

**BOARD OF COUNTY COMMISSIONERS  
JASPER COUNTY, GEORGIA  
REGULAR MEETING AGENDA  
\*\*\*\*SMALL COURT ROOM – 2ND FLOOR\*\*\*\*  
MONTICELLO, GEORGIA  
June 5, 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"/>	

<b>II. Pledge of Allegiance –</b>
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<b>III. Invocation – District 2</b>
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<b>IV. Approval of Agenda</b>
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<b>V. Consent Agenda –</b>
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1. Approval of Minutes:
  - January 5, 2023 – Work Session Minutes
  - January 20, 2023 – Work Session Minutes
  - April 24, 2023 – Budget Work Session Minutes

2. Check Register – Check #'s **67618-67990**

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

1. A Public Hearing will be held for a rezoning request, 2023-REZ-001, for Pitts Chapel Road E, Newborn, GA 30056. The request is to rezone from AG (Agricultural) zoning district to RR (Rural Residential) zoning district to subdivide the original 7.86-acre tract into 2 tracts for 2 family members to build homes.
2. A Public Hearing will be held for a Future Land Use Map Amendment, 2023-FLU-001, for 435 Seven Island Rd, Monticello GA 31064, Map & Parcel 027 036C 001. The request is to amend the Future Land Use Map from Agriculture, Forestry, Fishing and Hunting to Residential Growth. The purpose of the petition is to cut out a 2-acre tract of the original lot (7.72 acres) to rezone to RES and leave the 5+ acre track as AG (Agricultural).
3. A Public Hearing will be held for a rezoning request, 2023-REZ-002, for 435 Seven Island Rd, Monticello GA 31064, Map & Parcel 027 036C 001. The request is to rezone a

2-acre portion of the tract from AG (Agricultural) zoning district to RES (Residential) zoning district. The purpose of the petitions is to cut out a 2-acre tract of the original lot (7.72 acres) and leave the 5+ acre track as AG (Agricultural).

4. A Public Hearing will be held for Amendments to Part II, Code of Ordinances, Chapter 109 – Planning and Chapter 119 – Zoning including Article VIII. – Board of Appeals and any other Articles or Sections of Chapter 119 as it relates to Zoning Procedures Law. The purpose of the amendment is to add corrective language to the notification process and for other purposes as it relates to HB 1405 as passed by the House and the State on July 1, 2022.

## **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. 2023-REZ-001 – Request to rezone 7.86 acres from AG (Agricultural) to RR (Rural Residential)
2. 2023-FLU-001 – Request to amend the Future Land Use Map to Residential Growth for 2 acres of a 7.72 acre tract to seek a rezoning for the 2 acres.
3. 2023-REZ-002 – Request to rezone 2 acres of a 7.72 acre tract from AG (Agricultural) to RES (Residential)
4. Ordinance Amendment to Chapters 109 & 119 regarding HB 1405
5. Employee Health Insurance Program – FY 2024
6. Judicial Alternatives of Georgia – Probation Services Contract Amendment – Superior Court
7. Judicial Alternatives of Georgia – Probation Services Contract – Probate Court
8. Judicial Alternatives of Georgia – Probation Services Contract – Magistrate Court
9. Georgia Public Defender Council - Georgia Indigent Defense Services Agreement FY 24
10. Human Resources and County Boards Report
11. Agenda Format Change Discussion Regarding Public Hearing and Action Item
12. FY 2024 Budget Discussion - Consensus to Advertise
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:** June 5, 2023

**Subject:** Approval of Minutes

#### **Summary:**

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

- January 5, 2023 – Work Session Minutes
- January 20, 2023 – Work Session Minutes
- April 24, 2023 – Budget Work Session Minutes

#### **Background:**

**Cost:** \$0

#### **Recommended Motion:**

##### **Approve minutes for:**

- January 5, 2023 – Work Session Minutes
- January 20, 2023 – Work Session Minutes
- April 24, 2023 – Budget Work Session Minutes

# Jasper County Board of Commissioners

January 5, 2023

## Joint Work Session Minutes

5:30 P.M.

Chairman Henry called the meeting to order at 5:30 p.m.

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

Staff Present: Mike Benton, County Manager, Sharon Robinson, Administrative Services Director, Judy Johnson, P&Z Director.

Commissioner Jernigan motioned to approve the agenda. Commissioner Jones seconded the motion, passed unanimously.

### **Work Session:**

#### **1. Subdivision Ordinances:**

Commissioner Stunkel started the meeting by addressing discussions on social media.

Both boards discussed the history of the amendments regarding lot size.

Commissioner Jernigan stated that he thinks we need to put a moratorium on the matter until we can do some more research and then bring it back before the board.

Ms. Johnson stated that the Comprehensive plan has to be submitted and approved by the state before October. She explained the structure of the steering committee. There are 18-20 members. We are asking everyone to complete the questionnaire which are due January 15<sup>th</sup>. There 10,216 lots in the county total; 1,735 lots that do not have homes on them. This information is for the entire county.

Commissioner Stunkel motioned to amend the agenda to include an Executive Session for potential litigation. Commissioner Jernigan seconded the motion, passed unanimously.

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Bruce Henry, Chairman

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Sharon S. Robinson, Clerk

# Jasper County Board of Commissioners

January 20, 2023

## Joint Work Session Minutes

9:00 A.M.

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

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

Staff Present: Mike Benton, County Manager, Sharon Robinson, Administrative Services Director, Judy Johnson, P&Z Director.

### **Work Session:**

#### **1. R-2 Zoning**

Commissioner Henry stated that he would like to see what the steps are to repeal the R-2 zoning.

Chairman Jernigan stated that he thinks we will need to cancel the moratorium and get through the steps of having the public meetings. According to Attorney Osborn since the state has a regulation in which you have to have a full acre lot in order to have a well.

Commissioner Ledford stated that we need to do away with R2 all together.

Chairman Jernigan stated that there are others that need to get rid of and cleaned up as well. We will take this up again at our next meeting and address getting all the designations cleaned up.

Commissioner Henry recommended that we get rid of R2 and the Village Plan.

Commissioner Jernigan stated that we could get rid of RL as well.

Judy Johnson stated that essentially the board has already got rid of the RL zoning because on the map there are not any of the RL zoning shown.

#### **2. Capital Improvements Element Update**

County Manager Mike Benton stated that the CIE updates are mandatory. He gave the balances for the departments that receives funds. He also went over the report of accomplishments. He discussed some possible future projects under the different plan elements.

For the Increase public education and awareness regarding recycling; Chairman Jernigan suggested that we get with Michael Walsh to see how we can make it possible for more people to recycle.

For the project implement disaster preparedness Plan, Commissioner Stunkel suggested that we assess our plan with the most recent storm. We should look at what went wrong and how we can approve.

Commissioner Henry ask what would it take to increase the impact fee.

Mike Benton stated that it would take a vote from the board.

**3. Use of RVs for housing during storm clean up.**

Commissioner Henry stated that some of the houses will be uninhabitable for a while. The people will need a place to stay. We should allow them on a temporary basis to live in their RV. He thinks they should be able to have a 6 month permit.

Commissioner Stunkel stated that we need to find out the average claim completion time is.

Commissioner Henry stated that we need to allow the Planning & Zoning to allow residents to use RVs while they rebuild. She can just let them know that paper work is coming.

Commissioner Stunkel stated that we need to make the RV usage a part of our Disaster Response Plan and look at doing a temporary for other disasters.

Commissioner Henry stated that he would like for us to take a look at having two approvals for the Jail Project invoices.

Commissioner Ledford requested an executive session for personnel.

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Don Jernigan, Chairman

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Sharon S. Robinson, Clerk

# Jasper County Board of Commissioners

April 24, 2023

## Joint Work Session 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 Present: Mike Benton, County Manager, Sharon Robinson, Administrative Services Director, Judy Johnson, P&Z Director.

Commissioner Jones opened with an invocation.

### **Work Session:**

#### **1. FY 2024 Budget:**

Mike Benton went discussed the digest. He also discussed revenue.

Commissioner Henry ask that an (s) is added to prior year for clarification.

Dennis Pate stated that interest is going up. He and Mike will look at meeting with the banks to see if they will give us some increase on what our deposits are earning.

Commissioner Stunkel stated that the Bank of Madison gives the JDA phenomenal rates.

Larissa Ruark presented the proposed budget for the Finance Department.

Sharon Robinson presented the proposed budget for the HR Department.

Dennis Pate discussed Debt with detail.

The board was presented with proposed budgets from all other departments.

Commissioner Henry asked about the increase for Magistrate. Mr. Benton explain that there was a change in the way that it is calculated.

For the Sheriff's proposed budget, Commissioner Stunkel suggested that we use prescriptions instead of drugs for the wording.

For the Public Works proposed budget, Mr. Benton suggested adding emulsion to the asphalt line item.

Mr. Benton stated that more work needs to be done on 911 budget.

Mr. Benton ask for Right-of-way to be corrected on Public Works capital expenditures.

Commissioner Stunkel motioned to go into Executive Session at 7:36 p.m. Commissioner Jones seconded the motion, passed unanimously.

Chairman Jernigan motioned to exit Executive Session at 8:21 p.m. Commissioner Jones seconded the motion, passed unanimously.

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Don Jernigan, Chairman

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Sharon S. Robinson, Clerk



**Consent Agenda – Item 2:**

**Agenda Request – Jasper County BOC**

**Department:** Board of Commissioners

**Date:** June 5, 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 **67618-67990**

**Public Hearing 1:**

**Agenda Request – Jasper County BOC**

**Department:** Planning and Zoning

**Date:** June 5, 2023

**Subject:** 2023-REZ-001 – Request to rezone 7.86 acres from AG (Agricultural) to RR (Rural Residential)

**Summary:** A Public Hearing will be held for a rezoning request, 2023-REZ-001, for Pitts Chapel Road E, Newborn, GA 30056. The request is to rezone from AG (Agricultural) zoning district to RR (Rural Residential) zoning district to subdivide the original 7.86-acre tract into 2 tracts for 2 family members to build homes.

**Background:** The Planning Commission held a public hearing for the request on 05/25/2023.

**Cost:** Required legal advertisement only

**Recommended Motion:** N/A

JASPER COUNTY  
BOARD OF COMMISSIONERS  
REQUEST FOR REZONING

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CASE NUMBER	2023-REZ-001
EXISTING LAND USE MAP	Residential Growth
PROPOSED LAND USE MAP	N/A
EXISTING ZONING	AG (Agricultural)
PROPOSED ZONING	RR (Rural Residential)
LOCATION	Pitts Chapel Road (Northeast Side) 408.06 Feet of Frontage PARCEL SIZE: 7.86 Acres TAX PARCEL: 005 095 (North side parcel only) COMMISSION DISTRICT: (5) Five
OWNER	Terryl White
PETITIONER	Terryl White
REPRESENTATIVE	Terryl White

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**APPLICANT'S INTENT** To rezone from AG (Agricultural) zoning district to RR (Rural Residential) zoning district to subdivide the original 7.86-acre tract into 2 tracts for 2 family members to build homes.

**HISTORY:** The Planning Commission held the public hearing on May 25, 2023 and recommended approval with a vote of 2-2.

There is also a request to table the Board of Commissioner's public hearing and decision on this case until the July 3, 2023 meeting as Mr. White will be out of town next week. The email is on the following page.

## Judy Johnson

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**From:** Terry White <terrylewhite22@yahoo.com>  
**Sent:** Thursday, June 1, 2023 4:23 PM  
**To:** Judy Johnson  
**Cc:** Beverly Hardeman  
**Subject:** Re: Meeting email

Hello! I will be in California until the 9th of June. Can we please move my case to the July 3rd meeting?  
Thanks!

Sent from my iPhone

On Jun 1, 2023, at 4:03 PM, Judy Johnson <jjohnson@jaspercountygva.org> wrote:

Hi Terry,

Please send the email for Monday's meeting.

Thank you,

Judy Johnson  
Planning & Zoning Director  
Jasper County  
126 W Greene Street, Suite 17  
Monticello, GA 31064  
706-468-4940 - office  
Email: [jjohnson@jaspercountygva.org](mailto:jjohnson@jaspercountygva.org)

**SUBJECT SITE AND SURROUNDING AREA:**

**SUBJECT SITE:** The subject site is 7.86 acres, located on the north side of Pitts Chapel Road, is zoned AG (Agricultural), and is currently undeveloped.

**NEARBY AND ADJACENT PROPERTIES/ZONINGS:**

**North**

Use: Scattered single-family residential (Existing) & Farmland  
Zone: A (Agricultural)

**East**

Use: Scattered single-family residential (Existing) & Farmland  
Zone: A (Agricultural)

**South, Across Edwards Rd**

Use: Scattered single-family residential (Existing) & Farmland  
Zone: A (Agricultural)

**West**

Use: Scattered single-family residential (Existing) & Farmland  
Zone: A (Agricultural) & RR (Rural Residential) for 2 lots in Hawks Nest  
Subdivision

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**FINDINGS:**

Planning Staff, concerning each application, investigate and present a finding with respect to the factors below, as well as any other factors it may find relevant, pursuant to **Sec. 620-060**.

- A. WHETHER THE ZONING PROPOSAL WILL PERMIT A USE THAT IS SUITABLE IN VIEW OF THE USE AND DEVELOPMENT OF ADJACENT AND NEARBY PROPERTY.

**FINDING:** The proposed use may be suitable for the subject site considering the use is for residential homes.

- B. WHETHER THE ZONING PROPOSAL WILL ADVERSELY AFFECT THE EXISTING USE OR USABILITY OF ADJACENT OR NEARBY PROPERTY.

**FINDING:** Staff views the proposed zoning as consistent with the existing pattern of transition in land use intensity and does not anticipate adverse affects to the development of surrounding properties.

- C. WHETHER THE PROPERTY TO BE AFFECTED BY THE ZONING PROPOSAL HAS A REASONABLE ECONOMIC USE AS CURRENTLY ZONED.

**FINDING:** The subject site may have a reasonable use as currently zoned.

D. WHETHER THE ZONING PROPOSAL WILL RESULT IN A USE WHICH WILL OR COULD CAUSE AN EXCESSIVE BURDENSOME USE OF EXISTING STREETS, TRANSPORTATION FACILITIES, UTILITIES, OR SCHOOLS.

**FINDING:** Staff does not anticipate the proposed use will have a significant impact on the facilities and utilities serving the area as the request is only for 1 additional lot.

E. WHETHER THE ZONING PROPOSAL IS IN CONFORMITY WITH THE POLICIES AND INTENT OF THE FUTURE LAND USE PLAN.

**FINDING:** The proposed development is consistent with the density range suggested on the Future Land Use Map, as well as Plan policies.

F. WHETHER THERE ARE OTHER EXISTING OR CHANGING CONDITIONS AFFECTING THE USE AND DEVELOPMENT OF THE PROPERTY WHICH GIVE SUPPORTING GROUNDS FOR EITHER APPROVAL OR DISAPPROVAL OF THE ZONING PROPOSAL.

**FINDING:** Existing zonings and current single-family residential development trends in the area and adopted land use policies support this request for single family residential development.

**CONCLUSION TO FINDINGS:**

Staff is of the opinion that the petition is consistent with the policy and intent of the Comprehensive Land Use Plan.

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**NOTICE SIGN**





## AERIAL MAP



## ZONING MAP

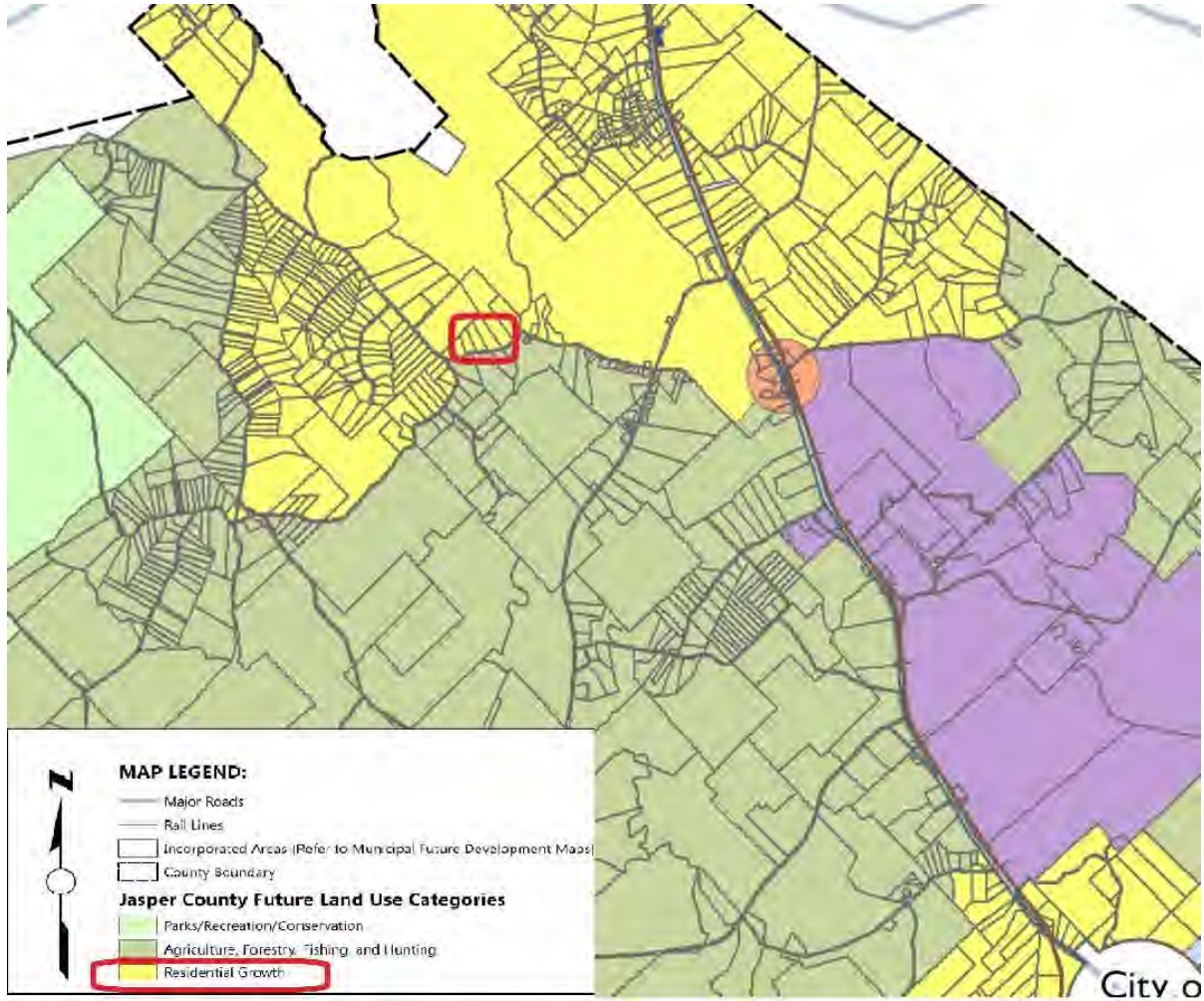


Key Code:  
Light Green – Agricultural Zoning  
Dark Green – Rural Residential

2023-REZ-001  
Planning Commission – 05/25/2023  
Board of Commissioners – 06/05/2023



# FUTURE LAND USE MAP





**APPLICANT'S INFORMATION**

**REZONING APPLICATION  
JASPER COUNTY ZONING ORDINANCE**

DATE RECEIVED MARCH 27<sup>th</sup> 2023 REZ

ADDRESS/LOCATION OF TRACK Pitts Chapel Road East TAX MAP 005-095 North side

ACRES 7.86 CURRENT ZONING AG PROPOSED ZONING: RR

PROPOSED USE: Two Homes

APPLICANT Terry White OWNER Terry White

ADDRESS 70 Maple Leaf Dr. ADDRESS same

Oxford, GA 30054  
PHONE 678-894-5371 PHONE 678-894-5371

EMAIL [REDACTED] EMAIL [REDACTED]

THE FOLLOWING DOCUMENTS MUST BE ATTACHED BEFORE APPLICATION CAN BE ACCEPTED:

1. A PLAT OF PROPERTY SHOWING ITS LOCATION, AREA, EXISTING STRUCTURES, AND CURRENT ZONING DISTRICT OF THE PROPERTY AND ALL ABUTTING PROPERTIES.
2. A DEED WITH LEGAL DESCRIPTION SHOWING TITLE OF THE PROPERTY.
3. A SITEPLAN SHOWING THE PROPOSED USE OF THE PROOERTY.
4. A LETTER OF INTENT DESCRIBING THE REASON FOR REQUEST.
5. FILING FEE OF \$500 PAYABLE TO JASPER COUNTY ZONING OFFICE. - pd 3/27/23 jdg
6. A "DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND GIFTS" FORM.
7. IF PROPERTY OWNER AND APPLICANT ARE NOT THE SAME, AN AGENT AUTHORIZATION FORM.

I HEREBY AUTHORIZE THE JASPER COUNTY PLANNING AND ZONING COMMISSION AND STAFF TO INSPECT THE ABOVE-DESCRIBED PROPERTY. IN SIGNING THIS APPLICATION, I HEREBY STATE ALL INFORMATION GIVEN BY ME IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE. I AGREE TO ABIDE BY ALL LAWS AND ORDINANCES REGULATING USE OF PROPERTY IN JASPER COUNTY.

SIGNATURE OF APPLICANT Terry White DATE 03/27/2023

PUBLIC HEARING BEFORE JASPER COUNTY BOARD OF COMMISSIONERS 5-01-23

RECOMMENDATION \_\_\_\_\_ CHARIMAN/DATE \_\_\_\_\_

APPROVED \_\_\_\_\_ DENIED \_\_\_\_\_ CONDITIONS? \_\_\_\_\_

NOTES:

## LETTER OF INTENT

**Judy Johnson**

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**From:** Terry White <[REDACTED]>  
**Sent:** Monday, March 27, 2023 8:34 PM  
**To:** Judy Johnson  
**Cc:** [REDACTED]  
**Subject:** Pitts Chapel Road Terry White Property Rezoning from AG to RR

**Importance:** High

Dear Board of Commissioners:

I am writing this email in hopes that you would consider rezoning my 7.86 acres from AG to Rural Residential. When I bought the land I did research to see how many acres I needed to build two homes. I thought I only needed 3 acres per property but I did not know that on AG land you needed 5 acres. The reason I need two homes on the property is my wife is handicapped and will be confined to a wheelchair in the coming years so I need assistance with her needs such as doctors appointments, general care and what she needs from day to day. I was gifting my daughter 3 acres so she could help out and build her future home for her growing family. I have spoken with my neighbors to the left and right and also across the street from my property and they all have zero issues with what we plan to do.

The property would be split into two plots. One would be 3 acres and the other would be 4.86 if you allow me to rezone the acreage. We also have 115 ft of road frontage so this would not be an issue for the two homes as I understand you need 200ft per home.

Thank You for your consideration and I look forward to being a part of the Jasper County community.

Terry White

## REZONING IMPACT RESPONSES FROM APPLICANT

**ANSWER THE FOLLOWING:**

Pursuant to ARTICLE IX. – AMENDMENTS, Sec. 119-442. - Procedure for amendments., subsection e., "A written report providing an answer and analysis for each of the following standards:"

1. Does the zoning proposal permit a use that is suitable in view of the use and development of adjacent and nearby property?

Yes! It is for residential purposes

2. Does the zoning proposal adversely affect the existing use or usability of adjacent or nearby property?

NO

3. Does the property to be affected by the zoning proposal have a reasonable economic use as currently zoned?

Yes! I can't build a home for my daughter who will be taking care of my wife ~~and~~ who is handicapped.

4. Does the zoning proposal result in a use that will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities or schools?

NO

5. Does the zoning proposal conform to the policy and intent of the comprehensive land use plan?

Yes

6. Are there other existing or changing conditions affecting the use and development of the property which, because of their impact on the public health, safety, morality and general welfare of the community, give supporting grounds for either approval or disapproval of the zoning proposal?

NO

## LETTER OF SUPPORT

**Judy Johnson**

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**From:** Terry White <[REDACTED]>  
**Sent:** Thursday, May 18, 2023 8:55 AM  
**To:** Judy Johnson  
**Subject:** Fwd: Letter Of Support For Rezoning

Sent from my iPhone

Begin forwarded message:

**From:** Andy <[REDACTED]>  
**Date:** May 18, 2023 at 5:51:14 AM CDT  
**To:** [REDACTED]  
**Subject:** Letter Of Support For Rezoning

To whom it may concern,

My name is Andy Bishop. My wife, Monica, and I have met the Whites on several occasions and look forward to having them as neighbors. We support their efforts to help their family, and therefore do not oppose their petition for rezoning.

Regards  
Andy and Monica Bishop  
1312 Pitts Chapel E  
Newborn, GA 30056

Sent from my iPhone

## LETTER OF SUPPORT

**Judy Johnson**

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**From:** Terry White <[REDACTED]>  
**Sent:** Monday, May 22, 2023 11:38 PM  
**To:** Judy Johnson  
**Subject:** Fwd: Pitts Chapel Road

Sent from my iPhone

Begin forwarded message:

**From:** Paul Zimmerman <[REDACTED]>  
**Date:** May 8, 2023 at 2:13:00 PM EDT  
**To:** [REDACTED]  
**Subject:** Pitts Chapel Road

Hey Terry,

Please feel free to share this email and/or the gist of it with anyone you'd like to.

Laura and I have no problem with the Rezoning of the land you own on Pitts Chapel Road in Jasper County.

I understand that you have enough road frontage to build 2 homes, and you certainly have enough land to do so in our opinion.

If anyone has any questions for us, feel free to direct them to my email or cell phone listed below.

Best of luck!

Paul

Paul R. Zimmerman  
[REDACTED]  
[REDACTED]

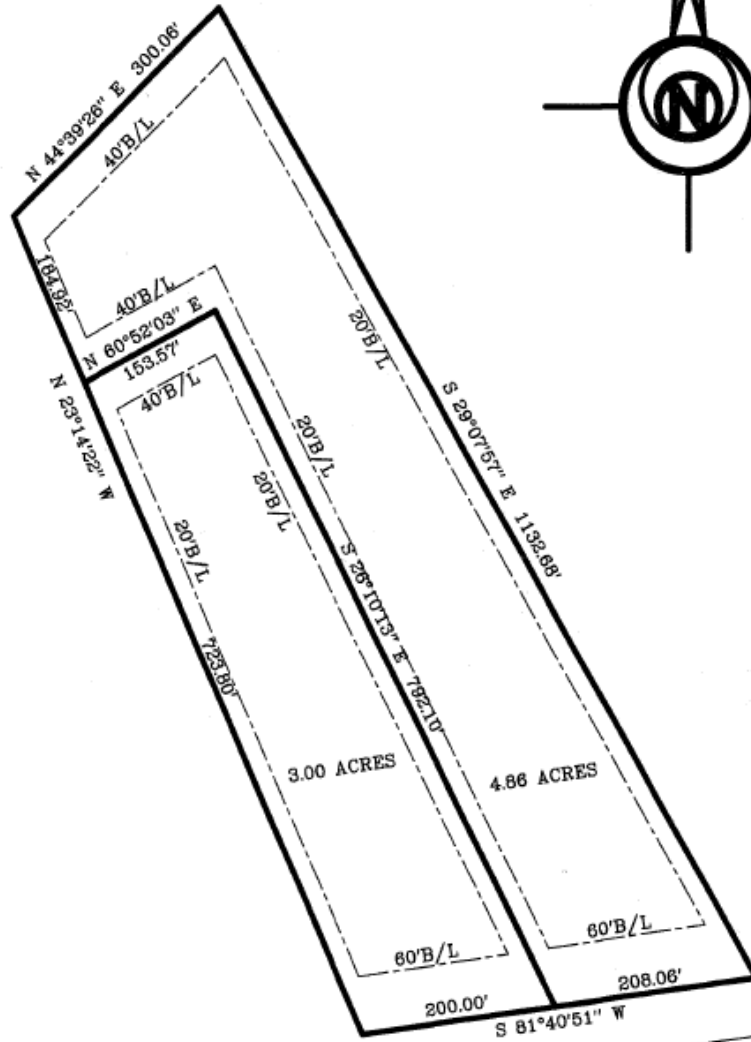
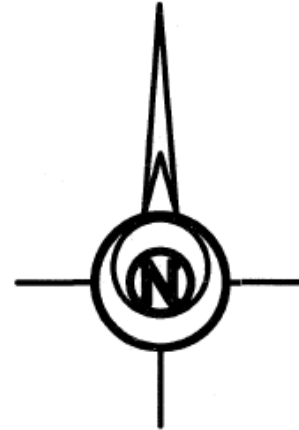
Sent from my iPhone

**ORIGINAL PLAT SHOWING LOT 3**



# SITE PLAN

TRACT 3 OF  
JOE-LEE PROPERTIES



SURVEY FOR:  
**TERRY WHITE &  
CHASE GARRETT**  
LAND LOT 221 - 18th DISTRICT  
**JASPER COUNTY, GEORGIA**

DATE: 04-05-2023  
SCALE: 1"=150'

PITTS CHAPEL ROAD

**Public Hearing 2:**

**Agenda Request – Jasper County BOC**

**Department:** Planning and Zoning

**Date:** June 5, 2023

**Subject:** 2023-FLU-001 – Request to amend the Future Land Use Map to Residential Growth for 2 acres of a 7.72 acre tract to seek a rezoning for the 2 acres.

**Summary:** A Public Hearing will be held for a Future Land Use Map Amendment, 2023-FLU-001, for 435 Seven Island Rd, Monticello GA 31064, Map & Parcel 027 036C 001. The request is to amend the Future Land Use Map from Agriculture, Forestry, Fishing and Hunting to Residential Growth. The purpose of the petition is to cut out a 2-acre tract of the original lot (7.72 acres) to rezone to RES and leave the 5+ acre track as AG (Agricultural).

**Background:** The Planning Commission held a public hearing for the request on 05/25/2023.

**Cost:** Required legal advertisement only

**Recommended Motion:** N/A

**Cost:** Required legal advertisement only

**Recommended Motion:** N/A



JASPER COUNTY  
BOARD OF COMMISSIONERS

FUTURE LAND USE MAP AMENDMENT

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CASE NUMBER	2023-FLU-001
EXISTING LAND USE MAP	AF (Agriculture/Forestry)
PROPOSED LAND USE MAP	Residential
EXISTING ZONING	AG (Agriculture)
LOCATION	435 Seven Island Rd (North Side) 454+ Feet of Frontage Stone Road (East Side) 656.41 Feet of Frontage Hwy 212 (South Side) 459.97 Feet of Frontage PARCEL SIZE: 2+ Acres of a 7.72-acre Tract TAX PARCEL: 027 036C 001 COMMISSION DISTRICT: (4) Four
OWNER	Robert Batchelor III and Andrew Batchelor
PETITIONER	Robert Batchelor Jr
REPRESENTATIVE	Robert Batchelor Jr

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APPLICANT'S INTENT	To amend the Future Land Use Map from AF (Agriculture/Forestry) to RR (Rural Residential) to be able to request a rezone for a 2+acre tract to RES (Residential). There is a companion rezoning petition, 2023-REZ-002.
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**HISTORY:** The Planning Commission held the public hearing on May 25, 2023 and recommended to not approve the Future Land Use Map amendment and to consider the Rezoning petition without the FLUM amendment.

**FUTURE LAND USE MAP AMENDMENT REQUEST:**

Existing: Agricultural, Forestry, Fishing, and Hunting  
Proposed: Residential Growth

**SURROUNDING MAP DESIGNATION AND LAND USES:**

**North, Across Hwy 212**

Map Designation: Agricultural, Forestry, Fishing, and Hunting  
Land Use: Scattered Single-Family Residences, Agricultural Land  
Zoning: AG (Agricultural)

**East**

Map Designation: Agricultural, Forestry, Fishing, and Hunting  
Land Use: Scattered Single-Family Residence (Existing)  
Zoning: AG (Agricultural)

**South, across Seven Island Rd**

Map Designation: Agricultural, Forestry, Fishing, and Hunting  
Land Use: Single-Family Residence (Existing) and a cemetery  
Zoning: RES (Residential) & AG (Agricultural)

**West**

Map Designation: Agricultural, Forestry, Fishing, and Hunting  
Land Use: Single-Family Residence (Existing)  
Zoning: AG (Agricultural)

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**Staff Analysis:**

**Comprehensive Plan**

Pursuant to the Jasper County Comprehensive Plan the following land use designation of Residential Growth is correlated with the following Appropriate Land Uses and Policies:

**Residential Growth**

Residential Growth identifies established residential neighborhoods and areas experiencing a transition to residential development. Within these areas, protection of natural resources and undeveloped open spaces is emphasized. Goals for developments within these areas include: minimization of impervious surfaces, protection of existing tree canopies, internal and external walkable/bikeable connectivity, and the incorporation of landscaping, parks, and recreational trails.

Higher densities may be allowed within conservation subdivisions (with clustered development to maximize greenspace) and in areas located in proximity to activity or employment centers and adequately served by supportive infrastructure. Conservation subdivisions or traditional neighborhood development styles should be used in place of traditional suburban design. Neighborhood-level commercial activity may be appropriate as a secondary use, provided it is developed within the character of the neighborhood. These areas are also designed to accommodate recreation, education, public administration, health care, and/or other institutional land uses.

---

**FINDINGS:**

Planning Staff, concerning each application, investigate and present a finding with respect to the factors below:

A. DOES THE PROPOSED AMENDMENT PERMIT USES THAT ARE SUITABLE IN VIEW OF THE USE AND DEVELOPMENT OF ADJACENT AND NEARBY PROPERTY?

**FINDING:** Given the proximity to similar uses of property and the zoning classification across the street from the subject site, the map amendment may be appropriate for the area; however, pursuant to Sec. 119-447, subsection (2), would allow the Board to consider amending the zoning map (aka rezoning the property) without amending the comprehensive land use plan (aka Future Land Use Map).

Reference Chapter 119 of the Code of Ordinance, Sec. 119-447, subsection (2) The zoning map may be amended without an amendment to the comprehensive land use plan if the proposed amendment would permit a use that is permitted by the comprehensive land use plan.

B. DOES THE PROPOSED AMENDMENT ADVERSELY AFFECT THE EXISTING USE OR USABILITY OF ADJACENT OR NEARBY PROPERTY?

**FINDING:** In Staff's opinion, the proposed map amendment will not have an adverse effect on the use or usability of adjacent and nearby properties as there is no increased density for this one lot; however, the Board may want to apply the standard in #A. above's Finding to consider the Rezoning without amending the

comprehensive land use plan to keep consistency in the overall vision of the county for this area.

C. WILL THE PROPOSED AMENDMENT RESULT IN USES THAT WILL OR COULD CAUSE AN EXCESSIVE OR BURDENSOME USE OF EXISTING STREETS, TRANSPORTATION FACILITIES, UTILITIES OR SCHOOLS?

**FINDING:** In Staff's opinion, the proposed map amendment will not cause an excessive or burdensome use of streets, transportation facilities, utilities or schools as there is no increased density and the request is to create 1 (one) new lot. However, the Board may want to apply the standard in #A. above's Finding to consider the Rezoning without amending the comprehensive land use plan.

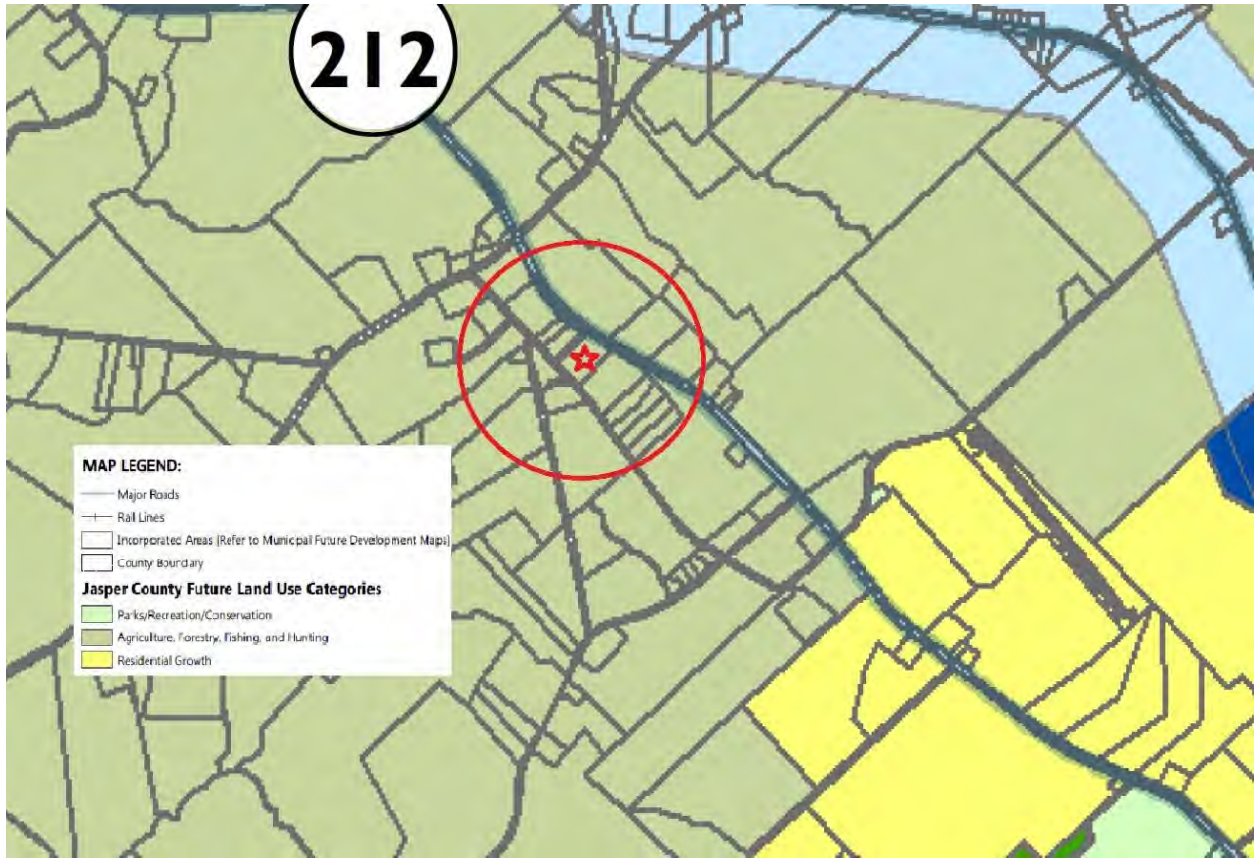
D. ARE THERE OTHER EXISTING OR CHANGING CONDITIONS AFFECTING THE USE AND DEVELOPMENT OF THE USE AND DEVELOPMENT OF THE PROPERTY WHICH, BECAUSE OF THEIR IMPACT ON THE PUBLIC HEALTH, SAFETY, MORALITY AND GENERAL WELFARE OF THE COMMUNITY, GIVE SUPPORTING GROUNDS FOR EITHER APPROVAL OR DISAPPROVAL OF THE PROPOSED AMENDMENT?

**FINDING:** While the creation of 1 additional lot will not have any notable impact on the Public Health, Safety, Morality or General Welfare of the Community, the Board may want to apply the standard in #A. above's Finding to consider the Rezoning without amending the comprehensive land use plan.

**CONCLUSION:**

Given the request is to create 1 additional lot with an existing home and the Ordinance allowance to consider the Rezoning application without amending the Comprehensive Land Use Plan/Future Land Use Map, it may be more appropriate to not change the designation so that there is not a small 2-acre area within a larger portion of future land use designated as Agriculture, Forestry, Fishing and Hunting.

**EXISTING FUTURE LAND USE MAP**



**ZONING MAP**





## AERIAL MAP



**SIGNS**  
**HWY 212 FRONTAGE**



A screenshot of a mobile map application. At the top, it shows the time 8:59 and signal strength. The location is identified as Jasper County, GA. The map interface includes a search bar and navigation controls. A specific property is highlighted with a red outline. Below the map, a property information card is visible, listing the owners as Batchelor Robert Nolan III &amp; Andrew Paul, the address as 435 Seven Island Rd, and the property details as 7.72 Acres with a value of \$215,200. The browser address bar at the bottom shows 'qpublic.schneidercorp.com'.

2023-FLU-001  
Related Cases 2023-REZ-002  
Planning Commission 5/25/2023  
Board of Commissioners 06/05/2023



# STONE ROAD FRONTAGE





# SEVEN ISLAND ROAD FRONTAGE

A screenshot of a mobile map application. At the top, the time is 9:04 and the location is Jasper County, GA. The map shows a property on Seven Island Rd, outlined in red. The property is located between Seven Island Rd and State Route 212. Below the map, a property information card displays:

BATCHELOR ROBERT NOLAN III & ANDREW PAUL  
435 SEVEN ISLAND RD  
7.72 Acres Value \$215,200

Below the card are links for "View: Report" and "Field Definitions". At the bottom of the screen, the browser address bar shows "qpublic.schneidercorp.com".

2023-FLU-001  
Related Cases 2023-REZ-002  
Planning Commission 5/25/2023  
Board of Commissioners 06/05/2023

**APPLICANT'S INFORMATION**

**REZONING APPLICATION**  
**JASPER COUNTY ZONING ORDINANCE**

FLU

DATE RECEIVED 2023 REZ 05/2 / FLU 23-001  
ADDRESS/LOCATION OF TRACT 435 Seven Isl Rd. TAX MAP \_\_\_\_\_  
ACRES approx 2.2 CURRENT ZONING AG PROPOSED ZONING: RES  
PROPOSED USE: Residential - existing home  
APPLICANT Robert N. Batchelor Jr OWNERS Robert N. Batchelor III  
Andrew Paul Batchelor  
ADDRESS 59 Stone Rd. Mcells 31064 ADDRESS 1196 Skyline Dr, Toccoa GA 30577  
PHONE [REDACTED] PHONE [REDACTED]  
EMAIL [REDACTED] EMAIL [REDACTED]

THE FOLLOWING DOCUMENTS MUST BE ATTACHED BEFORE APPLICATION CAN BE ACCEPTED:

1. A PLAT OF PROPERTY SHOWING ITS LOCATION, AREA, EXISTING STRUCTURES, AND CURRENT ZONING DISTRICT OF THE PROPERTY AND ALL ADJUTING PROPERTIES.
2. A DEED WITH LEGAL DESCRIPTION SHOWING TITLE OF THE PROPERTY.
3. A SITEPLAN SHOWING THE PROPOSED USE OF THE PROPERTY.
4. A LETTER OF INTENT DESCRIBING THE REASON FOR REQUEST.
5. FILING FEE OF \$500 PAYABLE TO JASPER COUNTY ZONING OFFICE.
6. A "DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND GIFTS" FORM.
7. IF PROPERTY OWNER AND APPLICANT ARE NOT THE SAME, AN AGENT AUTHORIZATION FORM.

I HEREBY AUTHORIZE THE JASPER COUNTY PLANNING AND ZONING COMMISSION AND STAFF TO INSPECT THE ABOVE-DESCRIBED PROPERTY. IN SIGNING THIS APPLICATION, I HEREBY STATE ALL INFORMATION GIVEN BY ME IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE. I AGREE TO ABIDE BY ALL LAWS AND ORDINANCES REGULATING USE OF PROPERTY IN JASPER COUNTY.

SIGNATURE OF APPLICANT Robert N. Batchelor Jr DATE 11/7/2023

PUBLIC HEARING BEFORE JASPER COUNTY BOARD OF COMMISSIONERS \_\_\_\_\_

RECOMMENDATION \_\_\_\_\_ CHAIRMAN/DATE \_\_\_\_\_

APPROVED \_\_\_\_\_ DENIED \_\_\_\_\_ CONDITIONS? \_\_\_\_\_

NOTES: Next Future Land Use for  
Current Ag, Forestry, Fishing & Hunting

## **APPLICANT'S RESPONSE TO STANDARDS**

### FUTURE LAND USE MAP AMENDMENT QUESTIONS:

- 1. Does the proposed amendment permit uses that are suitable in view of the use and development of adjacent and nearby property?**

Yes. This property is part of a 7.2 acre tract that has two existing homes. The owner originally built the second home for his elderly parents, who are now deceased. This second home is being sold to an existing neighbor with approximately 2.2 acres. The home is currently damaged from a kitchen fire, and will be restored and inhabited once again.

- 2. Does the proposed amendment adversely affect the existing use or usability of adjacent or nearby property?** Not at all. There is an existing home on the property, originally built for the owner's parents, who are deceased. The home will simply be renovated and used once more as a residence. Terms of sale have been agreed upon between Robert Batchelor and neighbor Merle Yoder.

- 3. Will the proposed amendment result in uses that will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities or schools?** No. This home was previously permitted and built as a single family residence. It is simply being sold to a next door neighbor who will utilize it once again as a single family home.

- 4. Are there other existing or changing conditions affecting the use and development of the property which, because of their impact on the public health, safety, morality and general welfare of the community, give supporting grounds for either approval or disapproval of the proposed amendment?** No. This is a quiet, rural community. No changes are being made other than a home being sold from one neighbor to another. Surrounding neighbors have been made aware of the ownership swap, and have no reservations whatsoever.

## LETTERS OF SUPPORT

April 24, 2023

From:  
Robert (Bobby) Batchelor  
57 Stone Road  
Monticello Georgia 31064

Dear Neighbor,

I own approximately 7.7 acres that border both Stone Road and Seven Island Road. This property has two houses: my cabin where I reside at 57 Stone Road, and a home in disrepair at 485 Seven Island Road. The latter was built for my parents, and has been unused since their deaths.

Merle Yoder, who resides at 484 Seven Island Road, wishes to purchase my parents' former home across the road from his residence, with a little over 2 acres, and restore and renovate the home. He will utilize it again as a family residence. Terms of sale have been agreed upon by Mr. Yoder and myself. Due to the size of the acreage to be sold, that tract will need to be rezoned from agricultural to residential.

Application has been made to the Planning and Zoning Board for this change, and I am seeking your approval and agreement that this existing home again being inhabited has no negative effect on our quiet neighborhood, and even enhances the neighborhood, due to the home repair that will take place. No additional structures are planned, simply a repair of the existing house.

I would greatly appreciate your agreement.

---

I have no objections to the above described rezoning.

Jay Childers  
Name-Printed

295 Seven Island Rd Monticello, GA 31064  
Address

Jay Childers 5/1/2023  
Signature Date

April 24, 2023

From:  
Robert (Bobby) Batchelor  
57 Stone Road  
Monticello Georgia 31064

Dear Neighbor,

I own approximately 7.7 acres that border both Stone Road and Seven Island Road. This property has two houses: my cabin where I reside at 57 Stone Road, and a home in disrepair at 485 Seven Island Road. The latter was built for my parents, and has been unused since their deaths.

Merle Yoder, who resides at 484 Seven Island Road, wishes to purchase my parents' former home across the road from his residence, with a little over 2 acres, and restore and renovate the home. He will utilize it again as a family residence. Terms of sale have been agreed upon by Mr. Yoder and myself. Due to the size of the acreage to be sold, that tract will need to be rezoned from agricultural to residential.

Application has been made to the Planning and Zoning Board for this change, and I am seeking your approval and agreement that this existing home again being inhabited has no negative effect on our quiet neighborhood, and even enhances the neighborhood, due to the home repair that will take place. No additional structures are planned, simply a repair of the existing house.

I would greatly appreciate your agreement.

I have no objections to the above described rezoning.

David Artesa  
Name-Printed

321 Seven Island Rd. Monticello, GA 31064  
Address

David Artesa 5/1/23  
Signature Date

**May 24, 2023**

From:  
Clifford and Joneen Padgett  
485 Seven Island Road  
Monticello, GA 31064

To Jasper County Planning and Zoning,

We own approximately 13 acres that border Robert Batchelor's property located both on Stone Road and Seven Island Road.

We are in total agreement with the application for rezoning that has been made by Mr. Batchelor to allow the Yoders to purchase 2 acres of this adjoining property.

We have absolutely no objections to this rezoning and are in complete agreement to this endeavor.

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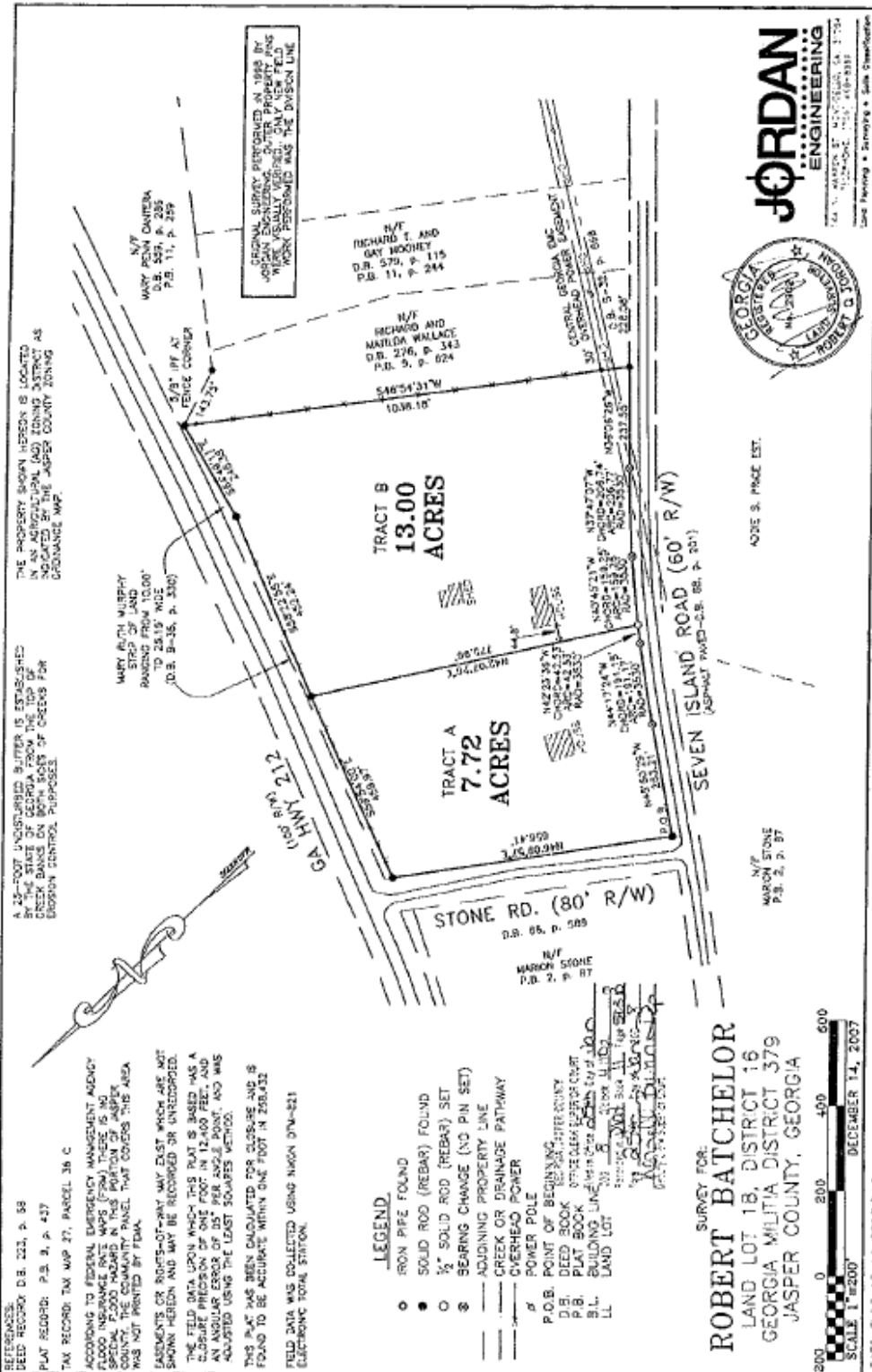
We have no objections to the above described rezoning.

Clifford and Joneen Padgett  
Name printed

485 Seven Island Rd Monticello, GA  
Address

Clifford + Joneen Padgett 5/24/23  
Signature ~~XXXXXXXXXXXXXXXXXXXX~~ Date

PLAT OF PROPERTY



2023-FLU-001  
 Related Cases 2023-REZ-002  
 Planning Commission 5/25/2023  
 Board of Commissioners 06/05/2023



SITE PLAN





### **Public Hearing 3:**

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

**Department:** Planning and Zoning

**Date:** June 5, 2023

**Subject:** 2023-REZ-002 – Request to rezone 2 acres of a 7.72 acre tract from AG (Agricultural) to RES (Residential)

**Summary:** A Public Hearing will be held for a rezoning request, 2023-REZ-002, for 435 Seven Island Rd, Monticello GA 31064, Map & Parcel 027 036C 001. The request is to rezone a 2-acre portion of the tract from AG (Agricultural) zoning district to RES (Residential) zoning district. The purpose of the petitions is to cut out a 2-acre tract of the original lot (7.72 acres) and leave the 5+ acre track as AG (Agricultural).

**Background:** The Planning Commission held a public hearing for the request on 05/25/2023.

**Cost:** Required legal advertisement only

**Recommended Motion:** N/A

JASPER COUNTY  
BOARD OF COMMISSIONERS

REQUEST FOR REZONING

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CASE NUMBER	2023-REZ-002
EXISTING LAND USE MAP	AF (Agriculture/Forestry) (Current unless amended in companion petition 2023-FLU-001)
EXISTING ZONING	AG (Agriculture)
PROPOSED ZONING	RES (Residential)
LOCATION	435 Seven Island Rd (North Side) 454+ Feet of Frontage Stone Road (East Side) 656.41 Feet of Frontage Hwy 212 (South Side) 459.97 Feet of Frontage PARCEL SIZE: 2+ Acres of a 7.72-acre Tract TAX PARCEL: 027 036C 001 COMMISSION DISTRICT: (4) Four
OWNER	Robert Batchelor III and Andrew Batchelor
PETITIONER	Robert Batchelor Jr
REPRESENTATIVE	Robert Batchelor Jr

---

**APPLICANT'S INTENT** The purpose of the petition is to cut out a 2-acre tract of the original lot (7.72 acres) to rezone to RES and leave the 5+ acre track as AG (Agricultural).

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**HISTORY:** The Planning Commission held the public hearing on May 25, 2023 and recommended denial of the request stating it was spot zoning and leaping across a zoning classification.

**SURROUNDING MAP DESIGNATION AND LAND USES:**

**SUBJECT SITE:** The subject site is 7.72 acres, with road frontage on three roads, Hwy 212, Stone Road, and Seven Island Road, is zoned AG (Agricultural), and currently has 2 existing homes. The proposal is to cut out a 2+acre tract from the corner of Seven Island Road and Stone Road with one home requested for rezoning and leaving the remaining 5+acre tract as AG (Agricultural)

**North, Across Hwy 212**

Land Use: Scattered Single-Family Residences, Agricultural Land

Zoning: AG (Agricultural)

**East**

Land Use: Scattered Single-Family Residence (Existing)

Zoning: AG (Agricultural)

**South, across Seven Island Rd**

Land Use: Single-Family Residence (Existing) and a cemetery

Zoning: RES (Residential) & AG (Agricultural)

**West**

Land Use: Single-Family Residence (Existing)

Zoning: AG (Agricultural)

---

**FINDINGS:**

Planning Staff, concerning each application, investigate and present a finding with respect to the factors below, as well as any other factors it may find relevant, pursuant to **Sec. 620-060**.

- A. WHETHER THE ZONING PROPOSAL WILL PERMIT A USE THAT IS SUITABLE IN VIEW OF THE USE AND DEVELOPMENT OF ADJACENT AND NEARBY PROPERTY.

**FINDING:** The proposed single-family residential use is suitable for the subject site.

- B. WHETHER THE ZONING PROPOSAL WILL ADVERSELY AFFECT THE EXISTING USE OR USABILITY OF ADJACENT OR NEARBY PROPERTY.

**FINDING:** In Staff's opinion, the proposed 2-acre lot will not have an adverse effect on the use or usability of adjacent and nearby properties.

C. WHETHER THE PROPERTY TO BE AFFECTED BY THE ZONING PROPOSAL HAS A REASONABLE ECONOMIC USE AS CURRENTLY ZONED.

**FINDING:** The subject site may have a reasonable use as currently zoned; however, it could not be further subdivided.

D. WHETHER THE ZONING PROPOSAL WILL RESULT IN A USE WHICH WILL OR COULD CAUSE AN EXCESSIVE BURDENSOME USE OF EXISTING STREETS, TRANSPORTATION FACILITIES, UTILITIES, OR SCHOOLS.

**FINDING:** Staff does not anticipate the proposed use will have a significant impact on the facilities and utilities serving the area as the request is only for 1 additional lot.

E. WHETHER THE ZONING PROPOSAL IS IN CONFORMITY WITH THE POLICIES AND INTENT OF THE FUTURE LAND USE PLAN.

**FINDING:** The Jasper County Zoning Ordinance requires that at Future Land Use Map amendment be considered if the requested zoning does not align with the existing Future Land Use Map. The applicant did apply for a companion amendment, 2023-FLU-001. However, the Jasper County Zoning Ordinance also allows the Board of Commissioners to consider the rezoning request without amending the Future Land Use Map.

F. WHETHER THERE ARE OTHER EXISTING OR CHANGING CONDITIONS AFFECTING THE USE AND DEVELOPMENT OF THE PROPERTY WHICH GIVE SUPPORTING GROUNDS FOR EITHER APPROVAL OR DISAPPROVAL OF THE ZONING PROPOSAL.

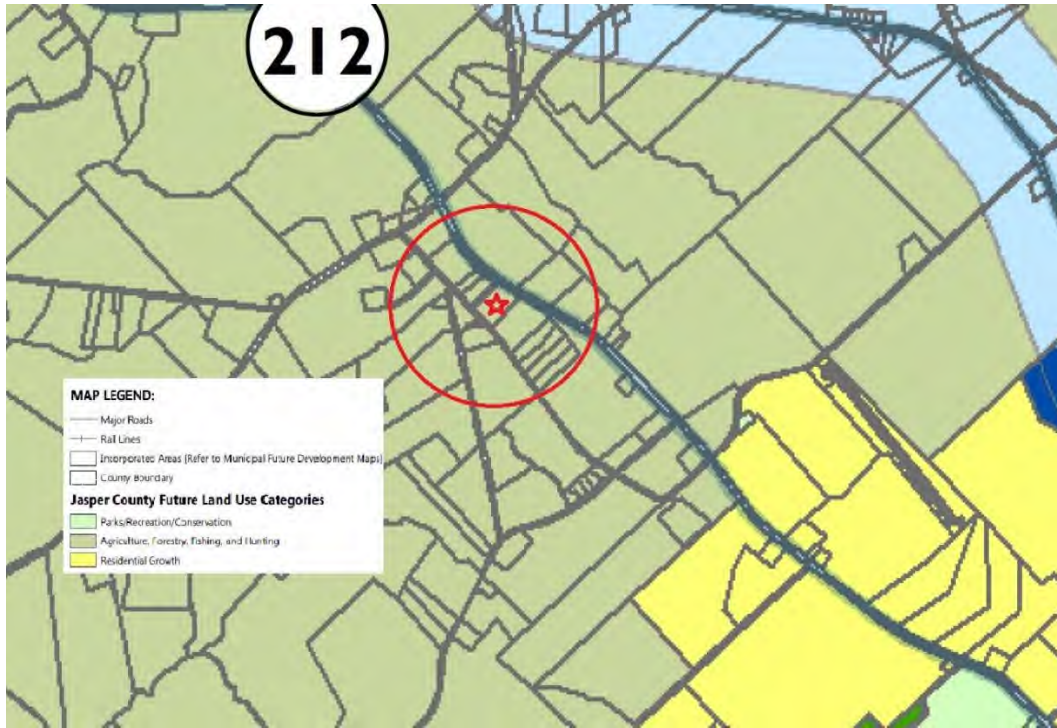
**FINDING:** While the majority of the surrounding properties are zoned AG (Agricultural), directly across the road from the request is property zoned RES (Residential – fka “R1”) which contributes to grounds for approval.

**CONCLUSION TO FINDINGS:**

Given the existing land uses, similar zonings in the area, and the request to create 1 (one) lot, Staff is of the opinion that the proposed request may be appropriate for the subject site.

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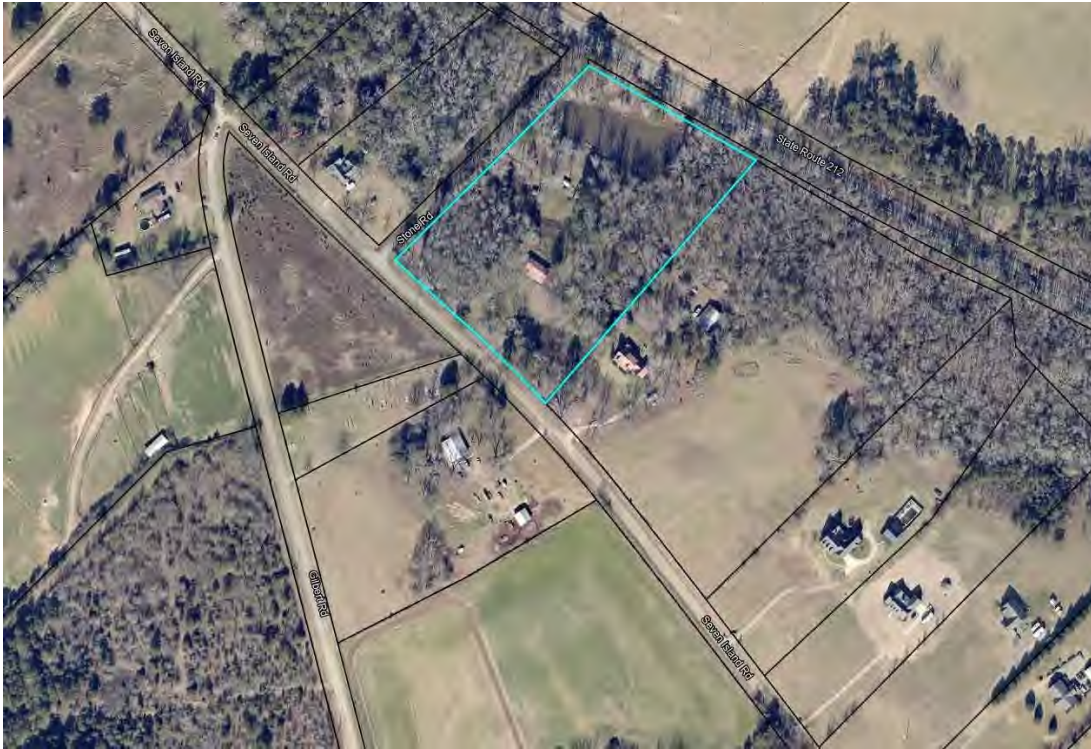
**FUTURE LAND USE MAP**



**ZONING MAP**



## AERIAL MAP





**SIGNS**  
**HWY 212 FRONTAGE**



A screenshot of a mobile map application. At the top, it shows the time 8:59, LTE signal, and battery level. The location is identified as Jasper County, GA. The map interface includes a search bar, a 'Map' button, and various map controls like zoom in (+), zoom out (-), and a compass. A specific property is highlighted with a red outline. Below the map, a property information card displays: 'BACHELOR ROBERT NOLAN III &amp; ANDREW PAUL', '435 SEVEN ISLAND RD', and '7.72 Acres Value \$215,200'. The bottom of the screen shows a browser address bar with 'qpublic.schneidercorp.com' and standard mobile navigation icons.

2023-REZ-002  
Related Cases 2023-FLU-001  
Planning Commission 5/25/2023  
Board of Commissioners 06/05/2023



# STONE ROAD FRONTAGE



## SEVEN ISLAND ROAD FRONTAGE



A screenshot of a mobile map application. The top status bar shows the time as 9:04, LTE signal, and battery level. The location is identified as Jasper County, GA. The map interface includes a search bar and navigation options. The map itself shows an aerial view with property boundaries. A specific parcel is highlighted with a red rectangle and a red pin. The parcel is located at the intersection of Seven Island Rd and Stone Rd. Below the map, a property information card is visible, listing the owner as Batchelor Robert Nolan III &amp; Andrew Paul, the address as 435 Seven Island Rd, and the property details as 7.72 Acres with a value of \$215,200. The map is powered by Esri. At the bottom, a browser address bar shows the URL qpublic.schneidercorp.com.

2023-REZ-002  
Related Cases 2023-FLU-001  
Planning Commission 5/25/2023  
Board of Commissioners 06/05/2023

**APPLICANT'S INFORMATION**

**REZONING APPLICATION - FLU  
JASPER COUNTY ZONING ORDINANCE**

DATE RECEIVED 20 23 REZ 002 / FLU 23-001  
ADDRESS/LOCATION OF TRACT 4.35 Seven Isl Rd. TAX MAP \_\_\_\_\_  
ACRES approx 2.2 CURRENT ZONING AG PROPOSED ZONING: RES  
PROPOSED USE: Residential - existing home  
APPLICANT Robert N. Batahelor Jr OWNERS Robert N Batahelor III  
Andrew Paul Batahelor  
ADDRESS 59 Stone Rd. Mcells 31064 ADDRESS 1196 Skyline DR, Toccoa GA 30577  
PHONE [REDACTED] PHONE [REDACTED]  
EMAIL [REDACTED] EMAIL [REDACTED]

THE FOLLOWING DOCUMENTS MUST BE ATTACHED BEFORE APPLICATION CAN BE ACCEPTED:

- 1. A PLAT OF PROPERTY SHOWING ITS LOCATION, AREA, EXISTING STRUCTURES, AND CURRENT ZONING DISTRICT OF THE PROPERTY AND ALL ADJUTING PROPERTIES.
- 2. A DEED WITH LEGAL DESCRIPTION SHOWING TITLE OF THE PROPERTY.
- 3. A SITE PLAN SHOWING THE PROPOSED USE OF THE PROPERTY.
- 4. A LETTER OF INTENT DESCRIBING THE REASON FOR REQUEST.
- 5. FILING FEE OF \$500 PAYABLE TO JASPER COUNTY ZONING OFFICE.
- 6. A "DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND GIFTS" FORM.
- 7. IF PROPERTY OWNER AND APPLICANT ARE NOT THE SAME, AN AGENT AUTHORIZATION FORM.

I HEREBY AUTHORIZE THE JASPER COUNTY PLANNING AND ZONING COMMISSION AND STAFF TO INSPECT THE ABOVE-DESCRIBED PROPERTY. IN SIGNING THIS APPLICATION, I HEREBY STATE ALL INFORMATION GIVEN BY ME IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE. I AGREE TO ABIDE BY ALL LAWS AND ORDINANCES REGULATING USE OF PROPERTY IN JASPER COUNTY.

SIGNATURE OF APPLICANT Robert N Batahelor DATE 11/7/2023

PUBLIC HEARING BEFORE JASPER COUNTY BOARD OF COMMISSIONERS \_\_\_\_\_

RECOMMENDATION \_\_\_\_\_ CHAIRMAN/DATE \_\_\_\_\_

APPROVED \_\_\_\_\_ DENIED \_\_\_\_\_ CONDITIONS? \_\_\_\_\_

NOTES: Next Future Land Use for  
Current Ag, Forestry, Fishing & Hunting



## LETTER OF INTENT

### REZONING APPLICATION

435 Seven Island Road

#### Attachment 4 - Letter of Intent

435 Seven Island Road is part of 7.72 acre tract and contains one of two residences on the property. The residence was originally built for the owner's parents who are now deceased. Some time after their death there was a kitchen fire rendering the house uninhabitable until repairs could be made.

Neighbor Merle Yoder desires to purchase the home and a little over 2 acres of the 7.72 tract, and restore the residence for a family home. Current owners will retain the remainder of the property and other residence.

Sale and restoration of this existing home in no way alters the current neighborhood other than to make the home once again inhabitable, improving the aesthetics of the community.

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## APPLICANT'S RESPONSE TO STANDARDS

1. **Does the zoning proposal permit a use that is suitable in view of the use and development of adjacent and nearby property?** Yes. This property is part of a 7.2 acre tract that has two existing homes. One of the homes is being sold to a neighbor with approximately 2.2 acres. The home is currently damaged by a kitchen fire, and will be restored and inhabited as a family home by the new owner.
2. **Does the zoning proposal adversely affect the existing use or usability of adjacent or nearby property?** No. There is an existing home on the property that was built for the current owner's parents, who are deceased. The home will be renovated and utilized just as it was originally, as a family home. Terms of sale have been agreed upon between Robert Batchelor and Merle Yoder.
3. **Does the property to be affected by the zoning proposal have a reasonable economic use as currently zoned?** No. The only reasonable utilization of this property is as a single family residence, which was the prior usage.
4. **Does the zoning proposal result in a use that will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities or schools?** No. This home was previously permitted, built and utilized as a single family home. It is simply being sold and will again be utilized as a single family home.
5. **Does the zoning proposal conform to the policy and intent of the comprehensive land use plan?** Valued resources will remain unchanged, as an existing home is simply changing hands. No resources such as land, woods, grading, etc., will be affected. The home will simply be renovated and utilized.
6. **Are there other existing or changing conditions affecting the use and development of the property which, because of their impact on the public health, safety, morality and general welfare of the community, give supporting grounds for either approval or disapproval of the zoning proposal?** No. This is a quiet, rural community. No changes are being made other than a neighbor acquiring ownership from another neighbor.

**LETTERS OF SUPPORT**

April 24, 2023

From:  
Robert (Bobby) Batchelor  
57 Stone Road  
Monticello Georgia 31064

Dear Neighbor,

I own approximately 7.7 acres that border both Stone Road and Seven Island Road. This property has two houses: my cabin where I reside at 57 Stone Road, and a home in disrepair at 485 Seven Island Road. The latter was built for my parents, and has been unused since their deaths.

Merle Yoder, who resides at 484 Seven Island Road, wishes to purchase my parents' former home across the road from his residence, with a little over 2 acres, and restore and renovate the home. He will utilize it again as a family residence. Terms of sale have been agreed upon by Mr. Yoder and myself. Due to the size of the acreage to be sold, that tract will need to be rezoned from agricultural to residential.

Application has been made to the Planning and Zoning Board for this change, and I am seeking your approval and agreement that this existing home again being inhabited has no negative effect on our quiet neighborhood, and even enhances the neighborhood, due to the home repair that will take place. No additional structures are planned, simply a repair of the existing house.

I would greatly appreciate your agreement.

I have no objections to the above described rezoning.

Jay Childers  
Name-Printed

295 Seven Island Rd Monticello, GA 31064  
Address

Jay Childers 5/1/2023  
Signature Date



April 24, 2023

From:  
Robert (Bobby) Batchelor  
57 Stone Road  
Monticello Georgia 31064

Dear Neighbor,

I own approximately 7.7 acres that border both Stone Road and Seven Island Road. This property has two houses: my cabin where I reside at 57 Stone Road, and a home in disrepair at 485 Seven Island Road. The latter was built for my parents, and has been unused since their deaths.

Merle Yoder, who resides at 484 Seven Island Road, wishes to purchase my parents' former home across the road from his residence, with a little over 2 acres, and restore and renovate the home. He will utilize it again as a family residence. Terms of sale have been agreed upon by Mr. Yoder and myself. Due to the size of the acreage to be sold, that tract will need to be rezoned from agricultural to residential.

Application has been made to the Planning and Zoning Board for this change, and I am seeking your approval and agreement that this existing home again being inhabited has no negative effect on our quiet neighborhood, and even enhances the neighborhood, due to the home repair that will take place. No additional structures are planned, simply a repair of the existing house.

I would greatly appreciate your agreement.

I have no objections to the above described rezoning.

David Arkessy  
Name-Printed

321 Seven Island Rd. Monticello, GA 31064  
Address

David Arkessy 5/1/23  
Signature Date

**May 24, 2023**

From:  
Clifford and Joneen Padgett  
485 Seven Island Road  
Monticello, GA 31064

To Jasper County Planning and Zoning,

We own approximately 13 acres that border Robert Batchelor's property located both on Stone Road and Seven Island Road.

We are in total agreement with the application for rezoning that has been made by Mr. Batchelor to allow the Yoders to purchase 2 acres of this adjoining property.

We have absolutely no objections to this rezoning and are in complete agreement to this endeavor.

---

We have no objections to the above described rezoning.

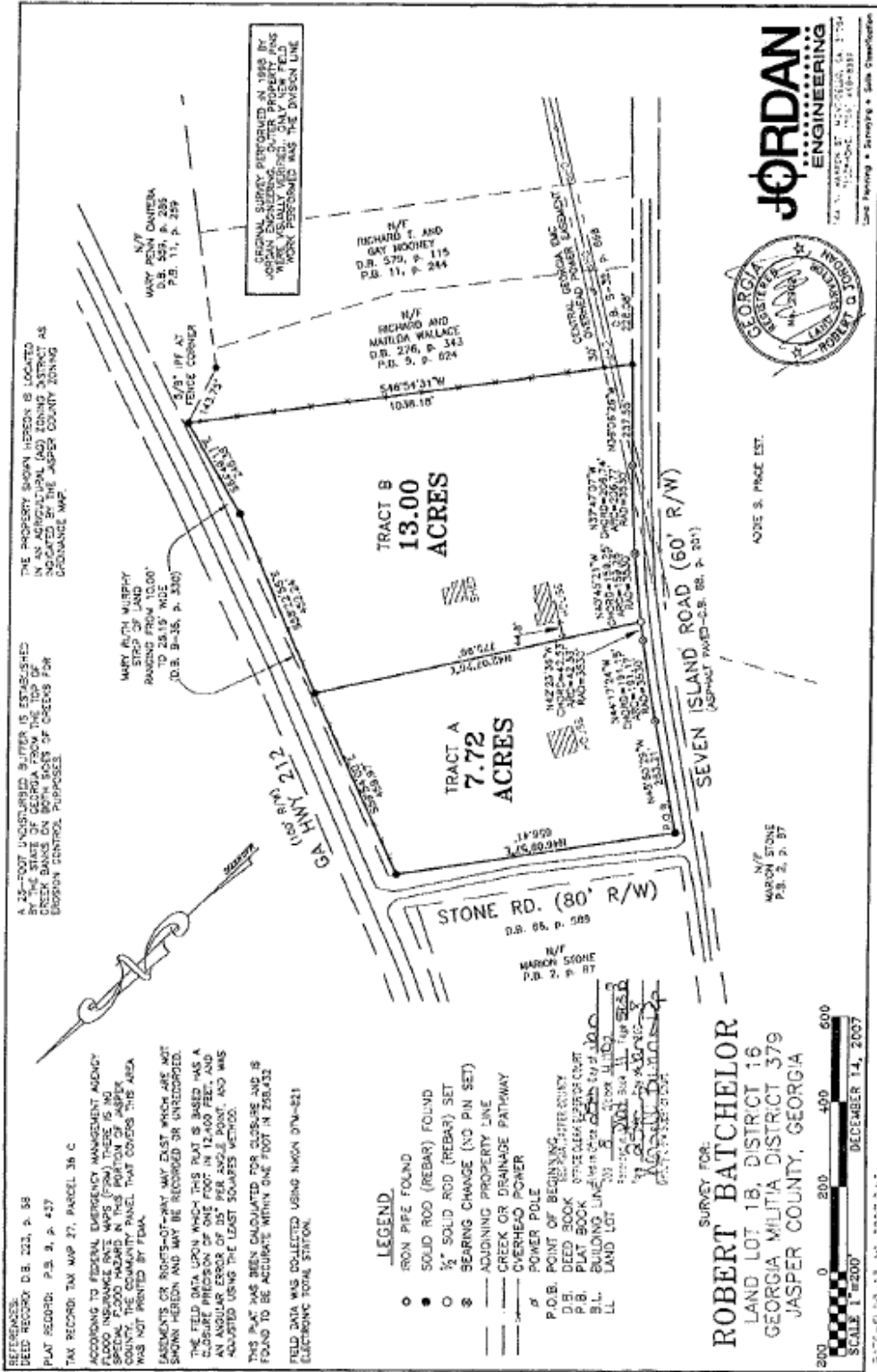
Clifford and Joneen Padgett  
Name printed

485 Seven Island Rd Monticello, GA

Address

Clifford + Joneen Padgett 5/24/23  
Signature ~~\_\_\_\_\_~~ Date

# PLAT OF PROPERTY



2023-REZ-002  
 Related Cases 2023-FLU-001  
 Planning Commission 5/25/2023  
 Board of Commissioners 06/05/2023

**SITE PLAN**



**Public Hearing:**

**Agenda Request – Jasper County BOC**

**Department:** Planning and Zoning

**Date:** June 5, 2023

**Subject:** Ordinance Amendment to Chapters 109 & 119 regarding HB 1405

**Summary:** A Public Hearing will be held for Amendments to Part II, Code of Ordinances, Chapter 109 – Planning and Chapter 119 – Zoning including Article VIII. – Board of Appeals and any other Articles or Sections of Chapter 119 as it relates to Zoning Procedures Law. The purpose of the amendment is to add corrective language to the notification process and for other purposes as it relates to HB 1405 as passed by the House and the State on July 1, 2022.

**Background:** The Planning Commission held a public hearing for the request on 05/25/2023.

**Cost:** Required legal advertisement only

**Recommended Motion:** N/A

# HB1405 DRAFT AMENDMENT

## LIST OF CHANGES IN THE DRAFT AMENDMENT FOR HB1405 (2022 GA House Bill 1405)

Any changes to the current text of the ordinance are shown in red. The rest of the text is included in our existing ordinance sections.

The Planning Board heard these on May 25, 2023 individually and recommended approval of all with a couple of minor changes to #1 and #2. The changes have been added to the draft and the Planning comments are shown below under each section:

1. **Sec. 109-69 – replace section to be clearer on Notice requirements**  
Planning Board recommendation: Approval with a change in #1, second sentence, to require any rezoning whether by the public or the local government to include the additional language required by HB1405. The house bill only required that the notice include specific language if initiated by a member of the public; however, the Planning Board felt the local government should also have to include the same legal ad information. The change was to require all rezoning requests to have the same information.
2. **Sec. 109-70 – add Minimum time for hearings**  
Planning Board recommendation: Approval with adding the ability of any chairperson the right to extend time of a public hearing to gather information.
3. **Sec. 109-107 (d) – change minimum days from 15 to 30**  
Planning Board recommendation: Accept as presented.
4. **Sec. 109-108 – Add new section for Appeal Process**  
Planning Board recommendation: Accept as presented.
5. **Sec. 119-442 – Minor changes in timeline to submit and adding SUP to Public Hearings**  
Planning Board recommendation: Accept as presented
6. **Sec. 119-443 – removing timeline in this section as it is covered in other areas and removing language of automatic approval.**  
Planning Board recommendation: Accept as presented.
7. **Sec. 119-444 – adding language for if denied 6 months before bringing back**  
Planning Board recommendation: Accept as presented.
8. **Sec. 119-420 – pointing back to Sec. 109-69 for public notice**  
Planning Board recommendation: Accept as presented.
9. **Sec. 119-469 (a) – Changing timeline to submit to meet new noticing requirements**  
Planning Board recommendation: Accept as presented.



# HB1405 DRAFT AMENDMENT

## #1.

### Chapter 109 – PLANNING, ARTICLE IV. - PUBLIC HEARINGS Sec. 109-69. - Required.

#### **(CURRENTLY READS)**

The planning and zoning commission must conduct a public hearing on zoning amendments. The responsibility of conducting the public hearing is delegated to the planning and zoning commission by the board of county commissioners under provisions specified in the Zoning Procedures Law (O.C.G.A. §§ 36-66-1 to 36-66-5). Notice of the hearing stating the time, place, and purpose, including notice of the date the board of county commissioners is expected to make a final decision, must be published in two consecutive issues in a newspaper of general circulation in the county, the first insertion being at least 15 days but not more than 45 days before the hearing. The location of the property, area to be rezoned, present zoning classification, and proposed zoning classification must be indicated in the newspaper notice. In addition, the applicant and all property owners within 250 feet of the subject property will be notified of the date of the hearing by the planning and zoning commission by first class mail at least 15 days but not more than 45 days before the hearing. Any person may appear at the hearing, or have a representative attend instead.

#### **(REPLACEMENT WILL READ)**

The planning and zoning commission must conduct a public hearing on **zoning text amendments, future land use map amendments, zoning amendments, and special use permits. The board of appeals shall conduct public hearing on variances and appeals.** The responsibility of conducting the **first** public hearing is delegated to the planning and zoning commission by the board of county commissioners under provisions specified in the Zoning Procedures Law; **and the responsibility of conducting the public hearing for variances and appeals is delegated to the board of appeals by the board of county commissioners under provisions specified in the Zoning Procedures Law** (O.C.G.A. §§ 36-66-1 to 36-66-5).

#### Notices **of such hearings are as follows:**

1. **Newspaper of general circulation: Notice** of the hearing stating the time, place, and purpose, including notice of the date the board of county commissioners is expected to make a final decision, must be published in **two consecutive issues** in a newspaper of general circulation in the county, the first insertion being at least **30** days but not more than 45 days before the hearing. **When initiating a rezoning request the following information shall also be included in the newspaper notice:** the location of the property, area to be rezoned, present zoning classification, and proposed zoning classification.
2. In addition, **the owner of the property**, the applicant and all **neighboring** property owners within 250 feet of the subject property will be notified of the date of the hearing by the planning and zoning commission or by the board of appeals by first class mail at least **30** days but not more than 45 days before the hearing. Any person may appear at the hearing, or have a representative attend instead.
3. **A sign giving notice of the public hearings shall be placed in a conspicuous location on the property. The sign shall state the time, place and purpose of the public hearings.**

# HB1405 DRAFT AMENDMENT

## #2.

### **(ADDING TO SUBSECTION (3) BELOW A MINIMUM TIME)**

#### **Chapter 109 – PLANNING, ARTICLE IV. - PUBLIC HEARINGS**

##### **Sec. 109-70. - Policies and procedures.**

The following policies and procedures will be observed in conducting the required public hearing:

- (1) The hearing will be held in the county courthouse.
- (2) Written comments on the subject of the hearing may be submitted by any citizen or property owner at any time prior to the adjournment of the hearing.
- (3) All persons desiring to be heard orally may present their views at the hearing. The length of time of oral presentations permitted ~~to each speaker will be determined by the planning and zoning commission and governed by the planning and zoning commission chairperson, depending upon the number of persons present and desiring to speak.~~ shall be a minimum of ten minutes, or the amount of time as prescribed by State of Georgia law, and a maximum of thirty (30) minutes for each side in which to speak in favor of or against the proposed rezoning amendment, special use permit, variance or appeal. If additional time is given to one side then the same amount of time shall be extended to the opposite side. The Chairperson of any Board may extend time as necessary to gather information in order for the Board to make a decision. Remarks of a personal nature will not be tolerated.
- (4) The applicant is allowed to respond to any issues that are raised.
- (5) Any person desiring a transcript of the hearing must arrange for a court reporter at their own expense.
- (6) All questions and comments from the floor will be addressed to the chairperson of the planning and zoning commission or the commission member then presiding. The planning and zoning commission members may ask pertinent questions of the applicant.
- (7) Standing to challenge a zoning decision is not conferred by being permitted to speak orally at a hearing, nor by being permitted to file statements or pleadings.
- (8) The planning and zoning commission shall have discretion to continue a hearing to a later date if the materials submitted or views expressed require more time for study and consideration than may reasonably be allocated in one meeting.

## #3.

### **(CHANGE MINIMUM DAYS)**

#### **Chapter 109 – PLANNING, ARTICLE V. - PLANNING AND ZONING COMMISSION**

##### **Sec. 109-107. - Appealing an action of the planning and zoning commission.**

- (a) If the planning and zoning commission executes an action which the developer or other aggrieved party believes to be contrary to law, that action may be appealed. Findings of fact,

# HB1405 DRAFT AMENDMENT

however, may not be appealed. Recommendations on ordinance amendments are not actions. Such an appeal must be filed within 30 days of the date on which the action by the planning and zoning commission was taken.

- (b) The board of appeals has jurisdiction for hearing appeals concerning actions of the planning and zoning commission related to this article. Applications for appeal may be submitted to the administrative officer, who will transmit them to the board of appeals for its consideration.
- (c) When an action of the administrative officer or planning and zoning commission is appealed, all construction or other activity authorized by the appealed action must be stopped immediately. In certain cases, however, the administrative officer may feel that the stopping of such construction or other activity authorized by the appealed action will cause imminent peril to life or property, in which case the administrative officer may certify to the board of appeals that, by reason of facts stated in the certificate, the halting of construction or other activity authorized by the appealed action would in his opinion cause imminent peril to life or property. In such cases, the construction or other activity authorized by the appealed action is allowed to continue unless a restraining order is granted by either the board of appeals or a court of appropriate jurisdiction.
- (d) When an application for appeal of an action of the planning and zoning commission is received, the board of appeals will set a time and place for a public hearing on the appeal. Notice of the hearing must be published in two consecutive issues in a newspaper of general circulation in the county, the first insertion being at least ~~15~~ **30** days before the hearing. In addition, the parties to the appeal will be notified of the date of the hearing by the board of appeals by first class mail at least ~~15~~ **30** days before the hearing. Any person may appear at the hearing, or have a representative attend instead.
- (e) The board of appeals will make a decision concerning the appeal and record the decision in the minutes for that meeting. Further appeal on points of law may be made to the superior court of the county.

## #4.

### (ADD NEW SECTION FOR APPEAL PROCESS)

#### **Sec. 109-108. – Appealing Final Decisions**

1. Zoning decisions such as rezoning requests, text amendments, and comprehensive land use map amendments are legislative in nature and shall be subject to direct constitutional challenge regarding the validity of maintaining the existing zoning on the subject property or the validity of conditions or an interim zoning category other than what was requested in the superior court pursuant to its original jurisdiction over declaratory judgments pursuant to Chapter 4 of Title 9 and equity jurisdiction under Title 23 of the Georgia Code.
  - a. Such challenges shall be by way of a de novo review by the superior court wherein such review brings up the whole record from the local government and all competent evidence shall be admissible in the trial thereof, whether adduced in a local government process or not and employing the presumption that a governmental zoning decision is valid and can be overcome substantively by a petitioner showing by clear and convincing evidence that the zoning classification is a significant

## HB1405 DRAFT AMENDMENT

- detriment to the petitioner and is insubstantially related to the public health, safety, morality, or general welfare.
- b. All such challenges or appeals shall be brought within 30 days of the written decision of the challenged or appealed action.
  - c. The County Manager shall have authority, without additional board or agency action, to approval or issue any form or certificate necessary to perfect the petition described in Title 5 – Appeal and Error of the Georgia Code for review of lower judicatory bodies and upon whom service of such petition may be affected or accepted on behalf of the Board of Commissioners, during normal business hours, at the regular offices of the county government.
  - d. The County Manager shall be the designee who shall have authority to accept service and upon whom service of an appeal of a quasi-judicial decision may be affected or accepted on behalf of the local governing authority, during normal business hours, at the regular offices of the county government.
2. Special Use Permits are quasi-judicial petitions. The Board of Commissioners is the final decision-making board for special use permits. Any aggrieved party wishing to appeal the final decision of the Board of Commissioners shall be subject to appellate review by the superior court pursuant to its appellate jurisdiction from a lower judicatory body and shall be brought by way of a petition for such review as provided for in Title 5 – Appeal and Error of the Georgia Code.
- a. All such challenges or appeals shall be brought within 30 days of the written decision of the challenged or appealed action.
  - b. The County Manager shall have authority, without additional board or agency action, to approval or issue any form or certificate necessary to perfect the petition described in Title 5 – Appeal and Error of the Georgia Code for review of lower judicatory bodies and upon whom service of such petition may be affected or accepted on behalf of the Board of Commissioners, during normal business hours, at the regular offices of the county government.
  - c. The County Manager shall be the designee who shall have authority to accept service and upon whom service of an appeal of a quasi-judicial decision may be affected or accepted on behalf of the local governing authority, during normal business hours, at the regular offices of the county government.
3. The Board of Appeals is a quasi-judicial final decision-making board for variances, special exceptions and/or appeals. Any aggrieved party wishing to appeal the final decision of the Board of Appeals shall be subject to appellate review by the superior court pursuant to its appellate jurisdiction from a lower judicatory body and shall be brought by way of a petition for such review as provided for in Title 5 – Appeal and Error of the Georgia Code.
- a. All such challenges or appeals shall be brought within 30 days of the written decision of the challenged or appealed action.
  - b. The County Manager shall have authority, without additional board or agency action, to approval or issue any form or certificate necessary to perfect the petition described in Title 5 – Appeal and Error of the Georgia Code for review of lower judicatory bodies and upon whom service of such petition may be affected or

# HB1405 DRAFT AMENDMENT

accepted on behalf of the Board of Appeals, during normal business hours, at the regular offices of the county government.

- c. The County Manager shall be the designee who shall have authority to accept service and upon whom service of an appeal of a quasi-judicial decision may be affected or accepted on behalf of the local governing authority, during normal business hours, at the regular offices of the county government.

## #5.

### **Chapter 119 – ZONING, ARTICLE IX. - AMENDMENTS Sec. 119-442. - Procedure for amendments.**

An application for an amendment to this chapter shall be filed with the zoning administrator at least ~~30~~ **60** days prior to the date on which it is to be heard by the planning and zoning commission. Applications shall be submitted in compliance with the following:

- (1) Text amendment applications shall include the following:
  - a. Name and address of applicant.
  - b. Current provisions of the text to be affected by the proposed amendment.
  - c. Proposed wording of the text amendment.
  - d. Statement of reasons for the proposed text amendment.
- (2) Comprehensive land use plan amendment applications shall include the following:
  - a. A map identifying the geographic area of the county proposed for a revised land use under the applicant's proposal.
  - b. All land uses permitted for the subject area under the existing comprehensive land use plan.
  - c. All changes to existing land use designations that are proposed by the application.
  - d. All land uses immediately adjacent to the subject area under the existing comprehensive land use plan.
  - e. Reasons for the proposed amendment.
  - f. Names and addresses of the owners of land affected by the proposed amendment and their agents, if any, authorized to apply for an amendment and a notarized affidavit of that authorization.
  - g. A written answer and explanation for each of the following standards:
    1. Does the proposed amendment permit uses that are suitable in view of the use and development of adjacent and nearby property?
    2. Does the proposed amendment adversely affect the existing use or usability of adjacent or nearby property?
    3. Will the proposed amendment result in uses that will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities or schools?

## HB1405 DRAFT AMENDMENT

4. Are there other existing or changing conditions affecting the use and development of the property which, because of their impact on the public health, safety, morality and general welfare of the community, give supporting grounds for either approval or disapproval of the proposed amendment?
- (3) Zoning map amendments applications shall include the following:
- a. The names and addresses of the owners of the property subject to the zoning map amendment and their agents, if any, authorized to apply for the amendment, and a notarized affidavit of such authorization.
  - b. The present and proposed zoning classifications for the subject property.
  - c. The present and proposed uses for the property.
  - d. A plat of the subject property containing the following information:
    1. All property lines with dimensions.
    2. Locations of buildings or other structures, floodplains, drainageways, and easements.
    3. All proposed street right-of-way lines.
    4. A comprehensive concept plan of the proposed use of the property.
    5. North arrow, scale, land lot, block and lot numbers.
  - e. A written report providing an answer and analysis for each of the following standards:
    1. Does the zoning proposal permit a use that is suitable in view of the use and development of adjacent and nearby property?
    2. Does the zoning proposal adversely affect the existing use or usability of adjacent or nearby property?
    3. Does the property to be affected by the zoning proposal have a reasonable economic use as currently zoned?
    4. Does the zoning proposal result in a use that will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities or schools?
    5. Does the zoning proposal conform to the policy and intent of the comprehensive land use plan?
    6. Are there other existing or changing conditions affecting the use and development of the property which, because of their impact on the public health, safety, morality and general welfare of the community, give supporting grounds for either approval or disapproval of the zoning proposal?
- (4) Public hearings. Public hearings shall be held regarding proposed amendments to the text of this chapter, the comprehensive land use plan or the zoning map, and for any special use permit as follows:
- a. Prior to decision by the board of county commissioners which results in the adoption of a zoning ordinance, a comprehensive land use plan, or a zoning map, the adoption of an amendment to a zoning ordinance which changes the text of this



# HB1405 DRAFT AMENDMENT

chapter, the adoption of an amendment to the comprehensive land use plan, ~~or~~ the adoption of an amendment to the official zoning map which rezones property from one zoning classification to another, ~~or a special use permit request~~, the county planning and zoning commission and the board of county commissioners shall hold public hearings on the proposed action.

- b. At least ~~45~~ **30** but not more than 45 days prior to the date of the public hearing by the county planning and zoning commission a notice of the public hearings will be placed in a newspaper of general circulation within the territorial boundaries of the county. The notice shall state the time, place and purpose of the public hearings; and, if the zoning decision to be considered is for an amendment to the comprehensive land use plan or the rezoning of property and the amendment to the comprehensive land use plan or the rezoning is initiated by a party other than the county, the notice shall also include the location of the property, the present land use category or zoning classification of the property and the proposed land use category or zoning classification of the property.
- c. If the zoning decision to be considered is for an amendment to the comprehensive land use plan or the rezoning of property and the amendment to the comprehensive land use plan or the rezoning is initiated by a party other than the county, at least ~~45~~ **30** days prior to the date of the public hearing by the county planning and zoning commission, a sign giving notice of the public hearings shall be placed in a conspicuous location on the property. The sign shall state the time, place and purpose of the public hearings and shall include the present land use category or zoning classification of the property and the proposed land use category or zoning classification of the property.
- d. In cases involving an amendment of the zoning map or the comprehensive land use plan, the zoning administrator shall post signs described in subsection (4)c of this section on or within 300 feet as measured along the street right-of-way line of properties affected by the amendment. For multiple amendments, posting of properties shall not be required.

## #6.

### **(REMOVE THE FOLLOWING RESTRICTIONS AND TIMELINE)**

#### **Chapter 119 – ZONING, ARTICLE IX. - AMENDMENTS**

##### **Sec. 119-443. - Action by planning and zoning commission.**

The planning and zoning commission shall ~~have 45 days following the date of public hearing within which to~~ submit its report to the board of commissioners. ~~If the planning and zoning commission fails to submit a report within a 45-day period, it shall be deemed to have approved the change.~~ Applicants may submit to the zoning administrator any conditions, alterations, changes, or amendments to an application for approval of an amendment to the zoning map, the comprehensive land use plan or to the text of this chapter up to seven days prior to the date at which the application is to be considered by the planning and zoning commission. If such conditions, alterations, changes or amendments have not been submitted as required by this section, the planning and zoning commission may, at its discretion, defer action on the application until its next regular meeting.

# HB1405 DRAFT AMENDMENT

## #7.

**(ADD THE FOLLOWING SHOWN IN RED BELOW)**

### **Chapter 119 – ZONING, ARTICLE IX. - AMENDMENTS**

#### **Sec. 119-444. - Action by the board of commissioners.**

The board of commissioners, after receiving the recommendation of the planning and zoning commission, shall take appropriate action on the application at a regularly scheduled meeting of the commission.

**If the zoning decision is for a rezoning of property and is denied, then the same property shall not be eligible to reapply for a rezoning for a period of 6 months from the date of the final decision denial by the Board of Commissioners.**

## #8.

### **Chapter 119 – ZONING, ARTICLE VIII. - BOARD OF APPEALS**

#### **Sec. 119-420. - Hearings.**

The board shall fix a date for the hearing of an appeal within the time specified by its rules, give public notice thereof, and decide the same within a reasonable time. It shall be the duty of the zoning administrator to post notices of the time and place of the hearing in a newspaper of general circulation and by placard on or within 300 feet of the property as measured along the street right-of-way line. **Public hearing notices shall follow the procedures set forth in Chapter 109, ARTICLE IV., Sec. 109-69.** Upon the hearing of such appeal, any party may appear in person, or by agent or attorney, and shall be allowed to submit testimony or documentation.

## #9.

#### **Sec. 119-469. - Application for variance, interpretation or other appeals.**

- (a) An application for a variance, interpretation or other appeal shall be filed with the office of the zoning administrator at least ~~30~~ **60** days prior to the meeting of the board of appeals at which it is to be heard. Each application shall be accompanied by a plat drawn to scale containing the following information:
- (1) All property lines with dimensions.
  - (2) Location of buildings and other structures, creeks and easements referenced to property lines.
  - (3) North arrow, scale, lot and block numbers and land lot.
  - (4) Topographic and drainage information if pertinent.
- (b) Each application for a variance, interpretation or other appeal shall be accompanied by a remittance of a fee in an amount set by the board of commissioners to partially cover the cost of advertising, field investigation and other expenses involved in processing the application.

## HB1405 DRAFT AMENDMENT

- (c) After review and recording by the zoning administrator, the application for variance, interpretation or other appeal shall be processed in accordance with the appeals procedure in article VIII of this chapter.
- (d) When action is unfavorable on an application for variance, interpretation or other appeal or where appellant withdraws the application prior to final action by the board, the application may not be resubmitted at lesser intervals than one year.

**Business Item 1:**

**Agenda Request – Jasper County BOC**

**Department:** Planning and Zoning

**Date:** June 5, 2023

**Subject:** 2023-REZ-001 – Request to rezone 7.86 acres from AG (Agricultural) to RR (Rural Residential)

**Summary:** Consideration of a rezoning request, 2023-REZ-001, for Pitts Chapel Road E, Newborn, GA 30056. The request is to rezone from AG (Agricultural) zoning district to RR (Rural Residential) zoning district to subdivide the original 7.86-acre tract into 2 tracts for 2 family members to build homes.

**Background:** The Planning Commission held a public hearing for the request on 05/25/2023.

The Planning Commission motioned to recommend approval. (2-2 – motion was canceled)

**Cost:** Required legal advertisement only

**Recommended Motion:** N/A

**Business Item 2:**

**Agenda Request – Jasper County BOC**

**Department:** Planning and Zoning

**Date:** June 5, 2023

**Subject:** 2023-FLU-001 – Request to amend the Future Land Use Map to Residential Growth for 2 acres of a 7.72 acre tract to seek a rezoning for the 2 acres.

**Summary:** Consideration of a Future Land Use Map Amendment, 2023-FLU-001, for 435 Seven Island Rd, Monticello GA 31064, Map & Parcel 027 036C 001. The request is to amend the Future Land Use Map from Agriculture, Forestry, Fishing and Hunting to Residential Growth. The purpose of the petition is to cut out a 2-acre tract of the original lot (7.72 acres) to rezone to RES and leave the 5+ acre track as AG (Agricultural).

**Background:** The Planning Commission held a public hearing for the request on 05/25/2023.

The Planning Commission recommended to not amend the Future Land Use Map and to consider the rezoning without the FLUM amended. (4-0)

**Cost:** Required legal advertisement only

**Recommended Motion:** N/A

**Business Item 3:**

**Agenda Request – Jasper County BOC**

**Department:** Planning and Zoning

**Date:** June 5, 2023

**Subject:** 2023-REZ-002 – Request to rezone 2 acres of a 7.72 acre tract from AG (Agricultural) to RES (Residential)

**Summary:** Board consideration of a rezoning request, 2023-REZ-002, for 435 Seven Island Rd, Monticello GA 31064, Map & Parcel 027 036C 001. The request is to rezone a 2-acre portion of the tract from AG (Agricultural) zoning district to RES (Residential) zoning district. The purpose of the petitions is to cut out a 2-acre tract of the original lot (7.72 acres) and leave the 5+ acre track as AG (Agricultural).

**Background:** The Planning Commission held a public hearing for the request on 05/25/2023.

The Planning Commission recommended denial of the request stating it was spot zoning and leaping across a zoning classification. (4-0)

**Cost:** Required legal advertisement only

**Recommended Motion:** N/A



**Business Item 4:**

**Agenda Request – Jasper County BOC**

**Department:** Planning and Zoning

**Date:** June 5, 2023

**Subject:** Ordinance Amendment to Chapters 109 & 119 regarding HB 1405

**Summary:** Request approval for Amendments to Part II, Code of Ordinances, Chapter 109 – Planning and Chapter 119 – Zoning including Article VIII. – Board of Appeals and any other Articles or Sections of Chapter 119 as it relates to Zoning Procedures Law. The purpose of the amendment is to add corrective language to the notification process and for other purposes as it relates to HB 1405 as passed by the House and the State on July 1, 2022.

**Background:** The Planning Commission held a public hearing for the request on 05/25/2023.

The Planning Commission did recommend approval of each section with minor changes as shown in the Draft Amendment.

**Cost:** Required legal advertisement only

**Recommended Motion:** N/A

**Business Item 5:**

**Agenda Request – Jasper County BOC**

**Department:** Board of Commissioners

**Date:** June 5, 2023

**Subject:** Employee Health Insurance Program – FY 2024

**Summary:**

Kelly Fox with Workmate Benefits will present recommendations for the FY 2024 County Health Insurance Program.

**Background:**

Jasper County Employee Health Insurance Program is a Cigna PPO Level Funded Plan with Assured Benefits Administrators.

**Cost:**

**Recommended Motion:**

Board Discretion



This quote comparison has been prepared for:



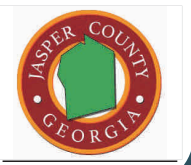
	2022 RENEWAL	CURRENT	2023 RENEWAL RECOMMENDATION
<b>Medical Coverage</b> Plan Year: <u>2023 - 2024</u> Broker: Kelly Fox / Broker Compensation 6%			
<b>Plan Name:</b>	<b>Cigna PPO Level Funded</b>	<b>Cigna PPO Level Funded</b>	<b>Cigna PPO Level Funded</b>
<b>Deductible (Actual/Emp. Resp.)</b>	\$5,000 / \$1,500	\$5,000 / \$1,500	\$5,000 / \$1,500
<b>Co-insurance (Actual/Emp. Resp.)</b>	70% / 50%	70% / 50%	70% / 50%
<b>Out of Pocket (Actual/Emp. Resp.)</b>	\$8,150 / \$1,500	\$8,150 / \$1,500	\$8,150 / \$1,500
<b>Primary/Specialist Copay</b>	\$25 / \$50	\$25 / \$50	\$25 / \$50
<b>Emergency Room</b>	\$350 / DED / COINS	\$350 / DED / COINS	\$350 / DED / COINS
<b>Prescription Card</b>	\$15 / \$40 / \$70 Tier 4 Rx: DED then 70%	\$15 / \$40 / \$70 Tier 4 Rx: DED then 70%	\$15 / \$40 / \$70 Tier 4 Rx: DED then 70%
<b>Monthly Premium / PP Deduction</b>	98 Insured / 4 Medicare	90 Insured / 6 Medicare	90 Insured / 6 Medicare
<b>Employee (57)</b>	15.00 \$ 530.00	\$ 530.00	\$ 530.00
<b>Employee/Spouse (12)</b>	133.92 \$ 1,055.00	\$ 1,055.00	\$ 1,055.00
<b>Employee/Child (17)</b>	82.81 \$ 950.00	\$ 950.00	\$ 950.00
<b>Family (4)</b>	203.67 \$ 1,450.00	\$ 1,450.00	\$ 1,450.00
<b>Total Monthly Premium</b>	<b>\$ 73,105.00</b>	<b>\$ 64,820.00</b>	<b>\$ 64,820.00</b>




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





This quote comparison has been prepared for:



	2022 RENEWAL	CURRENT	2023 RENEWAL RECOMMENDATION
<b>Medical Coverage</b> <b>Plan Year:</b> 2023 - 2024 <small>Broker: Kelly Fox / Broker Compensation 6%</small>			
<b>Plan Name:</b>	Cigna PPO Level Funded	Cigna PPO Level Funded	Cigna PPO Level Funded
<b>TOTAL MONTHLY PREMIUM</b>	\$ 73,105.00	\$ 64,820.00	\$ 64,820.00
<b>Total Monthly Cost to County</b>	\$61,612.68	\$54,670.28	\$54,670.28
<b>Total Annual Cost to County</b>	\$739,352.16	\$656,043.36	\$656,043.36
<b>Annual Savings VS Current</b>	\$59,393.04	n/a	\$83,308.80
<b>HRA Expense (Based on 12 Month History)</b>	\$32,556 / \$40,000	\$33,454.70 / \$40,000	\$33,454.70 / \$40,000
<b>Medicare Expense</b>	\$9,102.00	\$18,829.20	\$18,829.20
<b>Annual Basic Life Expense \$25,000 Per Employee</b>	\$7,476.60 Equitable	\$4,780.80 Equitable	\$4,780.80 Equitable
<b>Bundle Savings</b>	n/a	n/a	n/a
<b>Admin Credit</b>	n/a	n/a	n/a
<b>Total Annual Cost to County</b>	\$795,930.56	\$713,108.06	\$713,108.06
<b>Total Annual Savings</b>	\$66,396.88	n/a	6 less insured vs 2022
<b>Loss Fund Reserves</b>			\$175,222.19

Other Carriers Quoted: ACCG Anthem DTQ, UHC NC, Trustmark NC, Cigna NC, Angle NC, Aetna NR, Vitori NR, Allstate NC. / Others DTQ - Declined to Quote, NC - Not Competitive, NR - Not Received.



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





This quote comparison has been prepared for:



<b>DENTAL COVERAGE</b> Plan Year: 2023-24 Rate Guarantee: 2 YR	 <b>EQUITABLE</b>	 <b>EQUITABLE</b>
<b>PLAN</b>	<b>CURRENT 2022-23 PLAN</b>	<b>RENEWAL 2023-24</b>
<b>Single Deductible (waived on preventative)</b>	\$50	\$50
<b>Co-Insurance (Prev/Basic/Major)</b>	100/80/50	100/80/50
<b>Endo/Perio</b>	Basic	Basic
<b>Waiting Period</b>	None	None
<b>Annual Maximum</b>	\$1,750	\$1,750
<b>MONTHLY PREMIUM</b>		
<b>Employee</b> <input type="text" value="48"/>	\$27.82	\$27.82
<b>Employee/Spouse</b> <input type="text" value="11"/>	\$55.65	\$55.65
<b>Employee/Child(ren)</b> <input type="text" value="10"/>	\$70.95	\$70.95
<b>Family</b> <input type="text" value="12"/>	\$98.77	\$98.77
<b>Total Monthly Premium</b>	<b>\$3,842.25</b>	<b>\$3,842.25</b>

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





This quote comparison has been prepared for:



VISION COVERAGE Plan Year: 2023-24	Humana	Humana
PLAN	CURRENT 2022-23 PLAN Humana Vision 160	RENEWAL 2023-24 Humana Vision 160
<b>Exam (In/Out)</b>	10/Up to \$30	10/Up to \$30
<b>Frames (In/Out)</b>	\$160 allowance/20% off balance over \$160	\$160 allowance/20% off balance over \$160
<b><u>Standard Plastic Lenses (In/Out)</u></b>		
<i>Single Vision</i>	\$10/Up to \$25	\$10/Up to \$25
<i>Bifocal</i>	\$10/Up to \$40	\$10/Up to \$40
<i>Trifocal</i>	\$10/Up to \$60	\$10/Up to \$60
<i>Lenticular</i>	\$10/Up to \$100	\$10/Up to \$100
<b>Contact Lenses (In/Out)</b>	\$160 allowance + 15% off balance over \$160 /\$128 allowance	\$160 allowance + 15% off balance over \$160 /\$128 allowance
<b><u>Frequency</u></b>		
<i>Exam</i>	Once every 12 months	Once every 12 months
<i>Lenses or Contact Lenses</i>	Once every 12 months	Once every 12 months
<i>Frame</i>	Once every 24 months	Once every 24 months
<b>MONTHLY PREMIUM</b>		
Employee <input type="text" value="49"/>	<b>\$9.05</b>	<b>\$9.05</b>
Employee/Spouse <input type="text" value="9"/>	<b>\$18.11</b>	<b>\$18.11</b>
Employee/Child(ren) <input type="text" value="7"/>	<b>\$17.20</b>	<b>\$17.20</b>
Family <input type="text" value="9"/>	<b>\$27.04</b>	<b>\$27.04</b>
<b>TOTAL Monthly Premium</b>	<b>\$915.90</b>	<b>\$915.90</b>



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





Basic Life Coverage		
Life Rate: 2 Year Rate Guarantee	Current:	\$0.24

**Business Item 6:**

**Agenda Request – Jasper County BOC**

**Department:**

**Date:** June 5, 2023

**Subject:** Judicial Alternatives of Georgia – Probation Services Contract Amendment – Superior Court

**Summary:**

Judicial Alternatives of Georgia is requesting to amend the fee schedule in the current Probation Services contract for the Superior Court.

**Background:**

Jasper County contracts with Judicial Alternatives of Georgia for probation services for the Superior Court. The current contract expires on December 31, 2025.

**Cost:**

**Recommended Motion:**

Authorize Chairman to execute the amendment to the Judicial Alternatives of Georgia's Probation Services Contract for the Superior Court as presented.

**AMENDMENT TO PROBATION SERVICE CONTRACT BETWEEN JUDICIAL  
ALTERNATIVES AND JASPER COUNTY SUPERIOR COURT**

**Fee Schedule Change**

The following changes have been made to the service contract between Judicial Alternatives of Georgia and Jasper County Superior Court. This change is to be effective 7/1/2023 until the end of current contract between the two parties. This fee increase is only effective on new cases with court dates after 7/1/2023.

**OBLIGATIONS OF THE COURT OR GOVERNING AUTHORITY**

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

**G. Payment for Contractors Services**

For regular probation supervision which includes a minimum of one (1) office contact per month and may require as many as four (4), the probationer shall pay a fee of \$45.00 per month. For intensive probation supervision which includes a minimum of one (1) office contact per week and four (4) office contacts each month, probationer shall pay a fee of \$55.00 per month. Contractor shall collect such probation fee for each month a probationer is under probation supervision. A one (1) month supervision fee is defined as the date the probationer is placed on probation and runs through the monthly anniversary date each month. If a probationer is supervised past the monthly anniversary date, the probationer will be charged one (1) months supervision fee. During the term of this Agreement and Contractor's satisfactory performance, the Court shall refer all offenders ordered to serve time on probation, to Contractor for purposes of probation supervision services.

**H. Probation Fee**

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

U. Binding Agreement

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

Contractor may not delegate, assign or subcontract any obligation of Contractors performance under the Contract and may not assign any right under this Contract, in either case without Court's written approval. The Court's discretion in this regard shall be absolute. Any notices made in accordance with this Agreement except as otherwise set out in Item K, shall be in writing and shall be made by Jasper County, Georgia or certified mail, return receipt requested, to:

Judicial Alternatives of Georgia, Inc  
Attn: Kenneth Kight  
901 Bellevue Ave  
Dublin, Georgia 31021  
Office: (478) 274-0060  
Fax: (478) 274-8168

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

PROBATION SERVICES CONTRACTOR:

By: [Signature]  
Name: Kenneth Kight  
Title: Co-Owner, Judicial Alternatives of Georgia, Inc

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Jasper County, Georgia

By: [Signature]  
Chief Judge: Blenda H. TRANWELL  
Court: Jasper County Superior Court, Georgia

## Exhibit A

### SCHEDULE OF FEES

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

<u>SERVICE</u>	<u>COST OF SERVICE</u>
Regular Probation Supervision	\$45.00 per month, per offender
Intensive Supervision (Requires minimum of 3 weekly contacts)	\$55.00 per month, per offender
Pre-Trial Supervision	\$45.00 per month, per offender

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

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



## **JUDICIAL ALTERNATIVES OF GEORGIA**

### **Probation Services Agreement**

This Agreement is made by and between **Judicial Alternatives of Georgia, Inc.**, a corporation, organized under the laws of the State of Georgia, with its principal place of business at 203 North Franklin Street, Dublin, Georgia hereinafter called "Contractor and the **Jasper County Superior Court**, Georgia hereinafter called "Court". This Agreement is governed by Article 6 of Chapter 8 of Title 42 of the Official Code of Georgia, Annotated. The parties enter into the Agreement under the specific authority of 42-8-101.

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

#### **SCOPE OF SERVICES AND RESPONSIBILITIES OF CONTRACTOR**

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

##### **A. Responsibilities of Probation Services Contractor**

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

#### **B. Reports**

Contractor shall provide to the judge and governing authority with whom the contract or agreement was made and the board a quarterly report summarizing the number of offenders under supervision; the amount of fines, and restitution collected; the amount of fees collected and the nature of such fees, including probation supervision fees, rehabilitation programming fees, electronic monitoring fees, drug or alcohol detection device fees, substance abuse or mental health evaluation or treatment fees, and drug testing fees; the number of community service hours performed by probationers under supervision; a listing of any other service for which a probationer was required to pay to attend; the number of offenders for whom supervision or rehabilitation has been terminated and the reason for the termination; and the number of warrants issued during the quarter, in such detail as requested.

#### **C. Tender of Collections**

Contractor shall tender to the Clerk of the Court a report of collections and all fines, fees, and costs collected during the month from probationers by the 10<sup>th</sup> day of the following month. Restitution shall be paid to the victim by the 10<sup>th</sup> day of the month following collection unless the Court orders payment to the clerk of court, and then it shall be paid as such other collections are paid to the Clerk. In the event Contractor cannot locate the victim, payment shall be made to the Clerk of Court. Contractor shall credit payments of funds to in the following order of priority: 1) restitution 2) probation fees to include GCVEF, 3) fines, 4) court costs and surcharges. Contractor shall not retain or profit from any fines, restitution, fees or cost collected from probationers except the probation fees authorized by this Agreement and listed in Exhibit "A".

#### D. Access to Contractor Records

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

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

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

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

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

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

4.) No private corporation, private enterprise, or private agency contracting to provide probation services under the provisions of this article nor any employees of such entities shall specify, directly or indirectly, a particular **DUI Alcohol or a Drug Use Risk Reduction Program** which a probationer may or shall attend. This paragraph shall not prohibit furnishing any probationer, upon request, with the names of certified DUI Alcohol or Drug Use Risk Reduction Programs. Any person violating this paragraph shall be guilty of a misdemeanor.

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

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

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

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

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

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

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

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

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

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

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

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

### **OBLIGATIONS OF THE COURT OR GOVERNING AUTHORITY**

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

#### **G. Payment for Contractors Services**

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

#### **H. Probation Fee**

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

#### I. Pre-sentence Investigations

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

#### J. Access to Criminal Histories

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

#### K. Notice of Court Sessions

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

#### L. Court Facilities

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

#### M. Period of Service

This agreement shall commence performance on **January 1, 2021** and shall continue until **December 31, 2025** and shall not exceed a period of five (5) years. Either party may terminate this Agreement upon thirty (30) days written notice. The Court and/or Governing Authority may terminate this Agreement immediately for cause, including without limitation material breach of this Agreement, insolvency of Contractor, filing of a voluntary or involuntary case in bankruptcy. Within thirty (30) working days of termination, the contractor shall peacefully surrender to the Court all records and documents generated by Judicial Alternatives of Georgia, Inc, in connection with this Agreement and the services hereunder and any equipment or supplies assigned to Contractor by the Court. Contractor shall turn over to the Clerk of Court any moneys collected or received less supervision fees validly incurred and duly owing to Contractor through the termination date. Any fines, costs, fees or restitution received by Contractor from probationers of this Court after termination of this Agreement shall be forwarded to the Clerk of Court, other than fees earned by Contractor. The Court shall provide Contractor a receipt for all property surrendered under this provision.



## **INDEMNITY, INSURANCE, AND BONDING OBLIGATIONS OF CONTRACTOR**

### **N. Insurance and Bond**

Upon registration application to operate a private probation entity must include written evidence of general liability insurance coverage of at least \$1 million. This insurance must be maintained at all times while providing services.

### **O. Indemnification**

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

## **REPRESENTATIONS AND WARRANTIES OF CONTRACTOR**

### **P. Deficiency in Service by Contractor**

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

### **Q. Time is of the Essence of this Agreement**

### **R. Compliance with the Law**

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

#### S. Independent Contractor

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

#### T. Entire Agreement

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

#### U. Binding Agreement

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

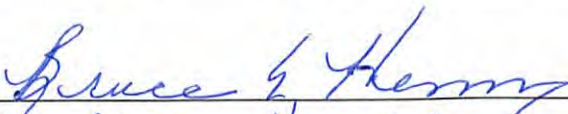
Contractor may not delegate, assign or subcontract any obligation of Contractors performance under the Contract and may not assign any right under this Contract, in either case without Court's written approval. The Court's discretion in this regard shall be absolute. Any notices made in accordance with this Agreement except as otherwise set out in Item K, shall be in writing and shall be made by Jasper County or certified mail, return receipt requested, to:


Judicial Alternatives of Georgia, Inc  
Attn: Kenneth Kight  
203 North Franklin Street  
Dublin, Georgia 31021  
Office: (478) 274-0060  
Fax: (478) 274-8168

IN WITNESS WHEREOF, THE PARTIES HERE TO HAVE EXECUTED THIS AGREEMENT ON THE 1 DAY OF MARCH, 2021.

PROBATION SERVICES CONTRACTOR:

By:   
Name: Kenneth Kight  
Title: Co-Owner, Judicial Alternatives of Georgia, Inc

By:   
Name: Bruce Henry  
Title: BOC CHAIRMAN  
Jasper County, Georgia

By:   
Chief Judge: Hon. Brenda Holbert Trammell  
Court: Jasper County Superior Court, Georgia

## **Exhibit A**

### **SCHEDULE OF FEES**

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

<b><u>SERVICE</u></b>	<b><u>COST OF SERVICE</u></b>
Regular Probation Supervision	\$40.00 per month, per offender
Intensive Supervision (Requires minimum of 3 weekly contacts)	\$50.00 per month, per offender
Pre-Trial Supervision	\$40.00 per month, per offender

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

<b><u>PROGRAM SERVICES</u></b>	<b><u>COST OF SERVICE</u></b>
Drug Screens (Screens for 8 controlled substances)	\$15.00 (URINALYSIS)      \$25.00 per screen (ORAL TEST)
Electronic Monitoring	\$10.00 per day, per offender
Electronic Monitoring w/Intox	\$12.00 per day, per offender
Anger Management Program	\$175.00 (8 hour course)
“Responsible Behavior”	\$175.00 (8 hour course)
Pre-Sentence Investigation	\$250.00 (Available if requested)

**Business Item 7:**

**Agenda Request – Jasper County BOC**

**Department:** Probate Court

**Date:** June 5, 2023

**Subject:** Judicial Alternatives of Georgia – Probation Services Contract – Probate Court

**Summary:**

The new Probation Services Agreement for the Probate Court shall commence performance on July 1, 2023 and shall continue until June 30, 2028.

**Background:**

Jasper County contracts with Judicial Alternatives of Georgia for probation services for the Probate Court.

**Cost:**

**Recommended Motion:**

Authorize Chairman to execute the Judicial Alternatives of Georgia Probation Services Agreement for the Probate Court as presented.



# **JUDICIAL ALTERNATIVES OF GEORGIA**

## **Probation Services Agreement**

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

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

### **SCOPE OF SERVICES AND RESPONSIBILITIES OF CONTRACTOR**

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

#### **A. Responsibilities of Probation Services Contractor**

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

#### B. Reports

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

#### C. Tender of Collections

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

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

#### D. Access to Contractor Records

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **OBLIGATIONS OF THE COURT OR GOVERNING AUTHORITY**

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

#### **G. Payment for Contractors Services**

For regular probation supervision which includes a minimum of **one (1)** office contact per month and may require as many as **four (4)**, the probationer shall pay a fee of **\$45.00** per month. For intensive probation supervision which includes a minimum of **one (1)** office contact per week and **four (4)** office contacts each month, probationer shall pay a fee of **\$60.00** per month. Contractor shall collect such probation fee for each month a probationer is under probation supervision. A **one (1) month** supervision fee is defined as the date the probationer is placed on probation and runs through the monthly anniversary date each month. If a probationer is supervised past the monthly anniversary date, the probationer will be charged one (1) months supervision fee. During the term of this Agreement and Contractor's satisfactory performance, the Court shall refer all offenders ordered to serve time on probation, to Contractor for purposes of probation supervision services.

#### **H. Probation Fee**

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

#### I. Pre-sentence Investigations

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

#### J. Access to Criminal Histories

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

#### K. Notice of Court Sessions

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

#### L. Court Facilities

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

#### M. Period of Service

This agreement shall commence performance on **July 1, 2023** and shall continue until **June 30, 2028** and shall not exceed a period of five (5) years. Either party may terminate this Agreement upon thirty (30) days written notice. The Court and/or Governing Authority may terminate this Agreement immediately for cause, including without limitation material breach of this Agreement, insolvency of Contractor, filing of a voluntary or involuntary case in bankruptcy. Within fifteen (15) working days of termination, the contractor shall peacefully surrender to the Court all records and documents generated by Judicial Alternatives of Georgia, Inc, in connection with this Agreement and the services hereunder and any equipment or supplies assigned to Contractor by the Court. Contractor shall turn over to the Clerk of Court any moneys collected or received less supervision fees validly incurred and duly owing to Contractor through the termination date. Any fines, costs, fees or restitution received by Contractor from probationers of this Court after termination of this Agreement shall be forwarded to the Clerk of Court, other than fees earned by Contractor. The Court shall provide Contractor a receipt for all property surrendered under this provision.

## **INDEMNITY, INSURANCE, AND BONDING OBLIGATIONS OF CONTRACTOR**

### **N. Insurance and Bond**

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

### **O. Indemnification**

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

## **REPRESENTATIONS AND WARRANTIES OF CONTRACTOR**

### **P. Deficiency in Service by Contractor**

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

### **Q. Time is of the Essence of this Agreement**

### **R. Compliance with the Law**

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



## S. Independent Contractor

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

## T. Entire Agreement

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

## U. Binding Agreement

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

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

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

Judicial Alternatives of Georgia, Inc.

Attn: Craig Taylor  
418 Flint Ave.  
Albany, Georgia 31701  
Office: (229) 420-2051  
Fax: (229) 420-2055

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

PROBATION SERVICES CONTRACTOR:

By: Craig Taylor  
Name: Craig Taylor  
Title: Director, Judicial Alternatives of Georgia, Inc

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Jasper County, Georgia

By: Andrea W. Brown  
Chief Judge: Andrea W. Brown  
Court: Probate Court of Jasper County, Georgia

# Exhibit A

## SCHEDULE OF FEES

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Electronic Monitoring w/Intox	\$12.00 per day, per offender
Pre-Sentence Investigation	\$250.00 (Available if requested)

**Business Item 8:**

**Agenda Request – Jasper County BOC**

**Department:**

**Date:** June 5, 2023

**Subject:** Judicial Alternatives of Georgia – Probation Services Contract – Magistrate Court

**Summary:**

The new Probation Services Agreement for the Magistrate Court shall commence performance on July 1, 2023 and shall continue until June 30, 2028.

**Background:**

Jasper County contracts with Judicial Alternatives of Georgia for probation services for the Magistrate Court.

**Cost:**

**Recommended Motion:**

Authorize Chairman to execute the Judicial Alternatives of Georgia Probation Services Agreement for the Magistrate Court as presented.



# **JUDICIAL ALTERNATIVES OF GEORGIA**

## **Probation Services Agreement**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### B. Reports

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

#### C. Tender of Collections

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



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

#### D. Access to Contractor Records

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **OBLIGATIONS OF THE COURT OR GOVERNING AUTHORITY**

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

#### **G. Payment for Contractors Services**

For regular probation supervision which includes a minimum of one (1) office contact per month and may require as many as four (4), the probationer shall pay a fee of \$45.00 per month. For intensive probation supervision which includes a minimum of one (1) office contact per week and four (4) office contacts each month, probationer shall pay a fee of \$60.00 per month. Contractor shall collect such probation fee for each month a probationer is under probation supervision. A one (1) month supervision fee is defined as the date the probationer is placed on probation and runs through the monthly anniversary date each month. If a probationer is supervised past the monthly anniversary date, the probationer will be charged one (1) months supervision fee. During the term of this Agreement and Contractor's satisfactory performance, the Court shall refer all offenders ordered to serve time on probation, to Contractor for purposes of probation supervision services.

#### **H. Probation Fee**

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

## I. Pre-sentence Investigations

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

## J. Access to Criminal Histories

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

## K. Notice of Court Sessions

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

## L. Court Facilities

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

## M. Period of Service

This agreement shall commence performance on **July 1, 2023** and shall continue until **June 30, 2028** and shall not exceed a period of five (5) years. Either party may terminate this Agreement upon thirty (30) days written notice. The Court and/or Governing Authority may terminate this Agreement immediately for cause, including without limitation material breach of this Agreement, insolvency of Contractor, filing of a voluntary or involuntary case in bankruptcy. Within fifteen (15) working days of termination, the contractor shall peacefully surrender to the Court all records and documents generated by Judicial Alternatives of Georgia, Inc, in connection with this Agreement and the services hereunder and any equipment or supplies assigned to Contractor by the Court. Contractor shall turn over to the Clerk of Court any moneys collected or received less supervision fees validly incurred and duly owing to Contractor through the termination date. Any fines, costs, fees or restitution received by Contractor from probationers of this Court after termination of this Agreement shall be forwarded to the Clerk of Court, other than fees earned by Contractor. The Court shall provide Contractor a receipt for all property surrendered under this provision.

## **INDEMNITY, INSURANCE, AND BONDING OBLIGATIONS OF CONTRACTOR**

### **N. Insurance and Bond**

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

### **O. Indemnification**

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

## **REPRESENTATIONS AND WARRANTIES OF CONTRACTOR**

### **P. Deficiency in Service by Contractor**

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

### **Q. Time is of the Essence of this Agreement**

### **R. Compliance with the Law**

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

#### S. Independent Contractor

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

#### T. Entire Agreement

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

#### U. Binding Agreement

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

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

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

Judicial Alternatives of Georgia, Inc.

Attn: Craig Taylor  
418 Flint Ave.  
Albany, Georgia 31701  
Office: (229) 420-2051  
Fax: (229) 420-2055

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

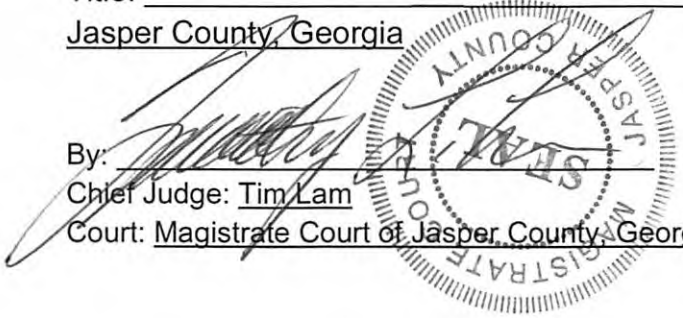
PROBATION SERVICES CONTRACTOR:

By: Craig Taylor  
Name: Craig Taylor  
Title: Director, Judicial Alternatives of Georgia, Inc

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Jasper County, Georgia

By: Tim Lam  
Chief Judge: Tim Lam  
Court: Magistrate Court of Jasper County, Georgia





# Exhibit A

## SCHEDULE OF FEES

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

<u>SERVICE</u>	<u>COST OF SERVICE</u>
Regular Probation Supervision	\$45.00 per month, per offender
Intensive Supervision (Requires minimum of 1 weekly contact)	\$60.00 per month, per offender
Pre-Trial Supervision	\$45.00 per month, per offender

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

<u>PROGRAM SERVICES</u>	<u>COST OF SERVICE</u>
Drug Screens (Screens for 8 controlled substances)	\$25.00 (URINALYSIS)      \$30.00 per screen (ORAL TEST)
Electronic Monitoring	\$10.00 per day, per offender
Electronic Monitoring w/Intox	\$12.00 per day, per offender
Pre-Sentence Investigation	\$250.00 (Available if requested)

**Business Item 9:**

**Agenda Request – Jasper County BOC**

**Department:** Courts

**Date:** June 5, 2023

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

**Summary:**

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

The contract is for the period July 1, 2023 thru June 30, 2024.

Jasper County’s attorney has reviewed the contract.

**Background:**

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

**Cost:**

Annual Cost - \$58,684.14

To be included in FY 2024 Budget.

**Recommended Motion(s):**

Motion to approve Chairman to execute the Georgia Indigent Defense Services Agreement for the period July 1, 2023 to June 30, 2024 with an annual cost of \$58,684.14 paid in monthly installments of \$4,890.35.



GEORGIA  
PUBLIC  
DEFENDER  
COUNCIL

## GEORGIA INDIGENT DEFENSE SERVICES AGREEMENT

**THIS AGREEMENT** is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, among the Georgia Public Defender Council (herein referred to as “**GPDC**”), the Circuit Public Defender Office of the Ocmulgee Judicial Circuit (herein referred to as “**the Public Defender Office**”), and the governing authority of Jasper County, body politic and a subdivision of the State of Georgia (herein referred to as “**the County**”) and is effective July 1, 2023.

### WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE 1**

### **STATUTORY PERSONNEL**

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

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

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

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

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

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

## ARTICLE 2

### ADDITIONAL PERSONNEL AND SERVICES

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

## ARTICLE 3

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

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

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

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

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

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

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

#### ARTICLE 4

#### TRAVEL AND REIMBURSEMENT OF EXPENSES

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

#### ARTICLE 5

#### MISCELLANEOUS

**Section 5.01 Term.** The term of this agreement is one (1) year beginning July 1, 2023 and ending June 30, 2024.

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

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

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

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

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

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

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

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

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

**Jasper County:**

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

**Georgia Public Defender Council:**

Omotayo Alli, Director  
270 Washington Street, Suite 6079  
Atlanta, Georgia 30334

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

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

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

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

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

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

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

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

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



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

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

IN WITNESS WHEREOF, the parties have each here<sup>3</sup> unto affixed their signatures the day and year first written above.

ATTEST:

**Jasper County**

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

ATTEST:

**Circuit Public Defender**

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

ATTEST:

Consented to:

**Georgia Public Defender Council**

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

Ocmulgee Judicial Circuit

ATTACHMENT B – Personnel & Operating Expenditures

Jasper County

July 1, 2023 – June 31, 2024

The County agrees to pay the Public Defender Office \$58,684.14 in 12 monthly installments of \$4,890.35. Installments are due to the Georgia Public Defender Council (GPDC) on the 15<sup>th</sup> of the preceding month beginning on June 15, 2023. Invoices will be sent to the following address:

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

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

GPDC  
Attn: Jason Ring  
270 Washington Street  
Suite 6079  
Atlanta, GA 30334

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

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

They may also provide legal representation to indigent defendants in State Court of Jasper County in accordance with the additional services provisions set below:

**Definition.** For the purposes of this agreement and this attachment the term “additional services” means services provided by the Public Defender Office in addition to those services that the Public Defender Office is required by law to provide.

**Additional Services.** The Public Defender Office agrees to provide and the County agrees to pay for the additional services described in this attachment. The parties agree to the terms of this attachment and this attachment is incorporated into this agreement by reference. The amount to be paid in this attachment includes a 5% administrative fee. Any additional personnel employed by the Public Defender Office pursuant to this attachment are full-time state paid employees of the Public Defender Office in the unclassified service of the State Merit System of Personnel Administration with all the benefits provided by law to employees in the unclassified service.

**Compliance with Standards.** Subject to the availability of resources, the Public Defender Office agrees to provide the additional services provided for in this attachment in a professional manner consistent with the standards adopted by the Georgia Public Defender Council. In the event the Public Defender Office’s caseload reaches a size that prevents the Public Defender Office from providing the additional services in a manner which meets the standards adopted by the Georgia Public Defender Council, the Public Defender Office may give the County 30 days written notice of its intent to suspend taking new additional services

cases pursuant to this attachment. The provisions of Section 5.08 shall apply during the period of the suspension. The Public Defender Office shall give the County 10 days written notice of its intent to lift the suspension of the additional services. At any time during a period of suspension of the additional services up to and including the 5<sup>th</sup> calendar day after the County receives notice from the Public Defender Office of its intent to lift the suspension, the County may elect to terminate the its obligations under this attachment by giving the Public Defender Office written notice thereof; in which event the parties obligations under this attachment immediately terminate subject to the provisions of Section 5.08.

**Business Item 10:**

**Agenda Request – Jasper County BOC**

**Department:** Human Resources

**Date:** June 5, 2023

**Subject:** Human Resources and County Boards Report

**Summary:**

Staff will present a Human Resource Report and upcoming Board Appointments needed.

**Background:**

Staff has been requested to provide a Human Resource Report along with upcoming expired Board appointments to the Board of Commissioners. Reports will be provided in the months of March, June, September, and December going forward.

**Cost:**

None

**Recommended Motion:**

None Required



## Jasper County Human Resources Report

Period Covered: March 2023 – May 2023

### Current Open Positions

**E911 Director**

**Operator II**

**CDL Driver**

**EMT**

**Paramedics**

**911 Dispatchers**

**Public Works/Landfill Operator**

### New Hires/Transfers

**Courthouse Security – 1**

**Sheriff Office – 2**

**Jail - 4**

**Public Works – 1**

**Tax Commissioner – 1**

**Superior Court - 1**

**Recreation – Part-Time - 2**

### Terminations/Resignations

**Sheriff – 1**

**Courthouse Security - 2**

**Public Works - 1**

### Total Employees = 157

**Full-time = 112**

**Part-time = 45**



## Jasper County Boards Report

Period Covered: March 2023– May 2023

### Upcoming Board Appointments Needed:

Jasper County Planning and Zoning Board: 1

Zoning Board of Appeals - 1

Jasper County Public Facilities Authority - 1

**Business Item 11:**

**Agenda Request – Jasper County BOC**

**Department:** Board of Commissioners

**Date:** June 5, 2023

**Subject:** Agenda Format Change Discussion Regarding Public Hearing and Action Item

**Summary:**

Discussion requested regarding a format change to the Public Hearing and Business Item sections of the agenda.

Potential change

Reformat the agenda to allow business action on the item presented in each public hearing immediately following each individual public hearing.

**Background:**

**Cost:**

**Recommended Motion:**

Board Discretion



**Business Item 12:**

**Agenda Request – Jasper County BOC**

**Department:** Board of Commissioners

**Date:** June 5, 2023

**Subject:** FY 2024 Budget Discussion - Consensus to Advertise

**Summary:**

FY 2024 Budget Discussion with the goal of achieving a consensus to advertise.

**Background:**

Jasper County BOC operates on a fiscal year ending June 30 of each year.

**Cost:**

**Recommended Motion:**

Board Discretion

**JASPER COUNTY BOARD OF COMMISSIONERS  
JASPER COUNTY, GEORGIA  
FISCAL YEAR 2024 BUDGET CALENDAR**

February 10	<u>Letters to Appropriation Entities</u>
February 10	<u>Budget Calendar Provided To Department Heads &amp; Constitutional Officers</u>
March 3	<u>Budget Templates – Delivered to Department Heads/Constitutional Officers</u>
March 10	<u>Appropriation Requests Due Back to Finance Department</u>
March 24	<u>Departmental/Enterprise/Constitutional Budget Requests Due Back to Finance Department</u>
March 31	<u>Preliminary Digest from Tax Assessor</u>
March 27 – April 6	<u>Department Heads &amp; Constitutional Officers Budget Reviews</u> (County Manager, Chief Accounting Officer, Department Heads & Constitutional Officers)
April 6	<u>County – Wide M &amp; O Budget Rollup</u>
April 24	<u>Work Session - Budget Presentation to BOC &amp; Citizens 6 P.M.</u>

**Budget Work Sessions for Board of Commissioners**

Friday	May 5	9:00 A.M. – 12:00 P.M
Monday	May 15	6:00 P.M.
Friday	May 19	9:00 A.M. – 12:00 P.M
Monday	May 22	6:00 P.M.
Tuesday	May 30	6:00 P.M.
Friday	June 2	9:00 A.M. – 12:00 P.M

\*Additional Work Sessions to be scheduled as needed

<b>June 5</b>	<b><u>Board Consensus to Advertise - Proposed FY 2024 Budget, Proposed 2023 Millage Rates and 2023 Tax Digest Meeting 6:00 P.M.</u></b>
June 8	<u>Advertise Public Hearings Dates and Locations, Proposed FY 2024 Budget, Proposed 2023 Millage Rates, 2023 Tax Digest &amp; Five Year Report</u>
June 12	<u>Public Hearing – Proposed FY 2024 Budget, Proposed 2023 Millage Rates &amp; 2023 Tax Digest 10:00 A.M.</u>
June 12	<u>Public Hearing – Proposed FY 2024 Budget, Proposed 2023 Millage Rates &amp; 2023 Tax Digest 6:00 P.M.</u>
<b>June 16</b>	<b><u>Called Meeting – Adopt FY 2024 Budget &amp; Set 2023 Millage Rates 9:00 AM</u></b>
June 20	<u>Post Adopted FY 2024 Budget &amp; 2023 Millage Rates &amp; 2023 Tax Digest &amp; Implement FY 2024 Budget</u>

**Business Item 13:**

**Agenda Request – Jasper County BOC**

**Department:** Board of Commissioners

**Date:** June 5, 2023

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

**Summary:**

Schedule Work Sessions and Call Meetings As Needed

**Background:**

**Cost:**

**Recommended Motion:**

Board Discretion