

**BOARD OF COUNTY COMMISSIONERS  
 JASPER COUNTY, GEORGIA  
 REGULAR MEETING AGENDA  
 \*\*\*\*SMALL COURT ROOM – 2ND FLOOR\*\*\*\*  
 MONTICELLO, GEORGIA  
 May 1, 2023  
 6:00 p.m.**

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

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

**IV. Approval of Agenda**

**V. Consent Agenda –**

1. Approval of Minutes:
  - April 3, 2023 - Regular Meeting Minutes
2. Check Register – Check #'s **67408 - 67617**

**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 and recommendation by the Planning Board will be held for a Residential Plat located off of Cook Road, Map & Parcel 026 054 002. The request is to approve the division of land for a total of 19 lots on 288.707 acres. The property is zoned AG and the lots will abut existing road frontage.
2. A Public Hearing and recommendation by the Planning Board will be held for a Residential Plat, Hardy Creek Estates, located off of Millen Road, Map & Parcel 026 054 004. The request is to approve the division of land for a total of 11 lots on 152.06 acres. The property is zoned AG and the lots will abut existing road frontage.
3. A Public Hearing and recommendation by the Planning Board will be held for an Industrial/Commercial Preliminary Plat located at the NNW intersection of Hwy 83 S and Edwards Road, Map & Parcel 040 010X and 039A 029. The request is for a total of 10 lots on 35.72 acres.
4. Consideration of a Moratorium for all Rezoning requests until such time as the Comprehensive Land Use Map is approved which is due on or before October 31, 2023.

## **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.*

## **VIX. County Commissioner Items**

## **X. Regular Agenda**

### **Business Items:**

1. RES23-001 – Approval for an Agricultural Plat that has more than 3 lots – Cook Road
2. RES23-002 – Approval for an Agricultural Plat that has more than 3 lots – Millen Road
3. PPT23-001 – Approval for Preliminary Plat for AC Business Park
4. Discussion/consideration of enacting a Moratorium on the acceptance of Rezoning requests until the Future Land Use Map and Comp Plan are updated
5. Sheriff's Office/Jail Project – Proposals for Construction Materials Testing and Special Inspection Services
6. GDOT Low Impact Bridge Program – Application for Cook Rd Bridge, River Rd Bridge and Guy Jones Rd Bridge
7. Pittman Construction Contract Modification – Commercial Asphalt Patching on County Line Rd and Hodges Farm Rd
8. Azalea Regional Library – Impact Fee
9. Intergovernmental Agreement with City of Monticello – Sands Drive Park Improvements
10. Jasper County Fire Rescue is requesting to purchase a new vehicle to replace the current 2008 Ford F150 single cab truck with a truck with increased capabilities for mission critical operations.
11. Jasper County Fire Rescue is requesting to purchase a new 60" cut commercial grade lawn mower to maintain yards of our Fire Stations.
12. FY 2023 3<sup>rd</sup> Quarter Financial Report
13. 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:** May1, 2023

**Subject:** Approval of Minutes

**Summary:**

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

- April 3, 2023 - Regular Meeting Minutes

**Background:**

**Cost:** \$0

**Recommended Motion:**

**Approve minutes for:**

- April 3, 2023 - Regular Meeting Minutes

**Jasper County Board of Commissioners**  
**April 3, 2023**  
**Regular Meeting Minutes**  
**6:00 P.M.**

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

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

Staff: Mike Benton, County Manager, Sharon Robinson, Administrative Services Director, Larissa Ruark, Chief Accounting Officer, and Barry Fleming, Fleming Nelson Attorney Group

**Pledge of Allegiance:**

**Invocation:** Commissioner Bruce Henry, District 2.

**Agenda Approval:** Commissioner Stunkel motioned to add JDA Board appointment to the agenda. Commissioner Ledford seconded the motion, passed unanimously.

Commissioner Stunkel Motioned to approve the agenda as amended. Commissioner Ledford seconded the motion, passed unanimously.

**Consent Agenda:**

Commissioner Henry motioned to update the meeting minutes for March 6, 2023 to reflect that Chairman Jernigan called the meeting to order; and approve Work Session Minutes of February 27, 2023. Commissioner Ledford seconded the motion, passed unanimously.

- February 27, 2023- Work Session Minutes
- March 6, 2023- Regular Meeting Minutes

Commissioner Ledford motioned to approve Check #s **67164-67407**. Commissioner Stunkel seconded the motion, passed unanimously.

**Public Hearings:** None

**Presentations/Delegations-** **Jennifer Lassen, Executive Director- Monticello/Jasper County Chamber of Commerce-** Jennifer Lassen stood before the board to introduce herself as the new Executive Director of the Chamber of Commerce.

**Citizens Comments:**

- **Jason Bunn (Bailey Road)** – Mr. Bunn asked what are we doing to protect our kids in Jasper County.
- **John Henderson (Herds Creek Road)** - Mr. Henderson complimented the Public Works Department & Commissioner Ledford for work that they completed on Herds Creek.
- **David Thompson (Forsyth Street)** - Mr. Thompson spoke about the scenic byways and ask that the Scenic Byway Commission of 1992 be reactivated.
- **James Belcher (Hillsboro)** –Mr. Belcher thanked the Board of Commissioner for backing and participating in the Jasper County Day of Kindness.

**County Commissioner's Items**

**Commissioner Ledford-** Commissioner Ledford complimented the Public Works department for their hard work during recent rains.

**Commissioner Stunkel-** None

**Commissioner Jernigan-** None

**Commissioner Jones-** Commissioner Jones asked for an update on Greer Road.

**Chairman Henry-** Commissioner Henry stated that the land has been purchased and ground breaking for the Food Bank will be this week.

**Business Items:**

**Item 1: Jasper County Public Facilities Authority- Board:** Mr. James Thiele stood before the PFA board. He stated that it is a balance between supporting his county and using his business background to help the county.

Commissioner Stunkel motioned to re-appoint James Thiele to the Public Facilities Authority Board. Commissioner Ledford seconded the motion, passed unanimously.

Mr. Bill Nash stood before the board to express why he should be reappointed to the PFA Board. He stated that they initially spent months figuring out who they were, what to do and how to do it. He feels like he has been instrumental.

Commissioner Henry motioned to re-appoint Bill Nash to the Public Facilities Authority Board. Commissioner Ledford seconded the motion, passed unanimously.

Mr. Howard Fore expressed his interest in being appointed to the PFA Board. He stated that we need to do something to help the children in the county.

Commissioner Jones motioned to appoint Mr. Howard Fore to the Public Facilities Authority Board. Commissioner Ledford seconded the motion, passed unanimously.

Chairman Jernigan stated that he would like to continue to serve as the Board of Commissioner Representative on PFA board.

Commissioner Stunkel motioned to appoint Commissioner Jernigan as the Board of Commissioners Representative to the Public Facilities Authority Board. Commissioner Jones seconded the motion, passed 4-0 (Commissioner Jernigan abstained).

**Item 1a: JDA Board Appointment:** Commissioner Henry motioned to reappoint Commissioner Stunkel as the representative from the Jasper County Board of Commissioners to the JDA Board. Commissioner Ledford seconded the motion, passed 4-0 (Commissioner Stunkel abstained).

**Item 2: NEGRC Area on Aging 2023 American Rescue Plan (ARPA) Contract- Senior Center:** Senior Center Director Brenda Jacobs explained that the Senior Center has received ARPA funds.

Commissioner Ledford motioned to authorize chairman Jernigan to sign the NEGRC ARPA contract to receive the ARPA Funds. Commissioner Ledford seconded the motion, pass unanimously.

**Item 3: Senior Center 2009 Ford E-350 Van Replacement Vehicle:** Ms. Jacobs explained that it is hard for them to find a new van or bus. They are selling quickly each time they find one. She advised of the vehicles that are available.

The commissioners advised Ms. Jacobs to not compromise on the things that they need.

Commissioner Ledford motioned to allow the Senior Center staff to put down \$3000 to hold the vehicle once they find it to give our mechanic time to check it out. Commissioner Stunkel seconded the motion, passed unanimously.

Commissioner Stunkel motioned to authorize the purchase of 2023 passenger bus in the amount of \$116,100 to be paid with ARPA funds. Commissioner Jones seconded the motion, passed unanimously.

**Item 4: Participation Forms for the New National Opioid Settlements:** Mr. Benton stated that the county chose to participate in the National Opioid Program Settlements. The county has received money.

Mr. Fleming (interim county attorney) stated that this decision should be easier than the initial one. These cases are already settled it is just a matter of where the county wants to receive funds from the settlement.

Commissioner Henry motioned to direct the chairman to execute the requisite Participation Forms for Teva, Allergan, CVS, Walgreens, and Walmart (collectively the “New Opioid Settlements”) prior to the April 18, 2023 deadline. Commissioner Ledford seconded the motion, passed unanimously.

**Item 5: Recreation Department Football Fields Discussion:** Mr. Benton stated that staff is seeking approval of the board to have conversation with the new owners of Rose Bowl Field (Monticello Baptist Church) to discuss short term usage of the field for our football program. We would ask the Board of Education for the use of the parking lot behind Thomas Person’s Hall.

Commissioner Henry motioned to authorize Staff to meet with the Monticello Baptist Church to discuss short term usage of Rose Bowl Field and to meet with the Jasper County Board of Education to discuss short term usage of the parking lot behind Thomas Persons Hall for the purpose of providing additional capacity for County Recreation Football Program activities; passed unanimously. Commissioner Stunkel seconded the motion, passed unanimously.

**Item 6: Landfill Operations Discussion:** Mr. Benton stated that we been running a Certified Construction & Demolition Landfill since 2010. Historically EPD has allowed non organic items to be placed in the landfill. They have recently come up with tighter enforcement of their own rules of what can be placed in the landfill. The Public Works Director and County Manager are looking into what it is going to take to modify operations. For this reason Staff recommends delaying the free month of dumping.

Chairman Jernigan stated that he has been asked several times about the free dump month. He stated that a committee was formed last year to discuss a way that we can still do the free dump. It would be set up so that residents will get one free dump per year through a voucher program.

Commissioner Jernigan motioned to have the Landfill committee to meet and discuss feasibility for one free dump per address in the county for the year and create vouchers. Commissioner Henry seconded the motion, passed unanimously.

**Item 7: Schedule Work Sessions and Called Meetings as Needed:** The commissioners decided that the current Work Sessions for the budget meetings are sufficient. They changed the May 5<sup>th</sup> Work Session to a Called Meeting.

**County Attorney Items:** None

**County Manager Update:** Mike Benton gave an updated of the numbers for building permits for the current year in comparison to the past year. The Jackson Lake Road project is scheduled to start in the first week of May, weather permitting. Gay Road and Aldridge Road are both still closed due to last weeks’ rain. The groundbreaking ceremony for the Jail and Food Bank are next week.

**Executive Session:**  
None

**Adjourn:** Commissioner Stunkel motioned to adjourn the meeting at 7:15 p.m. Commissioner Ledford seconded the motion, passed unanimously.

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Don Jernigan, Chairman

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Sharon Robinson, Clerk

**Consent Agenda – Item 2:**

**Agenda Request – Jasper County BOC**

**Department:** Board of Commissioners

**Date:** May 1, 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 **67408 - 67617**



**Public Hearing 1:**

**Agenda Request – Jasper County BOC**

**Department:** Planning and Zoning

**Date:** May 1, 2023

**Subject:** RES23-001 – Approval for an Agricultural Plat that has more than 3 lots

**Summary:** A Public Hearing will be held for RES23-001 located off of Cook Road, Map & Parcel 026 054 002. The request is to approve the division of land for a total of 19 lots on 288.707 acres. The property is zoned AG and the lots will abut existing road frontage.

**Background:** The Planning Commission held a public hearing for the request on 04/20/2023.

**Cost:** Required legal advertisement only

**Recommended Motion:** N/A

**JASPER COUNTY  
RESIDENTIAL PLAT PETITION  
Board of Commissioners  
5/01/2023**

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**Case Number:** RES23-001  
**Name of Applicant:** Mark Buckland for BRTC Capital, LLC  
**Address of Property:** Cook Road, Monticello GA  
**Tax Parcel:** 026 054 002 (a 288.07-acre portion of the current Tax Parcel)  
**District:** 3 (Three)

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**Request:** To subdivide a parcel of land into 19 lots

**Applicable Standard:** Section 105-161 (Development Regulations) and Section 119-244 (Zoning Ordinance)

**Purpose of Request:** To create lots that allow for both agricultural uses and construction of a single-family residence on the lot.

**Size of Property:** 288.707 acres

**Present Zoning:** AG (Agricultural District)

**Present Use:** Undeveloped

**Review Sections:** As per Section 105-161 of the Jasper County Zoning Ordinance, such plats shall be reviewed 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.

**Comments:** The current Tax Parcel on the Tax Assessor's QPublic website shows a 632+- tract of land (aka parent parcel). In January of 2023 the parent parcel divided the tract into 2 tracts: a 288.707-acre tract under request to further subdivide into tracts to create new lots under the same zoning of Agricultural District and the remaining acre were combined with adjoining land under the same ownership.

**APPLICABLE ORDINANCE SECTIONS (AS AMENDED ON 11/07/2022 & 03/06/2023)**

**Section 105-161 - Residential Subdivision Design**

Prior to submitting construction plans for any street, utility, or other site improvements (as applicable), the Developer shall submit to the Director of Planning & Zoning to forward for review and recommendation by the Planning Commission and review and final decision by the Jasper County Board of Commissioners, a Plat showing any combination or subdivision of the proposed lot/s prepared in accordance with these Regulations.

1. Pre-application review stage.  
Before the submission of any plats to the director of planning, the developer must submit a sketch plat showing the proposed development layout of the subdivision. The developer and director of planning should informally discuss what this chapter requires and what the developer proposes to do. This will assist the developer in preparing a residential subdivision plat that meet from the very beginning the intent and standards specified by this chapter so as to reduce undue time and expense in preparing plans that cannot be approved by the planning commission.
2. 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 developer of parcel.
  - c. Date of plat preparation with space for revision dates.
  - d. North point, identified as magnetic, true or grid.
  - e. Minimum Graphic scale of one (1) inch equals 200 feet.
  - f. Appropriate legend of symbols used on plat.
  - g. List any conditions of zoning, rezoning, variance and date of approval, if applicable.
  - h. Certificates of approval. The following certificates shall be inscribed on the residential subdivision plat:
    - (1) Certificate of approval of the preliminary plat by the planning commission.
    - (2) Signed seal of a state-registered land surveyor, certified landscape architect or state professional engineer.
    - (3) Certificate of approval of the preliminary plat by the county health department.
    - (4) Owner's certificate stating property ownership, consenting to development, and that all appropriate taxes have been paid.

2. Existing Conditions

RES23-001

Board of Commissioners 5-01-2023

- a. Zoning district of land to be subdivided and zoning classification of adjoining properties.
  - b. Exact boundary lines of the tract indicated by a heavy line giving lengths and bearings. The boundary lines should include the entire tract to be developed. Provide date and source of survey.
  - c. Location map showing the parent parcel in relation to the surrounding area at a minimum scale of one inch to 2,000 feet. Include well-known landmarks such as railroads, highways, bridges, creeks, etc. and city and/or county jurisdictional boundaries and land lot lines, if applicable.
  - d. Location of natural features including streams and watercourses with direction of flow on the proposed project.
  - e. Location and/or size of existing cultural features on or adjacent to the proposed subdivision.
  - f. Limits of 100-year floodplain. If none, note indicating such with data source and date.
  - g. Location and square footage of wetland areas.
  - h. Note as to provision of water supply and sewer disposal.
  - i. Existing sewers, water mains, drains, culverts, and other underground facilities or utilities within easements or rights-of-way on or within 300 feet of the tract to be subdivided, as relevant.
  - j. Adjoining property information, lot arrangement and/or adjoining property owners' names, rights-of-way and easements within 300 feet of subdivision.
  - k. Total acreage, minimum dwelling size and minimum lot size of project.
- B. Residential Subdivisions on State Routes require GDOT comments to be submitted to the Planning & Zoning Department along with the Residential Subdivision (aka Final) Plat.
- C. A letter requesting review and approval of a Residential Subdivision plat and giving the name and address of a person to whom the notice of hearing and action on the Residential 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.

3. Approval of a Residential Subdivision 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 Residential Plat, if any.

4. If the Residential Subdivision 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.

**Sec. 119-244. - Development standards—Agriculture and residential districts.**

Item	AG	R-R	RES
Minimum heated floor area per dwelling unit	1,200 sf	1,200 sf	1,800 sf
Minimum lot area without water or sewer	5 acres	3 acres	2 acres
Minimum lot area with public/private water	5 acres	3 acres	2 acres
Minimum lot area with public/private water and sewer	5 acres	3 acres	2 acres
Minimum lot width	200 ft.	200 ft.	125 ft.

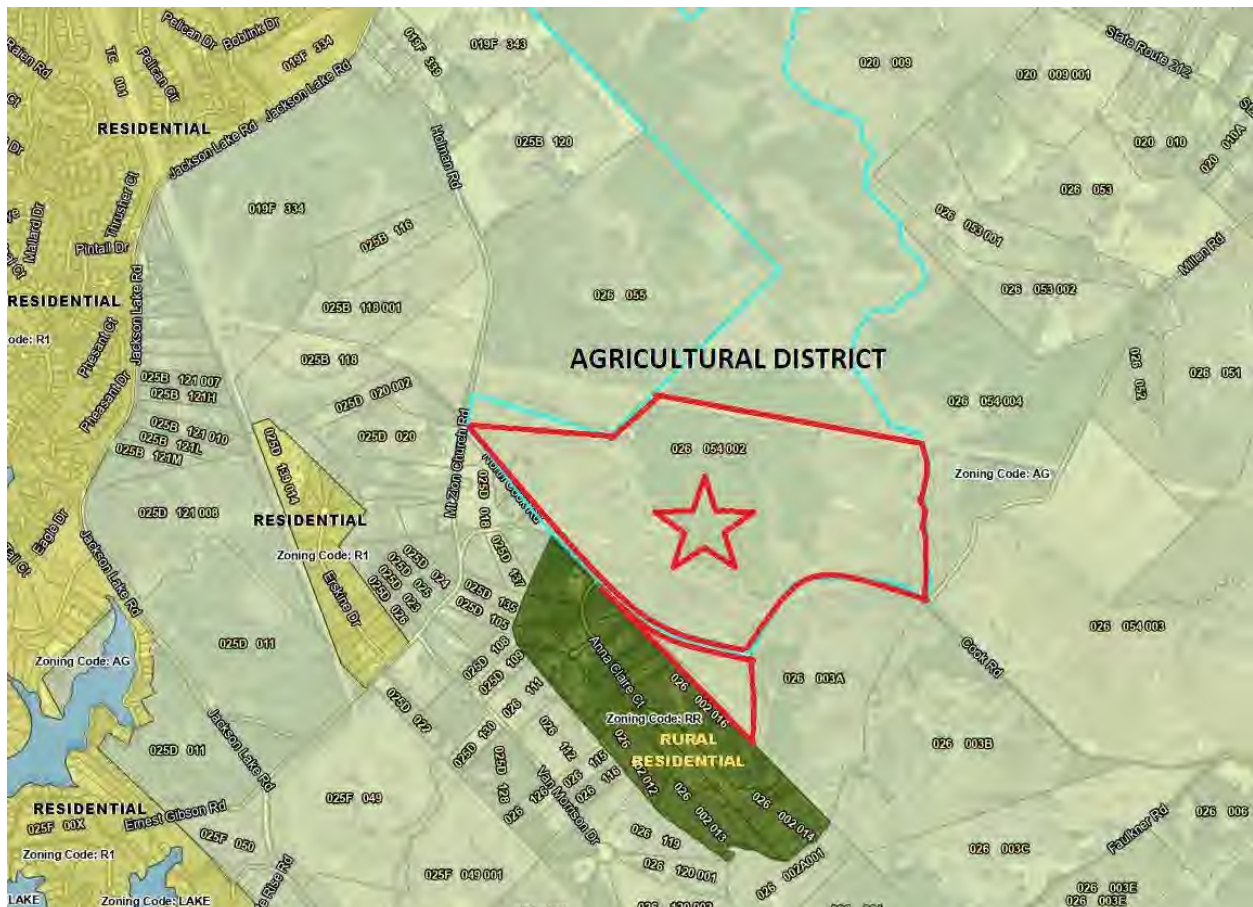
Minimum road frontage	200 ft.	200 ft.	125 ft.
Minimum front yard/setback arterial road	80 ft.	80 ft.	80 ft.
Minimum front yard/setback major collector	80 ft.	80 ft.	80 ft.
Minimum front yard/setback minor collector	30 ft.	30 ft.	30 ft.
Minimum front yard/setback local roads	30 ft.	30 ft.	30 ft.
Minimum side yard	30 ft.	30 ft.	30 ft.
Minimum rear yard	50 ft.	50 ft.	30 ft.
Compliance with architectural standards required?	No	No	No

;le=2;NA — Not allowed

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

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

## ZONING MAP



RES23-001

Board of Commissioners 5-01-2023

**APPLICANT'S INFO**

Jasper County Planning and Zoning  
126 W Greene St, Suite 017  
Monticello, GA 31064



Office numbers: 706-468-4905 or 706-468-4940

### APPLICATION FOR RESIDENTIAL SUBDIVISION DESIGN PLATS

Submittal Date: March 9, 2023

Project Name: BRTC Capital

# of Lots 19 Total Acres 288.707

Project Address of Primary Street: Cook Street, Monticello, Georgia

Tax Map and Parcel Numbers 026 054 002 Zoning AG

Water Source: Public or Private Wastewater Source: Septic or Sewer

Applicant/Company: Mark A. Buckland

Representative: \_\_\_\_\_ Cell: (478) 749-9928

Email: mbuckland@jamesbatesllp.com

Address: 231 Riverside Drive, Macon, GA 31201

Property Owner's Name: BRTC Capital, LLC

Phone: (478) 508-9019 Cell Phone: (478) 508-9019

Address: 216 Franklin Road, Macon, GA 31220

Email: benjohnson26@gmail.com

(If property owner is different from applicant, we must have a signed, notarized original letter giving express written permission for the use.)

24-Hour Contact Name: Ben Johnson

Phone: (478) 508-9019

Applicant Signature: [Signature] Date: 3/9/23

Rvsd 1/10/2023





**JAMES BATES  
BRANNAN GROOVER LLP**

MARK A. BUCKLAND

EMAIL: [muckland@jamesbatesllp.com](mailto:muckland@jamesbatesllp.com)

DIRECT LINE: 478-746-9028

March 9, 2023

**VIA E-MAIL: [jjohnson@jaspercountvga.org](mailto:jjohnson@jaspercountvga.org)**

Judy Johnson, Planning and Zoning Director  
Planning and Zoning  
Jasper County, Georgia  
126 W. Greene Street, Suite 18  
Monticello, Georgia 31064

Re: BRTC Capital, LLC

Dear Ms. Johnson:

Thank you again for your assistance with this matter. Please find enclosed the following documents:

- 1) Division Survey for BRTC Capital, LLC prepared by Matthew S. Johnson, RLS No. 2868 depicting the proposed subdivision of 19 parcels all over 5 acres (the "Plat");
- 2) Application for Residential Subdivision Design Plats on behalf of BRTC Capital, LLC (the "Application").

To that end, BRTC Capital, LLC (the "Owner") owns fee simple title to 288.707 acres of real property located on Cook Road, Monticello, Georgia (the "Property"). The Property is zoned Agricultural District (AG) and the purpose of such zoning designation is "to maintain an area of agricultural use and rural character within the county, to preserve a working agricultural economy and rural landscape in these areas, to conserve environmentally sensitive resources, to stabilize and protect single-family characteristics of the district, and to promote and encourage a suitable environment for family life<sup>1</sup>." It is the Owner's desire and responsibility to ensure the continuation of such purpose. As such, the Owner's Application is in compliance and furtherance of the purpose of the AG zoning designation. The Owner has proposed the subdivision of parcels included on the Plat to be five (5) acres or more in size for the preservation of the area's rural character within the county. The sizes of the proposed parcels are also ideal for the promotion of agricultural use and to increase the number of small farms.

<sup>1</sup> The Code of Ordinances Jasper County, Georgia Sec. 119-194(a).

**MACON**

231 RIVERSIDE DR. ■ MACON, GA 31201  
TEL 478.742.4280 ■ FAX 478.742.8720

**ATLANTA**

3399 PEACHTREE RD NE, STE 1700 ■ ATLANTA, GA 30326  
TEL 404.997.6020 ■ FAX 404.997.6021

**ATHENS**

One Press Place, STE 200 ■ ATHENS, GA 30601  
TEL 706.215.8321 ■ FAX 706.215.8322

ATTORNEYS AT LAW - A LIMITED LIABILITY PARTNERSHIP - [JAMESBATESLLP.COM](http://JAMESBATESLLP.COM)

RES23-001

Board of Commissioners 5-01-2023

Judy Johnson  
Page 2  
March 9, 2023

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Given these facts, the Owner respectfully requests the Application be approved as contemplated by the Plat. Should you have any additional questions or need additional information, please feel free to contact me.

Sincerely,



MARK A. BUCKLAND

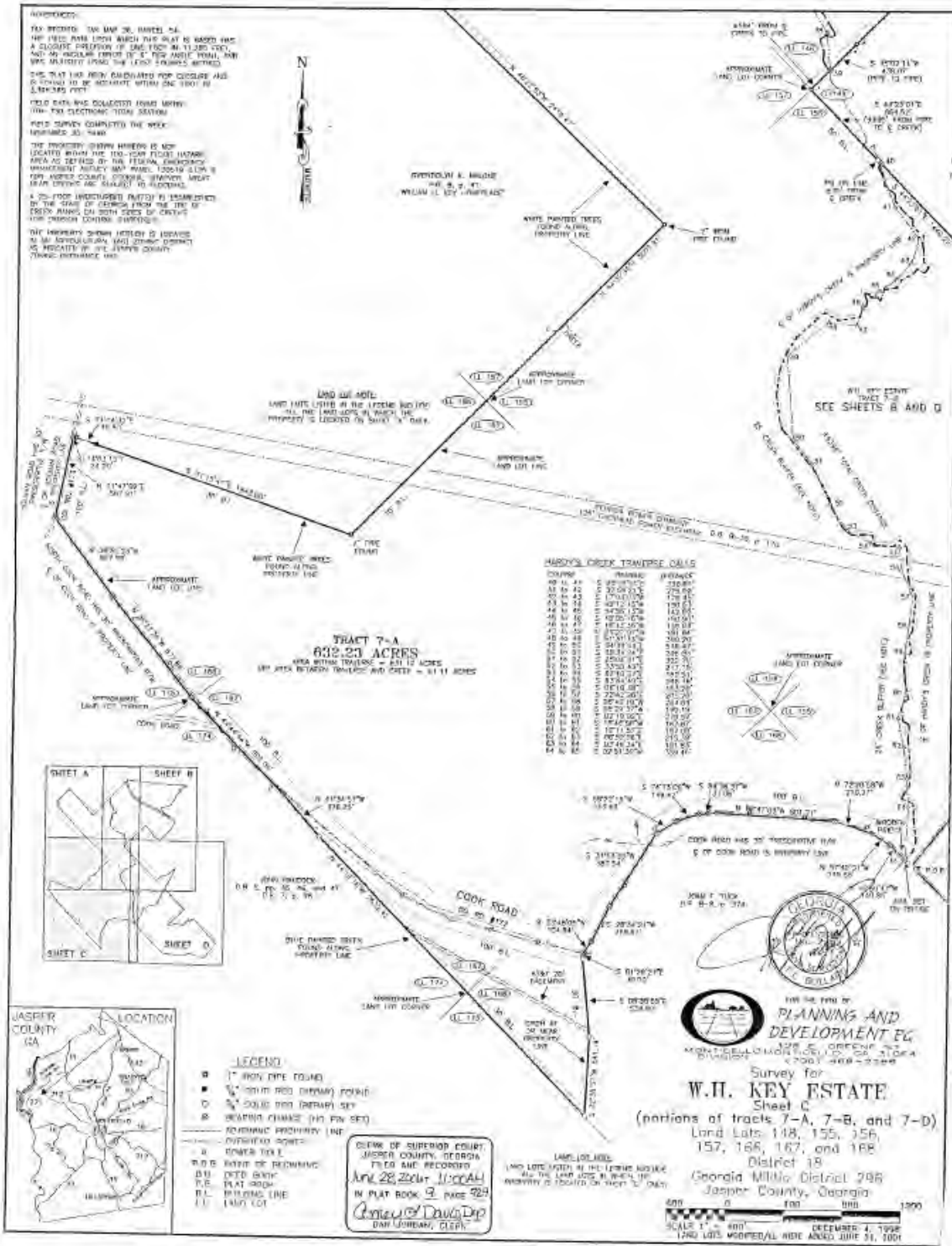
Enclosures

cc: Ben Johnson (via email)

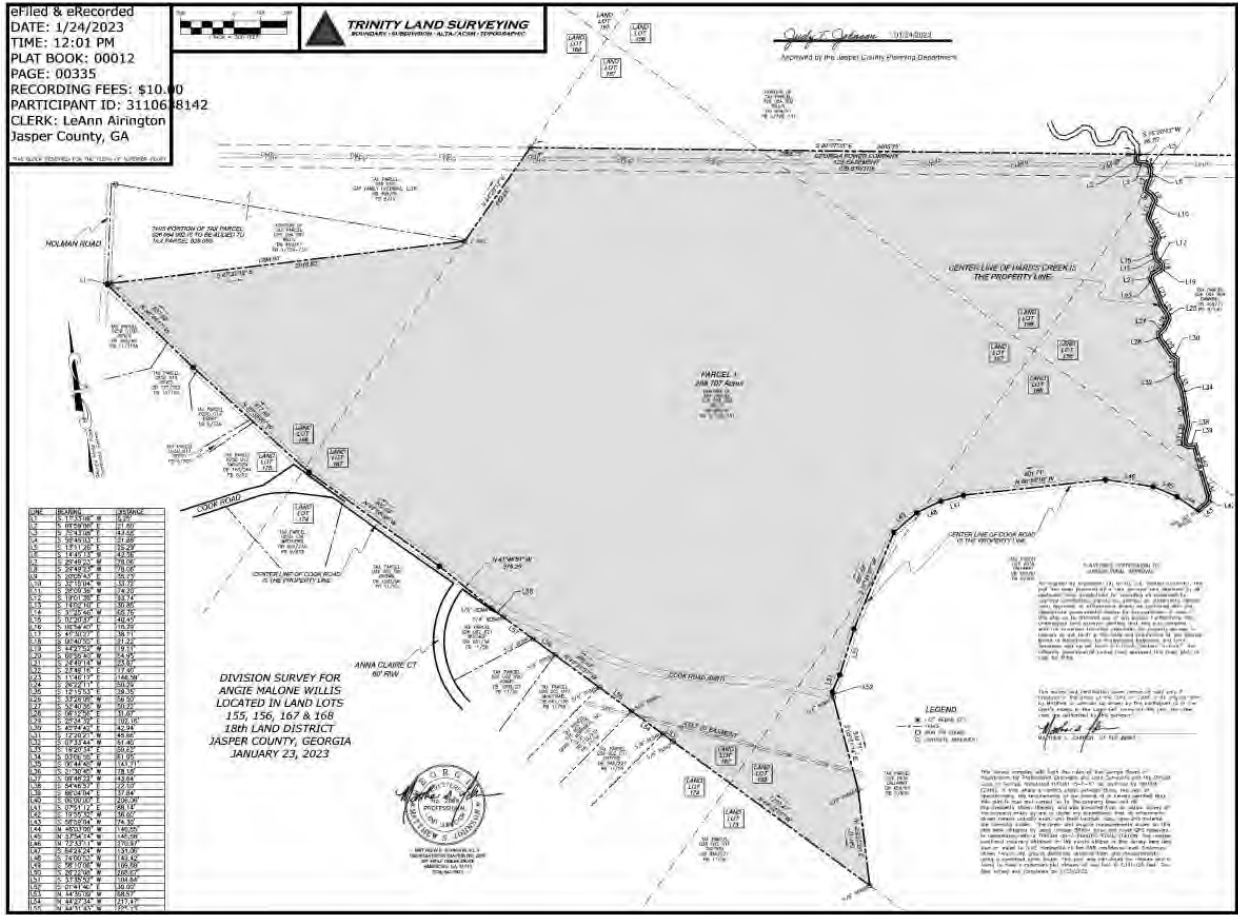
**ORIGINAL TRACT AS CURRENTLY SHOWN ON THE TAX WEBSITE**  
**\*THE TRACT HAS BEEN SUBDIVIDE FROM THE ORIGINAL 632.23 ACRES TO**  
**CREATE A 288.07 ACRE TRACT ON THE SOUTHERN PORTION OF THE LOT WHICH**  
**IS WHAT IS UNDER REQUEST IN THIS PETITION**



**ORIGINAL SURVEY FROM 2001 PRIOR TO THE TRACT BEING SUBDIVIDED**

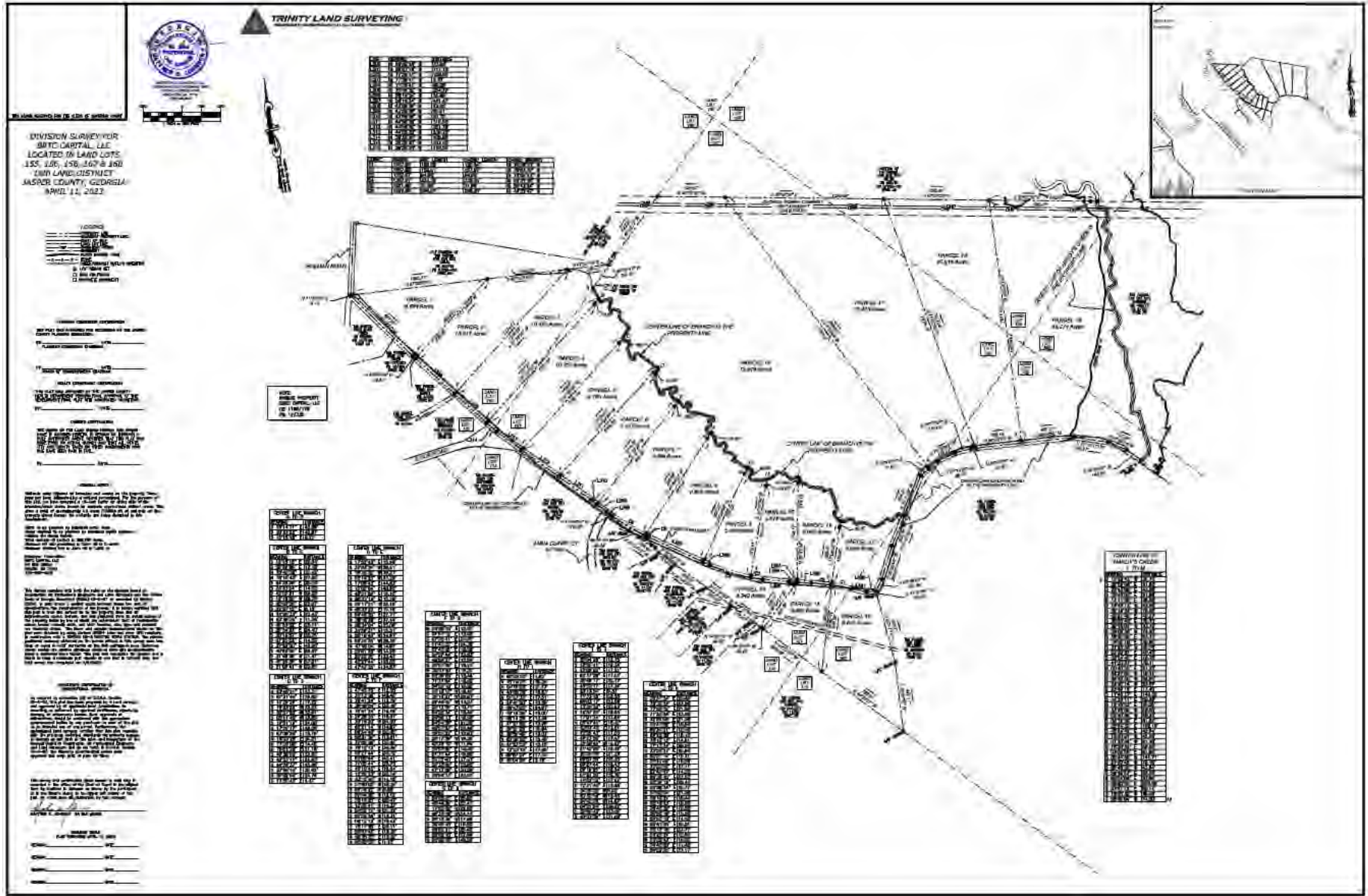


**CURRENT RECORDED PLAT OF THE SOUTHERN PORTION OF THE ORIGINAL TRACT WHICH IS CURRENT 288.07 ACRES UNDER REQUEST**





# NEW LOT CONFIGURATION



RES23-001  
 Board of Commissioners 5-01-2023

**Public Hearing 2:**

**Agenda Request – Jasper County BOC**

**Department:** Planning and Zoning

**Date:** May 1, 2023

**Subject:** RES23-002 – Approval for an Agricultural Plat that has more than 3 lots

**Summary:** A Public Hearing will be held for RES23-002, Hardy Creek Estates, located off of Millen Road, Map & Parcel 026 054 004. The request is to approve the division of land for a total of 11 lots on 152.06 acres. The property is zoned AG and the lots will abut existing road frontage.

**Background:** The Planning Commission held a public hearing for the request on 04/20/2023.

**Cost:** Required legal advertisement only

**Recommended Motion:** N/A



**JASPER COUNTY  
RESIDENTIAL PLAT PETITION  
Board of Commissioners  
5/01/2023**

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**Case Number:** RES23-002  
**Name of Applicant:** Joe Stockdale  
**Address of Property:** Millen Road  
**Tax Parcel:** 026 054 004  
**District:** 3 (Three)

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**Request:** To subdivide a parcel of land into 11 lots to be known as Hardy Creek Estates.

**Applicable Standard:** Section 105-161 (Development Regulations) and Section 119-244 (Zoning Ordinance)

**Purpose of Request:** To create lots that allows for both agricultural uses and construction of a single-family residence on the lot.

**Size of Property:** 152.06 acres

**Present Zoning:** AG (Agricultural District)

**Present Use:** Undeveloped

**Review Sections:** As per Section 105-161 of the Jasper County Zoning Ordinance, such plats shall be reviewed 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.

**Comments:** The lot is an existing lot of record of 152.06 acres. The request is to create a total of 11 lots under the current zoning designation of AG (Agricultural).

## **APPLICABLE ORDINANCE SECTIONS (AS AMENDED ON 11/07/2022 & 03/06/2023)**

### **Section 105-161 - Residential Subdivision Design**

Prior to submitting construction plans for any street, utility, or other site improvements (as applicable), the Developer shall submit to the Director of Planning & Zoning to forward for review and recommendation by the Planning Commission and review and final decision by the Jasper County Board of Commissioners, a Plat showing any combination or subdivision of the proposed lot/s prepared in accordance with these Regulations.

1. Pre-application review stage.

Before the submission of any plats to the director of planning, the developer must submit a sketch plat showing the proposed development layout of the subdivision. The developer and director of planning should informally discuss what this chapter requires and what the developer proposes to do. This will assist the developer in preparing a residential subdivision plat that meet from the very beginning the intent and standards specified by this chapter so as to reduce undue time and expense in preparing plans that cannot be approved by the planning commission.

2. 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 developer of parcel.
- c. Date of plat preparation with space for revision dates.
- d. North point, identified as magnetic, true or grid.
- e. Minimum Graphic scale of one (1) inch equals 200 feet.
- f. Appropriate legend of symbols used on plat.
- g. List any conditions of zoning, rezoning, variance and date of approval, if applicable.
- h. Certificates of approval. The following certificates shall be inscribed on the residential subdivision plat:
  - (1) Certificate of approval of the preliminary plat by the planning commission.
  - (2) Signed seal of a state-registered land surveyor, certified landscape architect or state professional engineer.
  - (3) Certificate of approval of the preliminary plat by the county health department.
  - (4) Owner's certificate stating property ownership, consenting to development, and that all appropriate taxes have been paid.

2. Existing Conditions

- a. Zoning district of land to be subdivided and zoning classification of adjoining properties.

- b. Exact boundary lines of the tract indicated by a heavy line giving lengths and bearings. The boundary lines should include the entire tract to be developed. Provide date and source of survey.
- c. Location map showing the parent parcel in relation to the surrounding area at a minimum scale of one inch to 2,000 feet. Include well-known landmarks such as railroads, highways, bridges, creeks, etc. and city and/or county jurisdictional boundaries and land lot lines, if applicable.
- d. Location of natural features including streams and watercourses with direction of flow on the proposed project.
- e. Location and/or size of existing cultural features on or adjacent to the proposed subdivision.
- f. Limits of 100-year floodplain. If none, note indicating such with data source and date.
- g. Location and square footage of wetland areas.
- h. Note as to provision of water supply and sewer disposal.
- i. Existing sewers, water mains, drains, culverts, and other underground facilities or utilities within easements or rights-of-way on or within 300 feet of the tract to be subdivided, as relevant.
- j. Adjoining property information, lot arrangement and/or adjoining property owners' names, rights-of-way and easements within 300 feet of subdivision.
- k. Total acreage, minimum dwelling size and minimum lot size of project.

- B. Residential Subdivisions on State Routes require GDOT comments to be submitted to the Planning & Zoning Department along with the Residential Subdivision (aka Final) Plat.
- C. A letter requesting review and approval of a Residential Subdivision plat and giving the name and address of a person to whom the notice of hearing and action on the Residential 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.

3. Approval of a Residential Subdivision 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 Residential Plat, if any.

4. If the Residential Subdivision 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.

**Sec. 119-244. - Development standards—Agriculture and residential districts.**

Item	AG	R-R	RES
Minimum heated floor area per dwelling unit	1,200 sf	1,200 sf	1,800 sf
Minimum lot area without water or sewer	5 acres	3 acres	2 acres
Minimum lot area with public/private water	5 acres	3 acres	2 acres
Minimum lot area with public/private water and sewer	5 acres	3 acres	2 acres
Minimum lot width	200 ft.	200 ft.	125 ft.
Minimum road frontage	200 ft.	200 ft.	125 ft.
Minimum front yard/setback arterial road	80 ft.	80 ft.	80 ft.

Minimum front yard/setback major collector	80 ft.	80 ft.	80 ft.
Minimum front yard/setback minor collector	30 ft.	30 ft.	30 ft.
Minimum front yard/setback local roads	30 ft.	30 ft.	30 ft.
Minimum side yard	30 ft.	30 ft.	30 ft.
Minimum rear yard	50 ft.	50 ft.	30 ft.
Compliance with architectural standards required?	No	No	No

;le=2;NA — Not allowed

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

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

### ZONING MAP



## APPLICANT'S INFO

Jasper County Planning and Zoning  
126 W Greene St, Suite 017  
Monticello, GA 31064



Office numbers: 706-468-4905 or 706-468-4940

### APPLICATION FOR RESIDENTIAL SUBDIVISION DESIGN PLATS

Submittal Date: 3-29-23

Project Name: Hardy Creek Estates

# of Lots 11

Total Acres 152.06

Project Address of Primary Street: Millon Road

Tax Map and Parcel Numbers 026 054 004

Zoning AG

Water Source: Public or Private

Wastewater Source: Septic or Sewer

<sup>Consultant</sup>  
Applicant/Company: Jordan Engineering

Representative: Robert Turcotte

Cell: 706-318-6786

Email: robert@jordan-eng.com

Address: 149 N. Waverly St, Monticello, GA 31064

<sup>Applicant</sup>  
Property Owner's Name: Joe Stockdale

Phone: 678-634-3360 cell Cell Phone:

Address: 675 Davis Rd, Newbern, GA 30056

Email: joe.stock26@hotmail.com

(If property owner is different from applicant, we must have a signed, notarized original letter giving express written permission for the use.)

24-Hour Contact Name: Joe Stockdale

Phone: 678-634-3360

Applicant Signature: 

Date: 3-29-23

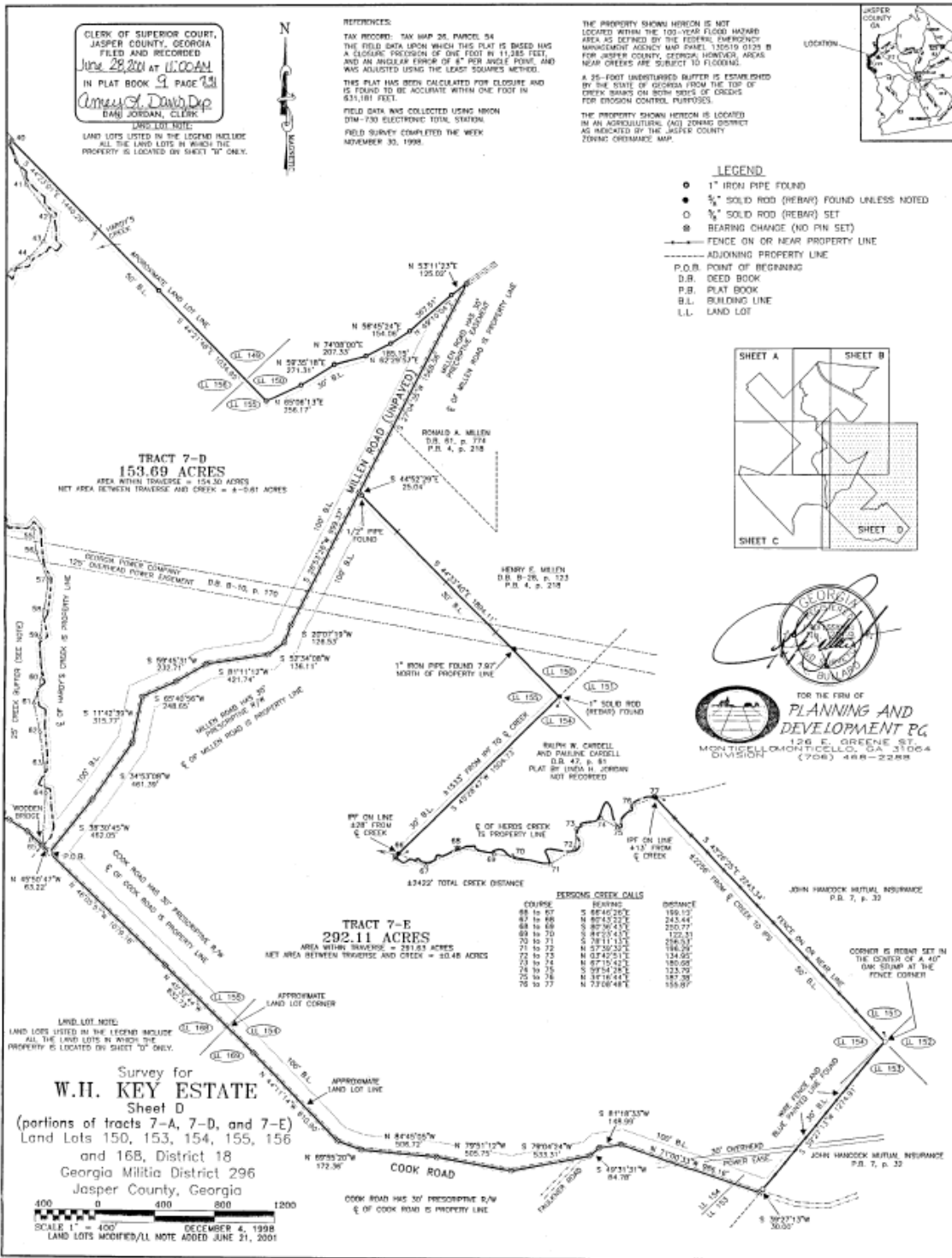
Revised 1/10/2023

**AERIAL MAP**



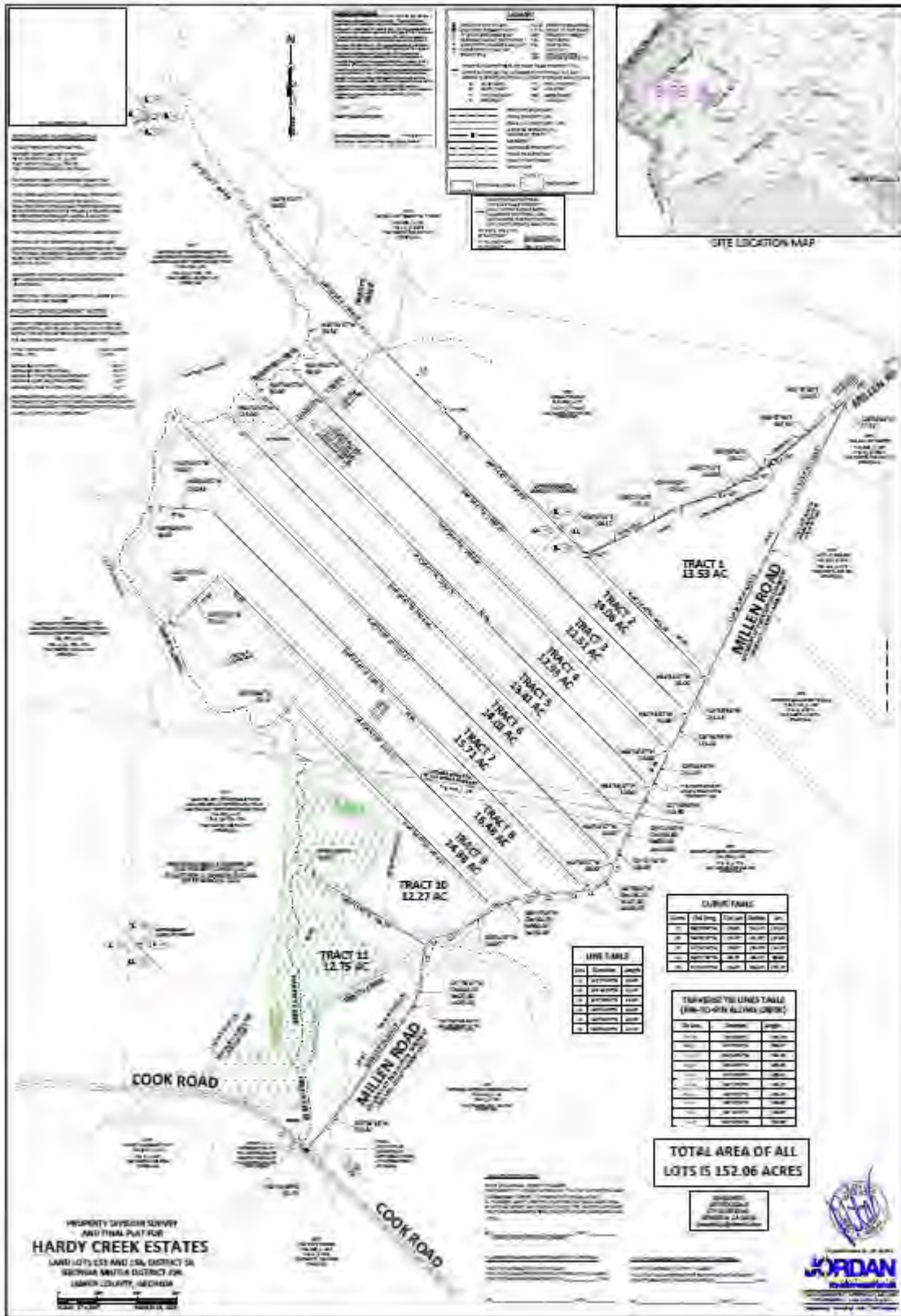
RES23-002  
Board of Commissioners 5/01/2023

# 2001 RECORDED PLAT





# NEW LOT CONFIGURATION



**Public Hearing 3:**

**Agenda Request – Jasper County BOC**

**Department:** Planning and Zoning

**Date:** May 1, 2023

**Subject:** PPT23-001 – Approval for Preliminary Plat for AC Business Park

**Summary:** A Public Hearing will be held for an Industrial/Commercial Preliminary Plat located at the NNW intersection of Hwy 83 S and Edwards Road, Map & Parcel 040 010X and 039A 029. The request is for a total of 10 lots on 35.72 acres.

**Background:** The request is to divide the property into 10 tracts with a new road shown as Southland Parkway on the Preliminary Plat. Southland Parkway will have access on both Edwards Road and Hwy 83.

**Cost:** Required legal advertisement only

**Recommended Motion:** N/A

**JASPER COUNTY  
PRELIMINARY PLAT PETITION  
Board of Commissioners  
05/01/2023**

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**Case Number:** PPT23-001  
**Name of Applicant:** Brian Cagle  
**Address of Property:** Edwards Road & Hwy 83, Monticello GA  
**Tax Parcel:** 040 010X and 039A 029  
**District:** 3 (Three)

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**Request:** To subdivide a parcel of land into 10 lots

**Applicable Standard:** Section 105-164 (Development Regulations) and Section 119-245 (Zoning Ordinance)

**Purpose of Request:** To create lots that allow for manufacturing and business use

**Size of Property:** 35.72 acres

**Present Zoning:** M (Manufacturing District)

**Present Use:** Undeveloped

**Review Sections:** As per Section 105-164 of the Jasper County Zoning Ordinance, such plats shall be reviewed 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.

**APPLICABLE ORDINANCE SECTIONS (AS AMENDED ON 11/07/2022)**

**Section 105-164 - Commercial & Industrial (aka Non-Residential) Subdivision Design**  
Prior to making any street improvements or clearing or grading a site planned for development, installing any utilities or selling any parcels, the developer shall submit to the Director of Planning & Zoning for review and recommendation by the Planning Commission and review and final decision by the Board of Commissioners, a plat, showing any combination or subdivision of the proposed lot/s prepared in accordance with these Regulations.

1. Pre-application review stage.  
Before the submission of any plats to the director of planning, the developer must submit a sketch plat showing the proposed development layout of the subdivision. The developer and director of planning should informally discuss what this chapter requires and what the developer proposes to do. This will assist the developer in preparing a residential subdivision plat that meet from the very beginning the intent and standards specified by this chapter so as to reduce undue time and expense in preparing plans that cannot be approved by the planning commission.

2. 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 developer of parcel.
- c. Date of plat preparation with space for revision dates.
- d. North point, identified as magnetic, true or grid.
- e. Minimum Graphic scale of one (1) inch equals 200 feet.
- f. Appropriate legend of symbols used on plat.
- g. List any conditions of zoning, rezoning, variance and date of approval, if applicable.
- h. Certificates of Review of the Environmental Health Dept. and/or Water Authority (as applicable).

2. Existing Conditions

- a. Zoning district of land to be subdivided and zoning classification of adjoining properties.
- b. Exact boundary lines of the tract indicated by a heavy line giving lengths and bearings. The boundary lines should include the entire tract to be developed. Provide date and source of survey.
- c. Location map showing the parent parcel in relation to the surrounding area at a minimum scale of one inch to 2,000 feet. Include well-known landmarks such as railroads, highways, bridges, creeks, etc. and city and/or county jurisdictional boundaries and land lot lines, if applicable.
- d. Location of natural features including streams and watercourses with direction of flow on the proposed project.
- e. Location and/or size of existing cultural features on or adjacent to the proposed subdivision.
- f. Limits of 100-year floodplain. If none, note indicating such with data source and date.

- g. Location and square footage of wetland areas.
  - h. Note as to provision of water supply and sewer disposal.
  - i. Existing sewers, water mains, drains, culverts, and other underground facilities or utilities within easements or rights-of-way on or within 300 feet of the tract to be subdivided, as relevant.
  - j. Adjoining property information, lot arrangement and/or adjoining property owners' names, rights-of-way and easements within 300 feet of subdivision.
  - k. Total acreage, minimum dwelling size and minimum lot size of project.
- B. Commercial & Industrial Subdivisions on State Routes require GDOT comments to be submitted to the Planning Department of Planning & Zoning along with the Commercial & Industrial Subdivision (aka Final) Plat.
- C. A letter requesting review and approval of a Commercial & Industrial Subdivision plat and giving the name and address of a person to whom the notice of hearing and action on the Commercial & Industrial Subdivision plat is to be sent.
- D. Official date of submission. The official date of submission of the Commercial & Industrial 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 Commercial & Industrial Subdivision plat submittal to the director of planning.
- E. The planning commission will review the Commercial & Industrial 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 Commercial & Industrial Subdivision plat, or by a written memorandum attached to the Commercial & Industrial 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 Commercial & Industrial 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 Commercial & Industrial 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 Commercial & Industrial 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 Commercial & Industrial Subdivision plat, the plat will be deemed automatically approved by the Board of Commissioners.

3. Approval of a Commercial & Industrial Subdivision 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 Plat, if any.

4. If the Commercial & Industrial Subdivision 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.

**Sec. 119-245. - Same—Nonresidential districts.**

	O-I	C-1	C-2	M
Maximum floor area per building	10,000	4,000	60,000	Unlimited
Minimum lot area				
Unsewered area	1.2 acres	1.2 acres	1.2 acres	1.2 acres
Sewered or water	10,000 sq. ft.	5,000 sq. ft.	1.2 acres	1.2 acres
Minimum lot width	40'	40'	80'	100'
Minimum road frontage****	40'	40'	80'	100'
Minimum front yard				
Arterial roads	80'	80'	80'	100'
Major collector	60'	60'	80'	100'
Minor collector	30'	30'	60'	60'

	Local roads	20'	20'	50'	50'
	Minimum side yard	10'	10'	10'	10'
	Minimum rear yard	20'	20'	20'	20'
	Compliance with architectural standards required?	No	No	Yes	No

**Staff Analysis, Comments & Recommendations:**

The request is to divide the property into 10 tracts with a new road shown as Southland Parkway on the Preliminary Plat. Southland Parkway will have access on both Edwards Road and Hwy 83. The road itself shows a 60 foot right of way and a 30-foot road bed. The road design allows for a “knuckle” or “partial” cul-de-sac where the interior road turns which provides more road frontage for lots 7 & 8.

The portion of the property that abuts Edwards Road has an existing entrance to the property; however, for the purpose of new road frontage, the applicant has proposed as well as the county will require improvements to the existing driveway’s roadbed.

Staff also notes that neither entrance to the new parkway show a deceleration lane. While GDOT will control the requirements of Hwy 83 which is indicated as “phase 2” of the development, Jasper County regulates Edwards Road and has the right to suggest, recommend or condition additional requirements for ingress and egress for the site.

At this time, there are no driveways shown for the new tracts, however, tracts 1, 4 & 5 also have external road frontage. Due to this staff does recommend requiring all driveways be accessed from the new road currently shown as Southland Parkway and not allowing for any new driveway to be cut from Edwards Road or Hwy 83.

Setbacks for each lot meet the requirements.

Due to the division of the property showing a new road to be installed, the project will require a Development Land Disturbance Permit, ES & PC plans approved by the state, an approved GDOT Permit for the curb cut onto Hwy 83.

Under NOTES on the plat the following language is noted and does need to be further discussed:

BEFORE PHASE 2 CAN BE CONSTRUCTED, AS SHOWN, THE GEORGIA DEPARTMENT OF TRANSPORTATION MUST APPROVE AND ACCEPT THE PROPOSED DRIVE ON GA HWY 83. [Staff Comment: Due to the project being proposed as 2 phases and approval from GDOT is not provided at this time, Staff recommends each phase of the project come back before the Planning Commission and Board of Commissioners for Final Plat approval once each phase completes the Development Land Disturbance Permit portion to show which lots are being requested for approval to record.](#)

Staff further notes that while there is language that the project will be in 2 phases, there is no indication on the Preliminary Plat as to what lots would be part of Phase 1 which will come off of Edwards Road (a county road) and what lots would be part of Phase 2. Staff cautions the Boards prior to final approval to be clear on which lots or acreage will be phased as to prevent the project from only accessing off the county road without necessary improvements to the county road to handle additional traffic.

LOTS SIZES SHOWN ARE CONCEPTUAL; FINAL LOT SIZES WILL BE DETERMINED BY END USER. FINAL LOT SIZES MUST CONFORM TO JASPER COUNTY ZONING AND HEALTH DEPARTMENT REQUIREMENTS. Staff Comment: While it is certainly reasonable for a project to need some ability to modify based on an end user's need for land space, staff recommends that once the infrastructure, including but not limited to the new street, is installed and the applicant is ready to submit a Final Plat to come back before the Planning Commission and the Board of Commissioners to record, that the maximum number of lots under any further reconfiguration that varies from the Final Plat, that the number of lots be firmly set with a limit unless brought back before the respective Boards to be amended.

**RECOMMENDATION:**

The Planning Commission did recommend stipulations for the approval which include:

1. The total number of lots not exceed 10
2. To correct the front setback language of Lot #9 from 20' to 50' as shown.
3. Add language in the transitional buffers to state "Undisturbed Buffer"
4. Show the tentative detention/storm ponds and utilities on the plat for the BOC meeting.
5. To include Sec. 105-222 of the Development Regulations as applicable.

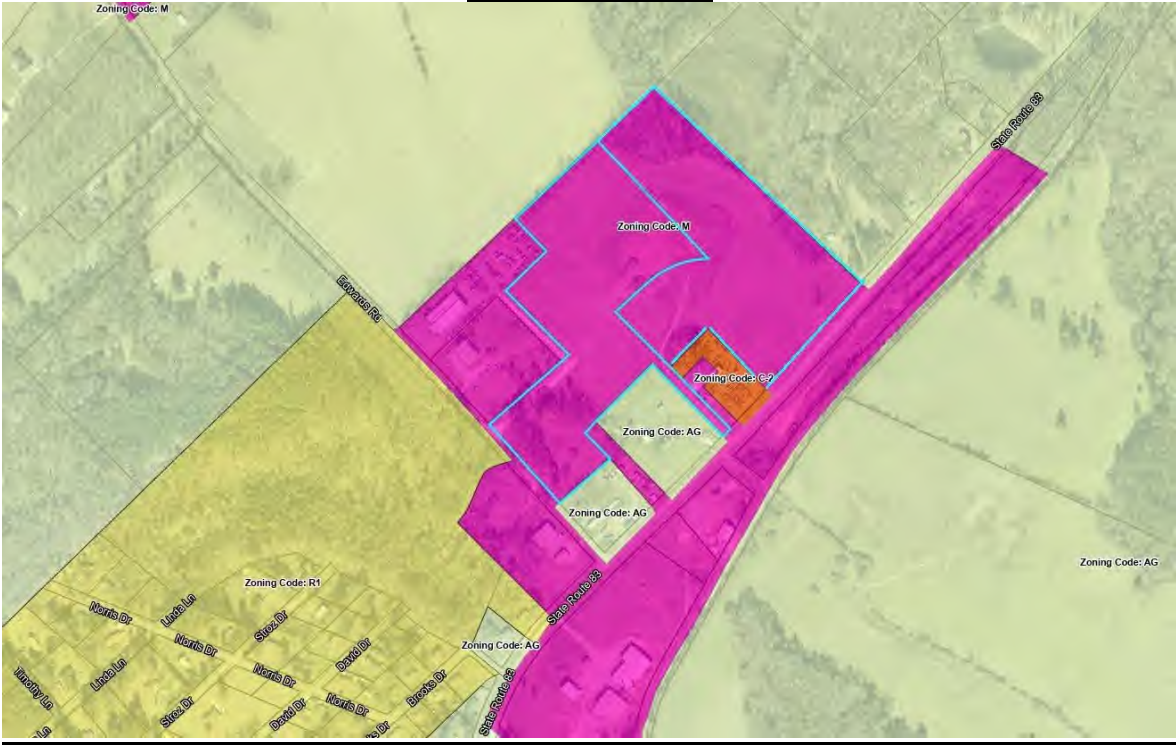
Comments 1-4 above have been corrected and added to the Preliminary Plat shown on page 12 of the staff report. Sec. 105-222 in comment 5 above is applicable as determined by the county department of transportation (shown below); however, staff encourages the Board to weigh requiring a deceleration lane on Edwards Road for the project to lesson traffic congestion rather than requiring a curb and gutter expanded road bed starting approximately 320 feet off Hwy 83 for only 487.57 feet of Edwards Rd (which is what is owned by the applicant and applicable to the standard). Edwards Road is approximately 1 mile (5,280 ft) in length and is an open ditch road. By applying the standards of Table 105-221.2, it would only improve a limited amount of the existing road (less than 0.1 mile) and create conflict with the existing road going both north and south not owned by the applicant or required to be improved.

**Sec. 105-222. - Improvements to existing streets and rights-of-way for subdivisions.**

(b) *Existing paved road.* Any existing paved county road upon which a subdivision has frontage and/or access and which is deficient relative to county specifications (see Tables 105-221.1 and 105-221.2) shall be resurfaced and widened as determined by the county department of transportation for the entire frontage of the subdivision. The minimum right-of-way required according to Table 105-221.1 shall be dedicated along the entire frontage of the subdivision.



**ZONING MAP**



**AERIAL MAP**



**APPLICANT INFO**

Jasper County Planning and Zoning  
126 W Greene St, Suite 017  
Monticello, GA 31064



Office numbers: 706-468-4905 or 706-468-4940

**APPLICATION FOR PRELIMINARY PLATS**

Application Fees - \$300 + \$10 per lot = \$400.00

All PRELIMINARY PLATS must be accompanied by a minimum of 2 full size plats and a digital copy.

Yellow area for office use only

Date application processed \_\_\_\_\_ Date Approved/Not Approved \_\_\_\_\_

Submittal Date: \_\_\_\_\_ Submitted by: \_\_\_\_\_

Project Name: AC BUSINESS PARK

Phase: ONE AND TWO # of Lots 10

Project Type:  Preliminary Plat

Project Address of Primary Street: GA HWY 83 AND EDWARDS RD

Tax Map and Parcel Number 040-010X 039A-029 Zoning M

Total Acres 35.72 Disturbed Acres \_\_\_\_\_

Public Water CITY OF MONTICELLO Open Space Acres 0

\$400.00  
ck # 5045

Jasper County Planning and Zoning  
126 W Greene St, Suite 017  
Monticello, GA 31064



Office numbers: 706-468-4905 or 706-468-4940

Applicant/Company: BRIAN CAGLE

Representative: \_\_\_\_\_ Cell: 404-781-0561

Email: BKCAGLE @ BELLSOUTH.NET

Address: P.O. Box #577 CONYERS, GA 30012

Property Owner's Name: AC BUSINESS PARTNERS LLC

Phone: \_\_\_\_\_ Cell Phone: BRIAN CAGLE 404-781-0561  
RICKY ADAMS 404-313-9215

Address: P.O. Box #577 CONYERS GA 30012

Email: BKCAGLE @ BELLSOUTH.NET

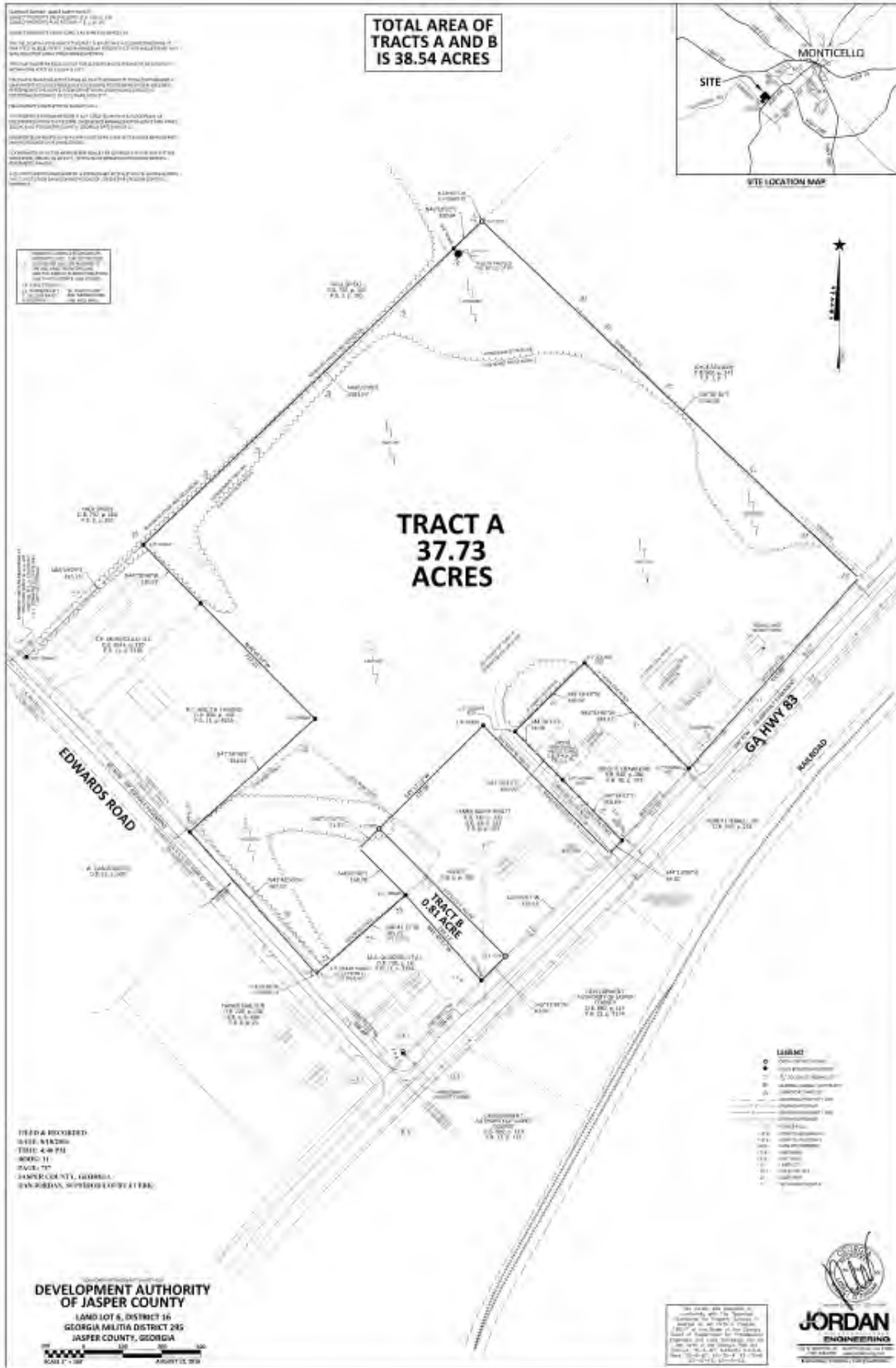
(If property owner is different from applicant, we must have a signed, notarized original letter giving express written permission for the use.)

24-Hour Contact Name : BRIAN CAGLE

Phone: 404-781-0561

Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

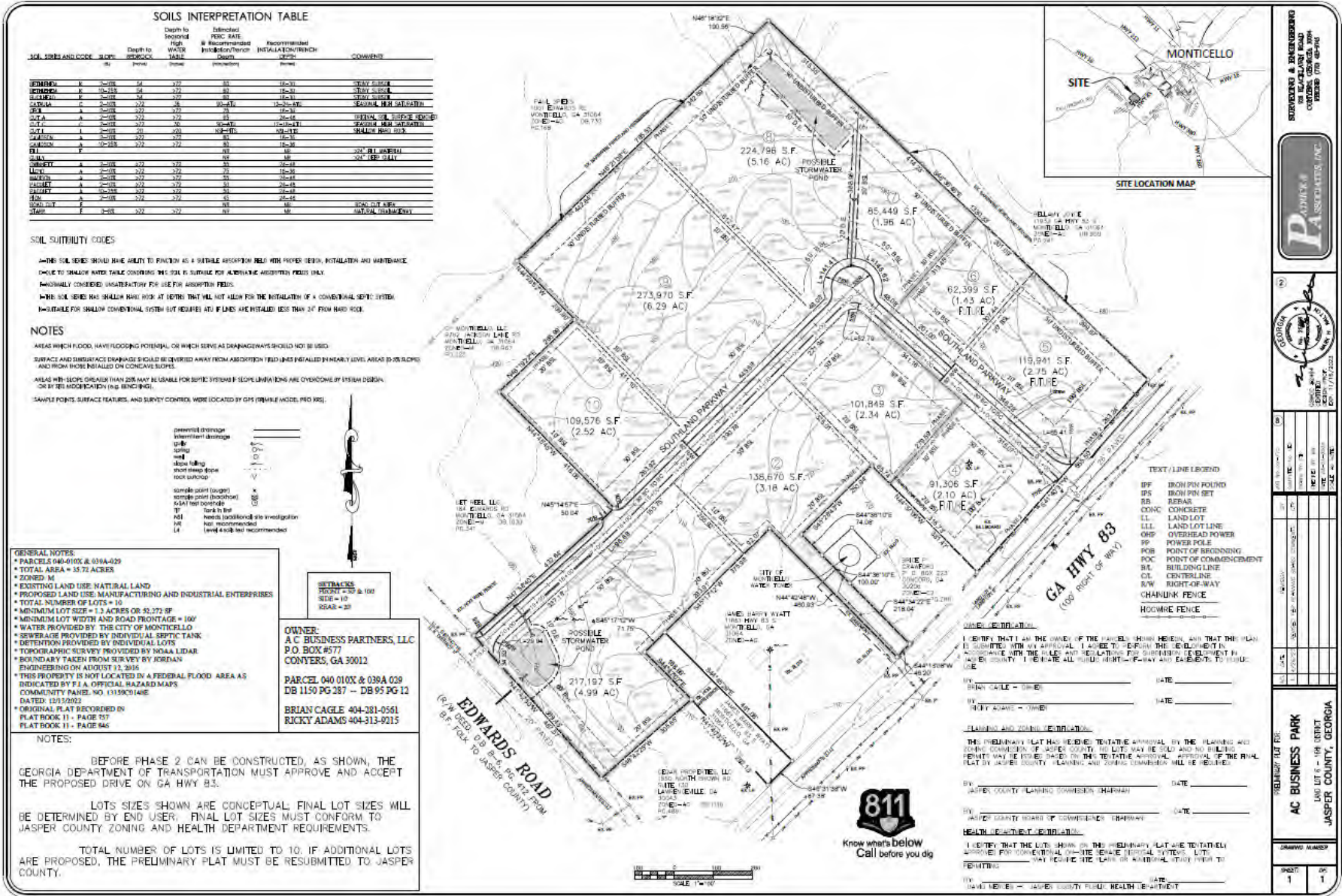
**RECORDED ORIGINAL PLAT SHOWING THE TRACT WITH ALL 37.73 ACRES**



# RECORDED PLAT SHOWING THE 18 ACRE TRACT SUBDIVIDED OUT



# UPDATED PRELIMINARY PLAT 4-26-2023 from Planning Board Comments



**Planning meeting draft proposal – DO NOT USE**

### SOILS INTERPRETATION TABLE

SOIL SYMBOL AND CODE	DEPTH TO SAND (%)	DEPTH TO GRAVEL (%)	DEPTH TO BEDROCK (INCHES)	ESTIMATED PERCENT PORE WATER	RECOMMENDED FOUNDATION TYPE	RECOMMENDED EXCAVATION/BENCHING DEPTH	COMMENTS
STONY SILT	1-2	34	172	62	18-31	3	STONY SILT
STONY SAND	1-2	14	172	62	18-31	3	STONY SAND
STONY SAND	1-2	14	172	62	18-31	3	STONY SAND
STONY SAND	1-2	14	172	62	18-31	3	STONY SAND
STONY SAND	1-2	14	172	62	18-31	3	STONY SAND
STONY SAND	1-2	14	172	62	18-31	3	STONY SAND
STONY SAND	1-2	14	172	62	18-31	3	STONY SAND
STONY SAND	1-2	14	172	62	18-31	3	STONY SAND
STONY SAND	1-2	14	172	62	18-31	3	STONY SAND
STONY SAND	1-2	14	172	62	18-31	3	STONY SAND

**SOIL SUITABILITY CODES**

**NOTES**

AREAS WITH FLOODING HAZARD POTENTIAL, ON WHICH SEWAGE DRAINAGE SYSTEMS SHOULD BE USED:

SURFACE AND SUBSURFACE DRAINAGE SHOULD BE DESIGNED FROM A RECEPTION FIELD (OR INLAND) IN NEARLY LEVEL AREAS (OVER SLOPE AND FROM ROSEDALES ON CONCRAVE SLOPES).

AREAS WITH SLOPE GREATER THAN 20% MAY BE SUITABLE FOR SEPTIC SYSTEMS & SLOPS UNLESS OTHERWISE SPECIFIED BY ENGINEER OR BY SEWAGE TREATMENT PLANT.

BANK POINTS, SURFACE FEATURES, AND SLOPE CONTROL WERE LOCATED BY GPS (TRIMBLE A11, PROMAX).

**GENERAL NOTES**

- PARCELS 04010X & 039A-039
- TOTAL AREA = 35.72 ACRES
- ZONED M
- EXISTING LAND USE: NATURAL LAND
- PROPOSED LAND USE: MANUFACTURING AND INDUSTRIAL ENTERPRISES
- TOTAL NUMBER OF LOTS = 10
- MINIMUM LOT SIZE = 1.2 ACRES OR 52,372 SF
- MINIMUM LOT WIDTH AND ROAD FRONTAGE = 100'
- WATER PROVIDED BY THE CITY OF MONTICELLO
- SEWERAGE PROVIDED BY INDIVIDUAL SEPTIC TANK
- DETECTION PROVIDED BY INDIVIDUAL LOTS
- TOPOGRAPHIC SURVEY PROVIDED BY NOAA LIDAR
- BOUNDARY TAKEN FROM SURVEY BY JORDAN ENGINEERING ON AUGUST 12, 2016
- THIS PROPERTY IS NOT LOCATED IN A FEDERAL FLOOD AREA AS INDICATED BY F.I.A. OFFICIAL HAZARD MAPS, COMMUNITY PANEL NO. 1119K040E
- ORIGINAL PLAT RECORDED IN PLAT BOOK 11 - PAGE 737
- PLAT BOOK 11 - PAGE 846

**NOTES:**

BEFORE PHASE 2 CAN BE CONSTRUCTED, AS SHOWN, THE GEORGIA DEPARTMENT OF TRANSPORTATION MUST APPROVE AND ACCEPT THE PROPOSED DRIVE ON GA HWY 83.

LOTS SIZES SHOWN ARE CONCEPTUAL. FINAL LOT SIZES WILL BE DETERMINED BY END USER. FINAL LOT SIZES MUST CONFORM TO JASPER COUNTY ZONING AND HEALTH DEPARTMENT REQUIREMENTS.

REQUESTING A WAIVER FROM CODE SECTION 119-245 TO ALLOW THE PROPOSED ROAD RIGHT OF WAY TO 60' IN WIDTH, AS OPPOSED TO THE REQUIRED 80' IN WIDTH. THE PROPOSED STREET WILL BE 50' BACK OF CURB TO BACK OF CURB, IN COMPLIANCE WITH CODE. THIS WILL ALLOW 15' BEHIND THE CURB TO THE RIGHT OF WAY FOR THE PLACEMENT OF UTILITIES.

**OWNER:**  
A & C BUSINESS PARTNERS, LLC  
P.O. BOX 4377  
CONYERS, GA 30012

**PARCEL 040 010X & 039A 039**  
DB 1150 PG 287 -- DB 95 PG 12

**BRIAN CAGLE 404-281-0561**  
**RICKY ADAMS 404-313-9215**

**GENERAL NOTES**

- PARCELS 04010X & 039A-039
- TOTAL AREA = 35.72 ACRES
- ZONED M
- EXISTING LAND USE: NATURAL LAND
- PROPOSED LAND USE: MANUFACTURING AND INDUSTRIAL ENTERPRISES
- TOTAL NUMBER OF LOTS = 10
- MINIMUM LOT SIZE = 1.2 ACRES OR 52,372 SF
- MINIMUM LOT WIDTH AND ROAD FRONTAGE = 100'
- WATER PROVIDED BY THE CITY OF MONTICELLO
- SEWERAGE PROVIDED BY INDIVIDUAL SEPTIC TANK
- DETECTION PROVIDED BY INDIVIDUAL LOTS
- TOPOGRAPHIC SURVEY PROVIDED BY NOAA LIDAR
- BOUNDARY TAKEN FROM SURVEY BY JORDAN ENGINEERING ON AUGUST 12, 2016
- THIS PROPERTY IS NOT LOCATED IN A FEDERAL FLOOD AREA AS INDICATED BY F.I.A. OFFICIAL HAZARD MAPS, COMMUNITY PANEL NO. 1119K040E
- ORIGINAL PLAT RECORDED IN PLAT BOOK 11 - PAGE 737
- PLAT BOOK 11 - PAGE 846

**Public Hearing 4:**

**Agenda Request – Jasper County BOC**

**Department:** Planning & Zoning

**Date:** May 1, 2023

**Subject: Discussion/consideration of enacting a Moratorium on the acceptance of Rezoning requests until the Future Land Use Map and Comp Plan are updated**

**Summary:**

The Planning Commission is recommending the Board adopt a Moratorium on the acceptance of Rezoning requests until the Comp Plan and Future Land Use Map have been updated. These items should be completed by October 31, 2023.

**Background:**

The Planning Commission Board at their meeting on April 20, 2023 discussed the need for a Moratorium on Rezoning requests until the Comprehensive Plan, including the Future Land Use Map, was completed. The Planning Commission held a Public Hearing on the matter as well as there was an Advertisement placed in the Monticello News regarding the Moratorium. By a Vote of 5-0 the Planning Commission recommended the Board of Commissioners adopt the Moratorium.

**Cost:**

Legal Advertisement cost for Public Hearing requirement

**Recommended Motion:** N/A



**A RESOLUTION OF THE JASPER COUNTY BOARD OF COMMISSIONERS TO IMPOSE A MORATORIUM ON COMMERCIAL AND RESIDENTIAL RE-ZONING APPLICATIONS FOR A PERIOD NOT TO EXCEED ONE HUNDRED EIGHTY (180) DAYS WHILE THE COUNTY COMPLETES ITS COMPREHENSIVE PLAN UPDATE AND ADOPTS AN UPDATED FUTURE LAND USE MAP.**

**WHEREAS**, the Jasper County Board of Commissioners have been reviewing the County's Comprehensive Plan and Future Land Use Map as part of preparing for the county's growth management.

**WHEREAS**, the Jasper County Board of Commissioners have a sincere interest to manage growth in an orderly and predictable manner as to buffer the least amount of disturbance to the citizens and landowners of Jasper County while promoting the health, safety, morals, convenience, order, prosperity and the general welfare of present and future inhabitants of the county; of lessening congestion in the streets; to secure safety from fire, panic and other dangers; to provide adequate light and air; to prevent the overcrowding of land; to avoid undue concentration of population; to facilitate the adequate provision of transportation, water, sewerage, schools, parks and other public requirements.

**WHEREAS**, the Jasper County Board of Commissioners have engaged a Steering Committee, county staff and the professional planning office of Northeast Georgia Regional Commission to complete the public process of updating the Comprehensive Plan which includes the Future Land Use Map by October 31, 2023.

**WHEREAS**, Part II of the Code of Ordinances, Chapter 119 entitled Zoning ("Zoning Ordinance"), Article I., establishes the comprehensive land use plan has been enacted for the following purposes: to control, guide and direct development in the county; to protect, preserve and enhance the county's cultural, environmental, economic and social resources; to identify current land uses in order to assist the county in making decisions regarding budgets, finances, utilities and other resources; to enable the county to predict future land uses for planning purposes; to stabilize the land uses in the county; to assist in fulfilling the purposes of the county's zoning regulations; to assist the county in fulfilling its statutory and other legal obligations; and to provide a public document which will serve as a means of general information on land use and development for the citizens of the county.

**WHEREAS**, Part II of the Code of Ordinances, Chapter 119 entitled Zoning ("Zoning Ordinance"), Article II., ties the boundaries of the various land use districts shown upon the map contained in the comprehensive plan designated as the future land use map; and furthers the consistency between land use plan and zoning map amendments stating no amendment to the zoning map shall be permitted or shall take effect unless the zoning district is permitted within the comprehensive land use district shown in section 119-95 that is the subject of the proposed zoning map amendment.

**WHEREAS**, recent development trends in the County suggest that current trends for development may not be adequately addressed by the current Comprehensive Plan and the Future Land Use Map; and

**WHEREAS**, the Supreme Court has held that a moratorium with respect to application of a Zoning Ordinance may be put in place for a reasonable period of time without the necessity of complying with notice requirements of the Georgia Zoning Procedures Law ("ZPL"); and

**WHEREAS**, the Board will conduct a properly noticed public hearing on May 1, 2023, to consider enacting a Moratorium;

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

1. The Jasper County Board of Commissioners does hereby enact a moratorium barring until November 1, 2023, the acceptance of applications for Rezoning Petitions.
2. The moratorium imposed by this Resolution shall terminate on the earliest date of (1) November 1, 2023 at 11:59 p.m.; or (2) the adoption of the Comprehensive Plan update and Future Land Use Map.
3. This Resolution shall be effective upon a majority vote by the Board of Commissioners.

So resolved this 1<sup>st</sup> day of May 2023, the public's health, safety and welfare demanding it.

**JASPER COUNTY BOARD OF COMMISSIONERS**

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**Don Jernigan, Chairman**

**Attest:**

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**Sharon Robinson, County Clerk**

**Business Item 1:**

**Agenda Request – Jasper County BOC**

**Department:** Planning and Zoning

**Date:** May 1, 2023

**Subject:** RES23-001 – Approval for an Agricultural Plat that has more than 3 lots – Cook Road

**Summary:** Request approval of RES23-001 located off of Cook Road, Map & Parcel 026 054 002. The request is to approve the division of land for a total of 19 lots on 288.707 acres. The property is zoned AG and the lots will abut existing road frontage.

**Background:** The request is to divide the property into 19 agricultural tracts.

The Planning Commission did recommend stipulations for the approval (vote of 3-2) to include:

1. Owner to present a plan to be approved by the Planning & Zoning Office and the Public Works Department for the use of the road, Cook Road, during construction.
2. Owner to improve by grading and graveling the existing road frontage along their property and to work with the Public Works Department for specifications.
3. For the Board of Commissioners to decide if they want to acquire actual road frontage along Cook Road from the owner on this strip of land as the road is currently a prescriptive easement.

**Cost:** Required legal advertisement only

**Recommended Motion:** Given the Plat meets the requirements of the AG (Agricultural) Zoning District, Staff recommends approval of the division of land with the Planning Commission's stipulations of #1 & #2 as shown above and vetted by legal; however, staff does not recommend acquiring right of way for this project due to the fact that overall there would be a minimal amount of county owned right of way on an existing prescriptive easement road for it to benefit the county.

## **Business Item 2:**

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

**Department:** Planning and Zoning

**Date:** May 1, 2023

**Subject:** RES23-002 – Approval for an Agricultural Plat that has more than 3 lots – Millen Road

**Summary:** Request approval of RES23-002, Hardy Creek Estates, located off of Millen Road, Map & Parcel 026 054 004. The request is to approve the division of land for a total of 11 lots on 152.06 acres. The property is zoned AG and the lots will abut existing road frontage.

**Background:** The request is to divide the property into 10 agricultural tracts.

The Planning Commission did recommend stipulations for the approval to include:

4. Owner to present a plan to be approved by the Planning & Zoning Office and the Public Works Department for the use of the road, Millen Road, during construction.
5. Owner to improve by grading and graveling the existing road frontage along their property and to work with the Public Works Department for specifications.
6. For the Board of Commissioners to decide if they want to acquire actual road frontage along Cook Road from the owner on this strip of land as the road is currently a prescriptive easement.

The motion to approve this petition did not pass the Planning Commission due to concerns over the requested improvements to Millen Road along the frontage owned by the applicant and the applicant not agreeing at the time of the meeting. However, the applicant has since agreed to the grading and graveling of the area. This is updated in the packet.

**Cost:** Required legal advertisement only

**Recommended Motion:** Given the Plat meets the requirements of the AG (Agricultural) Zoning District, Staff recommends approval of the division of land with the Planning Commission's stipulations of #1 & #2 as shown above and as vetted by legal; however, staff does not recommend acquiring right of way for this project due to the fact that overall there would be a minimal amount of county owned right of way on an existing prescriptive easement road for it to benefit the county.

**Business Item 3:**

**Agenda Request – Jasper County BOC**

**Department:** Planning and Zoning

**Date:** May 1, 2023

**Subject:** PPT23-001 – Approval for Preliminary Plat for AC Business Park

**Summary:** A Public Hearing will be held for an Industrial/Commercial Preliminary Plat located at the NNW intersection of Hwy 83 S and Edwards Road, Map & Parcel 040 010X and 039A 029. The request is for a total of 10 lots on 35.72 acres.

**Background:** The request is to divide the property into 10 tracts with a new road shown as Southland Parkway on the Preliminary Plat. Southland Parkway will have access on both Edwards Road and Hwy 83.

The Planning Commission did recommend stipulations for the approval which include:

1. The total number of lots not exceed 10
2. To correct the front setback language of Lot #9 from 20' to 50' as shown.
3. Add language in the transitional buffers to state "Undisturbed Buffer"
4. Show the tentative detention/storm ponds and utilities on the plat for the BOC meeting.
5. To include Sec. 105-222 of the Development Regulations as applicable.

**Cost:** Required legal advertisement only

**Recommended Motion:** Given the Planning Commission recommended approval (5-0, with stipulations) unanimously for the Preliminary Plat, Staff recommends approval with the stipulations listed above.

**Business Item 4:**

**Agenda Request – Jasper County BOC**

**Department:** Planning & Zoning

**Date:** May 1, 2023

**Subject:** Discussion/consideration of enacting a Moratorium on the acceptance of Rezoning requests until the Future Land Use Map and Comp Plan are updated

**Summary:**

The Planning Commission is recommending the Board adopt a Moratorium on the acceptance of Rezoning requests until the Comp Plan and Future Land Use Map have been updated. These items should be completed by October 31, 2023.

**Background:**

The Planning Commission Board at their meeting on April 20, 2023 discussed the need for a Moratorium on Rezoning requests until the Comprehensive Plan, including the Future Land Use Map, was completed. The Planning Commission held a Public Hearing on the matter as well as there was an Advertisement placed in the Monticello News regarding the Moratorium. By a Vote of 5-0 the Planning Commission recommended the Board of Commissioners adopt the Moratorium.

**Cost:**

Legal Advertisement cost for Public Hearing requirement

**Recommended Motion:**

Board's Discretion.

**Business Item 5:**

**Agenda Request – Jasper County BOC**

**Department:** Sheriff’s Office/Jail

**Date:** May 1, 2023

**Subject:** Sheriff’s Office/Jail Project – Proposals for Construction Materials Testing and Special Inspection Services

**Summary:**

Received Two Proposals

	<u>Services Cost</u>	<u>NPDES Monitoring</u>
Nova Engineering and Env	\$33,554.00	\$8910.00 54 weeks x \$165.00
United Consulting	\$41,645	\$16,200.00 54 weeks x \$300.00

**Background:**

**Cost:**

Based on contractor

**Recommended Motion:**

Approve proposal from Nova Engineering and Environmental for construction materials testing and special inspection services



March 30, 2023  
(revised 04/03/23)

**JASPER COUNTY BOARD OF COMMISSIONERS**  
126 West Greene Street, Suite 110  
Monticello, Georgia 31064

**Attention:** Mr. Mike Benton  
County Manager

**Subject:** Proposal to Provide Construction Materials Testing  
and Special Inspection Services  
**JASPER COUNTY JAIL RENOVATIONS**  
Monticello, Georgia  
NOVA Proposal Number 10238768

Dear Mr. Benton:

NOVA Engineering and Environmental, LLC (NOVA) appreciates the opportunity to submit this proposal and cost estimate to provide Construction Materials Testing and Special Inspection Services for the above referenced project. The proposed NOVA Team Manager has worked on many building addition and renovation projects such as this throughout the state of Georgia. We look forward to the opportunity to provide our proposed services on this project.

### PROPOSED TESTING PROGRAM

NOVA proposes to provide field and laboratory testing, project management, and consulting services as required by the project specifications and/or as requested by **Jasper County Board of Commissioners** and the design/construction team. A detailed breakdown of the proposed scope of services to be provided, including estimated costs is included herein.

Our understanding of the requirements of the project is based on a review of the provided (limited) construction documents, and our experience with similar correctional facility projects. The proposed project will include an administrative and inmate housing building additions and modifications totaling approximately 15,000 square-feet, to the existing jail facility located at 1551 GA-212, W, in Monticello, Georgia. The structures will be constructed on shallow reinforced concrete foundation systems with shallow column, pier, and linear wall footings, concrete slab on grades and concrete slab on decks (within the inmate cell locations). The structure's vertical construction will be reinforced concrete masonry units, structural steel framing, and metal roof decking.



NOVA's scope of work and budget estimate is based on a brief review of the provided structural drawings, dated March 21, 2023, the Schedule of Special Inspection Services, dated February 27, 2023, and experience with similar projects. For the purpose of our budget estimate, we have assumed that some task durations such as foundations, and reinforced concrete observations will be performed concurrently.

NOVA proposes to provide field and laboratory testing, project management and consulting services as requested by the OAC design/construction team. Testing and engineering services requested will be performed in general accordance with Chapter 17 of the 2018 International Building Code, with Georgia Amendments, the current ASTM standards, and reviewed contract documents. Specifically, our proposed scope of services is outlined in the following paragraphs:

**SHALLOW FOUNDATION BEARING SUBGRADE EVALUATION:**

- Provide qualified personnel to evaluate foundation subgrade materials for design bearing capacity.
- Subgrade materials will be evaluated by utilizing visual observation, extensive manual probing and portable dynamic cone penetrometer testing techniques.
- Should remedial work be required, our on-site personnel will make and document recommendations for such so that minimal, if any delays are incurred.

**STRUCTURAL CONCRETE INSPECTION, SAMPLING AND TESTING:**

- Observe concrete mix number, type of concrete and concrete strength and confer with Superintendent that placements are at the proper location(s).
- Document the location, quantity, size, spacing and configuration of the placement of reinforcing steel in structural reinforced concrete.
- Provide observation during placement of reinforced structural concrete that placement is in accordance with ACI, the project specifications and generally accepted concrete placement practices.
- Sample and test plastic concrete, and mold compressive strength cylinders for structural concrete. Testing of the plastic concrete will include measurement of its slump, air content and temperature. Frequency of sampling/testing shall be one set of five cylinders per 100 cubic yards placed per day. Test one cylinder at 7 days, three at 28 days, and hold one in reserve.
- Secure and transport initial field cured samples to our laboratory where they will be stripped, logged, prepped and final cured in a moist room. **NOVA assumes that the general contractor will provide an insulated, temperature-controlled storage box for initial curing of test specimens.**
- Perform laboratory compressive strength tests on cured concrete cylinders.

#### **MASONRY INSPECTION – GROUT AND MORTAR TESTING:**

- Confirm that the proper grout mix number, type of mortar, and material strengths are being placed at the proper location(s).
- Document the location, quantity, size, spacing and configuration of the placement of reinforcing steel and in structural reinforced concrete masonry and/or brick facade.
- Monitor grouting operations, to determine that the grout placement is in accordance with ACI, the project specifications and generally accepted grout placement practices.
- Sample and test plastic mortar and grout, and mold compressive strength cubes and prism samples respectively. Frequency of sampling/testing shall be in accordance with the project specifications.
- Secure and transport initial field cured samples to our laboratory where they will be stripped, logged, prepped and final cured in a moist room.
- Perform laboratory compressive strength tests on cured test samples.

#### **POST INSTALLED ANCHOR OBSERVATIONS:**

- Observe and document hardware manufacturer details are within project guidelines.
- Document the type, size, location, and quantity of the placement of anchor bolts in structural reinforced concrete.

#### **STRUCTURAL STEEL INSPECTION AND TESTING:**

- Review the field erection subcontractor submitted welder qualifications and welding procedures. We have assumed the fabrication shop will be AISC approved; therefore, a fabrication shop inspection will not be required.
- Provide NOVA Employed Certified Welding Inspectors and ASNT Level II UT Technicians to inspect and test miscellaneous steel erection, bolting, and perform visual welding inspections for structural steel connections at the frequency required by project documents.

#### **THROUGH PENETRATION FIRE STOP SYSTEMS OBSERVATIONS:**

- Review the project specifications and approved submittal with regards to methods, procedures, coordination, sequencing, materials and required special inspections.
- NOVA will also perform fire-resistant penetration and joint observations in general accordance with ASTM E2174 and E2393.
- Provide qualified personnel to observe and document completed Through Penetration Fire Stop Systems as outlined in the project specifications and project Schedule of Special Inspections, Section 1705.17 "Fire-Resistant Penetrations and Joints".

#### **NPDES MONITORING (ADD ALTERNATE):**

- Review the Erosion, Sedimentation, and Pollution Control Plan and discuss implementation and schedule during project kick off meeting.

- Provide water sample collection and turbidity testing at required intervals from Sampling Points identified in the Erosion, Sedimentation, and Pollution Control Plan using grab sample method. (Fee does not include sampling when site is not in compliance.)
- Provide Qualified Personnel for weekly and post-rainfall site inspections at the required intervals.
- Report turbidity (NTU) results to the Owner, Primary Permittee, and/or designated Operator.

NOVA requests a copy of the Erosion, Sedimentation, and Pollution Control (ES&PC) Plan, Site Grading Plan (s) including utility installation and Civil Engineer's 7-day Letter prior to performing the noted services. Contractor site personnel will be responsible for daily site inspections by certified personnel, providing a rain gauge and recording daily rainfall amounts and contacting NOVA upon qualifying rain events of ½" or greater according to the Permit. Contracting personnel are responsible for maintaining the site in compliance with the ES&PC Plan and associated Best Management Practices (BMP's).

Based upon changes associated electronic submission of the Notice of Intent (NOI) and Notice of Termination (NOT) including nephelometric turbidity unit (NTU) reporting (effective August 1, 2018), the Owner or designated Operator will be responsible for uploading NTU results electronically in GEOS (<https://epd.georgia.gov/geos/>). NOVA will provide NTU reporting as required once designated/added as a "Preparer" to GEOS by the Owner/Operator.

## COORDINATION

Experienced Engineering Technician(s), Inspector(s) or Engineering personnel will be assigned tasks as scheduled by our client and/or the contractor's representative. Updated project drawings and specifications should be provided to NOVA by the owner or his/hers representative throughout the duration of the project. We request a minimum 24-hour notice when scheduling field services by contacting NOVA dispatch at 678-898-7808.

## ADDITIONAL SERVICES

In addition to providing Special Inspections, NOVA has the capability to provide Building Enclosure testing and inspections (waterproofing, roofing, windows, etc.) and Municipal Services inspections (mechanical, electrical, plumbing, framing, etc.), if requested. Additional services required or requested that are not included in this proposal can be provided by NOVA if requested in writing. If other special inspection services, as outlined in Chapter 17 of the IBC, are required to satisfy the design team and/or meet local building code requirements, our staff is familiar with the Code and qualified to provide such. Accordingly, we request the opportunity to revise our proposed scope of services and estimated budget if additional testing and inspections are required.

## BUDGET

Our estimated costs are based on our review of the provided project information, and our experience with similar projects. A construction schedule was not available for review at the time of this proposal. The final cost for our services is dependent on the actual work schedule as it occurs; therefore, it is not possible to develop a cost estimate that is 100% accurate. Additionally, there are several events that can result in additional costs above the recommended budget and scope of services provided. Such events can include:

1. Subsurface conditions different than those expected or encountered during the geotechnical exploration.
2. Retesting and/or re-observations of previous inspections previously found deficient.
3. Evaluating unsuitable soil conditions and/or ground water concerns.
4. Site and/or other meetings requested by the design or construction team.
5. Services provided prior to 8:00 am or after 5:00 pm Monday through Friday, and on Saturdays, Sundays, or holidays.
6. Construction activities needing our services beyond the estimated time frames within the provided budget.

## REPORTING

Field reports and field test results will be prepared by our on-site personnel and copies provided to your on-site representative daily. Laboratory and type written reports generated after completion of applicable tests and evaluations will be submitted to parties specified by **Jasper County Board of Commissioners** via electronic mail. Any deficiencies discovered in the work will be verbally conveyed to the necessary parties and follow-up reports will be e-mailed to all concerned parties. We do note that the IBC states that special inspections are to be provided by the owner or design or construction manager team members.


**CLOSING**

To formalize the agreement, please sign the attached Professional Services Agreement. Again, we thank you for the opportunity to submit our proposal and look forward to working with you on this project. In the meantime, please contact us if you have any questions or if we may be of further service.

Sincerely,  
**NOVA ENGINEERING AND ENVIRONMENTAL, LLC**



Curtis Brown  
Project Manager



Jim Peshel  
Construction Services Manager

Attachments: *Budget Estimate*  
*Professional Services Agreement*  
*Terms & Conditions*



Cost Estimate  
Construction Materials Testing & Special Inspection Services  
Jasper County Jail Renovation

NOVA Opportunity Number 041-10238768

Activity	Unit Rate	Comments	Proposed Units	Cost Proposed
<b>1 Shallow Foundations and Subgrade Observations</b>				
Staff Engineer	\$85.00	HR Estimated 5 visits at 5 hrs each	25	\$2,125.00
ICC Soil Special Inspector/Senior Technician	\$68.00	HR Estimated 2 visits at 6 hrs each	12	\$816.00
Trip Charge	\$45.00	EA 7 trips	7	\$315.00
			<b>Sub Total:</b>	<b>\$3,256.00</b>
<b>2 Structural Concrete, Reinforcing Steel, &amp; Post Installed Anchor Inspections, Sampling &amp; Testing</b>				
ICC Reinforced Concrete Special Inspector	\$68.00	HR Estimated 20 visits at 5 hrs each	100	\$6,800.00
ACI Technician	\$56.00	HR Estimated 10 visits at 6 hrs each	60	\$3,360.00
Compressive Strength Testing Cylinders	\$15.00	EA Estimated 12 sets of 5 Cylinders	60	\$900.00
Grout Cubes (column base plates)	\$15.00	EA Estimate 2 sets of 6 cubes	12	\$180.00
Specimen Transportation and Log In	\$85.00	EA 10 trips	10	\$850.00
Trip Charge	\$45.00	EA 30 trips	30	\$1,350.00
			<b>Sub Total:</b>	<b>\$13,440.00</b>
<b>3 Masonry Inspections and Testing</b>				
ICC Masonry Special Inspector	\$64.00	HR Estimated 12 visits at 8 hrs each	72	\$4,608.00
Mortar Cubes	\$15.00	EA Estimated 4 sets of 3 (2" x 2") cubes	12	\$180.00
Grout Cubes	\$20.00	EA Estimate 4 sets of 4 prisms	16	\$320.00
Specimen Transportation and Log In	\$85.00	EA 8 trips	8	\$680.00
Trip Charge	\$45.00	EA 12 trips	12	\$540.00
			<b>Sub Total:</b>	<b>\$6,328.00</b>
<b>4 Structural Steel and Metal Framing Inspections</b>				
ICC Steel Inspector or CWI	\$105.00	HR Estimated 6 visits at 8 hrs each	48	\$5,040.00
Trip Charge	\$45.00	EA 6 trips	6	\$270.00
			<b>Sub Total:</b>	<b>\$5,310.00</b>
<b>5 Through Penetration Firestop Systems Observations</b>				
Staff Engineer	\$85.00	HR Estimated 2 visits at 8 hrs each	16	\$1,360.00
Trip Charge	\$45.00	EA 2 trips	2	\$90.00
			<b>Sub Total:</b>	<b>\$1,450.00</b>
<b>6 Project Management &amp; Engineering Consultation</b>				
Project Manager	\$125.00	HR Estimated 24 hours	24	\$3,000.00
Principal Professional, P.E	\$160.00	HR Estimated 2 hours	2	\$320.00
Administrative Assistant	\$45.00	HR Estimated 10 hours	10	\$450.00
			<b>Sub Total:</b>	<b>\$3,770.00</b>
			<b>Lump Sum Estimate:</b>	<b>\$33,554.00</b>
<b>7 NPDES MONITORING (Alternate):</b>				
Weekly and post rainfall BMP inspections	\$165.00	EA Estimated 12 months at 4.5 hours per month	54.00	\$8,910.00
			<b>Sub Total:</b>	<b>\$8,910.00</b>

**NOTES:**

- 1 The provided budget should be considered an estimate only.
- 2 Budget estimate does not include cost for retesting failing items or standby costs due to delays during construction
- 3 Any services beyond the noted trips included above will be billed in accordance with the attached Schedule of Fees.
- 4 NOVA would be pleased to provided estimated costs for additional services not included herein.

# CONSTRUCTION MATERIALS TESTING & INSPECTION SERVICES

## SCHEDULE OF FEES

**I. ENGINEER AND TECHNICIAN SERVICES:**

A. Staff Engineer, for foundation and subgrade soil field inspections, per hour.....	\$ 85.00
B. Project Manager for data review and quality assurance, per hour .....	\$ 125.00
C. Principal Engineer, PE, Senior Geotechnical Engineer, PE, Senior Materials Engineer, PE for interpretation, consultation and assisting the Project Manager, per hour.....	\$ 160.00
D. ICC Special Inspector/Senior Technician, for sampling and testing of soil, base stone and paving, field concrete, masonry, mortar, grout sampling, testing and sample transportation, reinforcing steel and post anchor observations per hour (includes all equipment).....	\$ 68.00
E. Engineering Technician (ACI certified) for field concrete sampling, testing and sample transportation, per hour (includes all equipment).....	\$ 56.00
F. IBC SI – SS/SFRM CWI, EIT or SI for visual weld, high strength bolt torque testing of structural steel and precast connections, fire-proofing placement observations, and for wood and cold-formed steel framing, per hour .....	\$ 105.00
G. Building Enclosure Professional for inspection of building envelope systems such as roofing, waterproofing, glass/curtain wall/storefront systems, air barrier systems, joint sealants, mock-up or pre-construction testing, data reduction, report preparation, and consultation functions, per hour.....	\$ 105.00
H. Building Code Inspector for municipal services inspections (mechanical, electrical, plumbing, framing, etc., per hour.....	\$ 110.00
I. Administrative support personnel for data entry, report distribution and other clerical activities, per hour.....	\$ 45.00

**II. LABORATORY SERVICES (CONT'D):**

**A. Concrete/Aggregate/Mortar:**

1. Concrete cylinder curing, preparation and compressive strength testing, each	\$ 15.00
2. Grout prism curing, preparation and compressive strength testing, each .....	\$ 20.00
3. Mortar cube curing, preparation and compressive strength testing, each.....	\$ 15.00
4. Moisture Vapor Emission Test (MVE) includes pH, each .....	\$ 45.00
5. Relative Humidity Test (HD), each.....	\$ 115.00
6. Concrete core curing, prep and compressive strength testing, each.....	\$ 45.00
7. Concrete mix design verification, standard, each .....	\$ 160.00
8. Fine Aggregate Sieve Analysis, each.....	\$ 65.00
9. Coarse Aggregate Sieve Analysis, each .....	\$ 70.00
10. Aggregate Specific Gravity .....	\$ 50.00

# CONSTRUCTION MATERIALS TESTING & INSPECTION SERVICES

## SCHEDULE OF FEES

### B. Soils:

1. Moisture Content, each.....	\$	10.00
2. Standard Proctor, each .....	\$	125.00
3. Modified Proctor, each .....	\$	135.00
4. Standard Proctor (GAB), each.....	\$	140.00
5. Modified Proctor (GAB), each .....	\$	150.00
6. Aggregate Sieve Analysis, each .....	\$	75.00
7. Atterberg Limits, each .....	\$	75.00
8. Wash 200, each.....	\$	85.00
9. Wash 200 and Hydrometer Analysis, each .....	\$	125.00
10. Triaxial Shear Test (3-points), each.....	\$	1,650.00
11. Organic Content, each.....	\$	55.00

### C. Asphalt:

1. Extraction/Gradation Test, each .....	\$	250.00
2. Marshall Stability, and density, each .....	\$	150.00
3. Core Thickness and Density, each .....	\$	60.00
4. Asphalt coring and Patching, each.....	\$	40.00
5. Nuclear Gauge Rental, per day.....	\$	15.00

### D. Other Tests:

1. SFRM Density, each.....	\$	75.00
2. SFRM Adhesion/Cohesion consumables, each .....	\$	25.00

## III. MISCELLANEOUS SERVICES

A. Vehicle Transportation, per trip.....	\$	45.00
B. Specimen Transportation, per trip .....	\$	85.00
C. Floor Profile, per event.....	\$	550.00

1. Expenses for special subcontractors, equipment, supplies, permits, or other items not customarily provided by NOVA will be charged at cost plus 15%.
2. These hourly rates are portal-to-portal. Normal working hours are Monday through Friday, 7:00 a.m. to 5:00 p.m. Overtime rates will be applicable for all field services provided outside normal working hours, over 8 hours per day and on Saturdays, Sundays and holidays at 1.5 times the standard hourly rate.
3. Pricing for other services and tests are available upon request. These rates are effective through project completion.





## PROFESSIONAL SERVICES AGREEMENT

<b>DATE:</b> March 30, 2023 (rev. 4/3/23)	<b>PROPOSAL NO.:</b> 10238768
<u><b>PROJECT NAME AND ADDRESS</b></u>  JASPER COUNTY JAIL RENOVATION 1551 GA-212 West, Monticello, Georgia 31064	<u><b>CLIENT NAME AND ADDRESS</b></u>  JASPER COUNTY BOARD OF COMMISSIONERS 126 West Greene Street, Suite 110 Monticello, Georgia 31064  Attention: Mike Benton Email : <a href="mailto:mbenton@jaspercountyga.org">mbenton@jaspercountyga.org</a> Phone: 706-468-4900 ext. 310
Construction Material Testing and Special Inspections are billed on a time and materials basis and in accordance with attached Proposal No. 10238768.	

All work will be in accordance with NOVA's General Terms and Conditions attached hereto. NOVA will invoice monthly and our payment terms are net 30 days. This proposal is valid for 90 days. If this proposal is acceptable, please sign and return this professional service agreement and attached proposal to [cbrown@usanova.com](mailto:cbrown@usanova.com). Acceptance of NOVA's work product and/or payment of our invoice constitutes complete acceptance of this proposal, including the General Terms and Conditions.

<b>AUTHORIZED BY:</b>	<b>INVOICE TO:</b>
Signature	Firm
Name	Name
Title	Address
Date	Federal Tax I.D.
	Email Address

**NOVA Engineering and Environmental LLC**  
**GENERAL TERMS AND CONDITIONS**

**1. SCOPE OF WORK**

NOVA Engineering and Environmental LLC (NOVA) shall perform the services limited to and specifically defined in this Agreement (including any Project Specific condition attached hereto) and shall invoice the Client in accordance with the compensation section of this Agreement. Any estimate of cost to the Client as stated in this Agreement or any of the accompanying schedules shall not be considered as a fixed price, but only an estimate (unless otherwise specifically stated in this Agreement). NOVA will provide additional services under this Agreement as requested by the Client in writing subject to acceptance by NOVA. Client will be invoiced for additional services at NOVA's standard rates or as mutually agreed upon, including but not limited to, re-reviews, re-inspections, re-tests, stand-by time, scope changes, services outside normal business hours or services provided beyond the estimated project duration. To the extent these General Terms and Conditions are part of a proposal for services, the proposal shall be valid for ninety (90) days unless otherwise stated. Once a proposal is accepted, these General Terms and Conditions shall apply to all services performed and shall survive any termination of the Agreement or completion of services.

Notwithstanding any other provision of this Agreement or any other agreement entered into by NOVA with respect to the Project, NOVA shall not have control or charge of, and shall not be responsible for, construction means, methods, techniques, sequences or procedures, for safety precautions and programs in connection with work or activities at the project site, for the acts or omissions of any contractor, subcontractors or any other persons performing any work or undertaking any activities at the project site, or for the failure of any of them to carry out any work or perform their activities in accordance with their contractual obligations, including, but not limited to, the requirements of any drawings, specifications or other documents prepared by NOVA (if any).

The review of contractor submittals (for example, shop drawings or project samples) is not included in NOVA's Scope of Services unless specifically set forth in this Agreement. If such services are to be provided, the review is conducted only for the limited purpose of checking for conformance with information given and the design concept expressed in the construction drawings and specifications prepared by NOVA (or by others if so set forth in the Agreement) and is not conducted for the purpose of determining the accuracy and completeness of details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the contractor, all of which remain the responsibility of the contractor to the extent required by its contract. NOVA's review shall not constitute approval of safety precautions or of construction means, methods, techniques, sequences, or procedures. NOVA's approval of a specific item shall not indicate approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems or equipment is required by the drawings, specifications and other documents applicable to the contractor's obligations, NOVA shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the drawings, specifications and other documents prepared by NOVA.

Neither site visits for any purpose nor the observation by NOVA of any contractor's work are included in NOVA's scope of services unless specifically set forth in this Agreement. If NOVA is engaged to visit the site and conduct observations of a contractor's work, NOVA shall provide such services at the intervals agreed with Client in writing (or if no such interval is agreed upon in writing, then at such intervals as NOVA deems appropriate given any budgetary constraints imposed by Client), subject to any limitations on the number of such visits set forth in this Agreement. The general purpose of such observations is to become generally familiar with the progress and quality of the construction work as described in the drawings, specifications or other documents specifically identified in this Agreement and to determine, in general, if such construction work is proceeding in accordance with such drawings, specifications or other identified documents. NOVA shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of such construction work. On the basis of such on-site observations as an engineer, NOVA shall keep Client informed of the progress and quality of such construction work and shall endeavor to guard the Client against defects and deficiencies in such work of contractor.

**2. RIGHT OF ENTRY**

The Client, at its sole cost and expense, will provide for reasonable right of entry of NOVA personnel to perform the scope of work and all necessary equipment to the project site or sites, in order to complete the work.

Rev. 10-2016 (Exc. FL)

**3. INVOICES**

NOVA will submit invoices to Client monthly and a final bill upon completion of services. There shall be no retainage, unless otherwise agreed upon in the Agreement. NOVA shall furnish insurance certificates, lien waivers, affidavits or other reasonably available documents as and when requested by Client provided all amounts due to NOVA have been paid.

Payment is due within thirty (30) days after the receipt of invoice. Interest charges will start to accrue forty-five (45) days from the invoice date. Client agrees to pay an interest charge equal to the lesser of one and one-half percent (1½%) per month, or the maximum rate allowed by law, on past due accounts. NOVA shall be entitled to recover any and all costs incurred, including attorneys' fees ("Collection Costs") in connection with its efforts to collect past due sums. The minimum amount of such Collection Costs is agreed to be the lesser of (1) ten percent (10%) of the past due amount or (2) the maximum amount allowed by law. Any attorney's fees, collection fees or other costs incurred in collecting any delinquent amount shall be paid by Client. The Client agrees to pay NOVA for its services in accordance with this Agreement, regardless of whether or not he has been paid by his client.

In the event that the Client disputes any items billed in an invoice, the Client shall notify NOVA within ten (10) days specifying the complaint and, in the meantime, all amounts to which there is not a reasonable and good faith dispute to payment shall be paid promptly. Any dispute not raised within such ten (10) day period is waived. The Client's failure to make timely payment due under this Agreement in accordance with the terms of this Agreement shall constitute a material breach of this Agreement and NOVA shall be entitled, upon seven (7) days written notice to Client to terminate this Agreement or, at its option, suspend its performance until all sums then due under this Agreement have been paid.

If NOVA is called upon by Client, or subpoenaed by any other person, to testify or produce records in an action at law, equity, arbitration, or in a pre-trial hearing or conference, as to any work performed by anyone in connection with the Project, NOVA shall be paid by the Client for all time spent while testifying and preparing therefor and producing such records in accordance with the rates set forth in the attached Agreement.

**4. SAFETY**

NOVA is only responsible for the safety on site of its own employees and subcontractors. However, this shall not be construed to relieve the Client or any of its contractors from their responsibilities for maintaining a safe jobsite. Neither the professional activities of NOVA, nor the presence of NOVA's employees and subcontractors shall be construed to imply NOVA has any responsibility for job safety or any activities on site performed by personnel other than NOVA's employees or subcontractor.

**5. STANDARD OF CARE**

Service performed by NOVA under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the location where the services are to be performed ("Standard of Care").

Notwithstanding anything in this Agreement to the contrary, NOVA shall only be liable to pay damages to Client arising out of or in connection with the Services or this Agreement, to the extent that such damages are caused by, and are in proportion to, the negligence of, or breach of the Standard of Care by, NOVA. If NOVA is considered to be liable jointly with any third parties, the portion of damages payable by NOVA shall be limited to the portion of liability which is attributable to NOVA's breach of the Standard of Care on a comparative fault basis. Client acknowledges that NOVA's services will be rendered without any warranty, express or implied and all such warranties are expressly waived by Client. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party, including the project owner (if not the Client) and any contractor, subcontractor, vendor or material supplier, against either the Client or NOVA.

**6. INSURANCE & GENERAL LIABILITY**

NOVA represents and warrants that it and its agents, staff and consultants employed by it are protected by worker's compensation insurance and that NOVA has such coverage under public liability and property damage insurance policies which NOVA deems to be adequate and in line with other professional service firms currently practicing under similar conditions. Certificates for all such policies of insurance shall be provided to Client upon request in writing. Additional insurance, if requested in writing by Client prior to commencement of services, will be obtained by NOVA, if procurable, and charged to the Client.

**NOVA Engineering and Environmental LLC**  
**GENERAL TERMS AND CONDITIONS**

The Client shall cause any contractor responsible for the construction of work (or related activities) designed, specified or reviewed by NOVA or responsible for any other activities relating to NOVA's services, to hold harmless, indemnify and defend NOVA, to the fullest extent permitted by law, from and against any and all damages, liabilities, claims, suits, costs and expenses (including reasonable attorney's fees and other costs of investigation and defense) arising in connection with the negligence, breach of contract or strict liability of any contractor or any of their subcontractors or any of their vendors. Client shall also name, and cause such contractor(s) to name, NOVA as additional insureds on its and each such contractor's Commercial General Liability insurance policy and Umbrella/Excess liability insurance policy (with policy limits at the greater of the limits required for the Project or Five Million Dollars per occurrence and in the per project aggregate) and to maintain such coverage until the completion of its contract and to provide NOVA with a Certificate of Insurance so naming NOVA as an additional insured on an annual basis for so long as Client and/or contractor maintains or is obligated to maintain such coverage.

**7. DISPUTES**

All claims, disputes, controversies or matters in question arising out of, or relating to, this Agreement or any breach thereof, including but not limited to disputes arising out of alleged design defects, breaches of contract, errors, omissions, or acts of professional negligence, (collectively "Disputes") shall be governed by Georgia law and shall be submitted to non-binding mediation before and as a condition precedent to pursuing any other remedy. Upon written request by either party to this Agreement for mediation of any dispute, Client and NOVA shall select a neutral mediator by mutual agreement. If a Dispute cannot be settled through mediation as set forth above, then such Dispute, if involving amounts less than \$100,000, shall be decided by binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect, or any other appropriate rules upon which the parties may agree following termination of mediation. Notwithstanding any other provisions of this Section, in no event shall a demand for mediation be made, or any other proceeding initiated, more than two (2) years from the date the party making demand knew or should have known of the dispute or five (5) years from the date of substantial completion of Nova's Services, whichever date shall occur earlier. All mediation, arbitration, or litigation shall take place in Cobb County, Georgia, unless the parties agree otherwise. The fees of the mediator or arbitrator(s) and the costs of transcription and other costs incurred by the mediator or arbitrator(s) shall be apportioned equally between the parties. Thereafter, with respect to any Disputes involving amounts equal to or greater than \$100,000, if any legal action or other proceeding is brought with respect to such Dispute, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, costs and expenses, incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

**8. DELAYS IN WORK**

In no event, will NOVA will be responsible for delays in the work which is beyond our reasonable control or caused by Client or its agents, consultants, contractors or subcontractors. Stand-by or non-productive time for delays in our work caused by Client or its agents, consultants, contractors or subcontractors may be charged to the Client unless provided for as a separate item in the Agreement or otherwise as mutually agreed upon.

**9. TERMINATION**

This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In all events of termination, NOVA shall be paid for services performed up to and through the date of termination plus reasonable expenses to demobilize. In the event of termination, or suspension for more than three (3) months, NOVA shall, at its option, be permitted to terminate this Agreement upon seven (7) days written notice to Client. Further, if said termination is prior to NOVA's completion of all reports contemplated by this Agreement, NOVA may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs of NOVA in completing such analyses, records, and reports and shall be due and payable by Client promptly upon invoice from NOVA, together with all reasonable termination costs and expenses.

**10. ASSIGNS**

This Agreement may not be assigned by either party without the prior written consent of the other party, provided, however, that NOVA may assign this Agreement in the case of sale of all or substantially all of its assets or equity. To the extent consent is required it shall not be unreasonably withheld.

**11. OWNERSHIP OF DOCUMENTS**

All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by NOVA, as instruments of service, shall remain the property of NOVA and shall retain all common law, statutory and other reserved rights, including copyrights ("NOVA Documents"). Contingent on the Client's full and timely payment of all sums due under this Agreement, NOVA grants Client a non-exclusive license to use the final and complete versions of the NOVA Documents solely and exclusively for purposes set forth in this Agreement. The forgoing license does not extend to any CADD files or 3D model created by NOVA, unless expressly set forth herein. If NOVA Documents are prepared "for construction", the license granted in the preceding sentences of this Paragraph permits the Client to authorize the contractor and subcontractors, and material or equipment suppliers to reproduce applicable portions of NOVA Documents solely and exclusively for use in performing their services or construction for the Project. NOVA Documents shall only be used for their intended purpose. NOVA Documents are not to be used on other projects, for alternations, extensions or additions to this Project or for completion of this Project by others, except by agreement in writing and with appropriate compensation to NOVA. If Client is granted a license with respect to any CADD files or 3D models, Client agrees to be bound to the terms of the NOVA License for Use of Electronic Files and 3D Models. Client agrees that all reports and other work furnished to the Client or his agents, which are not paid for, will be returned upon demand and will not be used by the Client for any purpose whatsoever. NOVA will retain all pertinent records relating to the services performed for a period of three (3) years following submission of the report, during which period the records will be made available to the Client at all reasonable times and an administrative fee may be charged to the Client for retrieval and reproduction of such records.

**12. FAILURE TO FOLLOW RECOMMENDATIONS**

NOVA will not be held liable for problems that may occur if NOVA's recommendations are not followed.

**13. LIMITATION OF LIABILITY**

Client agrees that the work created pursuant to this Agreement is for the sole and exclusive use of Client and is not for the benefit of any third parties. Client acknowledges and agrees that in no event shall the liability of NOVA in connection with this Agreement or the services provided pursuant thereto exceed the fee actually paid to and received by NOVA under this Agreement or \$100,000 whichever is greater. This Agreement and the services to be performed hereunder shall in no way be construed as a guarantee of deficient-free construction.

Notwithstanding anything to the contrary contained in this Agreement or provided for under any applicable law, neither NOVA nor Client shall be liable to the other party, either in contract or in tort, for any consequential, incidental, indirect, special or punitive damages, including without limitation any delays damages, loss of future revenue, income or profits or any diminution of value, financing costs or costs of lost opportunities relating to this Agreement, the services or the Project, whether or not the possibility of such damages has been disclosed to the other party in advance or could have been reasonably foreseen by such other party.

**14. INDEMNIFICATION**

Client agrees, to the fullest extent permitted by law, to indemnify, defend and hold harmless NOVA, and its officers, directors, agents and employees and any of them (collectively, the "NOVA Parties") from all claims, actions, damages, liabilities, losses, costs and expenses, including reasonable attorney's fees and defense costs (collectively "Losses"), arising out of, or in any way connected with, the performance or nonperformance of NOVA's obligations under this Agreement (including, without limitation, any act of negligence, omission or default by the NOVA Parties), up to an amount not to exceed the greater of \$100,000 or twelve times the amount of the fees charged for the services provided by NOVA in connection with this Agreement and the services hereunder. The parties agree that the foregoing amount of said indemnification bears a reasonable commercial relationship to the services provided by NOVA and that the indemnification provided herein is considered a part of the project specifications. Notwithstanding the foregoing, the NOVA Parties shall not be entitled to indemnification hereunder for any Losses resulting from the NOVA Parties'

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gross negligence, or willful, wanton or intentional misconduct or for any statutory violation or punitive damages (except to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of Client or any of the Client's contractors, subcontractors, sub-subcontractors, materialmen or agents of any tier or their respective employees). Except as set forth in the preceding sentence, the NOVA Parties rights to indemnification shall include, without limitation, indemnification for any and all Losses which may be suffered by any NOVA Party as a result of any (i) failure of Client to follow or implement any of its recommendations, (ii) any breach by Client of its obligations under the Agreement, and (iii) exposure of NOVA's employees or agents to any hazardous materials at the jobsite.

Upon notice by the NOVA Parties, Client shall defend the NOVA Parties with counsel chosen by NOVA Parties, subject to the consent of Client, which consent shall not be unreasonably withheld. The parties agree that this duty to defend is separate and distinct from any indemnity obligation, and the duty shall extend to any claims asserted against the NOVA Parties arising out of or related to the project, regardless of whether Client is obligated to indemnify the NOVA Parties for the loss, claim, or damage.

#### **15. HAZARDOUS MATERIALS**

It is acknowledged by both parties that NOVA's scope of services does not include any services related to asbestos or hazardous or toxic materials unless specifically identified in our scope of services. In the event NOVA or any other party encounters asbestos or hazardous materials at the jobsite, or should it become known in any adjacent areas that may affect the performance of NOVA's services, NOVA may, without liability for consequential or any other damages, suspend performance of services on the project until the Client retains appropriate specialist consultants or contractors to identify, abate and/or remove the asbestos, hazardous or toxic materials and warrant that the jobsite is in full compliance with applicable laws and regulations. In addition, the Client shall hold harmless, defend and indemnify NOVA Parties, from and against any and all Claims arising, in whole or in part, out of the discovery, presence, handling, removal or disposal of, or exposure of persons to, any hazardous materials in any form at the Project site, including, but not limited to, asbestos, asbestos products, polychlorinated biphenyl (PCB), bacteria, mold, fungi, lead based paints or other similar materials or other toxic substances, infectious materials, or contaminants.

#### **16. SAMPLE DISPOSAL**

Unless other arrangements are made, NOVA will dispose of all soil and rock samples remaining at the time of report completion. Further storage or transfer of samples can be arranged at Client's prior written request, subject to a reasonable charge by NOVA. Client acknowledges that contaminated drill cuttings, sample spoils, wash water, and other materials may be produced as a result of encountering hazardous materials at the site. In such event, NOVA shall properly contain, label, and store such materials on-site, and Client shall be responsible for its proper transportation and disposal.

#### **17. AQUIFER CONTAMINATION**

Client acknowledges that it is impossible for NOVA to know the exact composition of a site's subsurface, even after conducting a comprehensive exploratory program. As a result, there is a risk that drilling and sampling may result in contamination of certain subsurface areas. Although NOVA will take reasonable precautions in accordance with the Standard of Care to avoid such an occurrence, Client waives any claim against, and (without limiting the generality of Section 14 hereof) agrees to indemnify and hold harmless NOVA in accordance with the terms and conditions set forth in this Agreement from any claim or liability for injury or loss which may arise as a result of subsurface contamination caused by drilling, sampling, or monitoring well installation. Client also agrees to adequately compensate NOVA for any time spent and expenses incurred in defense of any such claim.

#### **18. DEFINITIONS**

As used herein, the following words and their derivative words or phrases have the meanings indicated, unless otherwise specified in the various sections of this Agreement.

**AGREEMENT:** means the Agreement between the parties, which shall describe and govern Client's engagement of NOVA to provide services in connection with the project or work identified in the proposal (Proposal), and consists of the Proposal, these General Terms and Conditions, and any exhibits or attachments referenced in any of these documents.

**CERTIFY, CERTIFICATION:** NOVA's opinion based on its observation of conditions, knowledge, information and beliefs. It is expressly understood such opinions relieve no other party of any responsibility or obligation he or she has accepted by contract or custom.

**ESTIMATE:** An opinion of probable cost for services made by NOVA. The accuracy of probable cost for services opinion cannot be guaranteed.

**INSPECT, INSPECTION:** The visual observation of certain aspects of construction to permit NOVA to render its professional opinion as to whether the contractor is performing the Work in a manner indicating that, when completed, the Work will be in general accordance with the approved documents. Such observations do not relieve any party from fulfillment of their customary and contractual responsibilities and obligations.

#### **19. LIMITATION OF LIABILITY**

It is intended by the parties to this Agreement that NOVA's services under this Agreement shall not subject NOVA's individual employees, officers, shareholders, managers, members or directors to any personal legal exposure for the risks associated with the services to be rendered on the project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against NOVA, a Delaware limited liability company, and not against any of NOVA's employees, shareholders, officers, managers, members or directors.

#### **20. MISCELLANEOUS**

**AMENDMENT:** This Agreement may be amended, modified or supplemented, but only in writing signed by each of the parties hereto.

**WAIVERS:** The failure of a party hereto at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same. No waiver by a party of any condition or of any breach of any term contained in this Agreement shall be effective unless in writing and signed by the waiving party, and no waiver in any one or more instances shall be deemed to be a continuing waiver of any such condition or breach in other instance or a waiver of any other condition or breach of any other term.

**SEVERABILITY:** If any provision or sub-provision of this Agreement is or becomes invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions or sub-provisions contained herein shall not be affected thereby.

**INTEGRATION:** This Agreement represents the entire understanding and agreement among the parties with respect to the subject matter hereof, and supersedes all other negotiations, understandings and representations (if any) made by and among such parties.

**SOVEREIGN IMMUNITY:** In the event that the Client is a State, City, County or other municipal entity, then NOVA (and all NOVA Parties) shall for all purposes provided in this Agreement and otherwise be deemed an agent of the Client for purposes of sovereign immunity under State or local statutes and otherwise. Client shall fully cooperate, at its sole cost and expense, with NOVA and take all necessary and appropriate actions to qualify NOVA (and the NOVA Parties) for and defend its and their right of sovereign immunity as an agent of the Client for purposes of State or local law.

**NOVA Employees:** Client agrees not to recruit or hire any NOVA employee currently or previously working under this Agreement during the contract period or within twelve months of termination of the contract, either for themselves or any third party. In the event Client violates this clause, NOVA shall have the right of injunctive relief, and Client shall pay NOVA \$25,000 or 25% (percent) of the employee's current annual, base salary, whichever is greater, with payment being made within 15 days of NOVA's written notice to Client of said violation.

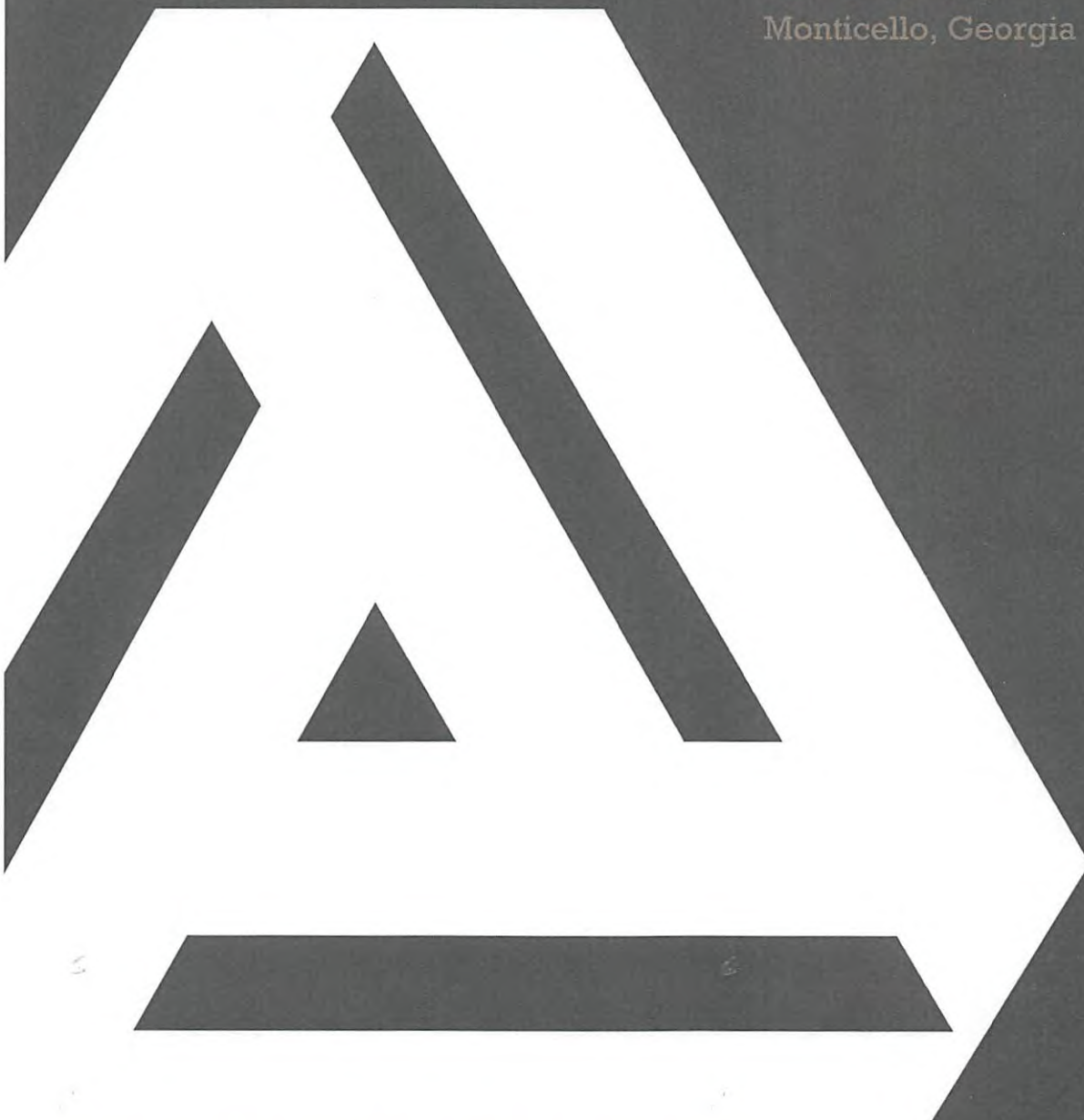


UNITED  
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# PROPOSAL

**For Mr. Mike Benton  
Jasper County Board of  
Commissioners**

Materials Testing and  
Special Inspection Services  
Jasper County Jail Renovation  
1551 GA-212 W  
Monticello, Georgia





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March 22, 2023

Ms. Elysha Wood  
County Manager  
**Jasper County Board of Commissioners**

Via Email: [570ew@ppi.us](mailto:570ew@ppi.us)

RE: Proposal for Materials Testing and Special Inspection Services  
**Jasper County Jail Renovation**  
1551 GA-212 W  
Monticello, Georgia  
Proposal No.: P2023.8345.01

Dear Ms. Wood:

It is a pleasure to serve you and **Jasper County Board of Commissioners**. We are excited about working with you on your **Jasper County Jail Renovation** project. This proposal will briefly describe the scope of our work and the compensation for our services. This proposal is based on the information provided in your email dated March 20, 2023.

## PROJECT INFORMATION

The project site is the current Jasper County Jail facility located at 1551 GA-212 W in Monticello, Georgia. The proposed project consists of the expansion of the inmate housing and administrative expansion of the existing jail building. The structure will be placed on shallow foundations. It is also assumed that site work will include utilities relocations and installation. It is our understanding that the project will be completed within 12 months period.

## SCOPE OF SERVICES

Based on the information provided, the following scope of services is anticipated. Our scope is summarized below.

### Earthwork

1. A Geotechnical Engineer will monitor proofrolling, and when necessary, provide recommendations for undercutting and stabilization of existing soils. The Geotechnical Engineer will also verify the bottom of the excavation following undercutting.
2. We will monitor fill placement and run in-place density tests as needed on fill and backfill over underground utilities and on miscellaneous fill.
3. We will run Proctors as required.



### **Foundations**

1. We will check open shallow foundations to verify that competent bearing soils are exposed.
2. We will verify the depth and width of the footings and turndowns.

### **Concrete**

1. We will make concrete test cylinders. Each set will consist of five (5) cylinders. We will note and record batch and placement times, mix and air temperature, entrained air content, truck and batch ticket numbers, slump, amount of water added on site, and location of placement for each set.
2. We will perform compressive strength testing of the concrete cylinders.
3. We will review mix designs submitted to us.

### **Reinforcing Steel**

1. We will check the placement of steel reinforcement.

### **Structural Steel**

1. We will perform visual only inspections of structural steel welding. Any required ultrasonic inspections will be an extra cost to this agreement.
2. We will perform periodic inspections of steel frame joint details.
3. We will visually check bolts, embedded anchors and connections installed in the existing concrete.

### **Masonry**

1. We will verify installation of masonry, reinforcement installation, anchors, and ties, and grouting of cells.
2. We will make grout cubes and masonry prisms as required.

### **NPDES Services**

1. We will assist in filing your Notice of Intent (NOI).
2. We will check the site once a week until the site is stabilized to visually examine the BMP's and create documentation of the visit and site conditions including reporting of corrections made and recommendations of needed repairs.
3. We will take grab samples as required following a storm event.
4. The samples will be transported back to United Consulting's laboratory for turbidity testing. The results will then be communicated in writing to the client.

5. A final report will be prepared once the project is over and all areas have undergone final stabilization.

Our work does not include the supervision or direction of the actual work of the contractor, his employees or agents, and the contractor should be so advised. The contractor should also be aware that neither the presence of our personnel nor the observation and testing by our firm will excuse in any way the contractor and its subcontractors for defects discovered.

Our personnel should be scheduled by 4:00 p.m., the day prior to when the work will be needed to ensure that our personnel will be on site when requested. We will not be on site unless scheduled by your representative. Scheduling will be accepted after this time, including the day the work is needed, and we will do our best to get the personnel on site. However, on short notice, we cannot guarantee that our personnel will be on site exactly at the requested time.

## COMPENSATION

Using our past experience with similar projects, we would like to suggest a budget of **\$41,645.00** for the cost of the outlined services, excluding NPDES. Since the actual cost of our services is highly dependent on factors beyond our control such as the amount of unsuitable soil encountered, weather, contractor's schedule, etc., we would suggest that you use a range of **\$37,000.00** to **\$45,000.00**. We would like to suggest that you budget an additional **\$300.00/week** for the NPDES monitoring. Our budget was derived in the following manner:

Activities	Units	Rates	Total
<b>Fieldwork</b>			
Monitor Earthwork and In-Place Density Tests	80 hours	\$75.00/hour	<b>\$6,000.00</b>
Concrete/Masonry Testing	90 hours	\$75.00/hour	<b>\$6,750.00</b>
Special Inspections, Steel Reinforcement, Structural Steel, Weld/Bolts Connection	90 hours	\$117.00/hour	<b>\$10,530.00</b>
Foundation Inspections	50 hours	\$117.00/hour	<b>\$5,850.00</b>
Mileage	4200 miles	\$0.655/mile	<b>\$2,751.00</b>
<b>Laboratory and Office</b>			
Standard Proctors	2 sample	\$137.00/each	<b>\$274.00</b>
Concrete Cylinders	80 cylinders	\$17.00/each	<b>\$1,360.00</b>
Grout Prisms	40 prisms	\$19.00/each	<b>\$760.00</b>
Mortar Cubes	30 cubes	\$19.00/each	<b>\$570.00</b>
Clerical Services	25 hours	\$68.00/hour	<b>\$1,700.00</b>
Project Manager	30 hours	\$170.00/hour	<b>\$5,100.00</b>
<b>Total:</b>			<b>\$41,645.00</b>





Actual compensation for our services will be according to the unit rates listed below:

Service	Rate
Senior Geotechnical Engineer	\$210.00/hour
Project Manager	\$170.00/hour
Staff Engineer	\$117.00/hour
Engineering Technician	\$75.00/hour
Clerical Services	\$68.00/hour
Standard Proctor	\$137.00/each
Concrete Cylinder Compressive Strength	\$17.00/each
Grout Prisms/Mortar Cubes	\$19.00/each
NPDES	\$300.00/week
Mileage	\$0.655/mile

This is a partial list of our fees which includes items frequently encountered on projects similar to this one. Should additional services be requested that are not included in the above unit fees, we will contact you to discuss. Overtime, more than 8 hours per day or Saturdays, Sundays or holidays, will be at the regular rate times 1.50. Overtime rates will also be effective if our personnel are requested for services after 4:30 p.m. A minimum 3-hour charge will be applied to all site visits. We will be on site only when requested by your designated contact.

To authorize us to proceed with the proposed work, please execute the enclosed acceptance copy of this proposal with any exceptions or special conditions listed on it. Please note that the attached Terms and Conditions are an integral part of this proposal.



We appreciate your consideration of United Consulting for this project, and we look forward to our participation.

Sincerely,

UNITED CONSULTING

**Roman Zhest**  
Project Manager

**Frank Meyghani**  
Business Development

**Reza Abree, P.E.**  
CEO/President

RZ/FM/RA/rag

Attachment

H:\MARKETPROPOSAL\2023\IP2023.8345.01.docx



Proposal No: P2023.8345.01

Date: 03/22/2023

Project Name: Jasper County Jail Renovation

Project Location: 1551 GA-212 W Monticello, Georgia

Project Description: Proposal for Materials Testing and Special Inspection Services

Invoice to be Paid by

Firm:

Federal ID#:

Address:

City/State:

Zip:

Contact:

Phone:

Cell:

Fax:

Email:

Approval of Changes (if different from above)

Firm:

Federal ID#:

Address:

City/State:

Zip:

Contact:

Phone:

Cell:

Fax:

Email:

Property Owner Identification (if different from above)

Firm:

Federal ID#:

Address:

City/State:

Zip:

Contact:

Phone:

Cell:

Fax:

Email:

Payment Terms: Compensation for services rendered will be in accordance with the proposal referenced above. Invoices will be issued monthly. Payment is due upon receipt of invoice. A late payment charge of 18% per annum or the maximum amount allowed by law will be applicable if payment is not made within 30 days after invoice date. Client will also pay any cost of collection, including reasonable attorney's fees, if invoices are collected by law or through an attorney-at-law.

Proposal Acceptance: The Terms and Conditions of this Proposal, including the Terms on this page and the Contract Conditions attached are:

Accepted this \_\_\_\_\_ Day of \_\_\_\_\_, 2023

Print or type individual, firm, or corporate body name

Print or type name of authorized representative

Signature of authorized representative



## TERMS AND CONDITIONS

### 1. SERVICES

The services provided by our company are intended for the sole benefit and use of Client, and no third party beneficiaries are contemplated. Any use of or reliance upon any information provided by our company, by a party other than the Client, shall be solely at the risk of said third party and without legal recourse against our company, or any person or entity affiliated with our company. Any subsequent user shall be expressly notified of this condition before being provided with our work product and our company shall receive advance notice of said use. Client shall indemnify our company for any damages or liability resulting, directly or indirectly, from the unauthorized use of our information or work product. In providing said services, our company will act in the capacity of an independent consultant.

### 2. WARRANTY AND LIABILITY

A. **Standard of Care** - Services under this contract will be performed in accordance with that degree of care and skill ordinarily exercised under similar conditions by members of our profession practicing in the same locality. No other warranty, express or implied, is made or intended by the proposal for consulting services or by furnishing oral or written reports of the findings made.

B. **Scope of Work** - Our company will not be obligated to perform services not authorized in a contract or work order. In the event that any additional, expanded or supplemental work is performed by our company, or in the event that the work performed by our company extends beyond the duration originally contemplated in the initial contract or work order, Client agrees that said work shall have conveyed a material benefit upon Client and that Client shall therefore be obligated to provide appropriate compensation to our company for such work. This latter condition shall apply even in circumstances in which such work has been performed without written authorization but with the knowledge, express or implied, of Client.

C. **Limitations of Liability** - It is agreed that Client will limit any and all liability for any damage resulting from or in any way related to the services under this Agreement from any cause or causes (which causes include but are not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, expressed or implied, of the Consultant or the Consultant's officers, directors, employees, agents and subconsultants) to a sum not to exceed \$50,000.00 or the amount of the fee, whichever is greater, notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage. If Client prefers to have higher limits of professional liability, the limits can be increased to a maximum of one million (\$1,000,000.00) dollars upon Client's written request at the time of acceptance of this proposal provided that client agrees to pay an additional consideration. The additional charge for the higher liability limits is because of the greater risk assumed. After appropriate evaluation, Client agrees that the limitations set forth in this paragraph are reasonable in light of the nature of the work to be performed by our company, the consequent risks to our company and the compensation to be provided for our company's services.

Under no circumstances shall the Consultant be liable to Client or those claiming by or through Client for lost profits or consequential damages, for extra costs or other consequences due to changed conditions, or for costs related to the failure of

contractors to perform work in accordance with the plans and specifications. This paragraph is intended solely to limit the remedies available to the Client and those claiming by or through Client. Nothing in this paragraph shall require the Client to indemnify the Consultant for its liability to third persons not claiming by or through the Client for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Consultant, its agent or employees, or Consultant's indemnitee.

D. **Indemnity** - The Client agrees to defend, indemnify, and hold our company harmless from any claim, liability, or defense cost for injury or loss sustained by any party from exposures allegedly caused by our company's performance of service hereunder and/or performance of any of our company's employees and agents, except for injury or loss caused by the negligence or willful misconduct of our company and/or any of its employees and agents.

E. **Claims** - The parties agree to attempt to resolve any dispute without resort to litigation. In the event that Client makes a claim against our company and/or any of its employees and agents, at law or otherwise, for any alleged error, omission, or other act arising out of the performance of these professional services and Client fails to prove such claim, then the Client shall pay all costs incurred by our company and/or any of its employees and agents in defending against the claim. Such costs include, but are not limited to personnel-related costs, attorney's fees, court costs and other claim-related expenses. Notwithstanding anything to the contrary in any written agreement or work order, Client agrees that our company shall not be required to submit to binding arbitration in any forum. However, our company may require that any dispute be submitted to mediation of a type to be negotiated in good faith between the parties. The costs of such mediation shall be shared equally between Client and our company.

F. **Environmental Liability** - Client agrees, to the maximum extent permitted by law, to defend, hold harmless and indemnify our company from any claims, liabilities or judgments relating to toxic or hazardous substances, except to the extent that said claims, liabilities and judgments shall be determined to be attributable to our company's sole negligence or willful misconduct. This indemnification clause shall apply, without limitation, to claims involving:

- \* Our company's management or handling of toxic or hazardous substances;
- \* Our company's alleged violation of Federal, State or Local statutes or regulations pertaining to toxic or hazardous substances;
- \* Allegations that our company's operations for Client are covered by the Resource Conservation and Recovery Act of 1976 as amended (RCRA) or the Comprehensive Environmental Response, Compensation and Liability Act of 1980 as amended (CERCLA);
- \* Any third party suit or claim for personal injury or property damage arising from exposure to or release of toxic or hazardous substances from the project site.
- \* Any toxic or hazardous substance or waste existing on a portion of a work site not investigated or sampled by our company.



**3. INSURANCE**

Our company agrees to maintain statutory workers' compensation coverage, employer's liability, general and automobile liability insurance coverage, and professional liability insurance coverage. Certificates can be issued upon request identifying details and limits of coverage as mutually agreed upon between the parties. No insurance coverage shall be maintained or provided by our company for projects involving single-family residences. Our company shall not be required to add Client as an additional insured under our Professional Liability policy.

**4. NON-SUPERVISORY CAPACITY**

Our company shall not have any duty or authority to direct, supervise or oversee any Client personnel, contractors or subcontractors. Consultant's presence shall not relieve other parties of their responsibilities. Our company shall not be liable for failure of Client or contractors to fulfill their responsibilities, and Client agrees to indemnify, hold harmless and defend our company against any claims arising out of such failures. Should our company provide observations or monitoring services at the job site during construction, Client agrees that, in accordance with the generally accepted construction practice, the contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work and compliance with OSHA regulations, and these requirements will apply continuously and will not be limited to normal working hours. Any monitoring of the contractor's procedures conducted by our company does not include review of the adequacy of the contractor's safety measures in, on, adjacent to, or near the construction site.

**5. PROTECTION OF PROPERTY**

It shall be the responsibility of the Client or his duly authorized representative to disclose the presence and accurate location of all hidden or obscure man-made objects relative to field tests or boring locations. Our company will take reasonable precautions to prevent damage to property. We will not be liable for damage or injury arising from damage to subterranean structures (pipes, tanks, telephone cables, etc.) which are not called to our attention and correctly shown on the plans furnished to us or which were mislocated by a subsurface utility owner or a utility location service. Client agrees to indemnify and hold harmless our company from all claims, suits, losses, personal injuries, death and property liability resulting from unusual subsurface conditions and for damages to subsurface structures owned by Client or third parties occurring in the performance of the proposed services, whose presence and exact locations were not revealed to us in writing, and to reimburse us for expenses in connection with any such claims or suits, including reasonable attorney's fees.

**6. GOVERNMENT PERMISSION; PROTECTED SPECIES**

It shall be the responsibility of the client to obtain any governmental clearances, approvals or permissions relating to the clearing or grading of a site, or any work to be performed by our company at a site. Our company shall not be responsible for any damages or liabilities arising from failure to obtain such clearances, approvals or permissions. Our company shall not be responsible for any damage to protected animal or plant species located at a work site.

**7. RIGHT OF ENTRY**

Unless otherwise specified, the Client will furnish our authorized representative and their equipment the right-of-entry to the job site to perform the work. Reasonable precautions will be taken

to minimize damage to the land from use of our equipment. If the Client desires us to restore the land, the cost will be added to the fee. Client shall be responsible for any damages or liabilities, including appropriate legal fees, arising from failure to provide an adequate right-of-entry prior to commencement of our services.

**8. FIELD MONITORING AND TESTING**

Client agrees that our company will be expected to make on-site observations appropriate to the construction stage. The Client further agrees that our company is not responsible for the contractor's means, methods, techniques, sequences or procedures of construction, and it is understood that the field services provided by our company will not relieve the contractor of his responsibilities for performing the work in accordance with the plans and specifications. The words "supervision", "inspection", or "control" are used to mean periodic observation of the work and the conducting of tests by the geotechnical consultant to verify substantial compliance with the plans, specifications, and design concepts. Continuous monitoring by our employees does not mean that our company is observing placement of all materials or assumes any responsibility or liability for placing or directing placement of materials. Our company shall not be responsible for work to be performed at or in relation to the work site without the presence and participation of one of our representatives.

**9. UNFORESEEN CONDITIONS**

Our company is not responsible for any conditions at the work site which were either different in some way from sample conditions, or were not reflective of a different sampling or evaluation time period. In the event that unforeseen conditions are encountered at a site which could significantly alter the scope and nature of our services, or increase the risk involved in providing such services, our company will attempt to promptly consult with client concerning the best course of action. Possible actions might include modifications to the Scope of Services or unilateral termination of the contract by our company. Our company will exercise its sole judgment where risks to our personnel are a consideration.

**10. SAMPLING OR TEST LOCATION**

Unless otherwise stated, the fees in this proposal do not include costs associated with surveying of the site for the accurate horizontal and vertical locations of tests. Field tests or boring locations, described in a report or shown on sketches are based upon information furnished by others or estimates made in the field by our representatives. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated. If the Client specifies the test or boring location, we reserve the right to deviate a reasonable distance from the locations specified.

**11. SAMPLE DISPOSAL**

Unless otherwise requested, test specimens or samples will be disposed of immediately upon completion of tests, and other drilling samples or specimens will be disposed of 60 days after submission of our report. Upon written request, we will retain test specimens or drilling samples for a mutually acceptable storage charge and period of time.

**12. HAZARDOUS SUBSTANCES**

Client agrees to advise us prior to beginning work of any hazardous substances on or near the site. In the event that test samples obtained during our work contain substances hazardous to health, safety or the environment, these samples remain the property of the Client. Likewise, any equipment contaminated during our services which cannot be reasonably decontaminated



shall become the property and responsibility of Client. Such samples and/or equipment will be delivered to Client. Client agrees to pay transportation costs for samples and equipment and the fair market value of contaminated equipment upon request.

**13. MOLD AND WATER INFILTRATION**

Our company shall not be responsible for any mold, mold-related or water infiltration matters, including any health or safety issues arising therefrom, except to the extent specifically and expressly set forth in the Scope of Services. Under no circumstances shall our company's mere presence at or involvement with a work site imply a responsibility for mold or water infiltration issues. Our company makes no warranties or guarantees as to the detection or assessment of mold, water infiltration or any health and safety issues arising therefrom. Client understands and acknowledges that any data or assessment relating to mold or water infiltration shall only be valid as to the specific time(s) and locations(s) referenced in our company's work product and that conditions may vary widely between times and locations.

**14. CLIENT DISCLOSURE AND RESPONSIBILITY**

Client agrees that our company has no responsibility, operational or otherwise, for a site at which hazardous substances or conditions are to be found. It is the sole responsibility of Client to disclose such substances or conditions to the appropriate Federal, State or Local public agency as required by law, and to make any other disclosures that may be necessary to prevent damage to human health, safety or the environment. Client agrees to make any such required disclosures in a timely manner.

**15. TERMINATION**

In the event that the Client requests termination of the work prior to completion, we reserve the right to complete such analysis and records as are necessary to place our files in order, to cease work in a safe and orderly fashion, and to complete a report on the work performed to date. A termination charge to cover the costs thereof in an amount not to exceed 30% of all charges incurred to the date of the stoppage of work may, at our discretion, be made.

**16. DOCUMENTS**

All documents generated by our company pursuant to this contract shall remain the property of our company and shall not be shared with or distributed to third parties without the prior authorization of our company. Any third parties who use or rely upon such documents without prior authorization shall do so at their own risk and without liability to our company. Any authorization by our company for the use of our documents by a third party shall be expressly contingent upon the third party being bound by the same Terms and Conditions as Client. Our company may retain confidential file copies of all documents furnished to Client.

**17. INFORMATION FURNISHED BY CLIENT**

Client will supply our company with all information in Client's possession which may be necessary for the successful completion of the project. Our company may rely upon such information in completing its services under this agreement, but assumes no responsibility or liability for the accuracy of the information. Our company may retain copies of the client-supplied information in its files in order to support its report.

**18. OPINION OF COST**

All cost estimates supplied by our company in connection with potential environmental, geotechnical, construction-related or other work should be viewed as informal and nonbinding in

nature. Such estimates will be based on the experience of our company in dealing with similar work and are intended only to give an approximate idea of the scale and scope of the potential work. Actual costs may vary widely between projects.

**19. TESTIMONY AND DISCOVERY**

In the event that our company is required to provide testimony at a deposition, hearing or trial as a result of services provided to Client, or is compelled by law to provide information as part of the discovery process, and our company is not a party to the relevant claim or action, Client shall compensate our company for all reasonable expenses involved in the provision of such testimony or information. If our company is required to respond to a discovery request or subpoena relating, directly or indirectly, to our work for Client, our company shall be compensated therefore at our regular hourly rates for this type of response.

**20. PRIORITY OVER OTHER DOCUMENTS**

Client agrees that the present Terms and Conditions take precedence over any form of writings signed by the parties, including purchase orders, contracts, and work orders. Both client and our company acknowledge that such forms may be issued as a matter of convenience without superseding or affecting the applicability of these terms and conditions. Any ambiguity or conflict, actual or apparent, between these Terms and Conditions and any writing signed by or submitted to our company shall be resolved in favor of our Terms and Conditions.

**21. SURVIVAL**

All Terms and Conditions relating in any way to indemnification or the allocation of responsibility between the parties shall survive the completion of our company's services and the termination of this agreement.

**22. SEVERABILITY**

If any provision of this contract is found to be legally unenforceable, the remaining provisions shall remain in full force and effect.

**23. ASSIGNABILITY**

This agreement may not be assigned by either party without the express permission of the other party.

**24. CONSIDERATION**

Our company's charges for services rendered are hereby adjusted to reflect any consideration due to Client and Client hereby recognizes this adjustment.

**25. INTEGRATION**

This contract, and all exhibits and supplemental documents attached hereto, constitute the entire agreement between the parties. This agreement cannot be changed except in writing with the consent of both Client and our company.

**26. GOVERNING LAW**

This agreement shall be governed in all respects by the laws of the State of Georgia without reference to conflict of law provisions.

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**Business Item 6:**

**Agenda Request – Jasper County BOC**

**Department:** Roads and Bridges

**Date:** May 1, 2023

**Subject:** GDOT Low Impact Bridge Program – Application for Cook Rd Bridge, River Rd Bridge and Guy Jones Rd Bridge

**Summary:**

Discuss bridge submissions to GDOT's Low Impact Bridge Program.

**Background:**

GDOT LIBP – Low Impact Bridge Program

**Cost:**

**Recommended Motion:**

State of Georgia

Department of Transportation

# Low Impact Bridge Program Manual



## Low Impact Bridge Program

5/9/2019

Revision 2.7

Atlanta, Georgia 30308



## Chapter 1. Introduction

The Georgia Department of Transportation (GDOT) has developed a Low Impact Bridge Program (Program) to provide expedited project delivery for these least complicated type bridge replacement projects. It is understood that as the project develops, concerns may be identified that would prohibit the project from moving forward in this expedited process.

To ensure timely project delivery, focused project management skills, forward thinking and thorough planning to identify issues and resolutions will be required. Careful consideration and proper project selection is critical. Projects that have more time consuming requirements such as impacts to sensitive environmental resources, Federal Emergency Management Agency (FEMA) regulated streams or complex constructability issues will not be selected for this program.

This document outlines the steps for the plan development process for this Program. Successful candidates for this process will require minimal permits, minor utility impacts, no FEMA coordination, no on-site detours, and meet other low-impact characteristics as identified in this document. Projects that ultimately qualify for this expedited process also must not exceed established environmental impact thresholds and thus qualify as a Categorical Exclusion (CE) determination in compliance with the National Environmental Policy Act (NEPA).

## Chapter 2. Purpose

The Program has been created with three major principles in mind – safety, stewardship and streamlining.

The safety of the travelling public is of paramount importance. It is the intent of this Program to reduce risk associated with structurally deficient, scour critical, temporarily shored, or fracture critical structures.

Second only to safety, the Program will foster stewardship of Georgia’s environmental and financial resources. Projects developed under the Program will seek to minimize the impact to the natural environment while providing long-term cost effective engineering solutions. The Program will result in accelerated, streamlined delivery of all phases of the bridge replacement process including planning, design, environmental approval and construction.

## Chapter 3. Project Strategies

To accomplish the rapid design, approval and construction of a project in the Program GDOT will implement the following strategies.

### A. Practical Design

Particular attention will be paid to preventing scope creep. Minor improvements to other design elements will be considered only when they do not result in significant increases to the physical limits, environmental impacts or costs of the project. Design variances or exceptions will be considered when there is no evidence that the existing condition will result in significant risk to the travelling public.

### B. Standard Bridge Plans

The use of GDOT's bridge standards and basic drawings should be the first alternative considered to reduce the engineering effort resulting in both cost and time savings. The use of pre-cast bridge elements will be considered if their use will result in a reduced duration of road closure.

### C. Programmatic Agreement

Projects determined eligible for the Program will adhere to a streamlined (i.e., less paperwork) and expedited (i.e., reduced review times) project delivery process. GDOT and the Federal Highway Administration (FHWA) agree to simplify the environmental process through the establishment of clear environmental impact threshold criteria and efficient documentation of findings supporting the determination that a project is categorically excluded under 23 CFR Part 771.117. These impact thresholds should meet the standards established in the *Programmatic Categorical Exclusion Process Agreement* (2013 PCE Agreement) entered into by GDOT and FHWA in June 2013 (with the exception to Section II.3c). Projects eligible for the Program may involve Informal Section 7 Consultation under the Endangered Species Act. Under these conditions, a streamlined CE will be prepared and approval will be required by FHWA.

## Chapter 4. Project Selection

Prospective bridges will undergo several evaluations prior to being selected for this Program. In keeping with the streamlined project delivery focus, if at any time during the evaluations of the prospective bridges a criteria listed within this manual cannot be satisfied, please contact the State Bridge Engineer as soon as possible.

### A. Initial Considerations

The management of the Program resides within the Office of Bridges and Structures. The Office of Bridges and Structures will identify the candidate pool using readily available data from the bridge inventory and other databases. To be considered eligible for this Program, the candidate bridge must qualify for Federal Funding, but **cannot** include any of the following criteria:

- Locations on the National Highway System
- Locations involving railroad crossings
- Locations at state border lines

In addition, the following seven major river crossings are defined as navigable and thus require coordination with the US Coast Guard (USCG) and **cannot** be involved with any of the bridges being considered:

1. Chattahoochee River
2. Flint River
3. Coosa River
4. Etowah River
5. St. Mary's River
6. Altamaha River
7. Savannah River

Additionally, the criteria below may be used in determining the most viable structures for consideration:

Posting/closing requirements	Channel widths
Annual Daily Traffic (ADT)	Utility attachments
Length of potential off-site detours	Drainage areas
Alignments (horizontal and vertical)	Structure lengths
Temporary shoring.	

## 1. Initial Screening

Due to constraints on resources, not all bridges will be able to move forward into this Program. Therefore, a subset of the list of bridges initially considered will be chosen to undergo this first screening to determine if they are a candidate bridge for this Program. This screening will require the assessment of a number of items that cannot be easily automated. To the extent practical, each bridge will be screened against the items contained in the Project Field Scoping Meeting portion of the Low Impact Bridge Program Decision-Making Form (FORM Attachment A). The Bridge Office will seek the input from appropriate subject matter experts, as needed. In general, each bridge will be screened out of the Program by the Office of Bridges and Structures if the following conditions cannot be met.

### a. Hydraulics

- Does not require coordination with the USCG or FEMA for a Conditional Letter of Map Revision (CLOMR). These requirements will likely result in additional delays to the schedule.
- Requires a less than complex hydraulic analysis.
- A hydraulic opening of the replacement bridge shall be as large as or larger than the existing structure. Exceptional circumstances will be coordinated with the appropriate resource agencies.
- Design variances for clearance may be considered in cases where the existing profile does not provide proper clearance over flood stages for the proposed bridge.
- Detour maps should be prepared for coordination with local governments. Roadways will be closed during replacement construction (no on-site traffic) so a reasonable off-site detour route (length and duration) must be available. "Reasonableness" will be evaluated based on the input from the local government, school board and emergency services.

### b. Roadway Design

- Proposed projects (including staging) are restricted to within existing ROW except where easements are needed for construction of the project and installation of roadway safety features.
- In the event of substandard geometry, design variances and/or exceptions may be considered. (See Attachment E Reference Sheet for Designers for supplemental information)

### c. Utilities

- Cannot require complex utility relocation or coordination, such as, but not limited to: high relocation costs, major transmission-type utility, required time restrictions (seasonal outages or bat season), asbestos material-type utility, services that are one-way feed, etc.

- Project locations with utility companies that claim prior rights will be evaluated on a case by case basis. If selected to continue in the Program, additional coordination time will be required.

**d. Environmental**

- Cannot involve federal land including, but not limited to, National Park Service, US Forest Service, military bases or US Army Corps of Engineer (USACE).
- Cannot impact a USACE permitted mitigation site.
- Cannot require consultation with the National Marine Fisheries Service either for Essential Fish Habitat (EFH) or protected marine species.
- Cannot have an adverse modification to critical habitat, which would require Formal Section 7 consultation as defined under the Endangered Species Act.
- Cannot span a Wild and Scenic River.
- Cannot be a Type I project as defined in 23 CFR 772.5 (noise abatement).
- Cannot involve a bridge that has been determined eligible for listing in the National Register of Historic Places (NRHP) as a result of the Georgia Historic Bridge Survey.
- Cannot be located in a historic district listed in the NRHP.
- Cannot adjoin a National Historic Landmark.
- Cannot have air quality issues of concern for Mobile Source Air Toxins (MSAT) or result in a violation of National Ambient Air Quality Standards (NAAQS).

**e. Construction**

- Cannot have complex constructability issues.
- Cannot require a road closure of more than 12 months (duration of closure).

**f. Geotechnical**

- Cannot involve known difficult geological issues in the area.

## B. Candidate Bridge Selection

### 1. Project Selection Meeting

After the initial screening has been completed, a Project Selection Meeting will be held. During this meeting the bridges surviving the Initial Screening will be reviewed by a core group of representatives from each of the offices involved in the Initial Screening. The core group may decide that additional information is required before making a final decision on the retention of a structure as a candidate bridge in the Program.

The Core Group of attendees will be:

Bridge Design  
Bridge Hydraulics  
Environmental Services  
Utilities  
Construction  
Geotechnical and  
District Pre-Construction

As a result of the Project Selection Meeting, prospective bridges continuing in their evaluation will be considered Candidate Bridges and:

- Be forwarded to relevant Environmental Resource Agencies and FHWA
- Undergo an in-depth second screening with constraints and concerns to be addressed at the Project Field Scoping Meeting.
- Must receive the support of the local government to continue advancing through this second screening (including the road closure and off-site detour).

### 2. Local Government and Stakeholder Coordination

The use of off-site detours is key to the timely delivery of these bridge replacement projects. Therefore, early coordination is required to assess support of a detour during the construction phase of the project. After the Project Selection Meeting, the Office of Bridges and Structures will finalize a suitable detour route and solicit input from the local government, school system and emergency services. GDOT will provide all necessary road closure and detour signage, in addition to maintaining any state route portion of the detour, if applicable. However, any necessary part of the detour route that utilizes locally owned and maintained roads will be the local government's responsibility to maintain during the construction of the bridge. Sample letters soliciting information on potential impacts related to the use of a detour and requesting an official statement of support or opposition are included as Attachments B. Any concerns received from the local governments will be addressed and recorded for inclusion in the Environmental Document.

**C. Project Field Scoping Meeting**

**1. Preparing for the Project Field Scoping Meeting**

The following offices have responsibilities to prepare for the Project Field Scoping Meeting as defined below:

**Office of Bridges and Structures**

The Hydraulics Unit representative will complete the Preliminary Hydraulics Assessment for the project. Items to be included in this review may include drainage areas, existing plans, maintenance/inspection records, or proximity of other stream crossings. Factors included in determining the complexity of a hydraulic study include area of the basin, navigational waterways, multiple hydraulic openings, tidal influence, distance to receiving waters and abnormal flood conditions. In addition, perform local government coordination, complete Section I of the FORM based on the Initial Screening and Section II based on Local Government Support and Detour information.

The Office of Bridges and Structures will invite the following to attend the Project Field Scoping Meeting and will do so at least three weeks in advance to allow all teams time to review and prepare. These participants will be considered the Project Team:

Program Delivery	Bridge Hydraulics	TVA (if relevant)
District Roadway Design	Utilities	
Construction	Environmental Services	
Geotechnical Bureau	Location	
Local Government Officials	Resource Agencies as required (USACE, USFWS,	
FHWA	GAEPD and SHPO)	

The meeting invitation will include the LIBP manual (or link to online manual), bridge maintenance forms, a project description, a project detour and location map and the Project Information & Initial Considerations, and Candidate Bridge Selection sections (Sections I & II) of the FORM. Section III of the FORM (which catalogues the results of the environmental field work) will also be included in the meeting invitation or provided at the meeting upon request.



### **Office of Environmental Services (OES)**

Environmental Services will assemble all of the preliminary environmental data pertinent to the project. In addition, the environmental team will send out early coordination letters requesting comments from government agencies, resources agencies, tribes, and municipalities in order to gather input on the project. If a tribal government expresses concern during early coordination, the project may be eliminated from the Program since the additional coordination required will not meet the Program schedule goals. Early coordination procedures outlined in the GDOT's Environmental Procedures Manual (EPM) will be followed.

For the purpose of determining field survey requirements, project limits should include 75 feet upstream and downstream of the centerline or be the limits of the existing ROW, whichever distance is greater. In addition, the longitudinal survey limits will extend 500 feet from the center of the existing structure in both directions. If there is an intersecting road within 500 feet of the bridge approaches, in either direction, an additional 200 feet will be surveyed on the intersecting road, within existing ROW. Candidate Bridges will be surveyed for the presence of natural, cultural and community resources (e.g., churches, schools) following standard survey methodological approaches pursuant to GDOT's EPM. For projects in the Program that are not intended to extend beyond existing ROW and will not require easements, the 100 foot expanded archaeology survey corridor on typical GDOT projects may be waived in some instances. This consideration will be determined based on available design information and consultation with Office of Bridges and Structures. Field data will be assessed to ensure that the entire survey area has been surveyed. After the delineation and classification of all resources is complete, this information will be provided to the Design Engineer for placement on the plans. The project ecologist will notify the Design Engineer of any streams that must be designed for fish passage due to classification or protected species habitat.

The results of the environmental field surveys will be discussed with the resource agencies and the project team at the Project Field Scoping Meeting. Project effects including any commitments to achieve the appropriate level of finding also will be discussed at the Project Field Scoping Meeting. The resource identification as well as the outcome of agency consultations will be recorded in Section III Part 3 the FORM.

### **Office of Utilities**

The District Utilities Manager or designee will contact all utility owners and make them aware of the upcoming project and discuss any relocations or potential problems. A meeting will be scheduled on site, if deemed necessary.

### **District Design and/or Preconstruction**

The District Design representative will confirm the existing ROW limits with the candidate counties, in order to fully evaluate the bridge at the Project Field Scoping Meeting and determine if any easements will be required for construction purposes.

## 2. Holding the Project Field Scoping Meeting

The Project Team will meet on site to finalize the scope of the project. A Bridge Office Representative will begin the meeting and explain that the intent of the meeting is to identify the benefits versus the risks of the project moving forward. All questions will be addressed and a clear scope of the bridge replacement will be determined.

If feasible, a potential Let date will be proposed at the Project Field Scoping Meeting. For those bridges selected for advancement to Final Selection, an expedited schedule will be established based on either a 31-week or 38-week Environmental Review Process (see Attachment C for sample schedules).

Relevant sections of the FORM will be discussed and the Office of Bridges and Structures will compile these comments to serve as the minutes of the meeting.

The Office of Bridges and Structures will ensure that all attendees leave the meeting with a clear direction as to what is expected of them with regards to their responsibilities to meet each step of the process and the overall schedule. Areas of responsibility will fall into three distinct categories: utilities, design, and environmental, *with overall project progress lying with the Project Manager (PM) once the project has been programmed.*

Once the Project Field Scoping Meeting has been completed, the actual work of designing, estimating, assembling contract documents, obtaining NEPA approvals, acquiring environmental permits for the project will begin.

## Chapter 5. Final Selection

After the Project Field Scoping Meeting, Candidate Bridges meeting the criteria detailed within this manual along with the conditions listed below will be recommended by the Office of Bridges and Structures to be placed into the Construction Work Program (CWP) and scheduled for replacement under this Program. When projects are requested to be programmed, they will be referred to as Low Impact Bridge Projects and will be notated in GDOT's project database (TPRO) through the use of the Priority Code "LIBP". These projects will adhere to the schedules resulting from the Project Field Scoping Meeting in accordance with the streamlined provisions of this Program. Candidate Bridges exceeding the environmental thresholds will be disqualified from the Program.

Due to the overall nature of projects selected for the Program, the following impacts will not occur:

- Noise impacts.
- Residential or commercial displacements, access changes or impairment of existing land functions.
- Impacts to Prime Farmland.

The following project conditions may be included to ensure that environmental impacts remain below the thresholds specified above. This list is not all inclusive as other conditions may be identified.

- For projects with identified protected species, the construction contract will include Special Provision 107.23 G and/or H. Restrictive work dates may apply if work below the water surface, including pile removal, pile driving and cofferdam construction, will take place within suitable habitat for federally protected aquatic species or if a federally protected species is known to occur within the action area.
- In accordance with Specification 107.23B, construction activities will be performed in such a way as to prevent siltation and to prevent construction waste or debris from falling into the water.
- Any ground disturbing activities will be prohibited in areas identified as Environmentally Sensitive Areas (ESA) that are delineated by Orange Barrier Fencing and the following note will be included on the plans:

*The contractor shall ensure that all construction related activities (easements, staging, vehicular use, borrow or waste activities, construction trailer placement and staging) be restricted to the existing right-of-way. The contractor shall install orange safety fencing between mainline stations XXX+XX and XXX+XX to ensure that the ESA is not adversely impacted during project construction.*

- Context sensitive bridge (e.g., Kansas Corral or Texas Rail) rails may be included in the vicinity of historic properties.
- Projects will include Special Provision 150 (Traffic Control) which specifies the maximum number of days a detour may be in place.
- Projects will include Special Provision 108 (Prosecution and Progress) assessing liquidated damages for projects exceeding the road closure duration noted in Special Provision 150.

**Business Item 7:**

**Agenda Request – Jasper County BOC**

**Department:** Roads and Bridges

**Date:** May 1, 2023

**Subject:** Pittman Construction Contract Modification – Commercial Asphalt Patching on  
County Line Rd and Hodges Farm Rd

**Summary:**

Staff is requesting to add additional scope to Pittman Construction’s contract to include commercial asphalt patching for certain sections of County Line Rd and Hodges Farm Rd.

Staff is requesting approval to obtain cost from Pittman Construction for certain sections of County Line Rd and Hodges Farm Rd.

Staff will present cost information obtained from Pittman Construction for BOC approval consideration.

**Background:**

Pittman Construction was low bid and was awarded the paving project in the 2022/2023 LMIG Program.

**Cost:**

**Recommended Motion:**

**Business Item 8:**

**Agenda Request – Jasper County BOC**

**Department:** Executive / Finance

**Date:** May 1, 2023

**Subject:** Azalea Regional Library – Impact Fee

**Summary:**

Staff is seeking approval to distribute impact fee allocation collected as of 6.30.2022 for Azalea Regional Library.

**Background:**

Azalea Regional Library currently receives a 2% allocation from every impact fee the county collects. The library's audited impact fee balance at 6.30.2022 is \$14,531.20

**Cost:**

None

**Recommended Motion:**

Approve distribution of Impact Fee Funds Allocation of \$14,531.20 to the Azalea Regional Library.

**Jasper County BOC  
Impact Fee Fund  
Annual Impact Fee Financial Report  
Fiscal Year 2022**

<b>Public Facility</b>	<b>Library</b>
Allocation Percentage	2%
Service Area	Countywide
Impact Fee Balance:	
<b>6/30/2021</b>	7,391.47
Impact Fees Collected:	
<b>7/1/2021 thru 6/30/2022</b>	7,132.86
Accrued Interest	<u>6.87</u>
Subtotal: Fee Accounts	<u>14,531.20</u>
Impact Fees Refunds	
Expenditures	<u>                    </u>
December Bank Stmt Error	<u>                    </u>
Impact Fee Balance:	
<b>6/30/2022</b>	<u><u>14,531.20</u></u>

**Business Item 9:**

**Agenda Request – Jasper County BOC**

**Department:** Board of Commissioners

**Date:** May 1, 2023

**Subject:** Intergovernmental Agreement with City of Monticello – Sands Drive Park Improvements

**Summary:**

**Sands Dr Park Improvements Cost Estimates**

Pavilion Shelter Top -	\$19,000
Six Commercial Picnic Tables -	\$ 8820
Three Commercial Park Benches -	<u>\$ 3171</u>
Total estimate	\$30,991

**Background:**

At the August 1, 2022 meeting, the BOC approved constructing a pavilion shelter top, six commercial picnic tables and three commercial park benches to be located at Sands Drive Park, to be funded by Impact Fees, provided the BOC and the Monticello City Council enter into an intergovernmental agreement with certain provisions.

**Cost:**

Estimated cost - \$30,991  
To be funded by Impact Fees

**Recommended Motion:**

Authorize Chairman to sign intergovernmental agreement with the Monticello City Council for park improvements for Sands Dr Park as presented.

STATE OF GEORGIA )  
 )  
COUNTY OF JASPER ) **USE OF FACILITIES**  
 **INTERGOVERNMENTAL AGREEMENT**

This Use of Facilities Intergovernmental Agreement, made this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the City of Monticello, Georgia (hereinafter called "City"), and the Jasper County Board of Commissioners, (hereinafter called "County");

WHEREAS, the City owns and operates a facility referred to as the Sands Drive Park, located within the incorporated city limits of Monticello; and

WHEREAS, County desires, in exchange for non-exclusive use of the facility, to provide funds for constructing a 36' x 40' pavilion and purchase of three commercial grade park benches and six commercial grade picnic tables;

NOW, THEREFORE, the parties agree to the following terms concerning improvement to and the use of the Sands Drive Park:

1. TERM

This Agreement shall be effective for a term of 50 years, unless otherwise amended by the parties.

2. OBLIGATIONS OF COUNTY:

County allocated the amount of \$30,991.00 (Thirty Thousand Nine Hundred Ninety One DOLLARS and 00/100 CENTS), final cost to be determined by the bid process, for certain improvements to the Sands Drive Park to be undertaken by or at direction of the County, following written approval by the City, to be limited to the following:

- a. constructing a 36' x 40' pavilion
- b. purchasing three commercial grade park benches; and
- c. purchasing six commercial grade picnic tables.

Such improvements or appurtenances shall be completed or placed by the county with \_\_\_\_\_ days of execution of this Agreement.

2. OBLIGATIONS OF CITY:

- a. City shall maintain liability and ongoing maintenance to Sands Drive Park. City further acknowledges County shall be relieved of any and all obligation to maintain or provide any additional funding for support of Sands Drive Park.
- b. City agrees to hold and save County harmless from any loss, liability, demand or claim of



any kind or nature for injury to persons or property, as a result of County's activities undertaken at Sands Drive Park, transfer of ownership of any equipment or appurtenance, and/or the use of any such equipment or appurtenance by any person or entity, as well as the use by any person or entity of Sands Drive Park at any time during the term of this Agreement, unless the loss suffered is the direct and sole result of any act by the County, their agents, employees, heirs or assigns.

3. APPLICABLE LAW:

This agreement shall be governed, construed and enforced in accordance with the laws of the State of Georgia. Any action, suit or proceeding relating to, arising out of, or in connection with this agreement may be brought by any party hereto against any other party hereto in the superior court in Glascock County, Georgia. All parties hereby waive any objection to jurisdiction or venue in any such proceeding before said courts.

4. NOTICES:

Any notice provided pursuant to this agreement shall be made to the following individuals:

**City**

DeAshley R. Thurman, Mayor  
Post Office Box 269  
Monticello, GA 31064-0269

**County**

Don Jernigan, Chairman  
126 West Greene Street  
Suite 18  
Monticello, GA 31064

5. SEVERABILITY:

If any provision or portion of a provision of this Agreement is deemed unenforceable, the remainder of the Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties herein have hereunto set their hands and seals, the day and year first above written.

**[SIGNATURE PAGE TO FOLLOW]**  
CITY OF MONTICELLO, GEORGIA,

By: \_\_\_\_\_  
As its: Mayor

Attest: \_\_\_\_\_  
As its: Clerk

JASPER COUNTY BOARD OF  
COMMISSIONERS

By: \_\_\_\_\_  
As its: Chairman

Attest: \_\_\_\_\_  
As its: Clerk

**Business Item 10:**

**Agenda Request – Jasper County BOC**

**Department:** Jasper County Fire Rescue

**Date:** May 1, 2023

**Subject:** Jasper County Fire Rescue – Car 3 Replacement

**Summary:** Jasper County Fire Rescue is requesting to purchase a new vehicle to replace the current 2008 Ford F150 single cab truck with a truck with increased capabilities for mission critical operations.

**Background:** Jasper County Fire Rescue’s Car 3, a 2008 Ford F150 single cab is currently in the shop requiring a new motor. This truck is 15 years old with 143, 869 miles and estimated engine replacement cost of \$ 7,836.38. Should be noted the vehicle is in poor mechanical shape in regards to suspension, other repairs are needed and does not have towing capabilities to meet our operations. This vehicle is used in many different operations such as emergency response (QRV), day to day operations and specialty operations. (Ex. Towing hazmat operations trailer as part of Hazard Mitigation Plan, towing our side by side for heavy terrain operations, can trailers and other equipment)

Should be noted there will be an extra monies required to upfit the vehicle for operations such as emergency lights, siren, brush guard and etc. Unable to give exact cost since it depends on vehicle chosen. (Estimate \$ 7,000 to \$ 10,000 to upfit)

**Cost:** Jasper County Fire Rescue has received 3 quotes.

Quote 1: Mathews Family Dealerships 2022 Ram 2500 4*4 with utility bed	Cost - \$65,755.00
Quote 2: Gaiers Chrysler Dodge Jeep Ram 2022 Ram 2500 4*4 normal bed	Cost - \$54,070.00
Quote 3: Freedom Ford Wise 2022 Ford Super Duty F250 SRW 4*4	Cost - \$58,761.29

**Potential Funding Sources:**

Available Impact Fees - \$106,246  
ARPA Fund - \$530,383  
General Fund Fund Balance

**Recommended Motion:** Board Discretion

[cfinch@jaspercountyga.org](mailto:cfinch@jaspercountyga.org)

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**From:** NOLAN GIERHART <nolan.mathewscommercialsales@gmail.com>  
**Sent:** Wednesday, April 26, 2023 8:06 PM  
**To:** cfinch@jaspercountyga.org  
**Subject:** 2022 Ram quote

Chris,  
Here is the price for the 2022 RAM 2500 Crew Cab with color matching service body stock number 337006. vin number **3C6UR5HJ6NG346033**

Price \$65,755 includes everything

Link for truck

<https://www.mathewsdodgechryslerjeep.com/new/Ram/2022-Ram-2500-0d50ddd30a0e0a9054062ce505c4475e.htm>

Please let me know if you have any questions.

Thanks,

Nolan Gierhart  
Mathews Family Dealerships  
Commercial/Fleet Manager  
Cell 740-361-5551  
[nolan.mathewscommercialsales@gmail.com](mailto:nolan.mathewscommercialsales@gmail.com)

[Mathews DodgeChryslerJeep.com](https://www.mathews DodgeChryslerJeep.com)

**mathews**

DODGE • CHRYSLER • JEEP • RAM



**Jeep**









# 2022 MODEL YEAR RAM 2500 TRADESMAN CREW CAB 4X4 LONG BOX

THIS VEHICLE IS MANUFACTURED TO MEET SPECIFIC UNITED STATES REQUIREMENTS. THIS VEHICLE IS NOT MANUFACTURED FOR SALE OR REGISTRATION OUTSIDE OF THE UNITED STATES. MANUFACTURER'S SUGGESTED RETAIL PRICE OF THIS MODEL INCLUDING DEALER PREPARATION

Base Price: **\$50,955**

**RAM 2500 TRADESMAN CREW CAB 4X4**  
 Ram 2500 Crew Cab 4x4 with 6-Speed Automatic 8HP75-1CV Transmission  
 Exterior Color: Heavy-Duty Diesel Gray Metallic  
 Interior Color: Heavy-Duty Vinyl 40/20/40 Split Bench Seat  
 Engine: 6.4L V8 Heavy-Duty HEMI® MDS Engine  
 Transmission: 8-Speed Automatic 8HP75-1CV Transmission  
**STANDARD EQUIPMENT** (UNLESS REPLACED BY OPTIONAL EQUIPMENT)

**FUNCTIONAL/SAFETY FEATURES**

- Advanced Multislope Front Air Bags
- Supplemental Side-Curtain Front and Rear Air Bags
- Supplemental Front Seat-Mounted Side Air Bags
- ParkView® Rear Back-Up Camera
- Manual Shift-On-The-Fly Transfer Case
- 3.73 Axle Ratio
- 730-Amp Maintenance-Free Battery
- 180-Amp Alternator
- Hill-Start Assist
- Electronic Stability Control
- Electronic Roll Mitigation
- Traction Control
- Trailer Sway Damping
- Anti-Lock 4-Wheel Disc Brakes
- Sentry Key® Theft Deterrent System
- Push-Button Start
- Speed Control
- Tire Pressure Monitoring Display
- Tire-Fill Alert
- 32-Gallon Fuel Tank

**INTERIOR FEATURES**

- Uconnect® 3 with 5-Inch Touch Screen Display
- SiriusXM Guardian™ Connected Service w/Trial Period
- Integrated Voice Command
- Full Function Media Hub with 2-USB Plus Aux Port
- 40/20/40 Split Bench Seat
- Rear Folding Seat
- Rear Deck-Seat Storage Compartment
- 12-Outlet Power Window Control
- Tilt Steering Column
- Temperature and Compass Gauge
- Power Front Windows with 1-Touch Up / Down
- Black Vinyl Floor Covering
- Driver / Passenger Assist Handles

**EXTERIOR FEATURES**

- 17-Inch x 7.5-Inch Steel Spoked Wheels
- L7245/70R17E BSW All-Season Tires
- LED Hitch Lamp in Tailgate Handle
- Class V Receiver Hitch
- 7-Pin Wiring Harness
- Trailer-Tow with 4-Pin Connector Wiring
- Tinted Windshield Glass
- Tinted Glass Windows
- Automatic Headlamps
- Halogen Quad Headlamps
- Inboard/Outboard Tail Lamps

Assembly Point/Port of Entry: SALTILO, MEXICO  
 VIN: 3C6-1R5H16NG-346033 14-CON 0192 120-4

Cargo and CHMSL Lamp  
 Full-Size Spare Tire

**OPTIONAL EQUIPMENT** (May Replace Standard Equipment)

- Customer Preferred Package 36A \$195
- Heavy-Duty Snow-Flow Prep Group
- Transfer Case Slide-Plate Shield
- 220-Amp Alternator
- Chrome Appearance Group \$1,545
- Bright Rear Bumper
- 18-Inch x 8-Inch Steel Chrome Clad Wheels
- Electronic Shift-On-The-Fly Transfer Case
- Power Black Trailer-Tow Mirrors w/ Manual Fold-Away
- Exterior Mirrors with Supplemental Signals
- Mirror Running Lights
- Instrument Panel Mounted Auxiliary Switches
- L1725/70R18E OWL OnOff-Road Tires \$145
- Uconnect® 5 with 8.4-Inch Touch Screen Display \$295
- Ram Connect (Connected Services) with Trial Selectable Tire-Fill Alert \$795
- Google Android Auto™
- Apple CarPlay®
- SiriusXM® with 6-Month Radio Sub Call 800-643-2112
- 4G LTE Wi-Fi Hot Spot with Trial Included
- Trailer Brake Controller
- Trailer Light Check
- Lighter Electronic Module (VSM) \$341
- Destination Charge \$1,895

**TOTAL PRICE: \$57,105**

**WARRANTY COVERAGE**

3-year or 60,000-mile Basic Limited Warranty.  
 5-year or 100,000-mile Powertrain Limited Warranty.  
 Ask Dealer for a copy of the limited warranties or see your owner's manual for details.

**5 Year / 60,000 Mile  
 POWERTRAIN WARRANTY**

THIS LABEL IS ADDED TO THIS VEHICLE TO COMPLY WITH FEDERAL LAW. THE LABEL CANNOT BE REMOVED OR ALTERED PRIOR TO DELIVERY TO THE ULTIMATE PURCHASER.  
 \* STATE AND/OR LOCAL TAXES & ANY LICENSE AND TITLE FEES AND DEALER SUPPLIED AND INSTALLED OPTIONS AND ACCESSORIES ARE NOT INCLUDED IN THIS PRICE. DISCOUNT, IF ANY, IS BASED ON PRICE OF OPTIONS & ACCESSORIES SEPARATELY.

For more information visit: [www.ramtrucks.com](http://www.ramtrucks.com)  
 or call 1-866-RAMINFO

FCA US LLC

**California Air Resources Board**

**Environmental Performance**

These ratings are not directly comparable to the U.S. EPA/DOT light-duty vehicle label ratings. For information on how to compare, please see [www.arb.ca.gov/ep\\_label](http://www.arb.ca.gov/ep_label)

Protect the environment. Choose vehicles with higher ratings:  
**Greenhouse Gas Rating** (tailpipe only)



**Smog Rating** (tailpipe only)  
 Cleaner



More information on the greenhouse gas and smog ratings for your vehicle visit [www.arb.ca.gov/ep\\_label](http://www.arb.ca.gov/ep_label)

**GOVERNMENT 5-STAR SAFETY RATINGS**

**Overall Vehicle Score** ★★★★★

Based on the combined ratings of frontal, side and rollover. Should ONLY be compared to other vehicles of similar size and weight.

<b>Frontal Crash</b>	<b>Driver Passenger</b>	★★★★★
<b>Side Crash</b>	<b>Front Side Rear Side</b>	★★★★★
<b>Rollover</b>		★★★★★



The safety ratings above are based on Federal Government tests of particular vehicles equipped with certain features and options. The performance of this vehicle may differ.



[cfinch@jaspercountyga.org](mailto:cfinch@jaspercountyga.org)

---

**From:** Todd Gaier <todd@gaiersinc.com>  
**Sent:** Wednesday, April 26, 2023 3:26 PM  
**To:** cfinch@jaspercountyga.org  
**Subject:** Ram 2500  
**Attachments:** img263.pdf

Here is the priced quote for your Ram. Let me know if you have any questions.

This quote is only good until May 1st then it could change.

--

**Regards,**

**Todd Gaier**  
**Gaier's Chrysler Dodge Jeep Ram, Inc.**  
**36 West Main St.**  
**Ft. Loramie , Ohio 45845**  
**Ph# 937-295-2301**  
**Fax# 937-295-3640**

# Gaier's Chrysler-Dodge-Jeep, Inc.

36 W Main - FORT LORAMIE, OH 45845

Phone: 937-295-2301

Purchase Date: 04/26/23  
Salesperson: Todd Gaier

## Retail Disclosure

Phone: 937-295-2301

**Buyer:**  
Jackson Fire Dept.  
  
GA 31064

**Co-Buyer:**

### Purchased Vehicle

<u>Stock #</u>	<u>Vehicle</u>	<u>Color</u>	<u>Miles</u>	<u>VIN</u>
327264	2022 RAM 2500 TRADE	RED	10	3C6UR5CJ8NG327264

### Itemization of Amounts Financed

<b>Selling Price</b>	Selling Price	\$55,820.00
<b>Fees</b>	Documentation	\$250.00
	<b>Total Cash Price</b>	<b>\$56,070.00</b>

### Monies Received

<b>Rebates</b>		\$2,000.00
<b>Trades</b>	Total Trade Allowance	\$0.00
	Total Trade Payoff	\$0.00
	Total Trade Net	\$0.00
<b>Down Payment</b>	Cash Deposit	\$0.00
	Cash Down Payment	\$0.00
	Deferred Cash	\$0.00
	<b>Total Credits</b>	<b>\$2,000.00</b>
	<b>Total Cash Price</b>	<b>\$56,070.00</b>
	<b>Total Credits (-)</b>	<b>\$2,000.00</b>
	<b>Balance Due</b>	<b>\$54,070.00</b>

### Financing Terms

-1 Monthly Payments of	\$0.00
With 1 Final Payment of	\$54,070.00
Total Of Payments	\$54,070.00
Amount Financed	\$54,070.00
Finance Charge	\$0.00
APR	0.00%
Effective APR	0.00%
Term	0 Months
Bank Fee (Incept)	\$0.00
VSI Single Int. Prem (Incept)	\$0.00

Signature: \_\_\_\_\_



2022 MODEL YEAR

# RAM 2500 TRADESMAN CREW CAB 4X4



THIS VEHICLE IS MANUFACTURED TO MEET SPECIFIC UNITED STATES REQUIREMENTS. THIS VEHICLE IS NOT MANUFACTURED FOR SALE OR REGISTRATION OUTSIDE OF THE UNITED STATES.

MANUFACTURER'S SUGGESTED RETAIL PRICE OF THIS MODEL INCLUDING DEALER PREPARATION

Base Price: **\$40,325**

**RAM 2500 TRADESMAN CREW CAB 4X4**  
 Exterior Color: Clearcoat  
 Interior Color: Black  
 Interior: Cloth  
 Engine: 6.4L V8 Heavy-Duty HEMI® MDS Engine  
 Transmission: 8-Speed Automatic 8HP75-LCV Transmission  
**STANDARD EQUIPMENT (UNLESS REPLACED BY OPTIONAL EQUIPMENT)**  
**FUNCTIONAL/SAFETY FEATURES**  
 Advanced Multistage Front Air Bags  
 Supplemental Front Seat-Mounted Side Air Bags  
 Supplemental Side-Curtain Front and Rear Air Bags  
 ParkView® Rear Back-Up Camera  
 3.73 Axle Ratio  
 Manual Shift-On-The-Fly Transfer Case  
 Electronic Stability Control  
 Electronic Roll Mitigation  
 Hill-Slope Assist  
 Trailer Sway Dampening  
 Anti-Lock 4-Wheel Disc Brakes  
 730-Amp Maintenance-Free Battery  
 Power-Front Windows with 1-Touch Up / Down  
 Sentry Key® Theft Deterrent System  
 Speed-Sensitive Power-Locks  
 Push-Button Start  
 Speed Control  
 Power Accessory Delay  
 Tire Pressure Monitoring Display  
 Tire-Fill Alert  
 31-Gallon Fuel Tank  
**INTERIOR FEATURES**  
 Uconnect® 3 with 5-Inch Touch Screen Display  
 SiriusXM Guardian™ Connected Service w/Trip Perod  
 Full Function Media Hub with 2-USB Plus Aux Port  
 40/20/40 Split Bench Seat  
 12-Volt Auxiliary Power Outlet  
 Tilt Steering Column  
 Rear Dome Lamp  
 Driver / Passenger Assist Handles  
 Front Height-Adjustable Shoulder Belts  
 4-Way Power Windows  
**EXTERIOR FEATURES**  
 17-Inch x 7.5-Inch Steel Spoked Wheels  
 LT245/70R17E BSW All-Season Tires  
 Locking Tailgate

**OPTIONAL EQUIPMENT (May Replace Standard Equipment)**  
 Customer Preferred Package Z6A \$185  
 Heavy-Duty Snow-Flow Prep Group  
 Chrome Appearance Group \$1,295  
 Bright Front Bumper  
 18-Inch x 8.0-Inch Steel Chrome Clad Wheels  
 19-Inch Steel Spare Wheel  
 Off-Road Package \$495  
 Hill Descent Control

Assembly Point/Port of Entry: SALTILO, MEXICO

VIN: 3C6LR5CJBG-327264 14-JUN 7139

S.L. SHIP TO 0620-0

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Front Performance-Tuned Shock Absorbers

Rear Performance-Tuned Shock Absorbers

Transfer Case Skid-Plate Shield

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For more information visit: [www.ramtrucks.com](http://www.ramtrucks.com)  
 or call 1-866-RAMINFO

FCA US LLC

## California Air Resources Board

### Environmental Performance

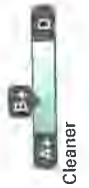
These ratings are not directly comparable to the U.S. EPA/DOT light-duty vehicle label ratings. For information on how to compare, please see [www.arb.ca.gov/ep\\_label](http://www.arb.ca.gov/ep_label)

Protect the environment. Choose vehicles with higher ratings:

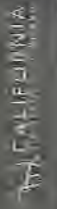
Greenhouse Gas Rating (tailpipe only)



Smog Rating (tailpipe only)



Vehicle emissions are a primary concern to California's citizens and businesses. Multiple standards are required by the California Air Resources Board to help protect the environment.



### GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score ★★★★★

Frontal Crash ★★★★★

Side Crash ★★★★★

Rollover ★★★★★

Driver Passenger ★★★★★

Front seat Rear seat ★★★★★

★★★★★

★★★★★

★★★★★

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VEHICLE PROTECTION  
 Ask for Mopar Vehicle Protection for your vehicle. We Built It. We Back It.

The safety ratings above are based on Federal Government tests of particular vehicles equipped with certain features and options. The performance of this vehicle may differ.

Source: National Highway Traffic Safety Administration (NHTSA)

www.safercar.gov or 1-800-347-4236

3-star rating range from 1 to 5 stars (★★★★★) with 5 being the highest.

Source: National Highway Traffic Safety Administration (NHTSA)

www.safercar.gov or 1-800-347-4236

3-star rating range from 1 to 5 stars (★★★★★) with 5 being the highest.

THIS LABEL IS ADDED TO THIS VEHICLE IN COMPLIANCE WITH FEDERAL LAW. THE LABEL CANNOT BE REMOVED. CONTACT YOUR DEALER FOR THE ULTIMATE PURCHASER.

STATE AND LOCAL LAWS, FEES, AND TITLE FEES AND DEALER SUPPLIES AND ACCESSORIES ARE NOT INCLUDED IN THIS PRICE. DISCOUNT, IF ANY, IS BASED ON PRICE OF OPTIONS IF PURCHASED SEPARATELY.

0620-0

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0620-0

0620-0

[cfinch@jaspercountyga.org](mailto:cfinch@jaspercountyga.org)

---

**From:** Thomas Hillman Jr. <[thillmanjr@drivefreedomauto.com](mailto:thillmanjr@drivefreedomauto.com)>  
**Sent:** Wednesday, April 26, 2023 6:00 PM  
**To:** [cfinch@jaspercountyga.org](mailto:cfinch@jaspercountyga.org)  
**Subject:** Red F-250 Quote  
**Attachments:** Freedom Ford (Wise).pdf

*Thomas Jefferson Hillman  
Sales Consultant  
Freedom Ford Wise  
Cell 278-303-5628  
Office 278-328-2886  
Fax 278-328-2786  
[thillmanjr@drivefreedomauto.com](mailto:thillmanjr@drivefreedomauto.com)*



# Purchase Agreement

TJ Hillman  
Freedom Ford of Wise  
151 Woodland Drive SW  
Wise , VA 24293

WISE VIRGINIA

Buyer	Co-Buyer	Vehicle
Jasper County Fire Rescue Christopher Finch 185 Highway 212 W Monticello, GA 31064 D: (678) 603-8915, E: (678) 603-8915, C: (678) 603-8915 cfinch@jaspercountyga.org		2022 Ford Super Duty F-250 SRW VIN: 1FT7W2BN9NEF78528 Stock #: W2308 Mileage: 75 Color: RACE RED

Purchase Details	
Retail Price:	\$58,645.00
Sales Price:	\$57,645.00
Savings:	\$1,000.00
Accessories:	\$0.00
Service Contract:	\$0.00
GAP:	\$0.00
Government Fees:	\$0.00
Prep/Doc Fees:	\$999.00
Total Taxes:	\$117.29
<b>Total Sales Price:</b>	<b>\$58,761.29</b>
Trade Allowance:	\$0.00
Trade Payoff:	\$0.00
Trade Equity:	\$0.00
Rebate:	\$0.00
Cash Down:	\$0.00
<b>Cash Price:</b>	<b>\$58,761.29</b>

X \_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Date

X   
Manager Signature

4-26-23  
Date

Disclaimer:

With approved Credit

Printed 4/26/23 5:54 PM



New 2022 Ford Super Duty F-250 XL Crew Cab in Wise #MV2308 | Freedom Ford of Wise



FREEDOM FORD OF WISE (1)



2/28



A



KTP-002266

VA

9-NORMAL, NB, 002266, NJ141

14476

CERTIFIED CERTIFIED RAMP BUMP CAM BUCKLE EXCEL ROTI

008282



15772839

NEF78528

NB



Go Further

ford.com

WILLIAMS PERFORMANCE

SUPER DUTY

2014 FORD SUPER DUTY

ME F78528

STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

**EXTERIOR**

- HOX PAUL TRAILER TIE MOUNTING
- HOOD HAMPERS - BLACK
- HEADLAMPS - AUTOCLEAN
- LOCKING TRIMMOVABLE TRAILER TIE
- MOUNTING BOX, TRAILER HOOKS
- MOUNTING BOX, TRAILER HOOKS
- MOUNTING BOX, TRAILER HOOKS
- MOUNTING BOX, TRAILER HOOKS
- MOUNTING BOX, TRAILER HOOKS
- MOUNTING BOX, TRAILER HOOKS

**INTERIOR**

- 80/40 REAR BENCH W/FLIP-UP FLIP-DOWN W/ HEAD RESTRAINT
- AIR COND, MANUAL FRONT
- DRIVER SEAT-MANUAL LUMBAR
- OUTSIDE TEMP DISPLAY
- PARTICULATE AIR FILTER
- STEERING - TILT/TELESCOPIC WHEEL W/ AUDIO
- VINYL SUN VISORS

**FUNCTIONAL**

- 4-WHEEL TILT LOCK BRAKE SYS
- 4-SPRINGS\* CONNECT
- BELT-MINDER CHIME
- BELT EFFECT HEADLAMPS
- BELT LOCKING HUBS
- MONO BEAM COIL SPRING FR
- SUSPENSION W/STAB BAR
- HYDRA-STOP
- REAR VIEW CAMERA
- NA W/BOX, DLT

**SAFETY/SECURITY**

- ADVANCE TRAC™ WITH RSC®
- AIRBAGS - SAFETY CANOPY®
- BELT-MINDER CHIME
- DRIVER/PASSENGER AIR BAGS
- SECURITY LOCK® ANTI-THEFT SYS™
- SOS POST-CRASH ALERT SYS™
- WABRANTLY
- 3YR/50,000 BUMPER TO BUMPER
- 5YR/60,000 POWERTRAIN
- 5YR/60,000 ROADSIDE ASSIST
- 5YR/100,000 DIESEL ENGINE

**INCLUDED ON THIS VEHICLE**

**OPTIONAL EQUIPMENT/OTHER PREFERRED EQUIPMENT PRG. \$500**

- 7.3L DIESEL NA F11 TO ENGINE
- 10-SPEED AUTOMATIC DRIVING AXLE
- 4.30 ELECTRONIC LOCKING AXLE
- POWER EQUIPMENT GROUP
- FRONT LEANSE PLATE BRACKET
- CAMPER FLOORING AND MATS XL
- 5.1X AMP BATTERY PACKAGE
- 1.7Z/7.66/81BE BSW ALL SEASON TIRE PACKAGE
- CRUISE CONTROL
- BRUSH GEAR
- SILVER CAST ALUM WHEELS-18"
- 6" ANGULAR BRIGHT POL. STEP BAR
- 46 LTE W/LR HOTSPOT REMOVAL
- 10000F GVWR PACKAGE
- SIRIUS XM - S/C NA AK&H
- 60 STATE EMISSIONS
- BACKGLASS DEFROST
- 110W/400W OUTLET
- POWER SLIDING REAR WINDOW
- SPARE TIRE AND WHEEL
- TRAILER BRAKE CONTROLLER
- UTL CAMERA PRO TLRB-PUMP/HTD SIG
- TELESCOPIC TT MIRR-PUMP/HTD SIG
- ROOF CLEARANCE LIGHTS
- JACK
- UPITTER SWITCHES
- REMOTE START SYSTEM
- TOUGH BED SPRAY IN BEDLINER
- CLOTH 40/20/40 SEAT

(MSRP)	(MSRP)	(MSRP)	(MSRP)
2,045.00	SYNC 3	450.00	PRICE INFORMATION
NO CHARGE	PRIVACY GLASS	30.00	BASE PRICE
430.00	PRE COLLISION ASSIST W/AEB	NO CHARGE	TOTAL OPTIONS/OTHER
1,350.00		NO CHARGE	TOTAL VEHICLE & OPTIONS/OTHER
NO CHARGE		NO CHARGE	DESTINATION & DELIVERY
80.00		56,896.00	
2,010.00		11,075.00	
		67,971.00	
		1,788.00	
		695.00	
		195.00	
		NO CHARGE	
		NO CHARGE	
		405.00	
		NO CHARGE	
		300.00	
		1,655.00	
		95.00	
		165.00	
		250.00	
		595.00	
		315.00	

**CAIK**

**CONVOY**

47-801C OT 2

**FORD CREDIT**

Whether you decide to lease or finance your vehicle, you'll find the choices that are right for you. See your dealer for details or visit [www.ford.com/finance](http://www.ford.com/finance).

**TOTAL MSRP \$58,645.00**

14141 N. RB 2X 27% 002266 01 14 12

California Air Resources Board

**Environmental Performance**

These ratings are not directly comparable to the U.S. EPA/DOT light-duty vehicle label ratings. For information on how to compare, please see [www.arb.ca.gov/ep\\_label](http://www.arb.ca.gov/ep_label).

Protect the environment. Choose vehicles with higher ratings:

**Greenhouse Gas Rating** (tailpipe only)

A+ D

**Smog Rating** (tailpipe only)

Good

**GOVERNMENT 5-STAR SAFETY RATINGS**

**Overall Vehicle Score** ★ ★ ★ ★ ★

Based on the combined ratings of frontal, side and rollover. Should ONLY be compared to other vehicles of similar size and weight.

Crash	Driver Passenger	Front seat	Rear seat
★ ★ ★ ★ ★	★ ★ ★ ★ ★	★ ★ ★ ★ ★	★ ★ ★ ★ ★

**Frontal** ★ ★ ★ ★ ★

**Crash** ★ ★ ★ ★ ★

**Side** ★ ★ ★ ★ ★

**Crash** ★ ★ ★ ★ ★

**Rollover** ★ ★ ★ ★ ★

Based on the risk of rollover in a side-impact crash.

Start ratings range from 1 to 5 stars (★ ★ ★ ★ ★) with 5 being the highest. Source: National Highway Traffic Safety Administration (NHTSA) [www.safercar.gov](http://www.safercar.gov) or 1-888-327-4236

**45 BUILT FORD TOUGH YEARS WARRANTY**

The FordPass™ Connect modern is active and sending vehicle data (e.g., diagnostics) to Ford. See in-vehicle settings for connectivity options.

\*Based on 107,201 CV total sales. \*\*Required for FordPass Connect. The FordPass App and companion app. Connected Services are required for remote features (see FordPass Terms for details). Connected services and remote features require an internet connection and may require additional services. Some features may be subject to change without notice. Vehicle connectivity may limit functionality and prevent operation of connected features. Connected services require internet connectivity.

First on Ford Protect. The only extended service plan fully backed by Ford and honored at every Ford dealership in the U.S., Canada and Mexico. See your Ford dealer or visit [www.FordOwner.com](http://www.FordOwner.com).

SCAN OR TEXT JHE7828 TO 4828

Get a new take on vehicle help for help

www.ford.com/help/protect-owners

04/26/2023



**Business Item 11:**

**Agenda Request – Jasper County BOC**

**Department:** Jasper County Fire Rescue

**Date:** May 1, 2023

**Subject:** Jasper County Fire Rescue – Lawn Mower Purchase

**Summary:** Jasper County Fire Rescue is requesting to purchase a new 60” cut commercial grade lawn mower to maintain yards of our Fire Stations.

**Background:** Jasper County Fire Rescue has 7 Fire Stations located throughout the county with 6 Fire Stations requiring grass cutting. City of Shady Dale maintains the yard at Station 2. Jasper County Fire Rescue currently does not have a lawn mower.

**Cost:** Jasper County Fire Rescue has received 3 quotes.

Quote 1: Jasper County Small Engine Ferris ISX 800 27 HP 60” Cut - Model #5902075	Cost - \$8,900.00
Quote 2: Hays Tractor and Equipment Commercial ZTR MWR 25.5 HP 60” Cut – Model # Z726KW-3-60	Cost - \$11,349.00
Quote 3: John Deere AG-Pro John Deere Z950M ZTrak 27 HP 60” Cut Model #FX850V	Cost - \$12,085.00

**Potential Funding Sources:**

Available Impact Fees -	\$106,246
ARPA Fund -	\$530,383
General Fund Fund Balance	

**Recommended Motion:** Board Discretion

**JASPER COUNTY  
SMALL ENGINE INC.**  
1008 HILLSBORO STREET  
MONTICELLO, GEORGIA-31064  
706-468-8463

56205

DATE OF ORDER <b>7-17-23</b>		CUSTOMER'S ORDER NO.		PHONE	MECHANIC	HELPER	STARTING DATE
BILL TO <b>JASPER Co. FIRE DEPT</b>				ORDER TAKEN BY -			
ADDRESS				<input type="checkbox"/> DAY WORK <input type="checkbox"/> CONTRACT <input type="checkbox"/> EXTRA			
CITY <b>BID</b>							
JOB NAME AND LOCATION							
				JOB PHONE			

DESCRIPTION OF WORK:

**FERRIS ISX 800**

**27 HP 60" CUT**

**MODEL # 5902075** **9400<sup>00</sup>**

**BID ASSIST** **500<sup>00</sup>**

**8900<sup>00</sup>**

	TOTAL MATERIALS		
	TOTAL LABOR		
	TAX		
DATE COMPLETED	WORK ORDERED BY	TOTAL AMOUNT	\$

Signature \_\_\_\_\_

No one home   
  Total amount due for above work, or   
  Total billing to be mailed after completion of work

I hereby acknowledge the satisfactory completion of the above described work

[https://www.ferrismowers.com/na/en\\_us/dealer-](https://www.ferrismowers.com/na/en_us/dealer-locator.html)

[locator.html](https://www.ferrismowers.com/na/en_us/dealer-locator.html))

**Find A Local FERRIS**

Call or Email [799.878.1234](https://www.ferrismowers.com/na/en_us/home.html) ([https://www.ferrismowers.com/na/en\\_us/home.html](https://www.ferrismowers.com/na/en_us/home.html))

([https://www.ferrismowers.com/na/en\\_us/dealer-locator.html](https://www.ferrismowers.com/na/en_us/dealer-locator.html))



## ISX™ 800 Zero Turn Mower

### AFFORDABLE COMMERCIAL ZERO TURF™ WITH NEXT GENERATION FERRIS SUSPENSION TECHNOLOGY

The ISX™ 800 is engineered for increased efficiency and comfort. Combining next-generation Ferris® technology – Front-Frame™ Suspension with a 2-bell ICD™ Cutting System, means a smoother ride and improved cut.

**FIND A DEALER** ([/na/en\\_us/support/dealer-locator.html](https://www.ferrismowers.com/na/en_us/support/dealer-locator.html))

**52+"**

Cutting Width

**24+ HP**

Power Rating\*

**10 MPH**

Ground Speed

**4-Years**

Limited Warranty†



**FERRIS**  
 (The Best in Commercial Mowers)



### ForeFront™ Suspension System

The system utilizes four upper and lower control rods that ensure the front caster bearing remains vertical through the full range of travel. This controlled motion results in a smoother ride, more precise tracing of the terrain and an improved cut.



### EFI-ETC Engine Technology

Select models feature the Briggs & Stratton Commercial Series engine with EFI-ETC technology for easy starting and smooth performance.





### **Integrated Transmission**

Commercial Hydro-Gear® ZT-3400™ transaxles, with 7" cooling fans, are designed for high performance and are fully serviceable.



### **Easy Access**

Quick removal of the floor pan provides convenient access to the top of the deck for easy cleaning and service.



### **ICD™ Cutting System**



CD™ Curved Deck™ engineered to produce the most consistent cut in a multitude of conditions. The ISX™ 800 is equipped with a 2-belt deck and provides a 3-year belt limited warranty (See operator's manual for complete warranty details).



#### Mower Spindles

Cast-aluminum greaseable spindles feature 1" shaft with 2.5" x 1" dual ball bearings with top access grease fittings and pressure relief valve.



#### Ride-On Mower Warranties

Coil-Over-Shocks and all suspension-related components are covered for 5 years (60 months), for unlimited hours. We are committed to providing performance, productivity and durability.





**Miles per Hour**

Up to 10 MPH ground speed, reverse 5 MPH.

## Specifications

5902063

5902064

5902075

5902074

**5902075**

5902072

**Model Number**

US MSRP <sup>^</sup>

CAN MSRP <sup>^</sup>

Engine Brand

Engine Power Rating \*

Displacement (cc)

PTO

Cylinders

Starter

Fuel Type

Hour Meter/Instrumentation

Cutting Width (in)

Cutting Height (in)

Spindles

Deck Construction

Suspension

Transmission

Drive Axles (in)

5902075

\$10,499.00

\$13,649.00

Briggs & Stratton® CXi

27

810

Electric

2

Electric

Gasoline

Dual-function hour meter, fuel level gauge in tank

60

1.5 - 5

Aluminum Greaseable

iCD™ Cutting System, 2-Belt

Fore-Front™ Suspension System

Dual commercial Hydro-Gear® ZT-3400® transaxles with 7" cooling fans

1.125





(/na/en\_us/h2023/04-15-12)

Caster Tires (in)

Drive Tires (in)

Ground Speed-Fwd (mph)

Ground Speed-Rev (mph)

Overall Length (in)

Overall Width (in) Deflector Down/Deflector Up

Dry Weight (lbs)

Seat Package

Certified Roll-over Protection System

Controls / Safety Group

Parking Brake / Safety Circuit

Warranty (Engine) †

Warranty (Balance of Machine) †

Engine Configuration

Operator's Manuals

0-10

0-5

81

74/65

1268

Mid-back suspension seat with adjustable arm rests

180° foldable

Seat activated engine kill, clutch safety switch, neutral and parking brake safety circuit/adjustable twin steering controls.

Hand operated internal transaxle brake

3-Year limited manufacturer's warranty

4-Year limited warranty (48 months) or 500 hours, whichever occurs first.

Unlimited hours during the first 2 years (24 months). Coil-over-shocks and all suspension related components are covered for 5 years (60 months) unlimited hours. Coverage on other components varies, please see operator's manual for complete details.

Briggs & Stratton®

Operator's Manual - English (/na/en\_us/product-catalog/zero-turn-

mowers/proxyppdp/\_jcr\_content/tab/item1/specifications.downloadmanual.5109508\_E

Operator's Manual - Spanish (/na/en\_us/product-catalog/zero-turn-

mowers/proxyppdp/\_jcr\_content/tab/item1/specifications.downloadmanual.5109509\_E

Illustrated Parts List - English (/na/en\_us/product-catalog/zero-turn-

mowers/proxyppdp/\_jcr\_content/tab/item1/specifications.downloadmanual.5902075~

Wiring Diagram Schematic - English (/na/en\_us/product-catalog/zero-turn-

mowers/proxyppdp/\_jcr\_content/tab/item1/specifications.downloadmanual.5105536AC\_LO.pdf.html)



\* All power levels are stated gross horsepower per SAE J2723 as rated by Kawasaki. † See operator's manual or dealer for complete warranty details. Refer to engine operator's manual for engine warranty. ^ Suggested prices will vary by market. Set-up, delivery, documentation and destination fees not included. See dealer for details. Features vary by model. We reserve the right to change specifications, features and pricing without notice.

Attachments





### **Turbo-Pro™ Double Bag Hard Top Collection System**

Innovative molded hard top design allows for increased capacity. Simple to install. Each heavy-duty mesh bag has an integrated handle to assist with removal.  
Capacity: 10 cubic feet. Fits 52" models.



### **Turbo-Pro™ Triple Bag Hard Top Collection System**

Innovative molded hard top design allows for increased capacity. Simple to install. Each heavy-duty mesh bag has an integrated handle to assist with removal. Capacity: 15 cubic feet. Fits 52" and 61" models.





ISX™ 800 Zero Turn Mower

### **Trailer Hitch Kit**

Will accept a 1/2" shank ball and comes complete with hardware.



### **Service Jack**

Heavy-duty steel bracket and jack allows for easy and convenient access under the deck.



### **LED Light Kit**

Energy efficient heavy-duty ROPS mounted LED light kit with simple instructions.





### Mulch Kit

Select kits include dedicated mulching blades, baffles, hardware and instruction sheet.



### Flat-Free Caster Tires

Eliminate downtime by running all-day with flat-free caster tires. Comes standard on select models.



### Lawn Striping Kit



Rubber floor mats  
create eyes  
the landscape.



Email Sign Up

SIGN UP

Careers (/na/en\_us/support/contact-us/careers.html)

Dealer Locator (/na/en\_us/dealer-locator.html)

Gear (https://bascogear.com/default.aspx?p=viewcat&showpage=6)

News (/na/en\_us/news-room.html)

Products (/na/en\_us/products.html)

Promotions (/na/en\_us/promotions.html)

Support (/na/en\_us/support.html)



(https://www.ferris.com/na/en\_us/home.html)

(https://www.facebook.com/FerrisCommercialMowers) (https://www.youtube.com/user/HowWithFerris)

(http://instagram.com/FerrisMowers)

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# Warranty

If your unit is equipped with a dual function hour meter that displays both engine hours and PTO hours, the warranty is based on the engine hours as displayed by the hour meter.

## Warranty Statement

### BRIGGS & STRATTON WARRANTY POLICY (November 2018)

#### LIMITED WARRANTY

Briggs & Stratton warrants that, during the warranty period specified below, it will repair or replace, free of charge, any part that is defective in material or workmanship or both. Transportation charges on product submitted for repair or replacement under this warranty must be borne by purchaser. This warranty is effective for and is subject to the time periods and conditions stated below. For warranty service, find the nearest Authorized Service Dealer in our dealer locator map at [www.ferrismowers.com](http://www.ferrismowers.com). The purchaser must contact the Authorized Service Dealer, and then make the product available to the Authorized Service Dealer for inspection and testing.

**There is no other express warranty. Implied warranties, including those of merchantability and fitness for a particular purpose, are limited to the warranty period listed below, or to the extent permitted by law. Liability for incidental or consequential damages are excluded to the extent exclusion is permitted by law.** Some states or countries do not allow limitations on how long an implied warranty lasts, and some states or countries do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation and exclusion may not apply to you. This warranty gives you specific legal rights and you may also have other rights which vary from state to state or country to country.\*\*

WARRANTY PERIOD		
Covered Parts	Standard Warranty Period	Rental Warranty Period
Riding mowers - except as noted below +	4 years (48 months) or 500 hours, whichever occurs first. Unlimited hours during the first 2 years (24 months)	90 days
+Coil over shocks and all suspension related components	5 years (60 months) unlimited hours	90 days
+Hydro Drive Belt, Tires, Brake Pads, Hoses, Battery, Blades	90 days	90 days
+Mower Deck Drive Belt (Conventional Single Belt Deck Drive Systems)	1 year (12 months) or 100 hours, whichever occurs first	90 days
+Mower Deck Drive Belt (Two Belt Deck Drive Systems)	3 years (36 months) or 300 hours, whichever occurs first. (Parts and labor in year one; parts only in years two and three)	90 days
+Attachments	1 year	90 days
+Engine*	See Engine Operator's Manual	See Engine Operator's Manual

\* Emissions-related components are covered by the Emissions Warranty Statement

\*\* In Australia, the following applies, notwithstanding any other provision: Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure. Unless required under Australian Consumer Law, Ferris shall not be liable under this Warranty to the Customer or any other person in connection with this Warranty, for consequential, direct or indirect damages, loss or costs incurred or suffered by the Customer or any other person; or any damage to property, loss of turnover, loss of profits, loss of business or loss of goodwill, arising out of the failure of any product to operate properly. For warranty service, find the nearest Authorized Service Dealer in our dealer locator map at [www.ferrismowers.com](http://www.ferrismowers.com) (Select region: Australia), or by calling 1300 274 447, or by emailing or writing to [salesenquiries@briggsandstratton.com.au](mailto:salesenquiries@briggsandstratton.com.au), Briggs & Stratton Australia Pty Ltd, 1 Moorebank Avenue, Moorebank NSW, Australia, 2170.

The warranty period begins on the date of purchase by the first retail or commercial customer.

To ensure prompt and complete warranty coverage, register your product at the website shown above or at [www.onlineproductregistration.com](http://www.onlineproductregistration.com), or mail the completed registration card (if provided), or call 1-800-743-4115 (in USA).

Save your proof of purchase receipt. If you do not provide proof of the initial purchase date at the time warranty service is requested, the manufacturing date of the product will be used to determine the warranty period. Product registration is not required to obtain warranty service on Briggs & Stratton products.



Quote Page 1 of 2  
 Quote Number: 505905  
 Effective Date: 04/18/2023  
 Valid Through: 04/30/2023

**Ship To**

**Kubota Dealer**

**Bill To**

JASPER COUNTY FIRE RESCUE  
 CHRISTOPHER FINCH  
 GA

HAYS TRACTOR &  
 EQUIPMENT, INC.  
 545 HIGHWAY 11 SOUTH  
 SOCIAL CIRCLE, GA 30025

Andrew Massey  
 Phone: (770) 294-8961  
 Email:  
 andrew@haystractor.com

JASPER COUNTY FIRE RESCUE  
 CHRISTOPHER FINCH  
 GA

**Z726XKW-3-60 - COMMERCIAL ZTR MWR 25.5 HP 60" DECK/KAWA**



Description	Manufacturer	Model #	Qty	Price Each	Total
COMMERCIAL ZTR MWR 25.5 HP 60" DECK/KAWA	Kubota	Z726XKW-3-60	1	\$12,099.00	\$12,099.00

**Cash Details**

Equipment Total	\$12,099.00
Additional Charges	\$0.00
Cash Incentives	(\$750.00)
<b>Cash Sale Price</b>	<b>\$11,349.00</b>

GOVERNMENTAL DISCOUNT APPLIED. NOT FOR CONSUMER USAGE.

prices subject to final dealer approval.

**Kubota Disclaimer**

Sales quote can only be provided by a participating Kubota dealer. Only Kubota and Kubota performance-matched Allied equipment are eligible. Inclusion of ineligible equipment may result in a higher blended APR. Stand Alone Kubota or Allied implements and attachments/accessories are subject to stand alone programs. Financing is available through Kubota Credit Corporation, U.S.A.; subject to credit approval. Program eligibility requirements are subject to change without notice and may be withdrawn without notice. Some exceptions



## Acceptance Terms & Conditions

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Initial Here for Cash Purchase Option

Initial Here for Finance Option

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Customer Signature

---

Date

---

Customer Purchase Order No. (if applicable)

GOVERNMENTAL DISCOUNT APPLIED. NOT FOR CONSUMER USAGE.

prices subject to final dealer approval.

**Kubota Disclaimer**

Sales quote can only be provided by a participating Kubota dealer. Only Kubota and Kubota performance-matched Allied equipment are eligible. Inclusion of ineligible equipment may result in a higher blended APR. Stand Alone Kubota or Allied implements and attachments/accessories are subject to stand alone programs. Financing is available through Kubota Credit Corporation, U.S.A.; subject to credit approval. Program eligibility requirements are subject to change without notice and may be withdrawn without notice. Some exceptions



Z700 Series

Z716KXW3-10

\*\*\* EQUIPMENT IN STANDARD MACHINE \*\*\*

#### **GASOLINE ENGINE**

Kawasaki FX801V  
Air-cooled, V-Twin Vertical Shaft  
25.5 HP @ 3600 rpm  
Displacement 852 cc  
Kubota Model GH860V

#### **TRANSMISSION**

Parker Torqpack HTG14  
Integrated 14cc pump and wheel motor  
Internal Parking Brake  
Forward Speeds 0 - 11.2 mph  
Reverse Speeds 0 - 5.6 mph

#### **STEERING / MOTION CONTROL**

(2) Hand Levers  
Hydraulically Damped

#### **FLUID CAPACITY**

Fuel Tank 11.6 gal  
Oil 1.9 qts  
Transaxle 3.5 qts

#### **DIMENSIONS**

Height 70.8"  
Length 83.9"  
Width w/o deck 54.7"  
Wheelbase 51"

\* Manufacturer's estimate.

#### **OPERATING FEATURES**

Premium Adjustable Suspension Seat w/ Kubota Exclusive Design  
Zero Turn Radius  
Foot Controlled Brake  
Adjustable Levers and Mower Deck Lift Pedal  
Cup Holder & Storage Compartments  
Semi-pneumatic, Smooth, Flat free Front Tires

#### **SAFETY EQUIPMENT**

Seat Safety Switch  
Control Lever Safety Switch  
Parking Brake Safety Switch  
Foldable ROPS

#### **PTO SYSTEM**

Belt Driven  
Dynamo-Electric clutch

#### **MOWER DECK**

60" Cutting Width  
1-5" Cut Height, Adjustable  
1/4" Increments  
Flexible Discharge Cover  
Fabricated 8 Gauge Steel  
6" Deep Design  
3 Blades  
18,600 fpm Blade Tip Speed  
Maintenance-Free Sealed Spindles





## Utility Vehicle and Turf Products

Products Series	Usage Category	Unit/System Coverage	Coverage Period	Exclusion/Comment
RTV Utility Vehicles	All Usage	Basic Standard Limited	24 Months or 1000 Hours (whichever occurs first)	Does not include any implement (see implement warranty)
Z100, ZG100, Z200, and T Series Mowers	All Usage	Basic Standard Limited	48 Months or 300 Hours (whichever occurs first)	Includes mower deck  Kawasaki engine warranty administered by Kawasaki. Refer to Kawasaki warranty for detail
Z400 Series Mowers	Non-Commercial Home & Residential Use	Basic Standard Limited	48 Months or 500 Hours (whichever occurs first)	
	Commercial Use	Basic Standard Limited	24 Months	
Z700 Series Mowers	Non-Commercial Home & Residential Use	Basic Standard Limited	48 Months or 750 Hours (whichever occurs first)	
	Commercial Use	Basic Standard Limited	24 Months	
Z, ZG, ZD, and F Series Mowers Not Otherwise Listed	All Usage	Basic Standard Limited	24 Months	Includes mower deck; Except Z100, ZG100, Z200, Z400, Z700
SZ and W Series Mowers	All Usage	Basic Standard Limited	24 Months	
G, GR Series	Non-Commercial Home & Residential Use	Basic Standard Limited	24 Months or 1500 Hours (whichever occurs first)	Includes mower deck
	Commercial Use	Basic Standard Limited	12 Months or 1500 Hours (whichever occurs first)	

## Construction Equipment

Products Series	Usage Category	Unit/System Coverage	Coverage Period	Exclusion/Comment
SVL Compact Track Loaders	All Usage	Basic Standard Limited	24 Months or 2000 Hours (whichever occurs first)	Rubber Tracks 12 Months or 1000 Hours (whichever occurs first)
SCL Compact Utility Loaders	All Usage	Basic Standard Limited	12 Months or 1500 Hours (whichever occurs first)	Rubber Tracks 12 Months or 1000 Hours (whichever occurs first)
K, KX, U, and R Series	All Usage	Basic Standard Limited	24 Months or 2000 Hours (whichever occurs first)	Rubber Tracks 12 Months or 1000 Hours (whichever occurs first)
SSV Skidsteer Loaders	All Usage	Basic Standard Limited	24 Months or 2000 Hours (whichever occurs first)	

## Replacement Engine and Parts

Products Series	Usage Category	Unit/System Coverage	Coverage Period	Exclusion/Comment
Replacement Diesel Engines	All Usage	Basic Standard Limited	12 Months from date of purchase	Or the remainder of applicable warranty, whichever is longer
Replacement Parts	All Usage	Basic Standard Limited	90 Days from date of purchase	Or the remainder of applicable warranty, whichever is longer



**Quote Summary**

**Prepared For:**  
 JASPER COUNTY COMMISSIONERS  
 COURTHOUSE  
 MONTICELLO, GA 31064  
 Business: 706-468-4945

**Prepared By:**  
 Jamie Waldrip  
 Ag-Pro  
 1350d Lions Club Road  
 Madison, GA 30650  
 Phone: 706-342-2332  
 jwaldrip@agprocompanies.com

**Quote Id:** 28628410  
**Created On:** 18 April 2023  
**Last Modified On:** 18 April 2023  
**Expiration Date:** 31 May 2023

<b>Equipment Summary</b>	<b>Selling Price</b>	<b>Qty</b>	<b>Extended</b>
JOHN DEERE Z950M ZTrak - 1TC950MCCNT121067	\$ 12,085.00 X	1 =	\$ 12,085.00
<b>Equipment Total</b>			<b>\$ 12,085.00</b>

<b>Quote Summary</b>	
Equipment Total	\$ 12,085.00
SubTotal	\$ 12,085.00
Est. Service Agreement Tax	\$ 0.00
Total	\$ 12,085.00
Down Payment	(0.00)
Rental Applied	(0.00)
<b>Balance Due</b>	<b>\$ 12,085.00</b>

Salesperson : X \_\_\_\_\_

Accepted By : X \_\_\_\_\_



JOHN DEERE

# Selling Equipment



Quote Id: 28628410

Customer: JASPER COUNTY COMMISSIONERS

## JOHN DEERE Z950M ZTrak - 1TC950MCCNT121067

Hours: 1

Stock Number: 12019337

**Selling Price**

\$ 12,085.00

Code	Description	Qty	Unit	Extended
0694TC	JOHN DEERE 950M GAS MIDZ MOWER	1	\$ 14,899.00	\$ 14,899.00

### Standard Options - Per Unit

001A	COUNTRY CODES - US/CANADA	1	\$ 0.00	\$ 0.00
1036	54-60"DK PNEUMATIC TIRE	1	\$ 0.00	\$ 0.00
1504	60" DECK	1	\$ 0.00	\$ 0.00
2093	SUSP SEAT	1	\$ 595.00	\$ 595.00

**Standard Options Total**

**\$ 595.00**

**Value Added Services Total**

**\$ 0.00**

### Other Charges

FRT DISC	1	\$ -163.78	\$ -163.78
Freight	1	\$ 163.78	\$ 163.78
MISC	1	\$ 65.00	\$ 65.00
Setup	1	\$ 85.00	\$ 85.00

**Other Charges Total**

**\$ 150.00**

**Suggested Price**

**\$ 15,644.00**

### Customer Discounts

**Customer Discounts Total**

**\$ -3,559.00**

**\$ -3,559.00**

**Total Selling Price**

**\$ 12,085.00**



# Quote ID :28628410Customer Name : JASPER COUNTY COMMISSIONERS

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File Created: 18-Apr-2023

## 2023 JOHN DEERE Z950M ZTrak-1TC950MCCNT121067

### Product Specification Details :

#### Manufacturer Deere Z950M (Model year 2023)

#### Model

#### Engine

Manufacturer/Model	FX850V
Power	Gross at 3,600 rpm 27 hp 20.1 kW
Displacement	52 cu in. 852 cc
Cylinders	Two
Crankcase capacity	With filter, 2.4 U.S. qt 2.3 L
Oil filter	Full flow, replaceable
Lubrication	Full pressure
Cooling	Air
Air cleaner	Heavy-duty canister type with safety element
Pre-cleaner	Yes

#### Fuel system

Fuel type	Gasoline
Fuel consumption	Under normal conditions, load, operation, and dependent on loads and operating conditions 1.1-1.9 U.S. gal./hr 4.2-7.2 L/hr
Fuel tank capacity	11.5 U.S. gal. 43.5 L
Fuel tank switch/shut-off valve	Yes

#### Electrical system

Charge system	20 amp
Battery voltage	12 V
Cold cranking amp	300 amp
Hour meter	Standard, digital
Operator presence starting system	Brake-N-Go (hand)

#### Drivetrain

Transmission	Hydrostatic
Hydraulic pumps	---
Wheel motors	Tuff Torq heavy-duty integrated piston wheel motor
Speed and direction control	Twin levers
Hydraulic capacity	5.9 U.S. qt 5.6 L
Hydraulic oil cooler	---
Filter	Internal, replaceable

#### Tires

Drive wheels	24x12-12
Rear tires	---
Load rating	4 PR

#### Brakes

Dynamic braking	Twin levers
Park brake	Internal wet disk integrated in the transmission
Park brake actuation	Hand brake

#### PTO

Type	Electro-magnetic, 225 lb-ft 305 Nm
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**Quote ID :28628410 Customer Name : JASPER COUNTY COMMISSIONERS**


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Drive	V-belt
<b>Mower decks</b>	
Size	60-in. (152-cm) 7Iron™ PRO side-discharge
Deck construction	7-Iron™ PRO: 7-gauge, 0.179-in. (4.6-mm) one-piece forged steel
Discharge	---
Height-of-cut range	1-5.5 in.
Increments	0.25 in.
Increments	0.64 in.
	2.54-14 cm
Increments	0.25 cm
Increments	0.64 cm
Cutting width	54, 60, 72 in.
	137, 152, 183 cm
<b>Blades</b>	
Length	Varies by deck size
Thickness	0.25 in.
	0.64 cm
Blade tip speed	7Iron PRO: Approximately 18,500 fpm
Number	Three
<b>Wheels</b>	
Caster wheel type	Flat free
Caster wheels	13x6.5-6
Front anti-scalp rollers	RH, center, LH
Rear anti-scalp rollers	Standard
<b>Dimensions</b>	
	84 in.
	213 cm
Width	With chute down, 68, 74, 86 in.
	173, 188, 218 cm
Height	With ROPS up, 73 in.
	185 cm
Weight	1,296 to 1,412 lb
	588 to 640 kg
<b>Buyer's note</b>	
Warranty	
<b>Key Specs</b>	
Engine Manufacturer/model	FX850V
Engine power	Gross at 3,600 rpm 27 hp 20.1 kW 11.5 U.S. gal. 43.5 L
Mower deck size	60-in. (152-cm) 7Iron™ PRO side-discharge 7Iron PRO: Approximately 18,500 fpm
Speed range	Hydrostatic 0-10 mph 0-16.1 km/h 24x12-12 13x6.5-6 36 months or 1200 hours, whichever comes first
<b>Operation</b>	
Rollover protective structure (ROPS)	Yes
Slope operating limit	20 degrees (10 degrees with material collection system installed)
<b>Additional information</b>	
Date collected	15-Mar-2023

**Key Features**

**Powerful 27-hp (20.1-kW) commercial-grade engine delivers class-leading performance and efficiency**

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**Quote ID :28628410Customer Name : JASPER COUNTY COMMISSIONERS**

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The Z950M and Z950R are powered by an air-cooled, vertical shaft engine:

- 27-hp (20.1-kW) gas engine

Engine features include:

- Overhead valve design
  - More horsepower and torque per cubic inch of displacement
  - Better fuel efficiency
- Full-pressure lubrication with full-flow filter
  - Reduces engine wear by ensuring proper lubrication, even when operating on hillsides or uneven terrain
  - Oil filter helps keep oil clean for increased engine life
- V-twin big block design
- Vertical shaft
- Easy-access, dual-element air filter with quick-release latch
- 15-amp alternator
- Fuel pump
- Complies with strict Environmental Protection Agency (EPA) and California Air Resources Board (CARB) emission standards without loss of horsepower or torque
- Aluminum block engines
  - Effectively dissipate heat
  - Lightweight and strong construction
  - Extend engine life due to elimination of debilitating engine temperatures
- Air-cooled engine design



Z950M and Z950R engine

Base Equipment On: Z950M, Z950R

#### **Air cleaner filters out dust that can damage an engine**

ZTrak™ Z900 Mowers are equipped with a dual-element, canister-style air filter, easily accessible from the rear of the machine without tools.

- The filtration system pulls clean air from above the engine, in turn filtering out the dust that can damage an engine over time.
- Filters are extremely easy to change when required.
- Pre-cleaner provides more protection against contamination in dusty and dirty applications.



Engine air cleaner



Air cleaner cover removed

Quote ID :28628410 Customer Name : JASPER COUNTY COMMISSIONERS

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Base Equipment On: Z950M, Z950R

### **Mow all day on a single tank of fuel with efficient and easy-to-fill fuel tank**

The ZTrak™ Z900 Mowers are equipped with one single-fill, top-draw fuel tank:

- 11.5-U.S. gal. (43.5-L) capacity enables operators to mow all day without refueling.
- The fuel gauge makes it quick and easy to see how much fuel is in the tank.
- Top draw provides added safety.
- A large fuel-filler neck is angled to make it easy for an operator to complete the fueling process.

Under normal conditions, load, and operation, fuel consumption for the Z900 ZTrak Mowers is 1.5 U.S. gph (5.7 L/hr) to 2.2 U.S. gph (8.3 L/hr), depending on the horsepower and conditions.



Fuel tank and filler neck



Fuel filler neck

Base Equipment On: Z950M, Z950R

### **Key Features**

**Extra durability and mowing performance from 7-Iron™ PRO  
Side-Discharge decks pressed from a single piece of steel**

7-Iron PRO mower decks have demonstrated quality, performance, and durability. They deliver a high-quality cut in diverse conditions.

Key features of the 7-Iron PRO mower deck:

- Deck is forged from 7-gauge, 0.179-in. (4.6-mm) steel to minimize the number of welds and provide a smooth underside with fewer sharp corners for reduced material buildup.
- Significantly fewer welds on the deck shell to wear or break - it is forged from a single sheet of steel rather than multiple fabrications. An anti-skid step on the deck provides easy machine mounting.
- Extra reliability and long life with cast-iron blade spindle housings.
- Higher blade tip speed than many competitors - approximately 18,500 fpm (5,639 m/min) for more blade cuts per inch mowed.
- A deep-deck design of 5.5 in. (14 cm) delivers excellent airflow so material can be processed quickly and efficiently.
- The wider and higher discharge opening provides even clipping dispersal for an excellent finished appearance in all conditions.
- Quick-release belt covers do not require tools or the removal of a ring clip; just lift one corner of the cover and rotate it slightly to remove.
  - A hole in the deck tab is provided for use of an optional ring clip for extra security, if desired.
  - This makes it quick and easy for you to clean out trash that may collect around the spindle sheave.



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54-in. (137-cm) 7-  
Iron PRO Mower Deck



72-in. (183-cm) 7-  
Iron PRO Mower Deck

Base Equipment On: Z920M, Z930M, Z945M EFI, Z950M, Z955M EFI, Z960M, Z930R, Z950R, Z955R EFI, Z970R

- Deck has rectangular leading deck edge reinforcement and the rounded corners of the forged deck help distribute impact stress to reduce the potential of damage when the mower contacts trees, rocks, curbs, and other fixed obstacles.
- Dual-captured front and rear anti-scalp wheels provide deck flotation over even the toughest terrain.
- Three 1-in. (2.5-cm), cold-forged spindles are heat-treated for strength without bulk and are supported by ball bearings, providing reliability and performance; spindle housings are ribbed cast iron providing both excellent strength and heat dissipation.
- The trim edge of the deck is equipped with a bumper that provides great abrasion resistance to protect the machine and the property.
- The front edge is raised above the blade plane to allow even cutting of tall grass and is reinforced with a square bar for durability. The front baffle has been redesigned to better manage airflow and control clippings.
- Three spindle grease fittings are accessible from the top.
- Blade overlap is 1.6 in. (40.6 mm), nearly 0.79 in. (20 mm) greater than previous decks, to reduce striping between blades.
- Quick-change, cutting-height adjustment.



Mower rectangular leading-  
edge reinforcement



Dual-captured anti-scalp wheel

Base Equipment On: Z920M, Z930M, Z945M EFI, Z950M, Z955M EFI, Z960M, Z930R, Z950R, Z955R EFI, Z970R

### Extra reliability and long life with cast-iron blade spindle housings

On every commercial mower deck there are three 1-in. (25-mm) spindles that are cold-forged and heat-treated for strength. Spindles are supported by precision ball bearings that provide great performance and reliability.

- Superior impact strength provided by ductile cast-iron material.
- Gusseted design puts reinforcement where it is needed.
- Strength of cast iron protects against damage from blade impacts.
- Easy access grease fittings are mounted at the top of the spindle shafts for convenience.
- Grease pressure-relief valve minimizes seal damage from overfilling with grease and keeps debris from entering housing.
- Chance of deck shell damage is minimized with the 8-in. (20.3-cm) diameter housing and six mounting bolts that distribute loads and impacts.

**Quote ID :28628410 Customer Name : JASPER COUNTY COMMISSIONERS**


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- Ability to be reliably rebuilt is provided by use of cast iron.



Cast-iron mower spindle



Cast-iron mower spindle

Base Equipment On: Z920M, Z930M, Z945M EFI, Z950M, Z955M EFI, Z960M, Z930R, Z950R, Z955R EFI, Z970R  
**7-Iron PRO mower deck**

Mower deck	Z915E	Z920M	Z930M	Z950M	Z960M	Z930R	Z950R	Z970R
48-in. (122-cm) 7Iron PRO side-discharge	x	x						
54-in. (137-cm) 7Iron PRO side-discharge	x	x	x			x		
60-in. (152-cm) 7Iron PRO side-discharge	x	x	x	x	x	x	x	x
72-in. (183-cm) 7Iron PRO side-discharge				x	x		x	x

Base Equipment On: Z920M, Z930M, Z945M EFI, Z950M, Z955M EFI, Z960M, Z930R, Z950R, Z955R EFI, Z970R

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The deck step safely aids the operator's entrance and egress from machine.

Mower deck step and trim-edge bumper shown on 54-in. (137-cm) mower

Base Equipment On: Z920M, Z930M, Z945M EFI, Z950M, Z955M EFI, Z960M, Z930R, Z950R, Z955R EFI, Z970R

### Key Features

Three seat choices with ComfortGlide™ fore/aft suspension offer exceptional operator comfort

#### Deluxe comfort seat with armrests



The deluxe comfort seat with armrests is standard on all E and M Series models:

- Rubber springs are provided to increase ride comfort.
- A convenient seat latch makes it easy to lift the seat.
- The seat is factory installed.

Deluxe comfort seat with armrests

#### Deluxe comfort seat with armrests and isolation

The deluxe comfort seat with armrests and isolation is available on the E, M, and R Series:

- Rubber springs are provided to isolate the seat base and to increase ride comfort.
- A convenient seat latch makes it easy to lift the seat.
- Isolation mounting is a good feature to reduce vibration for operators who do not require the fully adjustable suspension seat option.
- Factory installed on Z900s ordered with the deluxe comfort seat with armrests and isolation option.

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Deluxe comfort seat with armrests and isolation



Rubber isolation mount

**Fully adjustable suspension seat with armrests**

A fully adjustable suspension seat with armrests option is available on the M and R Series:

- Adjustable back angle is provided for individual operator comfort.
- Adjustable lumbar support helps to suit the needs of the operator.
- A suspension seat control dial gives easy adjustment for operator weight and ride comfort.
- A convenient seat latch provides ease of lifting the seat.
- On Z900s ordered with the fully adjustable suspension seat with armrests option, it is factory installed.



Fully adjustable, mechanical suspension-seat



Suspension seat control

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### Designed for operator comfort



Operator station

Two-lever hydrostatic control provides the following:

- The operator can select the ground speed and direction control simply by moving levers forward or reverse.
- Positive neutral lock position for levers provides added safety.
- Brake & Go operator-presence system returns levers to the neutral position when the brake pedal is actively engaged.
- Starting the machines is as easy as starting a car. It no longer matters if the control levers are extended out or pulled in, as long as the parking brake is engaged. Just turn the key and go.
- Wide-bend, large-diameter steering levers swing out easily for entry and exit from the operator platform.

### Brake & Go starting system

The Brake & Go starting system is a John Deere exclusive. This feature makes the starting process on all ZTrak™ mowers easier, while also making it possible to remove two interlock switches from the machine.

The Brake & Go starting procedure helps a novice operator look and feel like a professional. To start the machine, the parking brake must be engaged. It does not matter whether the power take-off (PTO) switch is on or off, nor does it matter if the control levers are pulled in or in the out position.

As long as the parking brake is engaged, the machine will start. When the parking brake is applied, the control levers cannot be moved to the forward or reverse positions.



Parking brake pedal (Z900R Series)



Parking brake lever  
(Z900 E and M Series)

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**Adjustable levers**



The motion control levers have two height positions and can also be adjusted forward or rearward within the slotted holes. The levers should be adjusted so the operator can achieve a full range of control operation comfortably.

**Adjustable levers**

**Tracking adjustment**



The easy-to-turn (from-the-seat) tracking adjustment allows operators to keep their mowers straight and produce professional striping results.

**Tracking adjustment**

**Onboard storage and cup holder**

Several storage areas are provided on the ZTrak machines. A convenient cup holder is also available.



**Onboard storage**



**Cup holder**

**Right-hand control panel**

The controls are grouped together on the right console, providing one central location for key switch, throttle, PTO engagement, height-of-cut, diagnostics, and hour meter.

**Quote ID :28628410Customer Name : JASPER COUNTY COMMISSIONERS**


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- Rocker-type PTO switch
- Height-of-cut knob with transport lock
- Key switch
- Hour meter
- Throttle
- Separate choke control
  - Easy choke operation yields less fouling of plugs
  - No choke required for the electronic fuel injection (EFI) models



Right-hand control panel



Right-hand control panel

**Easy-to-operate height-of-cut adjustment enables on-the-go changes**

An easy-to-use cutting-height lift system allows the operator to adjust the mower deck height with no tools and minimal effort. The easy-to-grip knob allows operators to dial in the desired height of cut (HOC).



Mower deck height adjustment knob

Cutting height can be adjusted from approximately 1 in. to 5.5 in. (2.5 cm to 14 cm). Each increment on the knob adjusts the HOC approximately 0.25 in. (0.64 cm). The deck can also be raised and locked in a transport position to provide maximum ground clearance when moving the machine from one area to another.

The transport lock function allows the deck to be returned to the previous HOC after being in the transport position:

- Use the foot-lift pedal to lift the deck and engage the transport lock.
- Rotate the knob to adjust from 1 in. to 5.5 in. (2.5 cm to 14 cm) in 0.25-in. (0.64 cm) increments.

This design increases productivity by allowing operators to change the cutting height without having to leave the seat.

There are three seating options available for the M Series, all of which are factory installed:

- Deluxe comfort seat with armrests
- Deluxe comfort seat with armrests and isolation
- Fully adjustable suspension seat with armrests

**ComfortGlide fore/aft suspension**


Each seat has the ComfortGlide fore/aft suspension system that gives superior ride comfort over uneven areas:

- Seat can travel up to 2 in. (50.8 mm) fore and aft to absorb bumps for a significant enhancement to ride comfort.
- Control lever provides the ability to easily lock out fore/aft suspension movement if desired.

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ComfortGlide fore/aft  
suspension control lever

- One lever has three functions:
  - Slide seat forward and back 3 in. (10.2 cm) to allow the operator the ability to choose the leg room needed
  - Activate ComfortGlide fore/aft seat suspension
  - Lock out ComfortGlide fore/aft seat suspension



**Business Item 12:**

**Agenda Request – Jasper County BOC**

**Department:** Finance

**Date:** May 1, 2023

**Subject:** FY 2023 3<sup>rd</sup> Quarter Financial Report

**Summary:**

Staff will present a Financial Report for 3<sup>rd</sup> Quarter FY2023.

**Background:**

**Cost:**

None

**Recommended Motion:**

None Required

JASPER COUNTY BOARD OF COMMISSIONERS

FY2023 3RD QUARTER

FINANCIAL REPORT

JUNE 30, 2023

	FUND #		FY 2023 BUDGET	FY 2023 ACTUAL	% COLLECTED	% REMAINING
	100	GENERAL FUND - REVENUE				
LINE #						
1		ADVALOREM PROPERTY TAX	\$ 6,882,487	\$ 6,906,364	100.3%	-0.3%
2		VEHICLE & MOBILE HOME TAX	\$ 1,141,100	\$ 935,521	82.0%	18.0%
3		PRIOR YEARS TAX	\$ 212,500	\$ 138,777	65.3%	34.7%
4		FOREST LAND PROTECTION GRANT	\$ 382,932	\$ 383,556	100.2%	-0.2%
5		LOCAL OPTION SALES TAX	\$ 1,125,000	\$ 867,547	77.1%	22.9%
6		INSURANCE PREMIUM TAX	\$ 861,000	\$ 935,863	108.7%	-8.7%
7		TAX COMISSIONER COMMISSION	\$ 245,000	\$ 255,889	104.4%	-4.4%
8		TIMBER TAX	\$ 35,000	\$ 29,811	85.2%	14.8%
9		RAILROAD TAX	\$ 33,000	\$ -	0.0%	100.0%
10		REAL ESTATE TRANFER TAX	\$ 80,000	\$ 45,396	56.7%	43.3%
11		INTANGIBLE TAX	\$ 235,000	\$ 139,602	59.4%	40.6%
12		ALCOHOL EXCISE TAX	\$ 68,000	\$ 46,773	68.8%	31.2%
13		BUSINESS LICENSE TAX	\$ 26,000	\$ 27,113	104.3%	-4.3%
14		ENERGY EXCISE TAX	\$ 12,000	\$ 20,976	174.8%	-74.8%
15		OTHER TAXES	\$ 2,400	\$ 759	31.6%	68.4%
16		PENALTIES & INTEREST	\$ 86,000	\$ 62,564	72.7%	27.3%
17		EMS	\$ 426,632	\$ 401,565	94.1%	5.9%
18		PROBATE COURT	\$ 170,000	\$ 164,990	97.1%	2.9%
19		SUPERIOR COURT	\$ 190,000	\$ 125,580	66.1%	33.9%
20		SHERIFF	\$ 39,000	\$ -	0.0%	100.0%
21		JAIL	\$ 13,000	\$ 10,750	82.7%	17.3%
22		RECREATION	\$ 85,500	\$ 61,350	71.8%	28.2%
23		PLANNING & ZONING	\$ 245,000	\$ 234,168	95.6%	4.4%
24		EMA	\$ 7,355	\$ -	0.0%	100.0%
25		ANIMAL CONTROL	\$ 2,500	\$ 1,598	63.9%	36.1%
26		FIRE DISTRICT - JCWSA	\$ 46,500	\$ 47,045	101.2%	-1.2%
27		FOREST WILDLIFE GRANT	\$ 30,000	\$ -	0.0%	100.0%
28		INTEREST	\$ 7,000	\$ 69,646	994.9%	-894.9%
29		FAMILY CONNECTION GRANT	\$ -	\$ 33,404		
30		OTHER REVENUE	\$ 32,261	\$ 129,439	401.2%	-301.2%
31		SENIOR CENTER	\$ 163,757	\$ 135,535	82.8%	17.2%
32		HOTEL TAX 50%	\$ -	\$ 8,200		
33		TOTAL GENERAL FUND REVENUE	\$ 12,885,924	\$ 12,219,779	94.8%	5.2%

	FUND #	DEPT #	GENERAL FUND - EXPENDITURES	FY 2023 BUDGET	FY 2023 ACTUAL	% EXPENDED	% UNENCUMBERED
34	100		GENERAL GOVERNMENT	\$ 2,192,513	\$ 1,692,899	77.2%	22.8%
35	200		JUDICIAL	\$ 939,676	\$ 679,214	72.3%	27.7%
36	300		PUBLIC SAFETY	\$ 5,591,690	\$ 4,233,631	75.7%	24.3%
37	400		PUBLIC WORKS	\$ 2,567,565	\$ 2,065,817	80.5%	19.5%
38	600		CULTURE/RECREATION	\$ 677,212	\$ 521,509	77.0%	23.0%
39	700		HOUSING & DEVELOPMENT	\$ 441,349	\$ 306,563	69.5%	30.5%
40	900		APPROPRIATIONS	\$ 336,171	\$ 316,758	94.2%	5.8%
41	950		COMPONENT UNITS	\$ 824,858	\$ 618,643	75.0%	25.0%
42			TOTAL GENERAL FUND EXPENDITURES	\$ 13,571,034	\$ 10,435,036	76.9%	23.1%

JASPER COUNTY BOARD OF COMMISSIONERS

FY2023 3RD QUARTER

FINANCIAL REPORT

JUNE 30, 2023

LINE #	DEPT #	EXPENDITURES	FY 2023 BUDGET	FY 2023 ACTUAL	% EXPENDED	% UNENCUMBERED
	100	GENERAL FUND -				
	100	GENERAL GOVERNMENT-				
43	01110	BOARD OF COMMISSIONERS	\$ 304,536	\$ 274,137	90.0%	10.0%
44	01300	EXECUTIVE	\$ 250,939	\$ 199,971	79.7%	20.3%
45	01400	ELECTIONS	\$ 38,284	\$ 35,613	93.0%	7.0%
46	01401	REGISTRAR	\$ 79,220	\$ 68,687	86.7%	13.3%
47	01510	FINANCIAL ADMINISTRATION	\$ 247,022	\$ 177,976	72.0%	28.0%
48	01540	HUMAN RESOURCES	\$ 97,574	\$ 62,862	64.4%	35.6%
49	01545	TAX COMMISSIONER	\$ 262,331	\$ 192,497	73.4%	26.6%
50	01150	TAX ASSESSOR	\$ 335,740	\$ 263,007	78.3%	21.7%
51	01565	GOV'T BUILDINGS	\$ 183,100	\$ 130,273	71.1%	28.9%
52	80000	DEBT SERVICE	\$ 393,767	\$ 287,876	73.1%	26.9%
53		TOTAL GENERAL GOVERNMENT	\$ 2,192,513	\$ 1,692,899	77.2%	22.8%
	200	JUDICIAL-				
54	02150	SUPERIOR COURT	\$ 407,940	\$ 290,894	71.3%	28.7%
55	02200	DISTRICT ATTORNEY	\$ 58,294	\$ 40,963	70.3%	29.7%
56	02400	MAGISTRATE COURT	\$ 143,763	\$ 110,946	77.2%	22.8%
57	02450	PROBATE COURT	\$ 207,153	\$ 147,133	71.0%	29.0%
58	02600	JUVENILE COURT	\$ 4,000	\$ 2,476	61.9%	38.1%
59	03100	COURTS: OTHER COSTS	\$ 118,526	\$ 86,803	73.2%	26.8%
60		TOTAL JUDICIAL	\$ 939,676	\$ 679,214	72.3%	27.7%
	300	PUBLIC SAFETY-				
61	03300	SHERIFF	\$ 2,726,559	\$ 1,954,643	71.7%	28.3%
62	03326	JAIL	\$ 1,106,822	\$ 899,504	81.3%	18.7%
63	03360	COURTHOUSE SECURITY	\$ 120,368	\$ 92,201	76.6%	23.4%
64	03550	FIRE RESCUE	\$ 1,426,756	\$ 1,041,663	73.0%	27.0%
65	03700	CORONER	\$ 32,260	\$ 18,341	56.9%	43.1%
66	03900	ANIMAL CONTROL	\$ 163,626	\$ 113,831	69.6%	30.4%
67	03920	EMERGENCY MANAGEMENT	\$ 15,300	\$ 113,448	741.5%	-641.5%
68		TOTAL PUBLIC SAFETY	\$ 5,591,690	\$ 4,233,631	75.7%	24.3%
69	400	PUBLIC WORKS-ROADS AND BRIDGES	\$ 2,567,565	\$ 2,065,817	80.5%	19.5%
	600	CULTURE/RECREATION-				
70	06100	RECREATION-	\$ 355,323	\$ 292,210	82.2%	17.8%
71	06200	SENIOR CENTER	\$ 321,889	\$ 229,300	71.2%	28.8%
72		TOTAL CULTURE/RECREATION	\$ 677,212	\$ 521,509	77.0%	23.0%
	700	HOUSING DEVELOPMENT-				
73	07100	COUNTY EXTENSION SERVICE	\$ 111,638	\$ 80,883	72.5%	27.5%
74	07410	PLANNING AND ZONING	\$ 329,711	\$ 225,680	68.4%	31.6%
75		TOTAL HOUSING AND DEVELOPMENT	\$ 441,349	\$ 306,563	69.5%	30.5%

JASPER COUNTY BOARD OF COMMISSIONERS

FY2023 3RD QUARTER

FINANCIAL REPORT

JUNE 30, 2023

			FY 2023 BUDGET	FY 2023 ACTUAL	% EXPENDED	% UNENCUMBERED
100	GENERAL FUND -					
DEPT #	EXPENDITURES					
900	APPROPRIATIONS/CONTINGENCY-					
76	572030 DEPT OF FAMILY AND CHILDRENS SERVICES	\$	10,375	\$ 7,781	75.0%	25.0%
77	572060 CONSERVATION	\$	3,000	\$ 1,500	50.0%	50.0%
78	572070 JC BOARD OF EDUCATION	\$	34,000	\$ 27,403	80.6%	19.4%
79	572080 PUTNAM-JASPER SUPPORT SERVICES	\$	5,760	\$ 4,320	75.0%	25.0%
80	572100 AZALEA REGIONAL LIBRARY	\$	97,260	\$ 72,945	75.0%	25.0%
81	572101 AZALEA REGIONAL LIBRARY - 2% LOST	\$	22,000	\$ 17,351	78.9%	21.1%
82	572110 GA FORESTRY	\$	15,876	\$ 15,876	100.0%	0.0%
83	572179 FAMILY CONNECTION	\$	8,500	\$ 6,375	75.0%	25.0%
84	572180 FAMILY CONNECTION	\$	52,500	\$ 33,404	63.6%	36.4%
85	572190 CHAMBER OF COMMERCE	\$	44,000	\$ 33,000	75.0%	25.0%
86	573000 JCSWA	\$	42,900	\$ 42,900	100.0%	0.0%
87	574000 CITY OF MONTICELLO EXCISE TAX*	\$	-	\$ 48,023		
88	575000 CITY OF SHADY DALE EXCISE TAX**	\$	-	\$ 5,880		
89	TOTAL APPROPRIATIONS/CONTINGENCY	\$	336,171	\$ 316,758	94.2%	5.8%
950	COMPONENT UNITS-					
90	611200 JASPER COUNTY HEALTH DEPARTMENT	\$	71,361	\$ 53,521	75.0%	25.0%
91	611300 ECONOMIC DEVELOPMENT AUTHORITY	\$	107,513	\$ 80,635	75.0%	25.0%
92	611400 E911 JOINT COUNTY AUTHORITY	\$	511,171	\$ 383,378	75.0%	25.0%
93	612540 TRANSFER TO LANDFILL	\$	148,915	\$ 111,686	75.0%	25.0%
94	618000 TRANSFER FROM CURBSIDE	\$	(14,102)	\$ (10,577)	75.0%	25.0%
95	TOTAL COMPONENT UNITS	\$	824,858	\$ 618,643	75.0%	25.0%

\*City of Monticello Retroactive Payment amount of \$45,832.77 paid on 12.8.22 per Intergovernmental Agreement dated November 14, 2012

\*\*City of Shady Dale Retroactive Payment amount of \$5,612.18 paid on 12.8.22 per Intergovernmental Agreement dated November 14, 2012

**Business Item 13:**

**Agenda Request – Jasper County BOC**

**Department:** Board of Commissioners

**Date:** May 1, 2023

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

**Summary:**

Schedule Work Sessions and Called Meetings as Needed

**Background:**

**Cost:**

**Recommended Motion:**