, municipality, consolidated government, court, the Department of Audits and Accounts, an auditor appointed by the affected county, municipality, or consolidated government, Department of Corrections, Department of Community Supervision, State Board of Pardons and Paroles, or the board.

2.) Fiscal Audit: Contractor shall employ an independent auditor to annually audit its records and books pertaining to the services rendered at the courts request. Upon a written request by the court, a copy of this audit shall be provided to the Court and County Governing Authority within 2 months or sixty (60) days of the close of the year audited.

E. Conflict of Interest per O.C.G.A 42-8-109

1.) No private corporation, private enterprise, or private agency contracting to provide probation services under neither the provisions of this article nor any employees of such entities shall engage in any other employment, business, or activity which interferes or conflicts with the duties and responsibilities under contracts authorized in this article.

2.) No private corporation, private enterprise, or private agency contracting to provide probation services under the provisions of neither this article nor its employees shall have personal or business dealings, including the lending of money, with probationers under their supervision.

3.) No private corporation, private enterprise, or private agency contracting to provide probation services under the provisions of this article nor any employees of such entities, shall own, operate, have any financial interest in, be an instructor at, or be employed by any private entity which provides drug or alcohol education services or offers a DUI Alcohol or Drug Use Risk Reduction Program certified by the Department of Driver Services.

4.) No private corporation, private enterprise, or private agency contracting to provide probation services under the provisions of this article nor any employees of such entities shall specify, directly or indirectly, a particular **DUI Alcohol or a Drug Use Risk Reduction Program** which a probationer may or shall attend.

This paragraph shall not prohibit furnishing any probationer, upon request, with the names of certified DUI Alcohol or Drug Use Risk Reduction Programs. Any person violating this paragraph shall be guilty of a misdemeanor.

F. Scope of Services to Probationers by Contractor. Contractor shall provide the following services:

1.) Court Attendance and Probationer Case History. During all court sessions, Contractor shall have a probation officer attend and interview each offender to complete a case and personal history and to provide orientation and instruction regarding compliance with the Court's ordered conditions of probation. At orientation, the probation officer shall provide a list of all service fees to the probationer.

2.) Supervision. Contractor shall monitor and supervise probationers to ensure compliance with the Court's order of probation. Contractor shall make a supervision assessment of the offender and determine the probationer's reporting schedule.

3.) Restitution, Fine and Fee Collection. Contractor shall collect restitution, fines, court costs and fees, program fees, and probation fees as ordered by the Court. Contractor shall provide an itemized ledger prepared in accordance with accepted accounting practices for each month for each case under supervision.

(a) **Indigent Offenders**: Offenders determined by the court to be indigent in accordance with O. C. G.A 42-8-102 shall be supervised at no cost to the probationer or the Court or governing body.

(b) **Pay-Only Cases**: Pay-Only cases or the term 'pay-only probation' means a defendant has been placed under probation supervision **solely** because such defendant is unable to pay the court imposed fines and statutory surcharges when such defendant's sentence is imposed. Such term shall not include circumstances when restitution has been imposed or other probation services are deemed appropriate by the court. When pay-only probation is imposed, the probation supervision fees shall be capped so as not to exceed three months of ordinary probation supervision regardless of the number of concurrent or consecutive cases; provided, however, that collection of any probation supervision fee shall terminate as soon as all court imposed fines and statutory surcharges are paid in full; and provided, further, that when all such fines and statutory surcharges are paid in full, the private probation officer, as the case may be, shall submit an order to the court terminating the sentence within 30 days of fulfillment of such conditions. If pay-only probation is subsequently converted to a sentence that requires community service, on petition by a probation officer or private probation officer and with the probationer

having an opportunity for a hearing, the court may reinstate probation supervision fees as necessary to monitor the probationer's compliance with community service obligations.

(c) **Consecutive sentences:** When a defendant is serving consecutive misdemeanor sentences, whether as a result of one case from one jurisdiction or multiple cases from multiple jurisdictions, upon motion by the defendant, the court may discharge such defendant from further supervision or otherwise terminate probation when it is satisfied that its action would be in the best interest of justice and the welfare of society. Such motion shall not be ripe until 12 months after the sentence was entered and every four months thereafter. The defendant shall serve the applicable entity or governing authority that is providing his or her probation services with a copy of such motion. Additionally, when a defendant is serving consecutive misdemeanor sentences the probation officer shall review such case after 12 consecutive months of probation supervision wherein the defendant has paid in full all court imposed fines, statutory surcharges, and restitution and has otherwise completed all testing, evaluations, and rehabilitative treatment programs ordered by the court to determine if such officer recommends early termination of probation. Each such case shall be reviewed every four months thereafter for the same determination until the termination, expiration, or other disposition of the case. If such officer recommends early termination, he or she shall immediately submit an order to the court to effectuate such purpose.

4.) **Community Service.** The contractor shall coordinate, monitor, and ensure compliance with community service by each probationer as ordered by the Court. The Court may convert fines, statutory surcharges, and probation supervision fees to community service on the same basis as it allows a defendant to pay a fine through community service as set forth in subsection (d) of Code Section 17-10-1. Contractor will maintain records of service participation.

5.) **Employment Assistance.** The contractor shall prepare referrals and lend reasonable assistance to probationers either to the extent ordered by the Court or to the extent available for probationers desiring employment assistance or counseling.

6.) **Drug/Alcohol Screening.** The contractor shall coordinate with local authorities and facilities, evaluation and assessment of probationers for drug/alcohol rehabilitation, mental health or psychological counseling, or educational programs mandated by the Court and shall require probationer's compliance. Contractor shall conduct drug and alcohol screens as determined necessary by the Court. The probationer shall be responsible for the costs of all drug or alcohol testing.

7.) Electronic Monitoring. Contractor when so ordered shall provide and operate a system of electronic home detention monitoring:

8.) Reports of Violations Probation and Revocation Procedures. The contractor shall recommend revocation of probation whenever the probationer has failed to substantially comply with the terms and conditions of probation. The Court shall provide Contractor with direction of what constitutes a substantial failure to comply with probation terms and conditions. Contractor shall prepare probation violation warrants and orders for submission to the Court. Contractor shall have probation officers available to testify at probation revocation hearings, sentencing hearings and such other hearings as deemed reasonable and necessary by the Court. The Court shall provide Contractor direction as to what curative measures should be taken in the case of minor violations.

OBLIGATIONS OF THE COURT OR GOVERNING AUTHORITY

In consideration for the services of Judicial Alternatives of Georgia, Inc the Court shall provide the following:

G. Payment for Contractors Services

For regular probation supervision which includes a minimum of **one (1)** office contact per month and may require as many as **four (4)**, the probationer shall pay a fee of **\$40.00** per month. For intensive probation supervision which includes a minimum of **one (1)** office contact per week and **four (4)** office contacts each month, probationer shall pay a fee of **\$50.00** per month. Contractor shall collect such probation fee for each month a probationer is under probation supervision. A **one (1) month** supervision fee is defined as the date the probationer is placed on probation and runs through the monthly anniversary date each month. If a probationer is supervised past the monthly anniversary date, the probationer will be charged one (1) months supervision fee. During the term of this Agreement and Contractor's satisfactory performance, the Court shall refer all offenders ordered to serve time on probation, to Contractor for purposes of probation supervision services.

H. Probation Fee

The Court shall make payment of the probation fee a term and condition of the order of probation for each probationer assigned for supervision to Contractor unless the Court determines the probationer to be indigent. The Court shall not be liable for payment of any supervision fee or any program fee of a probationer.

I. Pre-sentence Investigations

When ordered by the Court, Contractor shall provide a pre-sentence investigation report and Court shall pay to Judicial Alternatives of Georgia, two-hundred and fifty dollars (\$250.00).

J. Access to Criminal Histories

The Court shall assist Contractor in obtaining access to criminal histories in the Georgia Crime Information Center and National Crime Information Center through local law enforcement in order for Contractor to conduct pre-sentence or probationer investigations as may be requested

K. Notice of Court Sessions

The Court shall provide Contractor **two (2)** days advance notice of all court sessions that Contractor is required to attend. Notice for purposes of this provision may be given by mail, telephone and fax machine.

L. Court Facilities

The Court shall provide to Contractor an area, as available, for conduct of initial interviews and orientation with the probationer on the day of sentencing.

M. Period of Service

This agreement shall commence performance on **January 1, 2023** and shall continue until **December 31, 2027** and shall not exceed a period of five (5) years. Either party may terminate this Agreement upon thirty (30) days written notice. The Court and/or Governing Authority may terminate this Agreement immediately for cause, including without limitation material breach of this Agreement, insolvency of Contractor, filing of a voluntary or involuntary case in bankruptcy. Within fifteen (15) working days of termination, the contractor shall peacefully surrender to the Court all records and documents generated by Judicial Alternatives of Georgia, Inc, in connection with this Agreement and the services hereunder and any equipment or supplies assigned to Contractor by the Court. Contractor shall turn over to the Clerk of Court any moneys collected or received less supervision fees validly incurred and duly owing to Contractor through the termination date. Any fines, costs, fees or restitution received by Contractor from probationers of this Court after termination of this Agreement shall be forwarded to the Clerk of Court, other than fees earned by Contractor. The Court shall provide Contractor a receipt for all property surrendered under this provision.

INDEMNITY, INSURANCE, AND BONDING OBLIGATIONS OF CONTRACTOR

N. Insurance and Bond

Contractor shall maintain comprehensive general liability insurance, including acts, errors or omissions and contractual liability insurance, in an amount not less than \$1,000,000. JAG shall furnish continuous proof of insurance coverage as required hereunder, as well as proof of maintaining employee bonds in an amount of \$100,000 per employee.

O. Indemnification

Neither the Court nor the County Governing Authority shall be liable to Contractor nor to anyone who may claim a right resulting from any relationship with **Judicial Alternatives of Georgia, Inc**, for any acts of Contractor, its employees, agents or participants in the performance of services conducted on the property of the **Magistrate Court of Jasper County**. Contractor shall indemnify and hold harmless the Court and Jasper County, Georgia from any claims, demands, actions, proceedings, expenses, damages, liabilities or losses (including but not limited to attorney's fees and courts costs) and any causes of action arising from any acts or omissions arising out of or in connection with the services performed by **Judicial Alternatives of Georgia, Inc**, or its employees and agents under the terms of this Agreement.

REPRESENTATIONS AND WARRANTIES OF CONTRACTOR

P. Deficiency in Service by Contractor

In the event that the court and/or governing authority determines that there are deficiencies in the services provided by Contractor hereunder, the Court and/or Governing Authority may terminate this Agreement in accordance with Item M or notify the Contractor in writing as to the exact nature of such deficiency. Within **sixty (60) days** of receipt of such notice, the Contractor shall cure or take reasonable steps to cure the deficiencies. In the event the company fails to cure or take reasonable steps to cure the deficiencies to the Court and/or Governing Authority's satisfaction, then either may declare the Contractor in default and may terminate this Agreement.

Q. Time is of the Essence of this Agreement

R. Compliance with the Law

The Contractor shall comply with all federal, state and local laws statutes, regulations and ordinances arising out of or in connection with the performance of its services pursuant to this.

S. Independent Contractor

Contractor is an independent contractor and is not an agent, joint venturer or other affiliate of the **Magistrate Court of Jasper County** in any way. Contractor shall use its own employees and agents to perform this Contract. It is agreed that Contractor is solely responsible for payment of all federal, state, and local income taxes, self-employed Social Security taxes, and any other similar obligations arising from the performance of this Agreement or receipt of compensation therefore. The Contractor agrees to indemnify and hold harmless the Court and Jasper County from and against any and all federal, state, or local tax liability or penalties that may arise from the payments made to the Contractor pursuant to this Agreement. The Contractor acknowledges that neither it nor its employees are eligible for any benefits provided by the Court or Jasper County to their respective party.

T. Entire Agreement

This Agreement, including all exhibits attached hereto and incorporated herein by reference, constitutes the entire agreement between the parties hereto and supersedes any and all agreements, whether written or oral, that may exist between the parties regarding the same. No representations, inducements, promises, or agreements between the parties not embodied herein shall be of any force and effect. No amendment or modification to this Agreement or any waiver of any provision hereto shall be effective unless in writing and signed by all parties to include the court, governing authority, and contractor.

U. Binding Agreement

This Agreement shall not be binding upon any successor to the undersigned Judge of the **Magistrate Court of Jasper County**, Georgia and unless ratified by the successor in office. If a successor attains the position of undersigned judge, and this Agreement is not ratified by such successor, then Contractor shall be permitted a reasonable time period, no less than ninety (90) days, in which to wind up its activities. The Court will be deemed not to have ratified the Agreement unless Court gives written notice of ratification within 30 days of taking the oath of The Court has entered into this Agreement in part on the basis of personal reliance in the integrity and qualifications of the staff of Contractor. The same is applicable to change in leadership of the Governing Authority.

Contractor may not delegate, assign or subcontract any obligation of Contractors performance under the Contract and may not assign any right under this Contract, in either case without Court's written approval. The Court's discretion in this regard shall be absolute.

Any notices made in accordance with this Agreement except as otherwise set out in Item K, shall be in writing and shall be made by registered or certified mail, return receipt requested, to:

Judicial Alternatives of Georgia, Inc.

Attn: Craig Taylor

418 Flint Ave.

Albany, Georgia 31701

Office: (229) 420-2051

Fax: (229) 420-2055

IN WITNESS WHEREOF, THE PARTIES HERE TO HAVE EXECUTED THIS AGREEMENT ON THE _____ DAY OF _____, 20__.

PROBATION SERVICES CONTRACTOR:

By: Craig Taylor

Name: Craig Taylor

Title: Director, Judicial Alternatives of Georgia, Inc

By: _____

Name: _____

Title: _____

Jasper County, Georgia

By: Tim Lam

Chief Judge: Tim Lam

Court: Magistrate Court of Jasper County, Georgia

Exhibit A

SCHEDULE OF FEES

The following are fees paid by the offender to Judicial Alternatives of Georgia, Inc.

<u>SERVICE</u>	<u>COST OF SERVICE</u>
Regular Probation Supervision	\$40.00 per month, per offender
Intensive Supervision (Requires minimum of 1 weekly contact)	\$50.00 per month, per offender
Pre-Trial Supervision	\$40.00 per month, per offender

The above fees include all services outlined in the Scope of Services directory with the exception of the following:

<u>PROGRAM SERVICES</u>	<u>COST OF SERVICE</u>
Drug Screens (Screens for 8 controlled substances)	\$20.00 \$25.00 per screen (URINALYSIS) (ORAL TEST)
Electronic Monitoring	\$10.00 per day, per offender
Electronic Monitoring w/Intox	\$12.00 per day, per offender
Anger Management Program	\$175.00 (8 hour course)
“Responsible Behavior”	\$150.00 (8 hour course)
Pre-Sentence Investigation	\$250.00 (Available if requested)

Business Item 2:

Agenda Request – Jasper County BOC

Department: Planning and Zoning

Date: January 9, 2023

Subject: Minor Plat Division – Approval Process

Summary:

Consideration of an Ordinance Amendment to Part II – Code of Ordinances, Chapter 105, Article II., Sec. 105-28 and Part II – Code of Ordinances, Chapter 105, Article VI. subsection 105-160. Both code sections are regarding divisions of land under the Minor Subdivision (aka Minor Plat) regulations.

Background:

Currently any division of land is required to go before the Planning Commission and the Board of Commissioners for approval. Based off of direction from the Board of Commissioners, the proposed amendment would amend the title from Minor Subdivision to Minor Plat and would allow for a certain number of lot divisions to be reviewed and approved by the Director of Planning & Zoning.

Cost:

Required legal advertisement only

Recommended Motion:

Given the Planning Commission recommended approval unanimously, Staff recommend approval.

Business Item 3:

Agenda Request – Jasper County BOC

Department: Planning & Zoning

Date: January 9, 2023

Subject: R2 Zoning District Discussion

Summary:

Staff seeks direction from the Board of Commissioners on necessary adjustments to clear up any conflicting language in the Development Regulations and the Zoning Ordinance regarding a recent amendment that enacted a 1.2 acre lot and a 1,300 square foot home under the zoning district of R2.

Background:

On 01/05/2023 there was a joint work session held between the Board of Commissioners and the Planning & Zoning Board to discuss a recent amendment, adopted 11/07/2022, to the Development Regulations and the Zoning Ordinance regarding lot size and house size in the zoning district of R2.

Cost:

The required legal advertisement(s).

Recommended Motion:

Due to potential conflicts of language in the sections of the Zoning Ordinance and Development Regulations as it pertains to the R2 zoning district, Staff recommends enacting a Moratorium on the acceptance of zoning petitions in the R2 zoning district.

If the majority will of the Board is to allow the R2 district to remain or be amended from what was recently adopted, the Moratorium would need to be for a period of time that allows for a re-write and advertisement (75 days minimum) or until the Comprehensive Plan (which guides residential growth) has been completed (approximately October 2023). Due to several potential suggestions from the work session of how to accommodate the needs in the community, staff prefers a longer Moratorium so that correct data can be gathered for consideration.

Business Item 4:

Agenda Request – Jasper County BOC

Department: BOC

Date: January 9, 2023

Subject: Resolution Calling for an Election to Impose a County Special Purpose Local Option Sales Tax

Summary:

Jasper County BOC, Monticello City Council and Shady Dale City Council executed an intergovernmental agreement on December 16, 2022 for the use and distribution of proceeds from the 2024 Special Purpose Local Option Sales Tax for Capital Outlay Projects.

The 2024 SPLOST would be a continuation of the current one cent tax, not a new tax.

Estimated Tax Proceeds	\$9,000,000
Length of Tax	24 Quarters

Proceeds Distribution

Jasper County BOC	\$7,020,000
Monticello City Council	\$1,710,000
Shadt dale City Council	\$270,000

The 2024 SPLOST referendum will be placed on the March 21, 2023 ballot.

Background:

The current Special Purpose Local Option Sales Tax expires March 31, 2024.

Cost:

Recommended Motion:

Approve Resolution 2023.01.09, Resolution Calling for an Election to Impose a County Special Purpose Local Option Sales Tax

Resolution No. 2023.01.09

Resolution Calling for an Election to Impose a
County Special Purpose Local Option Sales Tax

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF JASPER COUNTY, GEORGIA IMPOSING A COUNTY ONE PERCENT SALES AND USE TAX AS AUTHORIZED BY PART 1 OF ARTICLE 3 OF CHAPTER 8 OF TITLE 48 OF THE OFFICIAL CODE OF GEORGIA ANNOTATED, SPECIFYING THE PURPOSES FOR WHICH THE PROCEEDS OF SUCH TAX ARE TO BE USED; SPECIFYING THE PERIOD OF TIME FOR WHICH SUCH TAX SHALL BE IMPOSED; SPECIFYING THE ESTIMATED COST OF THE FACILITIES TO BE FUNDED FROM THE PROCEEDS OF SUCH TAX; SEEKING APPROVAL TO ISSUE GENERAL OBLIGATION DEBT; REQUESTING THE ELECTION SUPERINTENDENT TO CALL AN ELECTION OF THE VOTERS OF JASPER COUNTY TO APPROVE THE IMPOSITION OF SUCH SALES AND USE TAX; APPROVING THE FORM OF BALLOT TO BE USED IN SUCH AN ELECTION; AND FOR OTHER PURPOSES.

WHEREAS, Part 1 of Article 3 of Chapter 8 of Title 48 of the Official Code of Georgia Annotated. (the “Act”) authorizes the imposition of a county one percent sales and use tax (the “SPLOST”) for the purpose, *inter alia*, of financing certain capital outlay projects which include those set forth herein; and

WHEREAS, the Board of Commissioners of Jasper County, Georgia (the “Board of Commissioners”) has determined that it is in the best interest of the citizens of Jasper County, Georgia (the “County”) that a one percent SPLOST be imposed in a special district within the County to raise approximately \$9,000,000 for the purpose of funding capital outlay projects (the “Projects”); and

WHEREAS, the Board of Commissioners delivered a written notice (the “Notice”) to the mayor in each municipality located within the County regarding the continuation of the SPLOST; and

WHEREAS, the Notice contained the date, time, place, and purpose of a meeting at which designated representatives of the County and the City of Monticello, and the City of Shady Dale (“the Municipalities”) met and discussed the possible projects for inclusion in the referendum, including municipally owned and operated projects; and

WHEREAS, the Notice was delivered or mailed at least 10 days prior to the date of the meeting, and the meeting was held at least 30 days prior to the issuance of a call for the referendum; and

WHEREAS, the County has entered into an intergovernmental agreement with the Municipalities that are party to the Agreement; and

WHEREAS, the Municipalities represent at least 20 percent of the total population of the County.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Jasper County, Georgia as follows:

(A) Assuming the question of imposing a County SPLOST is approved by the voters of the special district in the election hereinafter referred to, the SPLOST shall be imposed for the term, purposes and costs as follows:

1. In order to finance the Projects described herein, a SPLOST in the amount of one percent (1%) on all sales and uses in the County is hereby authorized to be levied and collected within the special district created in the County as provided in the Act.
2. The proceeds of such tax are to be used to fund the Projects. The Projects consist of “County Projects” and “Municipal Projects.” The County Projects, the Municipal Projects, and the Estimated Costs are set forth below:

<u>County Projects</u>	<u>Estimated Costs</u>
Roads and Bridges	\$7,020,000
Total	\$7,020,000

<u>Shady Dale Projects</u>	<u>Estimated Costs</u>
Water System Improvements	\$50,000
Roads	\$220,000
Total	\$270,000

<u>Monticello Projects</u>	<u>Estimated Costs</u>
Water and Sewer Improvements	\$359,100
Public Works/Storage Facility & City Facilities Upgrades	\$273,600
Infrastructure Improvements	\$1,077,300
Total	\$1,710,000

3. The SPLOST is to be imposed for a period of six (6) years.

(B) Call for the Election; Ballot Form; Notice.

1. The election superintendent of Jasper County is hereby requested to call an election in all voting precincts in the County on the 21st day of March, 2023, for the purpose of submitting to the qualified voters of the County the question set forth in paragraph 2, below.
2. The ballots to be used in the election shall have written or printed thereon substantially the following:

Yes Shall a special one percent sales and use tax be imposed in the special district of Jasper County for a period of time not to exceed 24 quarters and for the raising of an estimated amount of \$9,000,000 for the purpose of (1) Jasper County Projects – Roads and Bridges - \$7,020,000; (2) Municipality of Monticello Projects – Water and Sewer Improvements – \$359,100, Public Works/Storage Facility and City Facilities Upgrades - \$273,600, Infrastructure Improvements - \$1,077,300, and, (3) Municipality of Shady Dale Projects - Water System Improvements – \$50,000, Roads - \$220,000?

No”

3. It is hereby requested that the election be held by the election superintendent of Jasper County in accordance with the election laws of the State of Georgia, including, without limitation, the election laws relating to special elections. It is hereby further requested that the election superintendent of Jasper County canvass the returns, declare the result of the election, and certify the result to the Secretary of State and to the state revenue commissioner.

4. The election superintendent of Jasper County is hereby authorized and requested to publish a notice of the election as required by law in the newspaper in which sheriff's advertisements for the County are published once a week for four weeks immediately preceding the date of the election. The notice of the election shall be in substantially the form attached hereto as Exhibit "A".

(C) The clerk of the Board of Commissioners is hereby authorized and directed to deliver a copy of the resolution to the election superintendent of Jasper County, with a request that the election superintendent of Jasper County issue the call for an election.

(D) The proper officers and agents of the County are hereby authorized to take any and all further actions as may be required in connection with the imposition of SPLOST.

(E) The Resolution shall take effect immediately upon its adoption.

[signature line on following page]

SO PASSED AND ADOPTED, this ____ day of January, 2023.

Bruce Henry, Chairman

CLERK'S CERTIFICATE

Resolution Number **2023.01.09**

The undersigned Clerk of the Jasper County Board of Commissioners, does hereby certify that the foregoing pages of typewritten matter constitute a true and correct copy of a resolution adopted by the Board of Commissioners of Jasper County, Georgia on January 9, 2023, at a meeting duly called and assembled and open to the public and at which a quorum was present and acting throughout, which resolution has not been modified, repealed, revoked or rescinded as of the date hereof.

This ____ day of January, 2023.

County Clerk, Jasper County, Georgia

Exhibit A

NOTICE OF ELECTION

TO THE QUALIFIED VOTERS OF JASPER COUNTY, GEORGIA

NOTICE IS HEREBY GIVEN that on the 21st day of March, 2023, an election will be held at the regular polling places in all the election districts of Jasper County, Georgia (“the County”), at which time there will be submitted to the qualified voters of the county for their determination the question of whether a one percent county special purpose local option sales and use tax (the “SPLOST”) shall be imposed on all sales and uses in the special district created in the County for a period of 6 years for the raising of approximately \$9,000,000 for the purpose of funding capital outlay projects (“the Projects”) specified in the form of the ballot set forth below.

The ballots to be used at said election shall have written or printed thereon substantially the following:

- “() Yes Shall a special one percent sales and use tax be imposed in the special district of Jasper County for a period of time not to exceed 24 quarters and for the raising of an estimated amount of \$9,000,000 for the purpose of (1) Jasper County Projects – Roads and Bridges - \$7,020,000; (2) Municipality of Monticello Projects – Water and Sewer Improvements – \$359,100, Public Works/Storage Facility and City Facilities Upgrades - \$273,600, Infrastructure Improvements - \$1,077,300, and, (3) Municipality of Shady Dale Projects - Water System Improvements – \$50,000, Roads - \$220,000?
- () No”

The several places for holding said election shall be at the regular and established voting precincts of the election districts of Jasper County, Georgia, and the polls will be open from 7:00 a.m. to 7:00 p.m. on the fixed date for the election.

The last day to register to vote in this election shall be February 21, 2023.

Those residents of Jasper County qualified to vote at said election shall be determined in all respects in accordance with the election laws of the State of Georgia.

This notice is hereby given pursuant to a resolution of the Superintendent of Elections of Jasper County.

(iii) This Agreement is a valid, binding, and enforceable obligation of the County; and

(iv) The County will take all actions necessary to call an election to be held in all voting precincts in the County on the 21st day of March, 2023 for the purpose of submitting to the voters of the County for their approval, the question of whether or not a SPLOST shall be imposed on all sales and uses within the special district of Jasper County for a period of 24 quarters, commencing on the 1st day of April, 2024, to raise an estimated \$9,000,000 to be used for funding the projects specified in Exhibit A attached hereto.

(B) Each of the Municipalities makes the following representations and warranties which may be specifically relied upon by all parties as a basis for entering this Agreement:

(i) Each Municipality is a municipal corporation duly created and organized under the laws of the State of Georgia;

(ii) The governing authority of each Municipality is duly authorized to execute, deliver and perform this Agreement;

(iii) This Agreement is a valid, binding, and enforceable obligation of each Municipality;

(iv) Each Municipality is a qualified municipality as defined in O.C.G.A. §48-8-110 (4); and

(v) Each Municipality is located entirely or partially within the geographic boundaries of the special tax district created in the County.

(C) It is the intention of the County and Municipalities to comply in all respects with O.C.G.A. § 48-8-110 *et seq.* and all provisions of this Agreement shall be construed in light of O.C.G.A. § 48-8-110 *et seq.*

(D) The County and Municipalities agree to promptly proceed with the acquisition, construction, equipping, and installation of the projects specified in Exhibit A of this Agreement and in accordance with the priority order referenced in Section 8 of this Agreement.

(E) The County and Municipalities agree that each approved SPLOST project associated with this Agreement shall be maintained as a public facility and in public ownership. If ownership of a project financed pursuant to this Agreement is transferred to private ownership, the proceeds of the sale shall, for the purposes of this Agreement, be deemed excess funds and disposed of as provided under O.C.G.A. § 48-8-121 (g)(2).

(F) The County and Municipalities agree to maintain thorough and accurate records concerning receipt of SPLOST proceeds and expenditures for each project undertaken by the respective county or municipality as required fulfilling the terms of this Agreement.

SECTION 2. CONDITIONS PRECEDENT

(A) The obligations of the County and Municipalities pursuant to this Agreement are conditioned upon the adoption of a resolution of the County calling for the imposition of the SPLOST in accordance with the provisions of O.C.G.A. § 48-8-111 (a).

(B) This Agreement is further conditioned upon the approval of the proposed imposition of the SPLOST by the voters of the County in a referendum to be held in accordance with the provisions of O.C.G.A. § 48-8-111 (b) through (e).

(C) This Agreement is further conditioned upon the collecting of the SPLOST revenues by the state revenue commissioner and transferring same to the County.

SECTION 3. EFFECTIVE DATE AND TERM OF THE TAX

The SPLOST, subject to approval in an election to be held on the 21st day of March, 2023, shall continue for a period of 24 quarters with collections beginning on the 1ST day of April, 2024.

SECTION 4. EFFECTIVE DATE AND TERM OF THIS AGREEMENT

This Agreement shall commence upon the date of its execution and shall terminate upon the later of:

(A) The official declaration of the failure of the election described in this Agreement;

(B) The expenditure by the County and all of the Municipalities of the last dollar of money collected from the Special Purpose Local Option Sales Tax after the expiration of the Special Purpose Local Option Sales Tax; or

(C) The completion of all projects described in Exhibit A.

SECTION 5. COUNTY SPLOST FUND; SEPARATE ACCOUNTS; NO COMMINGLING

(A) A special fund or account shall be created by the County and designated as the 2024 Jasper County Special Purpose Local Option Sales Tax Fund ("SPLOST Fund"). The County shall select a local bank which shall act as a depository and custodian of the SPLOST Fund upon such terms and conditions as may be acceptable to the County.

(B) Each Municipality shall create a special fund to be designated as the 2024 City of Monticello or City of Shady Dale Special Purpose Local Option Sales Tax Fund. Each Municipality shall select a local bank which shall act as a depository and custodian of the SPLOST proceeds received by each Municipality upon such terms and conditions as may be acceptable to the Municipality.

(C) All SPLOST proceeds shall be maintained by the County and each Municipality in the separate accounts or funds established pursuant to this Section. Except as provided in Section 6, SPLOST proceeds shall not be commingled with other funds of the County or Municipalities and shall be used exclusively for the purposes detailed in this Agreement. No funds other than SPLOST proceeds shall be placed in such funds or accounts.

SECTION 6. PROCEDURE FOR DISBURSEMENT OF SPLOST PROCEEDS

(A) Upon receipt by the County of SPLOST proceeds collected by the state department of revenue, the County shall immediately deposit said proceeds in the SPLOST Fund. The monies in the SPLOST Fund shall be held and applied to the cost of acquiring, constructing and installing the County capital outlay projects listed in Exhibit A and as provided in Paragraph B of this Section.

(B) The County, following deposit of the SPLOST proceeds in the SPLOST Fund, shall within 10 business days disburse the SPLOST proceeds due to each Municipality according to the schedule in Exhibit A. The proceeds shall be deposited in the separate funds established by each Municipality in accordance with Section 5 of this Agreement.

(C) Should any Municipality cease to exist as a legal entity before all funds are distributed under this Agreement, that Municipality's share of the funds subsequent to dissolution shall be paid to the County as part of the County's share unless an act of the Georgia General Assembly makes the defunct Municipality part of another successor municipality. If such an act is passed, the defunct Municipality's share shall be paid to the successor Municipality in addition to all other funds to which the successor Municipality would otherwise be entitled.

SECTION 7. PROJECTS

All capital outlay projects, to be funded in whole or in part from SPLOST proceeds, are listed in Exhibit A which is attached hereto and made part of this Agreement.

SECTION 8. PRIORITY AND ORDER OF PROJECT FUNDING

Projects shall be fully or partially funded and constructed in accordance with the schedule found in Exhibit A of this Agreement. Except as provided in Paragraph B and Paragraph C of Section 9 of this Agreement, any change to the priority or schedule must be agreed to in writing by all parties to this Agreement.

SECTION 9. COMPLETION OF PROJECTS

(A) The County and Municipalities acknowledge that the costs shown for each project described in Exhibit A are estimated amounts.

(B) If a county project has been satisfactorily completed at a cost less than the estimated cost listed for that project in Exhibit A, the County may apply the remaining unexpended funds to any other county project in Exhibit A.

(C) If a municipal project has been satisfactorily completed at a cost less than the estimated cost listed for that project in Exhibit A, the Municipality may apply the remaining unexpended funds to any other project included for that Municipality in Exhibit A.

(D) The County and Municipalities agree that each approved SPLOST project associated with this Agreement shall be completed or substantially completed within five years after the termination of the SPLOST. Any SPLOST proceeds held by a County or Municipality at the end of the five year period shall, for the purposes of this Agreement, be deemed excess funds and disposed of as provided under O.C.G.A. § 48-8-121 (g)(2).

SECTION 10. CERTIFICATE OF COMPLETION

Within thirty (30) days after the acquisition, construction or installation of a municipal project listed in Exhibit A is completed, the Municipality owning the project shall file with the County a Certificate of Completion signed by the mayor or chief elected official of the respective Municipality, setting forth the date on which the project was completed, and the final cost of the project.

SECTION 11. EXPENSES

The County shall administer the SPLOST Fund to effectuate the terms of this Agreement and shall be reimbursed for the actual costs of administration of the SPLOST Fund. Furthermore, the County and Municipalities shall be jointly responsible on a per capita basis for the cost of holding the SPLOST election. The County shall be reimbursed for the costs of the election including the Municipalities' share of such costs out of SPLOST proceeds deposited in the SPLOST Fund.

SECTION 12. AUDITS

(A) During the term of this Agreement, the distribution and use of all SPLOST proceeds deposited in the SPLOST Fund and each Municipal fund shall be audited annually by an independent certified public accounting firm in accordance with O.C.G.A. § 48-8-121 (a)(2). The County and each Municipality receiving SPLOST proceeds shall be responsible for the cost of their respective audits. The County and the Municipalities agree to cooperate with the independent certified public accounting firm in any audit by providing all necessary information.

(B) Each Municipality shall provide the County a copy of the audit of the distribution and use of the SPLOST proceeds by the Municipality.

SECTION 13. NOTICES

All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given when

delivered personally or sent by registered or certified United States mail, postage prepaid, as follows:

*Jasper County Board of Commissioners
County Manager
126 W. Greene Street, Suite 18
Monticello, Georgia 31064*

*City of Monticello
City Manager
P.O. Box 269
Monticello, Georgia 31064*

*City of Shady Dale
City Clerk
P.O. Box 152
Shady Dale, Georgia 31085*

SECTION 14. ENTIRE AGREEMENT

This Agreement, including any attachments or exhibits, constitutes all of the understandings and agreements existing between the County and the Municipalities with respect to distribution and use of the proceeds from the Special Purpose Local Option Sales Tax. Furthermore, this Agreement supersedes all prior agreements, negotiations and communications of whatever type, whether written or oral, between the parties hereto with respect to distribution and use of said SPLOST.

SECTION 15. AMENDMENTS

This Agreement shall not be amended or modified except by agreement in writing executed by the governing authorities of the County and the Municipalities.

SECTION 16. GOVERNING LAW

This Agreement shall be deemed to have been made and shall be construed and enforced in accordance with the laws of the State of Georgia.

SECTION 17. SEVERABILITY

Should any phrase, clause, sentence, or paragraph of this Agreement be held invalid or unconstitutional, the remainder of the Agreement shall remain in full force and effect as if such invalid or unconstitutional provision were not contained in the Agreement unless the elimination of such provision detrimentally reduces the consideration that any party is to receive under this Agreement or materially affects the operation of this Agreement.

SECTION 18. COMPLIANCE WITH THE LAW

The County and the Municipalities shall comply with all applicable local, state, and federal statutes, ordinances, rules and regulations.

SECTION 19. NO CONSENT TO BREACH

No consent or waiver, express or implied, by any party to this Agreement, to any breach of any covenant, condition or duty of another party shall be construed as a consent to or waiver of any future breach of the same.

SECTION 20. COUNTERPARTS

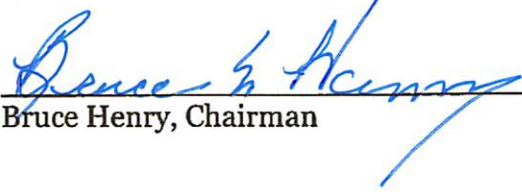
This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 21. MEDIATION

The County and Municipalities agree to submit any controversy arising under this Agreement to mediation for a resolution. The parties to the mediation shall mutually select a neutral party to serve as mediator. Costs of mediation shall be shared equally among the parties to the mediation.

IN WITNESS WHEREOF, the County and the Municipalities acting through their duly authorized agents have caused this Agreement to be signed, sealed and delivered for final execution by the County on the date indicated herein.

COUNTY OF JASPER, GEORGIA

By: 
Bruce Henry, Chairman

(Seal)

ATTEST:
 Clerk

MUNICIPALITY OF MONTICELLO, GEORGIA

By: Gail Harrell
Gail Harrell, Mayor

(Seal)

ATTEST:

Arnetia J. Pennamon Clerk



MUNICIPALITY OF SHADY DALE, GEORGIA

By: *Larry Champion*
Larry Champion, Mayor

(Seal)

ATTEST:

Joan Champion Clerk



Exhibit A

Distribution of Proceeds: All projects have equal priority and Jasper County and each municipality shall receive, on a monthly basis, an allocation of SPLOST funds as payments from the Georgia Department of Revenue are received. Said allocations shall be based, pro rata, on the table below.

2024 SPLOST Estimated Revenue: \$9,000,000 over 6 years, beginning April 1, 2024.

County/Municipality	Project	Cost	Pro Rata
Jasper County	Roads and Bridges	\$7,020,000	78%
Total Jasper County Projects:		\$7,020,000	78%
City of Shady Dale	Water System Improvements	\$50,000	2.8%
City of Shady Dale	Roads	\$220,000	0.2%
Total Shady Dale Projects:		\$270,000	3%
City of Monticello	Water and Sewer Improvements	\$359,100	4%
City of Monticello	New Public Works/Storage Facility & City Facilities Upgrades	\$273,600	3%
City of Monticello	Infrastructure Improvements	\$1,077,300	12%
Total Monticello Projects:		\$1,710,000	19%
Total of All Projects		\$9,000,000	100%

Business Item 5:

Agenda Request – Jasper County BOC

Department: BOC

Date: January 9, 2023

Subject: Crack Sealing Bids Approval – Post Rd Sections 1, 2 & 3

Summary:

Crack Sealing Bids Received for Post Rd Sections 1, 2 and 3

Blount Construction	\$46,708.57
Middle Georgia Asphalt Services	\$61,118.40
MHB Paving	\$88,750.00

Background:

2021 LMIG Program

GDOT Funding	\$533,232.43
30% County Required Match	<u>\$159,969.73</u>
Grand Total Project Minimum	\$693,202.16

Actual Expenditures

Post Rd	1.76 Miles to SR 142	
Pintail Drive	.16 Miles	
Grand Total		\$668,468.21

Remaining 2021 LMIG Funding Project

2021 LMIG Project Minimum	\$693,202.16
2021 LMIG Actual Expenditures	<u>\$668,468.21</u>
Remaining for 2021 LMIG Projects	\$24,733.95

Cost:

2021 LMIG Projects Available Funding	\$24,733.95
Balance from 2018 SPLOST	Based on Bid Award

Recommended Motion:

Award the 2023 Crack Sealing Post Rd Sections 1, 2 and 3 to Blount Construction in the amount of \$46,708.57 as presented.



**2023 CRACK SEALING:
Post Road Sections 1, 2, and 3**

REQUEST FOR PRICE QUOTATION

JASPER COUNTY, GEORGIA

Issued on November 3, 2022



ADVERTISEMENT

2023 CRACK SEALING PROJECT - POST ROAD SECTIONS 1, 2, & 3 JASPER COUNTY, GEORGIA

Jasper County is soliciting sealed price quotes for furnishing labor, materials, tools, equipment, and incidentals necessary to perform asphalt crack sealing on three sections of Post Road totaling 7.49 miles as shown on the attached site location map. The quotes should be issued as a single lump sum cost to perform crack sealing on the three sections of Post Road indicated on the map.

Section 1, which extends from approximately the city limits of Monticello northward to just north of Bowden Road, was resurfaced with a patch-and-overlay approach in 2016. Longitudinal and block cracking should be sealed for both lanes of the 20'-wide asphalt road.

Section 2, which extends from just north of Bowden Road northward to Smith-Brock Road, was resurfaced with full-depth reclamation and overlay at 22' width in 2018. For Post Road Section 2, crack sealing is requested only for 18 specific longitudinal crack locations, totaling 1495 feet of crack sealing. The 18 crack locations, ranging in length from 15 feet to 179 feet in length, are marked with paint and numbered.

Section 3, which extends from Smith-Brock Road northward to just north of Jeffries Road, was resurfaced with full-depth reclamation and overlay at 22' width in 2017. Longitudinal and block cracking should be sealed for both lanes of the 20'-wide asphalt road.

Quotations will be received by Mike Benton, Jasper County Manager, at the County Commissioners office at 126 W. Greene Street, Suite 18, Monticello, Georgia 31064 until **2:00 p.m. on Thursday, December 8, 2022**. Bids received after the designated time will not be considered. **Quotes shall be sealed and clearly labeled as " 2023 Crack Sealing Project."**

The price quotation shall include a brief description of the methods proposed to perform the work, the materials to be used, and proposed traffic control procedures. Work is to be accomplished in accordance with Georgia DOT specification Section 407 – Asphalt-Rubber Joint and Crack Seal and other applicable specifications.

The price quotation shall include a projected start and finish date for the work. Questions regarding this request for price quotation may be submitted to robert@jordan-eng.com by email before 3 pm on Tuesday, December 6, 2022.

**2023 CRACK SEALING:
Post Road Sections 1, 2, and 3**

GENERAL PROJECT INFORMATION

1. AWARD

- 1.1 Jasper County reserves the right to reject any or all bids, to waive any technicalities, formalities, or minor irregularities in submittals and, unless otherwise specified by the bidder, to accept any item in the bid.
- 1.2 The proposed work will be awarded in one contract and the award will be based on the total bid amount and other considerations that may benefit the County.
- 1.3 Jasper County is exempt from excise taxes, including transportation and sales tax, and in no case shall such taxes be included in bid prices. Any applicable taxes otherwise imposed by a governmental body must be shown as a separate item. Where applicable, tax exemption certificates will be furnished to supplier.

2. CHANGES

- 2.1 The County, without invalidating the Contract, may order changes within the general scope of the services required by this Contract by altering, adding to, and/or deducting from the services to be performed or by increasing or decreasing the item quantities requested. If any changes under this clause cause an increase or decrease in Contractor's cost of, or time required for, the performance of any part of the work under this Contract, an equitable adjustment shall be made by mutual agreement and the Contract shall be modified accordingly in writing.

3. INSURANCE REQUIREMENTS

- 3.1 The Contractor shall be responsible for every part of their work and for all materials, tools, equipment, appliances, and properties of any description used in connection therewith. The Contractor assumes all risks of direct and indirect damage or injury to the property of persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission, or operation under the Contract, or in connection in any way whatsoever with the contracted work.
- 3.2 The Contractor, during the continuance of work under the Contract, shall

maintain the following insurance coverages:

- A. Statutory Worker's Compensation and Employer's Liability insurance in an amount of not less than \$1,000,000.00 to protect the Contractor from any liability or damages for any injuries (including death and disability) to any of its employees, volunteers, or subcontractors, including liability or damage which may arise by virtue of any statute or law in force within the State of Georgia, or which may be herein after enacted.
- B. Comprehensive General Liability insurance in an amount of not less than \$1,000,000.00 per occurrence to protect the Contractor, its subcontractors, and the interest of the County, against injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the Contract or in connection with the contracted work. The general liability insurance shall also include the Broad Form Property Damage Liability endorsement, in addition to coverage for explosion, collapse, and underground hazards, where required.

3.3 Contractor further agrees to protect, defend, indemnify, and hold harmless Jasper County, its commissioners, officers, agents, and employees from and against any liability incurred whatsoever as a result of the work performed pursuant to the terms of this bid.

3.4 Contractor shall notify the Owner, in writing, sixty (60) days prior to any change in insurance coverage, including cancellation, non-renewal, et cetera. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate shall result in suspension of all payments until the new certificate is furnished. Additionally, contract work may be suspended until the new certificate is furnished to the Owner.

3.5 Insurance coverage required in these specifications shall be in force throughout the Contract term. Should the Contractor fail to provide acceptable evidence of current insurance within five days of written notice at any time during the Contract term, the Owner shall have the absolute right to terminate the Contract without any further obligation to the Contractor. Further, the Contractor shall be responsible for the cost of procuring the uncompleted portion of the Contract at the time of termination.

3.6 The Contractor and all subcontractors shall comply with the Occupational Safety and Health Act of 1970, and amendments, as it may apply to the Contract.

4. BONDING REQUIREMENTS

4.1 No bid bond, performance, or payment bonds will be required for this project.

5. PAYMENT

5.1 A single payment will be made upon completion, inspection, and county approval of the work and receipt of an invoice from the Contractor. Invoice will be paid within 30 days after approval by the county manager.

6. TRAFFIC CONTROL

6.1 The Contractor will be responsible for Traffic Control on this project.

6.2 The Contractor shall furnish, install, and maintain all necessary barricades, suitable and sufficient lights, danger signals, warning signs, and other traffic control protection devices in accordance with the State of Georgia and the Manual of Uniform Traffic Control Devices (MUTCD), current edition.

6.3 Roads closed to traffic shall be protected by effective barricades and obstructions shall be lighted during hours of darkness. Suitable warning signs shall be provided to properly control and direct traffic. Temporary signs may be reused, provided they are in good condition and legible. All protective devices shall be kept in a good, legible condition when in use. As soon as construction advances to the extent that temporary barricades and signs are no longer needed to inform the traveling public, such signs shall be promptly removed.

6.5 Costs of furnishing, installing, maintaining, and removing protective traffic control devices and all other work associated with traffic control should be included within the lump sum bid amount. The Contractor will retain ownership of all traffic control and temporary warning devices after completion of the project.

Anticipated Project Schedule

1. Advertisement posted – November 3, 2022
2. Deadline for questions – 3pm on Tuesday, December 6, 2022
3. Quotations due – Thursday, December 8, 2022, by 2 pm to Mike Benton, County Manager, at the Jasper County Courthouse
4. Contractor selection and award – Anticipated at the next County Commission meeting following receipt of quotes.
5. Notice to Proceed – Anticipated in January 2023
6. Project completion – Requested within 60 days of contract execution



Blount Construction Company Inc. • 1730 Sands Place • Marietta, Georgia 30067 • (770) 541-7333 • Fax: (770) 541-7340

Proposal and Contract

SUBMITTED TO: Mike Benton Jasper county Manager		PROJECT NAME: 2023 Crack Sealing Project		Date: 12/08/22	
Contact: Mike Benton		PROJECT LOCATION: Post Road Sections 1,2 & 3		Estimator: Keith Stephens	
Phone: _____		PLANS PREPARED BY: N/A			
Work: _____		DATE OF PLANS: N/A			
We are pleased to submit a proposal for the following work on the referenced project, according to the following unit prices, terms, and conditions.					
Item No	Description	Quantity	Unit	Unit Price	Amount
1	Crackfill	1.00	LS	\$46,708.57	\$46,708.57
	Work to be performed in accordance with GDOT Specification 407				
	Will Blow out cracks larger than 1/4 inch and fill with				
	Flexflex Type 2 Product 145186A on 7.49 miles on Post Road				
	Using Crafts 125 Superhot Machine				
	Traffic Control will be a rolling continuous lane closure				
	Start Date 14 to 21 Days after NTP				
	and ending 7 to 12 Days Weather Permitting				
Grand Total					\$46,708.57
<u>Project Notes</u>					

SPECIAL PROVISIONS: Prices do not include the cost of removal or disposal of rock, unsuitable subgrade materials, or hazardous waste materials. We will not be responsible for shallow utilities not located by others. We will not be responsible for drainage when design grades or existing conditions provide for a slope of less than 1%.

TERMS OF PAYMENT: Final measurements will be made upon completion and an invoice prepared using the UNIT PRICES indicated above. Estimates in the amount of 90% of work completed will be invoiced periodically with payment due in 30 days. Payment in full will be made no later than 30 days after completion of work. Should the amount due under this contract or any part of it be collected by law or through an attorney-at-law, the contractor shall be entitled to collect attorney's fees in the amount equal to 15% of such amount, and all costs of collection, plus interest at the rate of 8% per annum. If OWNER desires that we do any work not called for in our contract, we will record cost of such work, plus 10% General Overhead and 10% Profit, and prepare "Extra Work" invoices in addition to our contract invoices.

Respectfully Submitted,

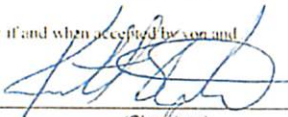
This proposal is subject to acceptance within 30 days, or may be made a contract thereafter if and when accepted by you and approved by Blount Construction Company, Inc.

(Signature)

(Printed Name and Title)

(Company or Firm)

(Date)



(Signature)

Keith Stephens/Vice President

(Printed Name and Title)

Blount Construction Company, Inc.

(Company or Firm)

December 8, 2022

(Date)



P.O. BOX 490
 RUTLEDGE, GA. 30663
 (C) 770-713-0828

ESTIMATE

Date: 12/8/2022

Customer Name / Address:	
0	
0	
0	
0	

Job Name / Location:	
Jasper County 2023 Crack Sealing	
Jasper County	
0	

Item #	Description	Quantity	Unit	Unit Price	Total
1	Crack sealing 7.49 Miles	1	LS	\$ 61,118.40	\$ 61,118.40
2	0	0	0	\$ -	\$ -
3	0	0	0	\$ -	\$ -
4	0	0	0	\$ -	\$ -
5	0	0	0	\$ -	\$ -
6	0	0	0	\$ -	\$ -
7	0	0	0	\$ -	\$ -
8	0	0	0	\$ -	\$ -
9	0	0	0	\$ -	\$ -
10	0	0	0	\$ -	\$ -
11	0	0	0	\$ -	\$ -
12	0	0	0	\$ -	\$ -
		Total		\$	61,118.40

Notes: Material being used is Crafeo Flex a Fill hot applied asphalt sealant. It will be applied using a crafeo SS125DC Crack Sealer. Traffic Control will be performed in house with stop/slow paddles and men working ahead signs and be prepared to stop signs.

<p>ACCEPTED: The above prices, specifications, and conditions are satisfactory and are hereby accepted.</p> <p>Customer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: Middle Georgia Asphalt Services</p> <p>Signature: _____</p> <p>Date: 12/8/2022</p>
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MHB Paving, Inc.

Quality - Experience - Service
113 S Cherokee Rd. Social Circle, GA 30025 (770) 786-8666 Fax (770) 786-1678

M160

PROPOSAL AND CONTRACT

Attn: Mike Benton

Date 12/8/2022

Email: robert@jordan-eng.com

Project: Jasper County, Post Rd Crack Sealing

Location: Post Rd, Monticello Ga

MHB Paving, Inc. (Hereafter called "MHB") proposes to furnish to you (the "Buyer") the following material and/or services required for the above:

<u>Approx. Qty.</u>		<u>Description</u>	<u>Rate</u>	<u>Price</u>
56,600.00	LF	<u>Asphalt</u> Crack Sealing 7.5 miles on Post Rd	\$ 1.25	\$ 70,750.00
				\$ 70,750.00
10.00	Days	<u>Traffic Control</u> Traffic Control - Asphalt Pilot truck behind crew and signs for sealing within ROW	\$ 1,800.00	\$ 18,000.00
		Traffic control pricing does NOT included bonds, engineered traffic control plans, permits, lane closure. If MHB is to supply any of the above, additional charges will be issued via a revised proposal or change order. **We can start in January- Estimated 10 days of dry weather to complete		\$ 18,000.00
		Total Estimate		\$ 88,750.00

Any item not explicitly stated above is NOT included in pricing. A change order will be issued for any additional work.

Plans:

DUE TO THE RISING COSTS OF ASPHALT MATERIAL, MHB IS NOT ABLE TO HOLD VENDOR PRICING. THEREFORE, SHOULD THERE BE AN INCREASE BEFORE ACTUAL PLACEMENT, YOU AGREE TO PAY FOR THE INCREASE WITH NO INCREASE TO PROFIT/OVERHEAD.

Exclude: Demo, Grading, Utility Work, Stairs, Handrails, Guard Rails, Loading Docks and Ramps.

No night work or weekend work included in pricing

MHB not responsible for damages to binder caused by binder being used as a work surface

NOTES:

1. Subgrade to be +/- 1/10 of grade.
2. MHB will not warranty drainage in areas having less than 1 1/2% fall to low points.
3. Quantities above are estimated, invoices will be made from actual field measurements.
4. Traffic Control is NOT included
5. MHB is Not responsible for supplying erosion control. Damages caused by such are Not covered.
6. Any work not described above will require a signed Change Order.
7. No permits or engineered plans
8. Compaction to be 95% or better.
9. A Discount May Be Given If Payment Is Received Within 10 Days From Billing Date, please inquire.
10. Price Includes 1 Mobilization, All Others Billed @ \$2,200.00/ea.
11. Layout/Surveying Work is Not included unless otherwise specified.

THIS PROPOSAL & CONTRACT MUST BE MADE PART OF SEPARATE CONTRACT.

This proposal will remain a firm offer for a period of thirty-five (35) days from the above date, after which it will be invalid unless confirmed in writing by MHB. Payment in full is required at completion of above work, unless otherwise specified. Customer shall pay all costs for attorney fees that may be incurred in the collection of past due invoices.

(Signature & Title)

MHB Paving, Inc.

Mark Tumlin - Estimator

(Signature & Title)

(Date of Acceptance)

Business Item 6:

Agenda Request – Jasper County BOC

Department: Jasper County Senior Center

Date: January 9, 2023

Subject: Senior Center 2009 Ford E-350 Van Condition and Status Update

Summary:

Staff was instructed by the Board of Commissioners at the November 7, 2022 meeting to get a full and detailed report of what the cost would be to completely repair the van in working order, in order to see if it would be advantageous to keep the current van or replace it with a new one.

As Senior Center Director, I would like to get BOC approval to purchase a new van because NEGRC—AAA, will not allow us to transport seniors in the current van due to the safety issues. Currently, this van is NOT in use.

A breakdown of our discovery is attached and the summary is listed below:

Background:

The Jasper County Board of Commissioners discussed the cost effectiveness in the up keep of the Jasper County Senior Center's 2009 Ford Van. In November 2022, the Jasper County Senior Center presented the cost of repairs and estimates that totaled \$5,422.93; the estimates that were presented did not reflect total repairs.

- Our 2009 Ford Van currently has 258,125 miles.
- As of 11/03/22, the back door will not open; AAA—NEGRC, will not allow the center to transport senior with this safety risk.
- Repairs to date: \$3,847.66 * ,
- Needed Repair Estimate: \$1,514.41—does not include Transmission
- **Grand Total: \$5,422.93**
- Public Works' Estimate--Michael Walsh's (See Attached)
\$6,019.58—Public Works (Estimate includes parts and labor)
\$9,219.58—Contracted Work (Estimate includes parts and labor)

Cost:

Recommended Motion:

Board's Discretion

JASPER COUNTY

199 MACK TILLMAN DR.
MONTICELLO, GA 31064
PHONE: (706)-468-4910
FAX: (706)-468-4923

PUBLIC WORKS

Michael Walsh, Director

TO: Melissa Driskell
FROM: Michael Walsh
DATE: 11/22/2022

The Senior Center Van 2008 E-350 Ford Van Replacement Parts:

Transmission

Lower Ball Joints

Upper Ball Joints

I-Beam & Bushings

Outer Tie Rods

Steering Cross Over Bar

Sway Bar Bushings

Rear Main Seal

Front Stabilizer Arm Bushings

Total Replacement Parts \$4,419.58

Public Works Labor \$1,600

Total \$6,019.58

Contracted Auto Labor \$4,800

Total Replacement Parts \$4,419.58

Total \$9,219.58

Business Item 7:

Agenda Request – Jasper County BOC

Department: Recreation

Date: January 9, 2023

Subject: Amended Recreation Board Bylaws - Adoption

Summary:

Request for adopting the Amended Jasper County Recreation Board By-laws

Background:

Amended by the Jasper County Recreation Board on December 15, 2022.

Cost:

Recommended Motion:

Motion to Adopt the Jasper County Recreation Board Amended By-laws as Presented.

Jasper County Recreation Association Board

Mission Statement

The mission of the Jasper County Recreation Association Board is to advise the Jasper County Commissioners, and assist the Recreation Director, and the Recreation Department in providing, establishing, maintaining, and conducting a county-wide public recreation program; to actively plan or present and facilitate county recreational program needs; to participate actively in local, state, and national recreation affairs; to educate the citizens of Jasper County by communicating information concerning development and progress of the recreation department.

By-Laws

Article I. Name and Address

- A. The name of this organization shall be the Jasper County Recreation Association Board.
- B. The physical address will be 246 Ted Saul's Road, Monticello, Georgia 31064

Article II. Board Membership

- A. Composition:** The Board shall be representative of the county and shall consist of five (5) members who shall be residents of Jasper County and who shall serve without compensation.
- B. Resignation:** A member of the Board may resign his or her position by written notice delivered to the Chairman, who shall immediately notify the Board of Commissioners by providing a copy of said resignation notice. Resignations shall be effective immediately upon receipt by the Chairman.
- C. Qualifications:** It is preferable that proposed appointees have a substantial record of involvement in recreation activities and /or knowledge of the activities governed by the Board. However, such qualifications are not a requirement for appointment to the Board but merely directive in nature.
- D. Terms of Office of Board Members.** The term of office of members of the Board shall be for three (3) years. Members whose terms have expired shall continue to serve as members until their successors have been appointed by the Board of Commissioners.
- E. Reappointment.** Reappointments shall be unrestricted and at the discretion of the Board of Commissioners.

Article III. Officers

A. Election of Officers. The Board shall elect, from its membership, a Chairman, Vice Chairman and other officers as may be desired, including but not limited to a Secretary and Treasurer. Officers shall be elected annually and shall serve for a term of one year, or until their successor is elected.

Any and all officers thus elected may serve for consecutive years, if reelected.

B. Duties and responsibilities

- 1. The Chairman shall:

- (a) be the presiding officer and conduct all meetings of the Board
 - (b) appoint standing committees as necessary to carry out the responsibilities of the Board
 - (c) be a voting member of the Board
2. The Vice-Chairman shall
- (a) perform the duties of the Chairman in the absence of the Chairman
 - (b) be a voting member of the Board
3. The Secretary shall:
- (a) keep records of minutes of the meeting of the Board,
 - (b) have custody of its book and records, which shall be housed with the secretary,
 - (c) take roll before each meeting noting excused or unexcused absences,
 - (d) give notice to members of meetings,
 - (e) attend to such other duties as may be assigned by the Board, and
 - (f) be a voting member of the Board
4. The Treasurer shall:
- (a) keep record of all revenues, expenditures, bank balances, and other information pertinent to the finances of the Board,
 - (b) pay all charges and bills approved by the Recreation Board for payment (note that all checks require two (2) signatures, one of which shall be the Treasurer),
 - (c) prepare or cause to be prepared and shall present to the Board a monthly financial statement of revenues collected, expenditures made, and bank balances,
 - (d) be a voting member of the Board
5. Public relation shall:
- (a) provide The Monticello News with meeting date, time and location and information concerning the recreation department as needed.
 - (b) be a voting member of the Board.

Article IV. Meeting, Quorum, Removal from Board, Appeals

A. Meetings

1. Regular monthly meetings of the Board shall be held the 3rd Monday of each month.
2. Special called meetings of the Board may be held at any time at the call of the Board Chairman, of the Director, or by a majority of the voting members of the Board.
3. All meetings are open to the public and must comply with the Georgia Open Meeting Law.

4. All votes taken by the Board, regardless of the matter for which a vote is necessary, shall be made in public by a show of hands. Votes may not be taken or made by secret ballot.
5. The Director and/or Assistant Director shall attend all meetings of the Recreation Board, but shall not vote on any matter.

Quorum _

1. A quorum shall consist of 50% of the voting members plus one (1) voting member of the Board, and it shall be necessary that a quorum be present to conduct a meeting, discuss Recreation issues, hold a hearing, or take any action or vote. A majority of those present and voting shall be necessary to approve any action under consideration by the Board.

C. Removal from the Board

1. Absent from three (3) consecutive scheduled meetings by any member of the Recreation Board without due and acceptable excuse shall constitute a vacancy on the Board. The Chairman shall be notified of such vacancies and shall relay same to the Board of Commissioners.
2. Conduct unbecoming a member as determined by the Board.
3. Violation of the Rules and Regulation adopted by the Board and approved by the Board of Commissioners.
4. Procedure for Removal:
 - (a) In all cases of removal of a board member by the Board, such fact shall be noted in the minutes of the Board and the minutes shall reflect the effective date of the removal and said reasons.
5. In all cases of removal by the Board, the member under review shall have the right to a hearing. Should the member request a hearing, it shall be held during the next scheduled regular meeting of the Recreation Board. During the hearing, which is open to the public, the Board may hear testimony and hear evidence necessary to make a determination. The member has the right to be represented by counsel during the hearing at their own expense. Following such hearing, the Recreation Board shall render its decision by taking a vote (in public) by a show of hands and the members shall be notified by written notice within five (5) business days of the hearing. The Board shall notify the Board of Commissioners of its decision to remove a Board member and provide the reason thereof. Once the Board has made its decision, the member will be given written notice of the Board's decision, to include the date by which the decision is effective, by certified mail-return receipt requested within five (5) days of the Board's decision.

D. Appeals

1. The member has the right to appeal the decision of the Recreation Board to the Board of Commissioners. Such appeal must be in writing and received at the office of the Board of Commissioners within fourteen (14) days following receipt of the notice of the decision from the Recreation Board. The Board of Commissioners, at its discretion may conduct a hearing regarding the appeal within 45 days of the date of the filing of the appeal. The member shall be notified in writing by the County Clerk as to the date, time and place of the Public Hearing. All hearings conducted by the Board of Commissioners are open to the public as provided for in the Georgia Open Meeting Law. The member shall have the right to be represented by counsel at the expense of the member.

2. Following the hearing, the Board of Commissioners shall render its decision, and the member will be notified in writing within 14 day following the hearing. The decision of the Board of Commissioners shall be final.

Article V. Meeting Agenda

- A.** Unless otherwise determined by the Chairman, the order of business at regular meetings shall be determined by an agenda presented to members before the meeting begins. Any changes in the presented agenda will require a motion to amend that must be passed by majority of the voting members. Changes in order of business or dispensing with any item may be made by request and approval of the Board. The posting of the agenda for regular called and emergency meetings of the Board shall comply with the Georgia Open Meeting Law.
- B.** Individuals who wish to be placed on the regular meeting agenda may do so by contacting the Director at least seven (7) days prior to the regular meeting, and must give the Director the subject to be discussed. If the subject is a complaint or violation, then the procedures in this document shall be followed. Individuals who wish to speak during the meeting about a topic on the agenda may sign up thirty (30) minutes immediately preceding the meeting.
- C.** Individuals, wishing to make public comment, will be recognized for a maximum of three (3) minutes to present their subject, and no subject other than the stated subject on the agenda will be allowed. Unused time may not be given up to any other individual wishing to speak.

Article VI. Meeting Minutes

Meeting minutes shall be recorded and such records shall be open to public inspection once approved by the Board, but no later than immediately following its next regular meeting. Minutes shall include the names of the members present, a description of each motion or proposal, the names of the members making and seconding the motion or proposal, and a record of all votes to include, if not unanimous, the names of the persons voting for or against such motion or proposal. Meeting minutes shall be in accordance with the Georgia Open Meeting Act.

Article VII. Rules of Procedure

The Board shall conduct all meetings and activities according to parliamentary law as stated in the Roberts's rules of Order, Revised, unless otherwise specified. In addition, all meetings and actions taken during such meeting shall comply with the Georgia Open Meeting Act.

Article VIII. Conflict of Interest

Any Board member who has a conflict of interest on any given issue shall announce the existence of conflict prior to discussion of the issue and shall refrain from discussing or voting on that issue.

Article IX. Duties, Powers, and Enforcements

- A. Duties.** The duties of the Board shall include but not limited to, the following:

1. To advise and recommend ways and means by which recreation programs may be improved or strengthened.
2. To develop new programs and activities as public may dictate,
3. To develop a system of fees and charges for use of outdoor recreation facilities for participation in recreation programs, and
4. Other duties and responsibilities as may be directed by the Jasper County Board of Commissioners from time to time.

B. Power and Jurisdiction.

In order to perform the duties, the Board shall have the following authority:

1. To adjudicate complaints, disputes or other grievances from the public arising out of recreation activities and to conduct such review hearings per resolution.
2. To adopt by-laws and other rules of procedure to achieve its purpose and function, with final approval by the Board of Commissioners.
3. To establish rules governing participating in recreation programs and the consequences for failure to follow aforementioned rules.
4. To evaluate programs and activities from year to year with the evaluation method to be determined by the recreation department.

C. Enforcement. The primary responsibility for the enforcement of these By-Laws shall be vested in the Director with approval of the Board.

Article X. Amendments

- A. By -Laws.** By-Laws may be amended by the Jasper County Recreation Association Board.
- B. Amendments.** Amendments to these By-Laws must be submitted in writing to the Jasper County Recreation Association Board at a regularly scheduled meeting.
- C. Approval by Board of Commissioners.** Proposed amendments must be reviewed and approved by the Board of Commissioners prior to any action being taken by the Recreation Board.

Adoption

These By-Laws are adopted by a vote of ___ to ___ during a called meeting of the Jasper County Recreation Board held on _____ and are effective following the adoption of same by the Jasper County Commissioners.

Jasper County Recreation Board

Sheila Gantt-Jones
Chairman

Certification of Adoption by the Board of Commissioners

This is to certify that the above By-Laws and the attached Appendence A were approved and adopted by the Jasper County Board of Commissioners by a vote of 4 to 0, during a regularly scheduled meeting held on February 4, 2019.

- *By-Laws were amended on June 4, 2018 to raise membership from 5 to 7 members.*
- *By-Laws were amended on February 4, 2019 to raise membership from 7 to 9 members.*
- *By-Laws were amended on August 2, 2021 to decrease membership from 9 to 7 members.*
- *By-Laws were amended on June 6, 2022 to decrease membership from 7 to 5 members.*

Business Item 8:

Agenda Request – Jasper County BOC

Department: BOC

Date: January 9, 2023

Subject: Schedule Work Sessions and Called Meetings

Summary:

Background:

Cost:

Recommended Motion: