

**BOARD OF COUNTY COMMISSIONERS
JASPER COUNTY, GEORGIA
REGULAR MEETING AGENDA**

****** COMMISSIONER'S MEETING ROOM, GROUND FLOOR, STE. 16 ****
MONTICELLO, GEORGIA**

August 7, 2023

6:00 p.m.

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

I. Call to Order (6:00 p.m.)				
NAME	PRESENT	ABSENT	LATE	ARRIVED
DISTRICT 1 – SHEILA G. JONES, 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 – VACANT	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
DISTRICT 5 - STEVEN LEDFORD	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

II. Pledge of Allegiance –

III. Invocation – District 5

IV. Approval of Agenda

V. Consent Agenda –

1. Approval of Minutes:

- July 10, 2023 - Regular Meeting Minutes
- May 15, 2023 - Work Session Minutes
- May 17, 2023 – Work Session Minutes
- May 19, 2023 - Work Session Minutes
- May 30. 2023 – Work Session Minutes -corrected
- May 30, 2023 – Called Meeting Minutes
- June 12, 2023 – Public Hearing Minutes 10 AM
- June 12, 2023 - Public Hearing Minutes 6 PM

2. Check Register – Check #'s **68242 – 68425**

VI. Public Hearing with Business Action

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 act on each item presented below.

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. Mobile Home Decal Resolution
2. 2009 Ford E-350 Van Bids – Senior Center
3. Senior Center Vaccine Initiative Grant
4. 2023 ACCG Legislative Leadership Conference Business Session Delegate
5. FY 2023 – 2024 Joint Use Agreement – Jasper County Board of Education and Jasper County Board of Commissioners
6. National Fitness Campaign – Community Wellness Program – Fitness Court
7. Release & Settlement Agreement – Henderson Mill Rd Culvert Washout
8. Additional Funding Request for Public Works to purchase a 2023 Ford 250 Diesel truck
9. Four Culverts Replacement Project – Bid Results
10. 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: August 7, 2023

Subject: Approval of Minutes

Summary:

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

- July 10, 2023 - Regular Meeting Minutes
- May 15, 2023 - Work Session Minutes
- May 17, 2023 – Work Session Minutes
- May 19, 2023 - Work Session Minutes
- May 30. 2023 – Work Session Minutes -corrected
- May 30, 2023 – Called Meeting Minutes
- June 12, 2023 – Public Hearing Minutes 10 AM
- June 12, 2023 - Public Hearing Minutes 6 PM

Background:

Cost: \$0

Recommended Motion:

Approve minutes for:

- July 10, 2023 - Regular Meeting Minutes
- May 15, 2023 - Work Session Minutes
- May 17, 2023 – Work Session Minutes
- May 19, 2023 - Work Session Minutes
- May 30. 2023 – Work Session Minutes -corrected
- May 30, 2023 – Called Meeting Minutes
- June 12, 2023 – Public Hearing Minutes 10 AM
- June 12, 2023 - Public Hearing Minutes 6 PM

Jasper County Board of Commissioners
July 10, 2023
Regular Meeting Minutes
6:00 P.M.

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

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

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

Pledge of Allegiance:

Invocation: Chairman Don Jernigan, District 3.

Agenda Approval: Chairman Jernigan motioned to add JDA Board appointment to the agenda as Item# 5 and move the remaining items down one. Commissioner Ledford seconded the motion, passed unanimously.

Commissioner Ledford motioned to approve the agenda as presented. Commissioner Jones seconded the motion, passed unanimously.

Consent Agenda:

Commissioner Henry motioned to approve the following minutes as presented:

- May 1, 2023 – Regular Meeting Minutes
- May 5, 2023 - Work Session Minutes
- May 5, 2023 – Called Meeting Minutes
- May 22, 2023 – Work Session Minutes
- May 30, 2023 – Work Session Minutes
- June 5, 2023 – Regular Meeting Minutes

Commissioner Jones seconded the motion, passed unanimously.

Commissioner Ledford motioned to approve Check #s **67991-68241**. Commissioner Jones seconded the motion, passed 3-0. Commissioner Henry abstained.

Public Hearings:

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. The current Future Land Use maps shows this are to be in the Residential Future Land Use. The Planning Commission voted 2-2 on the matter.

For:

Terry White: Mr. White stood before the board and explained his reasoning for needing to have the parcel rezoned. He stated that he was told when he bought the lot that he only needed 3 acres to build a home. He is wanting to build his daughter a house close by him to help with his wife.

Oppose:

Mary Patrick- Ms. Patrick stated that a precedence has not been set.

Asher Gray- Mr. Gray stated that we have 5 acre lots for a reason. There are bigger properties that could be split.

Commissioner Jernigan ask to confirm that the Future Land Use Map allows this zoning.

Ms. Johnson directed the Board's attention to the Future Land Use map in the packet that shows the area as a future use. She also cleared the fact that she has to take petitions when they come in and don't suggest to people what they should do as stated by Mary Patrick in her opposition to the request. Rural Residential has been on the books since 2009.

Business Item: #1: 2023-REZ-001- Request to rezone 7.86 acres from AG(Agricultural) to RR (Rural Residential)- Commissioner Henry stated that you can build a 1200 sq. ft house in the Agriculture zoning and then build a Mother-in-law suite with a maximum of 750 sq. ft.

Chairman Jernigan stated that it is clearly in a residential area on the Future Land Use map.

Commissioner Henry motioned to deny the request to have the parcel rezoned. Commissioner Ledford seconded the motion. Commissioner Jernigan voted to allow the request. Commissioner Jones abstain from the vote. The motion failed.

2. Request approval of a division of land, RES23-003, located off of Hwy 11 N, Wild Road, and Shephard Rd, Map & Parcel 015 046. The request is to approve the division of land for a total of 5 lots on 50.98 acres. The property is zoned AG and the lots will abut existing road frontage. Each track have a minimum of 10 acres and all have 400 feet of road frontage. There was a 2-2 vote on the Planning Board.

For: None

Oppose: None

Business Item #2: RES23-003- Approval for an Agricultural Plat that has more than 3 lots- Commissioner Henry motioned to approve the request to approve the division of land. Commissioner Ledford seconded the motion, passed unanimously.

3. Request approval of a division of land, RES23-004, located at 4790 Goolsby Rd, with road frontage on Goolsby Rd and Old Agateville Road, Map & Parcel 052 032. The request is to approve the division of land for a total of 9 lots on 286.73 acres. The property is zoned AG and the lots will abut existing road frontage.

For: David Curry stated that they own the property and are in favor of the division.

Oppose:

Business Item 3- RES@#-004- Approval for an Agricultural Plat that has more than 3 lots.: Commissioner Ledford motioned to approve the request to divide the property into nine agricultural tracts. Commissioner Jones seconded the motion, passed unanimously.

4. FP23-002 – A Final Plat, FP23-002, for Waters Edge Subdivision, Phase 2, located off of Lawson Dr, Map & Parcel 014C 086, 014B 111 & 014B 112. The Preliminary Plat and Land Disturbance permit has been satisfied. The request is to record the Final Plat which has a total of 53 lots on 119.95 acres.

This is Phase 2 to an existing subdivision, Waters Edge. The original Preliminary Plat was approved in 2005 with a Final Plat for Phase 1 filed in April of 2007 under old regulations. Phase 2 of the development set dormant until 2021 when a revised Preliminary Plat was submitted for approval. The Board of Commissioners approved the updated Preliminary Plat on January 24, 2022. A Land Disturbance Permit was issued on May 17, 2022 to install roads and other infrastructure for the phase based off the approved Preliminary Plat. The owner has completed the installation of roads and other infrastructure and is now requesting approval of the Final Plat. This Final Plat falls under the old regulations, Sec. 105-91, that were in place in 2021.

On June 22, 2023 this was heard by the Planning and Zoning Board in which they recommended approval of the Final Plat

For: Brian Cagle spoke in favor of approval of the Final Plat for Phase 2. He stated that he has met all of the conditions that have been put in place.

Opposed:

Business Item 4: FP23-002- Approval process for Phase 2 of Waters Edge.: Commissioner Ledford motioned to approve Phase 2 of Waters Edge Subdivision. Commissioner Jones seconded the motion, passed unanimously.

Presentations/Delegations- None

Citizens Comments:

- **Juanita Norris**- Ms. Norris state that she is working with the B-Fit Grant, a behavioral health and fitness grant. They are providing services through Oconee Behavioral Health. They are providing Narcan training.
- **Cathy Benson (Monticello)**- Ms. Benson stood before the board to complain about short-term rentals. She stated her concern with the enforcement. Ms. Benson accused the attorney of stating there was vote. Attorney Fleming encouraged Ms. Benson to not say that he said something that he did not say.
- **Mary Patrick (Monticello)**- Ms. Patrick stated that the board is not getting bids. She also stated that we do not have Code Enforcement.
- **Asher Gray (Bailey Road)**- Mr. Gray stated the citizens of Jasper County is getting ready to speak by voting to fill the vacant seat September 19th.
- **Jim Belcher (Hillsboro)**- Mr. Belcher stated that we teach our kids to not be bullied, however there is a group of adults that are doing just that. He asks that commissioners not allow themselves to be bullied.
- **John Henderson (Herd's Creek Road)**- Mr. Henderson stated that he went to the BOE and spoke to them about their levy of taxes. He suggested some type of meaningful exemption for seniors.
- **Nathan Hyland (Meadows Road)**- Mr. Hyland spoke about his concerns with the Flock cameras.

County Commissioner's Items:

Commissioner Ledford- Commissioner Ledford ask about the status of the stop signs at the intersection of County Line Road and Henderson Mill Road.

Commissioner Jernigan- None

Commissioner Jones- Commissioner Jones stated that she wanted to make a correction to the Monticello News which stated that she would stay a "Long life Commissioner" if she do what "they" say or want. She stated that she don't know who "they" are but when she make a decision, she try to make the best decision for the entire county. She stated that she would like for our county to come together as one. She reiterated that she votes the way that she wants to vote.

Chairman Henry- None

Business Items:

Item 5: JDA Appointment: Commissioner Henry stated that the chairman usually serves on the board. This was the case up until Commissioner Stunkel was appointed. All other counties use their chairman.

Commissioner Henry motioned to appoint Chairman Jernigan on an interim basis. Commissioner Ledford seconded the motion, passed unanimously.

Item 6: Planning and Zoning Board Appointment: Mr. David McGuire stood before the board to explain why he wants to be appointed to the P&Z board.

Ms. El-Jourbagy stood before the board to explain why should would be a good fit for the P&Z board.

Commissioner Ledford motioned to appoint David McGuire to the Jasper County Planning and Zoning Board to serve for the period of July 2023 to July 2026. Commissioner Jones seconded the motion, passed unanimously.

Item 7: Jasper County Public Facilities Authority- Board Appointment: Commissioner Ledford motioned to appoint Jehan El-Jourbagy to serve on the Jasper County Public Facilities Authority Board for the term of July 2023 to July 2024. Commissioner Jones seconded the motion, passed unanimously.

Item 8: Sands Drive Park Improvements IGA with City of Monticello: BOC Staff with Interim County Attorney drafted an initial IGA and sent to the Monticello City Council. Monticello City Council amended the draft and signed and sent back to the BOC. BOC Staff and County Interim Attorney have revised the amended draft for BOC's review and approval to send back to Monticello City Council.

Commissioner Henry stated that we will need to send the IGA back to the City of Monticello to sign the original without any changes. He stated that if the IGA is not signed as originally sent it's a "no go".

Commissioner Henry motioned to send the original IGA back to the City of Monticello for signature. Commissioner Ledford seconded the motion, passed unanimously.

Item 9: Renewal of IGA for Building Inspection and Code Enforcement with City of Monticello: The Monticello City Council is requesting the Jasper County BOC renew the Intergovernmental Agreement for Building Inspection, Code Enforcement and Court Services.

Jasper County BOC Building Inspection Department performs all building inspections conducted within the incorporated limits of Monticello. City of Monticello's Code Enforcement Officer presents all city cases of code enforcement to the Jasper County Magistrate Court. The initial IGA was approved by the BOC on May 3, 2021.

Commissioner Ledford motioned to authorize Chairman to sign the renewal intergovernmental agreement with the City of Monticello regarding building inspections and code enforcement as presented. Commissioner Henry seconded the motion, passed unanimously.

Item 10: Adopt the Jasper County FY 2024 General Fund Budget: The Jasper County BOC needs to officially adopt the FY 2024 General Fund Budget.

Proposed FY 2024 General Fund Budget\$13,956,338

FY 2024 Revenue Note

Projected FY 2024 Revenue \$13,956,920

Commissioner Jones motioned to adopt resolution #2023.07.10A setting the Jasper County BOC FY 2024 General Fund Budget in the amount of \$13,956,338 as presented. Commissioner Ledford seconded the motion, passed unanimously.

Item 11: Adopt the Jasper County Wide M&O Millage Rate for 2023 Tax Billing:

Proposed 2023 BOC County Wide M&O Millage Rate 10.864

Rollback for 2023 for BOC County Wide Millage Rate 11.114

2022 BOC County Wide M&O Millage Rate 12.159

Commissioner Ledford motioned to adopt Resolution #2023.07.10B authorizing the Jasper County Tax Commissioner to levy a Jasper County Wide M&O Millage Rate of 10.684 for the 2023 Tax Billing. Commissioner Henry seconded the motion, passed unanimously.

Item 12: Schedule Work Sessions and Called Meetings as Needed: The board scheduled a Called Meeting for July 18th at 7:00 p.m. to adopt the BOE millage rate. A Called Meeting was scheduled for July 28th at 9:00 a.m. to discuss Capital Expenditures.

County Attorney Items: Mr. Fleming requested an Executive Session for a legal matter.

County Manager Update: Mr. Benton gave the monthly permit updates. He also stated that the debris removal was completed this weekend.

Executive Session:

Commissioner Ledford motioned to go into Executive Session at 7:35 p.m. to discuss personnel and litigation. Commissioner Henry seconded the motion, passed unanimously.

Commissioner Ledford motioned to exit Executive Session at 8:20 p.m. Commissioner Henry seconded the motion, passed unanimously.

Adjourn: Commissioner Henry motioned to adjourn the meeting at 8:25 p.m. Commissioner Ledford seconded the motion, passed unanimously.

Don Jernigan, Chairman

Sharon Robinson, Clerk

Jasper County Board of Commissioners
May 15, 2023
Budget 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; and Steven Ledford.

Staff Present: Mike Benton, County Manager, Sharon Robinson, Administrative Services Director

Work Session:

1. FY 2024 Budget:

Commissioner Ledford ask that we have a called Meeting on Friday, May 19th to discuss culverts that needs replacing because of recent storms.

Public Works: Mr. Walsh presented his increases for his department. Software fees increased. There is an 8% increase for insurance. Battery, gravel, hardware, and tools costs have increased basically because of vendor increases. Mr. Walsh requested a regular cab pick-up truck, half-ton. We have 2007 model with almost 300K miles. He requested an 8ft grader box blade. We will need a tandem axle dump truck. For FY2026 they will need a single axle dump truck. Fifteen-foot batwing mower. A motor grader added to the fleet. He stated that it is hard to keep up with the work orders with three machines. For FY 2027 Mr. Walsh is requesting another pick-up truck which will complete replacing our pick-up truck fleet. Ten-foot Right-of-way mower would need to be replaced by then. By 2027 we will need to replace the John Deere mower.

Magistrate Court: Judge Lam discussed the increases in his budget request. He stated that his salary is state mandated. The biggest increase is for the Deputy Magistrate. Most of the hours are after hours. There was a discussion of how the deputy magistrate hours are calculated.

Coroner: Mr. Billy Norris discussed his increases for his budget. The first increase is the state mandated increase. There is an increase in fuel and professional services.

County Extension: Ms. Kasey Hall presented the increases in her budget. Professional Services increased which is a once a year cost. Vehicle maintenance increased because of the increase in the number of vehicles in their fleet.

911 Authority: Gail Harrell presented requests for the 911 Authority. Ms. Harrell presented a letter from one of the Communications Officers. The insurance went up a little bit.

Mr. Benton stated that Kelly Fox our insurance broker has put out RFPs for our health insurance.

The Work Session was adjourned a t 8:00 p.m.

Don Jernigan, Chairman

Sharon S. Robinson, Clerk

Jasper County Board of Commissioners

May 17, 2023

Work Session Minutes

5:30 P.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. Comprehensive Plan Update and Future Land Use Map

Mr. John McBrayer talked about changes that were made to the map by the public. He stated that all of the yellow is for residential growth. The industrial will move towards the north part of the county so that we have potential to tap into water from Newton County. Another suggestion was to reduce the area of residential growth around Shady Dale. Members of the public suggested changing a lot of the residential growth around Jackson Lake Road as far north as County Line Road and Henderson Mill Road. Mr. McBrayer stated that all of the churches in the county should be marked as institutional. Moving forward that is the best practice. The gateway corridors from the 2018 map were removed from this map. It is drastically reduced to just outside the city limits. The public suggested that we greatly reduce the amount of residential growth around the City of Monticello. Some residential is still needed. The residential buffer for Hillsboro was removed and made conservation or agriculture.

Don Jernigan, Chairman

Sharon S. Robinson, Clerk

Jasper County Board of Commissioners

May 19, 2023

Joint Work Session Minutes

9:25 A.M.

Chairman Jernigan called the meeting to order at 9:25 a.m.

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

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

Work Session:

1. FY 2024 Budget:

Development Authority of Jasper County- Mr. David Dyer stood before the board to present his budget request. The Authority is requesting help to hire a summer intern for 12 weeks.

Azalea Regional Library System- Ms. Brown stood before the board to present the happenings with the Library. She stated that their operations increase so they are asking for just under \$10k.

Animal Control- Ms. Kristy Tribble presented her budget requests. She stated that they are not asking for anything extra in their budget. Her biggest need is for capital. She requested a truck. This will be in addition to the current truck. She stated that their calls are increasing. She is requesting an incinerator. The current one is not working. They are currently taking animals to Butts County to use their incinerator. Ms. Tribble requested some work to be done on their building including a 10x18 addition.

Senior Center- Ms. Jacobs presented her request to the board. Her increases were in the areas of advertisements.

EMA & Joint 911 Authority Follow-up - Mr. Brian Burgamy presented his budget proposal. There is a 2% increase each year for the CODE RED system, dues and fees increased by \$50, Education and Safety increased because of state requirements. He also presented request for the 911 Authority Board. He encouraged the board to consider raises for the Communication employees.

Fire Rescue- Mr. Chris Finch stood before the board to present his budget requests. Contract services increased by \$1500 for the power stretchers. Operating supplies increase because we are using more with the increased call volume. Mr. Finch requested an additional staffed ambulance. Our staffing has stayed the same for 49 years. Station 7 would have to be built out for staff. He is requesting a new tanker as well.

Commissioner Henry asked that Chief Finch put together the total cost for a new ambulance including monitors, lift, etc.

Don Jernigan, Chairman

Sharon S. Robinson, Clerk

Jasper County Board of Commissioners

May 30, 2023

Work Session Minutes

6:20 P.M.

Chairman Jernigan called the Work Session to order at 6:20 p.m.

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

Staff Present: Mike Benton, County Manager; Sharon Robinson, Administrative Services Director; Keldrick Davis, Recreation Director; Carole Norris, Registrar; Angela Walsh, Tax Commissioner; Kristy Tribble, Animal Control Director; Brenda Jacobs, Senior Center Director; Donnie Pope, Sheriff; Chris Finch, Fire Chief; Michael Walsh, Public Works Director.

Work Session:

1. FY 2024 Budget

Recreation Department- Mr. Keldrick Davis stood before the board to present his budget requests. He is requesting increases for contracted services, advertising, travel and employee reimbursement, electricity, as well as multiple sports. He is requesting an additional coordinator position.

Registrar- Ms. Carole Norris ask for an increase for her and all of her staff. She also ask for an additional person that will replace Carole once she retires.

Tax Commissioner- Ms. Angela Walsh stated that she is requesting raises for her staff. Her collection rate has increased.

Animal Control- Ms. Kristy Tribble requested an additional part-time position.

Senior Center- Ms. Brenda Jacobs requested additional staff and hours for the Senior Center.

Sheriff, Jail, & Courthouse Security- Sheriff Donnie Pope requested additional flock cameras. The Capital Outlay is the same as usual. There is a small increase on overtime pay. He also addressed the physician, hospital, and drug line items. We have to provide healthcare or the inmates. The food line item has increased as well.

Fire Rescue- Chief Finch requested raises for his personnel. He requested \$2 for each employee. Part-time employees are giving less days.

Public Works- Mr. Michael Walsh presented his pay increase requests to the board. He requested a 6% raise which would make most of his employees receive around \$1 per hour raise. He stated that it is hard to fill position because the pay that is currently being offered. He requested 13% raise for two employees who have been with the county longer than any other

employee (since 1989). He also requested an increase for his assistant who always go above and beyond.

Landfill- Mr. Walsh stated that the Landfill has always had a landfill Manager. When he was hired in he was hired solely as the Public Works Director. When the Landfill Manager resigned he stepped up to the plate and took over responsibilities. He stated that he put in 8-12 hours per week to make sure that everything is working properly. He is requesting for half of what the last landfill manager was making as a contractor.

The board went into an executive session at 8:00 p.m.

Don Jernigan, Chairman

Sharon S. Robinson, Clerk

Jasper County Board of Commissioners
May 30, 2023
Called Meeting Minutes
6:00 P.M.

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

Commissioners Present: Don Jernigan, Chairman; Sheila Jones, Vice-Chairman (by phone); Bruce Henry; and Steven Ledford.

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

Pledge of Allegiance:

Invocation: Commissioner Sheila Jones, District 1.

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

Consent Agenda: None

Public Hearings: None

Presentations/Delegations- None

Citizens Comments: None

County Commissioner's Items:

Commissioner Ledford- None

Commissioner Stunkel- None

Commissioner Jernigan- None

Commissioner Jones- None

Chairman Henry- None

Business Items:

Item 1: Request to Purchase a New Ambulance: Chief Chris Finch presented a list of our current fleet.

Frontline Ambulances Fleet

Medic 1	2017 Ford	164,476 miles
Medic 3	2021 Chevrolet	43,706 miles

Spare Ambulances

Medic 2 – 2014 Chevrolet	228,525 miles
Medic 7 – 2014 Chevrolet	272,627 miles

One of the 2014s stayed in the shop for over eight months because of the availability of parts. This one is not licensed. We have to pay for a reinspection fee to get it inspection. He stated that it is hard to purchase ambulances right now. Most are two years out. This unit will go in to replace Medic 1.

Proposal from Ten-8

2024 Ford F-450 4x4 Diesel with a Demers MXP-170 ambulance conversion	
Ambulance Cost	\$312,947.00
Stryker Powerload and Power Pro	<u>\$55,801.00</u>

Total Ambulance Package \$367,748.00

Estimated Delivery Time – 10 Months from Order Date

Commissioner Ledford motioned to authorize chairman to sign proposal from Ten-8 for the new ambulance as presented for an amount not to exceed \$368,748 and the funds to come from Fund Balance. Commissioner Jones seconded the motion, passed unanimously.

County Attorney Items: None

County Manager Update: None

Executive Session:

None

Adjourn: Commissioner Ledford motioned to adjourn the meeting at 6:15 p.m. Commissioner Henry seconded the motion, passed unanimously.

Don Jernigan, Chairman

Sharon Robinson, Clerk

Jasper County Board of Commissioners
June 12, 2023
Public Hearing Minutes
10:00 A.M.

Vice-Chair, Sheila Jones opened the Public Hearing at 10:00 a.m.

Bruce Henry, Commissioner was in attendance.

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

Public Hearing: FY 2024 Budget and 2022 Millage Rate

Vice-Chair Jones noted the General Fund FY 2024 Proposed Budget as follows:

GENERAL FUND		FY 2024 PROPOSED BUDGET
1110	BOC	340,738
1300	EXECUTIVE	219,463
1400	ELECTIONS	71,848
1401	REGISTRAR	103,823
1510	FINANCIAL ADMINISTRATION	255,477
1540	HR	104,683
1545	TAX COMMISSIONER	272,036
1550	TAX ASSESSOR	340,615
1565	GOVERNMENT BUILDINGS	162,048
2150	SUPERIOR COURT	406,826
2200	DISTRICT ATTORNEY	60,257
2400	MAGISTRATE COURT	154,961
2450	PROBATE COURT	209,808
2600	JUVENILE COURT	4,000
3100	COURTS OTHER COSTS	127,410
3300	SHERIFF	2,833,908
3326	JAIL	1,180,740
3360	COURTHOUSE SECURITY	129,909
3550	FIRE RESCUE	1,495,283
3700	CORONER	38,450
3900	ANIMAL CONTROL	178,285
3920	EMERGENCY MANAGEMENT	16,450
4200	ROADS AND BRIDGES	2,294,392
6100	RECREATION	364,231
6200	SENIOR CENTER	365,512
7100	COUNTY EXTENSION	71,041
7410	PLANNING AND ZONING	329,738
SUBTOTAL - DEPARTMENTS		12,131,931
AGENCIES/COMPONENT UNITS		1,131,876
DEBT SERVICE		301,934

SUBTOTAL - AGENCIES & DEBT SERVICE		1,433,810
SUBTOTAL - OPERATING EXPENDITURES		13,565,741

Revenue Projection with Proposed Rollback – 10.364	\$13,376,697
General Fund Expenditures	\$ 13,565,741
Net Remaining	\$ -189,044

Public Comments-

Vice-Chair Jones asked if there was anyone present in favor of the Budget to speak.
No one was present in favor of the budget.

Vice-Chair Jones asked if there was anyone present opposed to the Budget.
Mark Ware, expressed concern with Easy Ridge Road needing fire protection. Would like Commissioners to consider putting money toward fire services and keeping people safe.

Vice-Chair Jones declared the Public Hearing closed at 10:10 a.m.

Sheila Jones, Vice-Chairman

Sharon Robinson, Clerk

Jasper County Board of Commissioners
June 12, 2023
Public Hearing Minutes
6:00 P.M.

Chairman, Don Jernigan opened the Public Hearing at 6:00 p.m.

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

Kathy Mudd with *The Monticello News* was also in attendance.

Public Hearing: FY 2024 Budget and 2022 Millage Rate

Commissioner Jernigan noted the General Fund FY 2024 Proposed Budget as follows:

GENERAL FUND		FY 2024 PROPOSED BUDGET
1110	BOC	340,738
1300	EXECUTIVE	219,463
1400	ELECTIONS	71,848
1401	REGISTRAR	103,823
1510	FINANCIAL ADMINISTRATION	255,477
1540	HR	104,683
1545	TAX COMMISSIONER	272,036
1550	TAX ASSESSOR	340,615
1565	GOVERNMENT BUILDINGS	162,048
2150	SUPERIOR COURT	406,826
2200	DISTRICT ATTORNEY	60,257
2400	MAGISTRATE COURT	154,961
2450	PROBATE COURT	209,808
2600	JUVENILE COURT	4,000
3100	COURTS OTHER COSTS	127,410
3300	SHERIFF	2,833,908
3326	JAIL	1,180,740
3360	COURTHOUSE SECURITY	129,909
3550	FIRE RESCUE	1,495,283
3700	CORONER	38,450
3900	ANIMAL CONTROL	178,285
3920	EMERGENCY MANAGEMENT	16,450
4200	ROADS AND BRIDGES	2,294,392
6100	RECREATION	364,231
6200	SENIOR CENTER	365,512
7100	COUNTY EXTENSION	71,041
7410	PLANNING AND ZONING	329,738
SUBTOTAL - DEPARTMENTS		12,131,931
AGENCIES/COMPONENT UNITS		1,131,876
DEBT SERVICE		301,934

SUBTOTAL - AGENCIES & DEBT SERVICE		1,433,810
SUBTOTAL - OPERATING EXPENDITURES		13,565,741

Revenue Projection with Proposed Rollback – 10.364	\$13,376,697
General Fund Expenditures	\$ 13,565,741
Net Remaining	\$ -189,044

Public Comments-

Chairman Jernigan asked if there was anyone present in favor of the Budget to speak.
No one was present in favor of the budget.

Chairman Jernigan asked if there was anyone present opposed to the Budget.
No one was present opposed to the budget.

Chairman Jernigan declared the Public Hearing closed at 6:05 p.m.

Don Jernigan, Chairman

Sharon Robinson, Clerk

Consent Agenda – Item 2:

Agenda Request – Jasper County BOC

Department: Board of Commissioners

Date: July 10, 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 **68242 – 68425**

Business Item 1:

Agenda Request – Jasper County BOC

Department: Tax Assessors

Date: August 7, 2023

Subject: Mobile Home Decal Resolution

Summary:

Georgia code requires that mobile homes are to be inspected for proper display of decals. If the decal is not displayed, a list should be furnished to the Tax Commissioner for possible non-payment of taxes. Additionally, a fine can be levied by the county for non-display of the decal.

Background:

In 2022, the legislature recognized these are antiquated laws and that most counties do not abide by them. A Senate bill was passed allowing counties to not require mobile home decals. I am requesting the Board of Commissioners accept the provided resolution.

Cost:

None

Recommended Motion:

Motion to approve Resolution 0223.08.07, Mobile Home Decal Resolution.

A RESOLUTION OF JASPER COUNTY, GEORGIA
ELECTING NOT TO REQUIRE MOBILE HOME DECALS
RESOLUTION #2023.08.07

WHEREAS, Senate Bill 193 was passed in the 2021-2022 Regular Session of the Georgia General Assembly, and was signed by the Governor and became effective on the 6th day of May, 2021;

WHEREAS, Senate Bill 193 amended O.C.G.A. §48-5-492(a) to allow the governing authority of the county in which the mobile home is located to opt out of the requirement to issue mobile home decals as evidence of a mobile home location permit; and

WHEREAS, pursuant to O.C.G.A. §48-5-263(11), the appraiser of the County shall, in counties that elect to require decals pursuant to Code Section 48-5-492 inspect mobile homes located in the county to determine if the proper decal is attached to and displayed on the mobile home by the owner as provided by law; notify the residents of those mobile homes to which a decal is not attached of the provisions of Code Sections 48-5-492 and 48-5-493; and furnish to the tax collector or tax commissioner a periodic list of those mobile homes to which a decal is not attached; and

WHEREAS, the governing authority of Jasper County elects not to require mobile home location decals pursuant to O.C.G.A. §48-5-492(a),

NOW THEREFORE, BE IT RESOLVED, pursuant to and as authorized by O.C.G.A. §48-5-492(a), the Board of Commissioners of Jasper County, resolves and elects not to require mobile home location decals in Jasper County, Georgia, and hereby relieves the Tax Commissioner of Jasper County and the appraiser of Jasper County of any requirements under the law, whether pursuant to O.C.G.A. §48-5-263 and O.C.G.A. §48-5-492 et seq. or otherwise related to the issuance, inspection, and enforcement of mobile home location decals, and any and all other responsibilities that may have been otherwise required due to the issuance of mobile home location decals.

REPEALER

All previous Resolutions of the Board of Commissioners of Jasper County in conflict herewith are hereby superseded and repealed.

EFFECTIVE DATE

This Resolution shall be effective upon adoption. It shall remain in full force and effect until superseded or repealed.

BE IT IS SO RESOLVED, this 7th day of August 2023.

By: _____

Don Jernigan, Chairman
Jasper County Board of Commissioners

Attest: _____

Sharon Robinson, County Clerk

Business Item 2:

Agenda Request – Jasper County BOC

Department: Jasper County Senior Center

Date: August 3, 2023

Subject: 2009 Ford E-350 Van Bids – Senior Center

Summary:

The Jasper County Senior Center advertised to accept sealed bids for the Senior Center's 2009 Ford E-350 15 Passenger Van.

An advertisement for bids was been placed in the Monticello News, July 27th and August 3rd editions.

The Bids were opened on Friday, August 4th at 10:00 a.m. The bids received included:

Carl Smith	\$500
Vintage Ways (Ed Washington)	\$2,500

Background:

The van is currently inoperable for county use.

Recommended Motion:

Accept the bid from Mr. Washington in the amount of \$2,500 for the 2009 Ford E-350 Van, last Vin# 4857.

ADVERTISEMENT FOR BIDS
2009 FORD E350 VAN

The Jasper County Board of Commissioners are accepting sealed bids for the purchase of a surplus 2009 Ford E350 Van stored at Jasper County Senior Center located at 26 Mack Tillman Drive, Monticello, GA 31064.

Sealed bids must be received by Friday, August 4, 2023 at 10:00 A.M. for bid opening in the Jasper County Board of Commissioners Meeting Room located at 126 W. Greene Street, Suite 18, Monticello, Georgia, 31064. Submitted bids should be marked **2009 Ford E350 Van**. Attention: Sharon Robinson.

BID TALLY SHEET

Date of Bid Opening: FRIDAY, AUGUST 4, 2023 _____

Time of Bid Opening: 10:00 A.M. _____

Description of Bid: 2009 FORD E-350 _____ SENIOR CENTER

VENDOR	BID AMOUNT	NOTES
Carl Smith	\$500	
Vintage Ways	\$2500	

Ed Washington

Staff Present:
Sharon Robinson
Sheila Belcher

Business Item 3:

Agenda Request – Jasper County BOC

Department: Jasper County Senior Center

Date: August 3, 2023

Subject: Senior Center Vaccine Initiative Grant

Summary:

The Jasper County Senior Center is requesting permission to proceed with this health initiative to serve the individuals of Jasper and the surrounding counties. Jasper County Senior Center endeavors to partner with local health departments to bring this endeavor to full fruition. For \$10,000 the county will receive, this project requires that we assist 100 seniors or individuals with receiving a COVID or Flu Vaccine by April of 2024.

Background:

Through a grant from the U.S. Administration for Community Living (ACL), National Council on Aging (NCOA) has launched a nationwide effort to ensure older adults and people with disabilities get the latest COVID and flu vaccines. NCOA has enlisted its national network of senior centers and community-based organizations to make it as easy as possible for older adults and people with disabilities to get their **COVID** and **flu** shots and protect their health

Cost: \$0.00

Recommended Motion:

Approve acceptance of the \$10,000 grant from U.S. Administration for Community Living



Covid-19 and Influenza Vaccine Uptake Initiative: Agreement for Contracted Services

This Agreement for Contracted Services (including all Exhibits and Schedules, the “Agreement”), is entered into by and between the **National Council On Aging, Inc.**, (hereinafter referred to as NCOA) and **Jasper County Senior Center**, (hereinafter referred to as CONTRACTOR). CONTRACTOR agrees to operate the project in accord with all clauses and exhibits included in this CONTRACT.

FUNDER		CONTRACTOR	
National Council on Aging 251 18th Street, South Suite 500 Arlington, VA 22202		Name of Entity: Jasper County Senior Center Address: Street address 1: 26 Mack Tillman Drive Street address 2: City, State ZIP: Monticello, GA 31064	
CONTRACT PERIOD		Period of performance: 07/11/2023 to 04/30/2024	
Contract Amount		\$10,000	
NCOA’s Federal Source:	Federal Award #: 90ADCI0008-01-05 Federal Award ID #: 90ADCI0008	Agency Name: Department of Health and Human Services, Administration For Community Living (ACL)	
Method of Payment	<u>One-time payment</u>	One payment – \$10,000 upon execution of this contract	
<i>Approved for NCOA by:</i>		<i>Approved for CONTRACTOR by:</i>	
NAME: Josh Hodges		NAME:	
TITLE: Chief Customer Officer		TITLE:	
SIGNATURE		SIGNATURE	
DATE		DATE	

RECITALS

WHEREAS, NCOA is a non-profit organization which educates, provides research and advocates for public policy issues to improve the lives of older Americans and wishes to engage Contractor to make available experts to perform certain services on behalf of NCOA as described in this Agreement;

WHEREAS, Contractor has expertise and experience in providing the services described in the attached Statement(s) of Work and has agreed to provide services to NCOA in its area of expertise.

WHEREAS, NCOA desires to retain the services of Contractor and Contractor desires to render such services on the terms and conditions set forth in this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of mutual promises and covenants set forth hereunder, the parties agree as follows:

Provision of Services by Contractor.

Services. Contractor agrees to perform for NCOA the services described in the Statement(s) of Work attached hereto and made a part hereof referencing this Agreement (each, a “SOW”) as may be mutually agreed upon and signed by both parties. Such services, including without limitation, any deliverables and work product to be furnished by Contractor, are hereinafter referred to as the “Services.” SOW Number 1 is attached hereto as Exhibit A.

Fees and Expenses. As compensation for the Services, NCOA will pay to Contractor the fees set forth in the applicable SOW. Payment terms will be as described in each SOW.

Taxes. Contractor will pay any and all Federal, state, local or foreign sales, excise, service, use, value-added and other governmental taxes or assessments, however designated, with respect to the Services, payments hereunder or otherwise arising out of this Agreement (collectively, “Taxes”). **NCOA will not withhold any funds from Contractor for Taxes or other governmental purposes.**

Contractor Responsibilities.

i. Contractor shall perform Services diligently and in a workmanlike manner in accordance with industry standards and will use its reasonable commercial efforts to meet the needs and requirements of NCOA.

ii. Contractor shall manage the work of all staff retained on its behalf to perform Services and shall provide all equipment, materials and supplies to its personnel assigned to perform Services hereunder at its expense.

iii. Contractor shall perform the Services in conformance with all applicable laws, rules, and regulations relating to performance of the Services and all requirements set forth in any SOW.

Sections 2 and 3 intentionally omitted

4. Examinations

4.01 Audits, Inspections and Inquiries. In the event Contractor is notified of any regulatory inspection or other audit or inquiry that relates to any Services provided under this Agreement, Contractor shall: (a) promptly notify NCOA of any such inspection or inquiry; (b) forward to NCOA copies of any correspondence from the regulatory agency relating to any such inspection or inquiry; and (c) seek the applicable Client’s consent before referring to any Client in any correspondence responding or relating to any such regulatory inspection or inquiry (or related regulatory correspondence).

Term and Termination

5.01 **Term.** This Agreement shall commence on the Effective Date and continue until April 30, 2024, unless terminated earlier in accordance with the provisions of this Section 5 (the “Initial Term”).

5.02 **Termination for Material Breach.** In the event either party defaults in any material obligation in this Agreement, the non-defaulting party shall give written notice of such default. If the party in default has not cured the default within thirty (30) days of receipt of the notice, the non-defaulting party may terminate this Agreement by delivering notice thereof to the defaulting party.

5.03 **Termination for Insolvency.** In the event that either party becomes insolvent (i.e., becomes unable to pay its debts in the ordinary course of business as they come due) or makes assignment of this Agreement for the benefit of creditors, the other party may terminate this Agreement immediately upon written notice.

5.04 **Termination for Convenience.** Unless otherwise provided in a SOW, NCOA may terminate this Agreement or any SOW upon at least thirty (30) days advance written notice to Contractor.

5.05 Effect of Termination. Termination or expiration of this Agreement shall automatically terminate all services provided, and licenses granted, by the parties hereunder. NCOA shall be liable for any fees and expenses incurred by Contractor prior to the effective date of termination.

Confidentiality.

6.01 **Confidential Information.** During the term of this Agreement, each party may receive or have access to information that is confidential or proprietary to the other party (the “Confidential Information”). Confidential Information shall mean sensitive or proprietary materials and information, in whatever form, written, oral or otherwise, and shall include, but shall not be limited to (i) the distinctive methods or procedures which a party utilizes in the conduct of its business, (ii) each party’s existing or future business models, relationships, plans, products and services marketed or planned to be marketed by such party; (iii) information relating to a party’s general business operations, including but not limited to, sales, costs, profits, organizations, promotions, leads, ideas and methods and pricing structures; (iv) the terms and pricing under this Agreement, (v) a party’s business processes and strategies, (vi) all Client information and data, including personally-identifiable information provided by Clients and (vii) all information clearly identified by a party as confidential. Confidential information shall not include information that, as evidenced by documentary evidence: (a) is or becomes generally available to the public through no act or omission of the receiving party or its personnel; (b) was in the receiving party’s lawful possession prior to the disclosure and had not been obtained by the disclosing party either directly or indirectly from the disclosing party or from a third party who such party knows or should know is under an obligation of confidentiality with NCOA; (c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure; (d) is independently developed by the receiving party without reference to the Confidential Information; or (e) is obligated to be disclosed by court order or government requirement. For purposes of this Agreement, a “Client” of NCOA means any business partner (including any corporation, partnership, governmental organization, joint venture, health plan, educational institution, not-for-profit organization, community senior center and other party with whom NCOA engages in any business transaction), business associate and any party that provides information to NCOA, including members of the general public.

6.02 **Nondisclosure.** Each party agrees to hold the other party’s Confidential Information in confidence during the term of this Agreement and at all times after termination or expiration of this Agreement. The parties agree not to make the Confidential Information available in any form to any third party (provided that Contractor may make the terms and pricing of this Agreement available to auditors and legal counsel who are bound by confidentiality obligations with respect thereto) or to use the Confidential Information for any purpose other than the implementation of this Agreement. Each party agrees to take all

reasonable steps to ensure that Confidential Information is not disclosed or distributed by any person or entity in violation of the terms of this Agreement. Within thirty (30) days after any request made from time to time by the disclosing party, the receiving party shall return to the disclosing party, or at the disclosing party's direction destroy, and certify to the disclosing party in writing that the original and all copies, in whole or in part, of the Confidential Information have been returned to the disclosing party or destroyed. If a party is compelled to disclose any of the Confidential Information by court order or government regulation, it will disclose only that portion thereof which it is compelled to disclose and shall reasonably cooperate with the disclosing party's efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to the Confidential Information so disclosed. Each party shall promptly inform the other party in the event such party learns of any disclosure of Confidential Information.

Warranties.

7.01 Services Warranties. Contractor warrants that (i) the Services shall be performed by qualified personnel in a good and workmanlike manner with due care and diligence consistent with industry standards; (ii) Contractor and its representatives shall perform the Services in conformance with all applicable laws, rules and regulations relating to performance of the Services.

7.03 Debarment. Contractor represents, warrants and covenants that all times during the Term, Contractor and each of Contractor's officers and directors, employees and other personnel assigned to perform Services: (i) are not presently listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549; (ii) have not, within a three (3) year period preceding the effective date of this Agreement, been convicted of or had a civil judgment rendered against it or them for commission of fraud or a criminal offense; (iii) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the foregoing offenses; and (iv) have not within the preceding three (3) years had one or more public transactions (Federal, State, or local) terminated for cause or default.

7.04 Mutual Warranties. Each party represents and warrants to the other party that: (i) such party has sufficient rights, power and authority to execute and deliver this Agreement and perform its obligations hereunder and has taken all necessary corporate and other action to authorize the execution and delivery of this Agreement; (ii) execution and performance of each party's respective obligations under this Agreement will not result in a breach of or conflict with any other agreement to which such party is a party or is bound; (iii) this Agreement is and shall be the legal, valid, and binding obligation of such party and shall be enforceable in accordance with its terms; and (iv) such party will comply with all applicable privacy or data protection statutes, rules or regulations governing the respective activities of that party.

7.05 Disclaimer. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT AND TO MAXIMUM THE EXTENT PERMITTED UNDER APPLICABLE LAW, THE PARTIES MAKE NO, AND HEREBY DISCLAIM ANY, REPRESENTATION, WARRANTY OR GUARANTY, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY: (1) OF MERCHANTABILITY OR SATISFACTORY QUALITY; (2) OF FITNESS FOR A PARTICULAR PURPOSE; OR (3) ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE.

7.07 As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

For purposes of this section:

“Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

“Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

7.08 This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at [41 U.S.C. 4712](#) by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and Federal Acquisition Regulation (FAR) [3.908](#).

The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under [41 U.S.C. 4712](#), as described in section FAR [3.908](#).

Disclaimers of Damage and Limitations of Liability.

8.01 Disclaimer of Certain Damages: IN NO EVENT SHALL EITHER PARTY OR ITS OFFICERS, DIRECTORS, EMPLOYEES, SUPPLIERS, LICENSORS, SERVICE PROVIDERS AND CONSULTANTS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EVEN IF THE COMPANY HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY, OR HAS CONSTRUCTIVE KNOWLEDGE, OF SUCH DAMAGES, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE. NO THIRD PARTY SHALL BE DEEMED A THIRD PARTY BENEFICIARY OF THIS AGREEMENT.

8.02 Exclusions. The limitations and disclaimers in this Section 8 shall not apply with respect to: (a) either party’s liability for infringement of the other party’s or a third party’s proprietary rights; (b) either party’s liability for damage to or destruction of tangible personal property or real property; (c) either party’s liability for breach of its privacy and confidentiality obligations.

Indemnification.

9.01 Indemnification. Each Party will, indemnify and hold harmless the other Party, and its respective officers, directors, employees and representatives from and against any costs, claims, demand, lawsuits, actions, causes of action, liabilities, penalties, losses and expenses (including reasonable counsel fees) arising from ~~(i)~~ any breach of this Agreement (including the terms and conditions of any Exhibit or Addendum) by the Indemnifying Party of its representatives, except to the extent that such claims, damages, losses, liabilities, judgements, settlements, costs and expenses are caused by negligence or

intentional misconduct of the Indemnified Party. The Indemnified Party shall notify the Indemnifying Party of any such claim and reasonably cooperate with the Indemnifying Party in defense of such claims at the Indemnifying Party's expense.

General.

10.01 Independent Contractors. NCOA and Contractor are independent parties and this Agreement shall not be construed to create an employment, agency, partnership or joint venture relationship between the parties. **The status of Contractor and Contractor's personnel will be that of independent contractors and not that of an employee or agent of NCOA.** Accordingly, Contractor recognizes and agrees that neither Contractor nor Contractor's personnel are eligible to participate in any employee welfare or other benefit plans, however characterized, maintained by NCOA and shall not be entitled to unemployment compensation at the termination or expiration of this Agreement or any SOW. Contractor agrees to assume all responsibility and liability for any and all federal and state employers' liability, workers' compensation, social security and unemployment insurance requirements with respect to Contractor and Contractor's personnel. Contractor agrees to pay and report (or require to be paid and reported) all federal, state and local income, employment and payroll withholding taxes and other governmental taxes or charges for personnel rendering Services, including, without limitation, federal and state income tax withholding, FICA, FUTA, SDI, and state payroll taxes, as may be applicable.

110.03 Assignment. Contractor understands that Contractor has been selected by NCOA to perform the Services on the basis of Contractor's unique qualifications, experience and skills. Accordingly, Contractor agrees that Contractor cannot assign any this Agreement or portion of Contractor's performance under this Agreement without the prior written consent of NCOA.

10.04 Costs and Expenses. Except as set forth in this Agreement, each party shall pay all its own costs and expenses in the performance of its obligations under this Agreement.

10.05 Waiver. The failure of either party to enforce any of the provisions of this Agreement shall not constitute a waiver of the provisions or of the right of the party to enforce each and every provision contained in this Agreement.

10.06 Severability. If any provision of this Agreement for any reason shall be declared void, illegal, invalid or unenforceable in whole or in part, such provision shall be severable from all other provisions herein and shall not affect or impair the validity or enforceability of any other provisions of this Agreement.

10.07 Survival. The following provisions shall survive expiration or termination of this Agreement for any reason: Section 6 (Confidentiality) and 9 (Indemnification).

10.08 Force majeure. Neither party shall be liable for any delay or failure to perform its obligations under this Agreement if prevented from doing so by a cause or causes beyond its reasonable control. Without limiting the generality of the foregoing, such causes include acts of God, the public enemy, fires, floods, storms, earthquakes, riots, terrorism, strikes, blackouts, wars or war operations, restraints of government, utility or communications failures, computer malfunctions and equipment failure, computer hackers, telecommunications slow-downs or failure, or other causes which could not with reasonable diligence be controlled or prevented by the party.

10.09 Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the federal laws of the United States and the laws of the State of Delaware, without regard to its conflicts of laws rules. Each party hereby irrevocably submits to the exclusive jurisdiction and venue of the state and federal courts located in the Commonwealth of Virginia for any action arising under this Agreement.

10.10 Injunctive Relief. The parties acknowledge that violations of Sections 1.05(vi) and 6 of this Agreement may result in irreparable harm to the non-violating party for which remedies other than injunctive relief may be inadequate, and that the non-violating party shall be entitled to receive from a court of competent jurisdiction injunctive or other equitable relief to restrain such unauthorized acts in addition to other appropriate remedies. In the event of any claimed breach of any provisions of this Agreement, and in the event a party requests any injunctive relief or other relief in equity to stop or enjoin any act or acts by the other party, the parties agree that should such relief be granted by any court, that the requesting party shall not be required to post any bond or other surety as a pre-condition to such relief being granted and enacted.

10.11 Notices. All notices and demands under this Agreement shall be in writing and shall be sufficient if sent by fax, registered mail or courier service in English, in each instance with confirmation of receipt, to the other party at its address given below, or at another address designated by such party in writing at a later time. A notice shall be deemed given on the date it was received.

Contractor:
Jasper County Senior Center
26 Mack Tillman Drive
Monticello, GA 31064

NCOA:
Chief Customer Officer
National Council on Aging
251 18th Street South, Suite 500
Arlington, VA 22202

10.12 Entire Agreement. This Agreement constitutes the complete and exclusive statement of the terms and conditions between the parties regarding the subject matter hereof, and supersedes all prior negotiations, agreements and representations regarding the subject matter hereof. There are no other agreements or representations not set forth herein. The Agreement shall not be modified except by a written instrument, signed by an authorized representative of both parties.

10.13 Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be considered an original, but all of which together shall constitute one and the same document, binding on all parties notwithstanding that each of the parties may have signed different counterparts. The exchange of a fully executed Agreement, in counterparts or otherwise, by facsimile or electronic scanning shall be sufficient to bind the parties to the terms and conditions of the Agreement.

EXHIBIT A

Statement of Work No. 1

This Statement of Work No. 1 (“Statement of Work”) is entered into by and between NCOA and Contractor under a certain Agreement for Contracted Services dated as of July 11, 2023 (the “Agreement”), and is incorporated by reference into and made a part of the Agreement. Any capitalized terms not defined in this Statement of Work shall have the meaning set forth in the Agreement.

1. **Statement of Work Effective Date: July 11, 2023**

2. **Scope of Services:**

The purpose of this contract is for Contractor to provide services related to COVID-19 and flu vaccine outreach and vaccinations to older adults and people with disabilities in its catchment area. Specifically, Contractor will:

- Provide a minimum of 100 vaccinations to older adults and/or people with disabilities. Vaccinations must be either COVID-19 or flu, or a combination of both. (Contractor may offer additional vaccinations, but only COVID-19 and flu vaccines will be counted toward the goals of this agreement.)
- Attend required onboarding and regular technical assistance meetings held by NCOA staff.
- Use NCOA-branded templates for marketing and outreach materials.
- Send vaccination data to NCOA. NCOA will supply a template for the vaccination data. Data is expected to include type of vaccination administered and date of vaccination.
- Provide composite demographic data of members/participants served in catchment area.
- OPTIONAL: Report one vaccine success story to NCOA.

3. **Target Completion Date:** All Services will be completed by April 30, 2024. The following deliverables shall be completed on or before the target completion date of this agreement:

- 100 vaccinations administered to older adults and/or people with disabilities.
- Data on vaccinations administered sent to NCOA upon completion of required 100 vaccinations and at the end of the project period.
- Attendance at mandatory onboarding and technical assistance meetings.

4. **Fees and Payment Terms:**

a. Fees/ Payment Terms:

NCOA has retained Contractor to perform the Services for a total amount of \$10,000. The Contractor will not be paid until after receipt of this Agreement, signed by both parties, and a completed W-9 form. Once all documentation is complete, Contractor will be paid in full.

5. **Reporting Requirements:**

Contractor will provide vaccination data to NCOA per the scope of work and deliverables above.

6. **Other Assumptions/ Project Terms:**

Contractor will sign an attestation that confirms both its not-for-profit status and that it has not received other funding from NCOA or US Aging under their respective vaccine initiatives funded by ACL.

Please Initial:

Contractor: _____

NCOA: _____

Business Item 4:

Agenda Request – Jasper County BOC

Department: Board of Commissioners

Date: August 7, 2023

Subject: 2023 ACCG Legislative Leadership Conference Business Session Delegate

Summary:

The 2023 Legislative Leadership Conference will take place October 11-13 at the Jekyll Island Convention Center in Glynn County.

The Business Session will be held on Thursday, October 12. The exact time of the Business Session and details about voting credentials pickup will be announced once the conference agenda is finalized.

The BOC needs to appoint their county voting delegate by Friday, August 25th, to ensure Jasper County is represented during this important session.

The 2023 ACCG Legislative Leadership Conference Voting Delegate Form is attached.

Background:

The Association County Commissioners of Georgia represents the interests of County Governments during each Georgia Legislative Session.

Cost:

None

Recommended Motion:

Motion to appoint one Commissioner as the Jasper County Delegate to the 2023 ACCG Legislative Leadership Conference on October 11, 2023.



MEMORANDUM

To: County Chairmen, Sole Commissioners and CEOs
Mayors of Consolidated Governments
c/o County Clerks, Managers or Administrators

From: Dave Wills, Executive Director

Date: 7/12/2023

Subject: Legislative Leadership Conference Business Session – Official

This is the official call for the business session at the ACCG Legislative Leadership Conference scheduled for Thursday, October 12th at the Jekyll Island Convention Center in Glynn County. The purpose of this session is to consider policies to be adopted by the membership and other business that may come before the body. Each county may appoint a voting delegate (*commissioner or county staff*) to cast its county’s vote on matters coming before the business session.

In order for ACCG staff to conduct the voting process as smoothly as possible, we need the name of your county’s delegate before the conference convenes. Credentials pickup will be announced once the conference agenda is finalized.

Please complete and return this page no later than Friday, August 25th. Send it to Tottianna Davis at tdavis@accg.org as a scanned email attachment or fax it to (678) 626-9642 to the attention of Tottianna Davis. Your prompt attention to this matter is greatly appreciated.

**2023 LEGISLATIVE LEADERSHIP CONFERENCE
VOTING DELEGATE**

Name

Title

County

Business Item 5:

Agenda Request – Jasper County BOC

Department: Recreation

Date: August 7, 2023

Subject: FY 2023 – 2024 Joint Use Agreement – Jasper County Board of Education and Jasper County Board of Commissioners

Summary:

2023 – 2024 Joint Use Agreement has been developed to govern shared facility usage for official Jasper County Recreation and Jasper County Charter System programs.

Background:

Jasper County Recreation football and basketball programs utilize Jasper County Charter System Facilities.

Cost:

No Rental Fee

Recommended Motion:

Authorize County Manager and Recreation Department Director sign 2023 – 2024 Joint Use Agreement between Jasper County Board of Education and Jasper County Board of Commissioners

2023-2024 Joint Use Agreement
Jasper County Board of Education and Jasper County Board of Commissioners

Overview

The purpose of this agreement is to facilitate shared facility usage for official Jasper County Recreation (JCR) and Jasper County Charter System (JCCS) programs. This agreement recognizes the Jasper County Board of Commissioners (JCBOC) and Jasper County Board of Education (JCBOE) as landowners as specified in the facility inventory section of this document. The guidelines set forth in this agreement will be executed by the JCSS Athletic Director and JCR Director or his/her designee(s). This agreement is ongoing but will be reviewed annually by representatives of each organization.

The goals of this agreement are:

- To provide quality programs and facilities for the citizens of Jasper County through collaboration between the JCR and JCBOE.
- To coordinate facility use and programming between the JCR and the JCBOE in a manner that uses public funds in an efficient and effective manner.

FACILITY INVENTORY

The JCR and JCBOE will have access to all facilities listed in this section in order to conduct official programs. Use of the facilities will be based on availability. The owner/operator will provide use of the facility at no cost to the other organization. For the purposes of this agreement, “owner” is defined as the organization holding the deed to the property. “Operator” is defined as the organization responsible for general maintenance and upkeep of the property.

Facility	Owner	Operator
Jasper County Primary School Gym	JCBOE	JCR
Washington Park Elementary School Track and Field	JCBOE	JCR
Washington Park Elementary School Gym	JCBOE	JCR
Jasper County Middle School Softball and Baseball Fields	JCBOE	JCR
Jasper County Middle School Gym	JCBOE	JCR
Jasper County High School Stadium	JCBOE	JCR
Jasper County High School Gym	JCBOE	JCR
Practice Fields (located on JCMS/JCHS campus)	JCBOE	JCR

2023-2024 Joint Use Agreement
Jasper County Board of Education and Jasper County Board of Commissioners

AGREEMENT GUIDELINES

1. The JCCS Athletic Director and JCR Director will meet on the second Monday of each month for the purpose of coordinating and scheduling programs and events, developing long-term plans, and addressing other items affecting the operation of each entity.
2. The utilities will be provided for facilities at no cost to the user group.
3. The JCCS Athletic Director and JCR director or their designee(s) will conduct a facility walk-through prior to the beginning of a period of use. Walk-throughs will be conducted at a date in advance of the event/season so as to allow the facility operator sufficient time to address safety issues and other matters of concern. Every attempt will be made by the facility operator to ensure the facility is safe at all times for games and practices.
4. Adjustments to facilities may be made only with prior approval of the JCCS Athletic Director.
5. The facility operator will assume liability for the damages occurring to property under their supervision of the facility that arise due to actions preventable within a level of expected reasonable care.
6. The facility operator will have the option to provide concessions for all events held at facilities within its responsibility. If the facility operator declines to provide concessions, the facility owner will have the opportunity to sell concessions. The facility operator must abide by all safety and/or fire marshal guidelines. Outside vendors may be used with approval of the JCCS Athletic Director.
7. Collection of admission fees will be the responsibility of the sponsoring group. All fees received for the activity will be the property of the sponsoring group.
8. JCCS-operated facilities are intended for the purpose of school-aged programs.
9. Scheduling of activities will be approved by the JCCS Athletic Director or JCR Director at scheduled monthly meetings.
 - A. Priority usage for facilities operated by JCCS are:
 1. JCCS activities
 2. JCR approved activities.
10. Understanding that each facility has unique circumstances, agreements for preparation, maintenance and custodial services will be determined by the JCCS Athletic Director and JCR Director prior to the user group's

2023-2024 Joint Use Agreement
 Jasper County Board of Education and Jasper County Board of
 Commissioners

event/season. However, facility preparation, maintenance, and custodial services will be generally guided by the following:

- A. The facility operator holds responsibility for trash collection and disposal at the conclusion of the event.
 - B. With the exception of special events, the facility owner will be responsible for the cleaning and stocking of restrooms with supplies such as soap, paper towels, toilet paper, etc.
 - C. Damage to property or matters of concern occurring during an event should be reported by the facility operator to the JCCS Athletic Director prior to or immediately upon the event's conclusion.
 - D. The facility user should exercise reasonable care for the facility in an effort to return the facility to its state prior to use.
11. The facility operator agrees to adhere to the rules and policies set forth for the facility by the facility owner.
 12. All activities held by the facility operator on the premises will be supervised by personnel of the user group.
 13. The JCCS Athletic Director and JCR Director should review this document with staff and representatives of his/her entity in order to make all users aware of expectations, procedures, and the overall spirit of this joint use agreement.

SIGNATURES

Understanding each event or season brings about a variety of circumstances in which decisions will be impacted by factors that may not be fully covered in this document, all parties agree to work collaboratively in a manner consistent with the intent and spirit of this agreement. If any of the entities involved in this agreement determines the terms to be unsatisfactory or that the other party on or before the anniversary date of this agreement. This agreement may then be terminated until all entities can resolve the matters and negotiate a new agreement.

<i>Athletic Director, JCCS</i>		<i>Director, JCR</i>	
<i>Superintendent, JCCS</i>		<i>County Manager, JCBOC</i>	

Business Item 6:

Agenda Request – Jasper County BOC

Department: Board of Commissioners

Date: August 7, 2023

Subject: National Fitness Campaign – Community Wellness Program – Fitness Court

Summary:

Discussion Requested

Background:

Cost:

Recommended Motion:

Board Discretion



NATIONAL FITNESS CAMPAIGN
**CAMPAIGN
BRIEFING**



2024



BROUGHT TO YOU BY





WHO WE ARE

National Fitness Campaign is a wellness consulting firm. Our mission is to build healthy communities.



WHAT WE DO

NFC develops partnerships with cities, schools and sponsors to fund, build, and activate outdoor Fitness Courts, making world class fitness free.

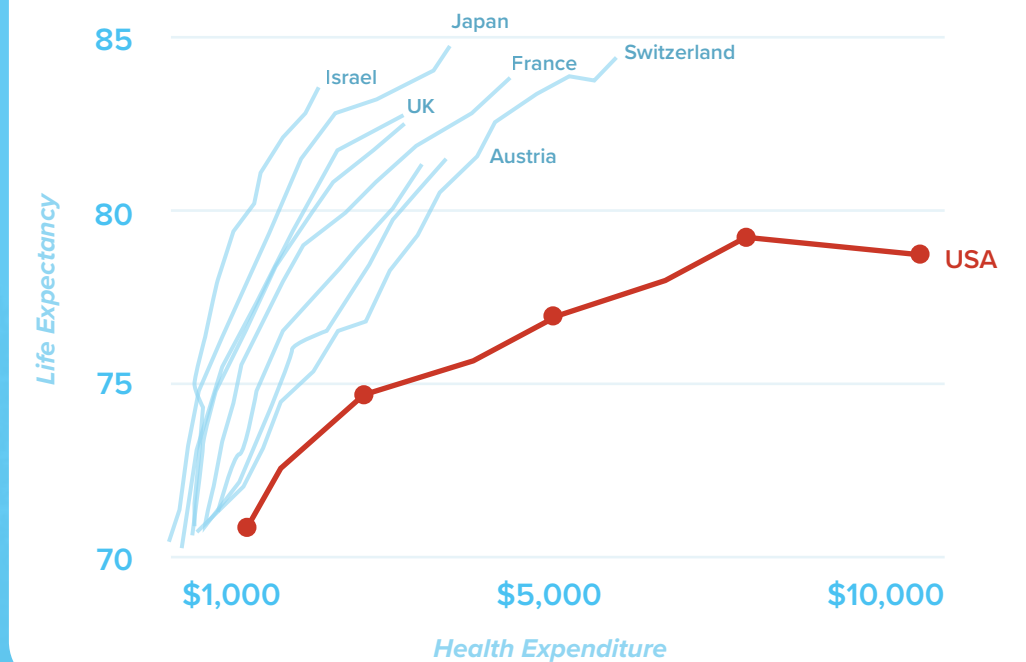




WHY WE DO IT
TO MAKE WORLD CLASS FITNESS FREE

THE PROBLEM

Life Expectancy vs Health Expenditure



America is facing a health crisis caused by sedentary lifestyles and cities designed for cars. USA spends more money than any other on healthcare with poor results.

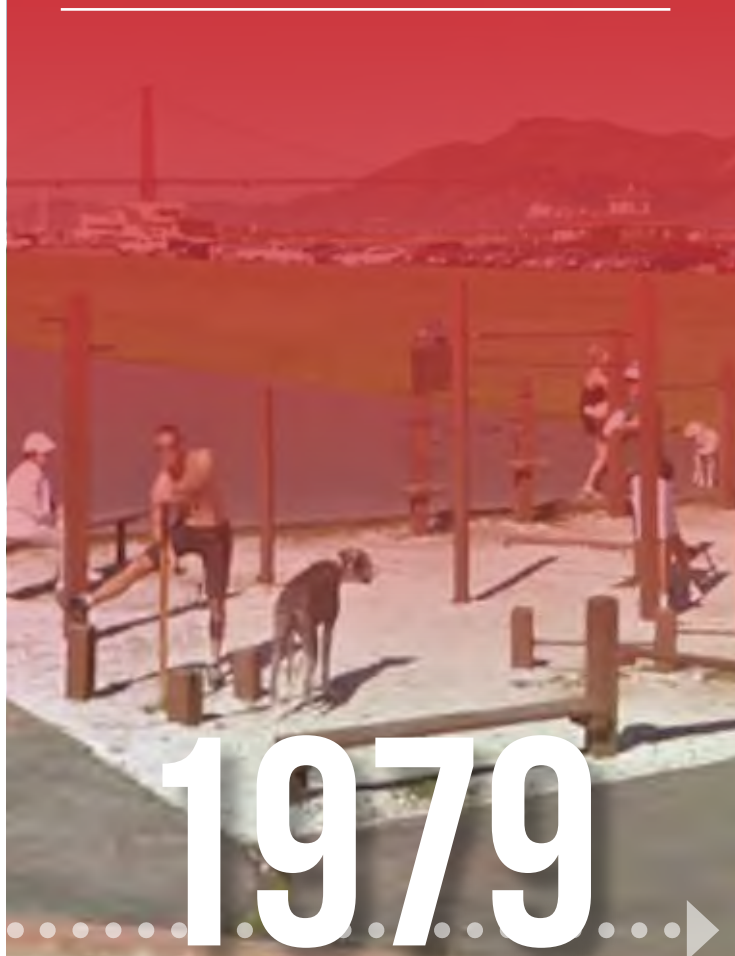
THE SOLUTION

When communities are designed to support wellbeing, health outcomes change!

40+ YEARS IN THE MAKING
CAMPAIGN HISTORY



FITNESS COURT INVENTED
SAN FRANCISCO • STANFORD



1979



FIRST NATIONAL SPONSOR
3 COUNTRIES • 10,000 FITNESS COURTS



1980's



REDESIGNED
FOR IMPACT IN 21ST CENTURY



2012



WELCOMING 500TH
HEALTHY COMMUNITY ACROSS AMERICA



2023



NFC EXPANDS TO 10,000
COMMUNITIES WITH PARTNERS



2030's

Campaign Overview

National Fitness Campaign

DESIGN & PLANNING

LAUNCH & PRESS

SPONSOR SUPPORT

PUBLIC ART

GRANT FUNDING

AMBASSADOR TRAINING

INSTALLATION

MOBILE APP



**A COMPREHENSIVE
COMMUNITY WELLNESS
PROGRAM**



FITNESS COURT

WORLDS BEST OUTDOOR GYM



7 MOVEMENT FULL BODY WORKOUT
FUNCTIONAL TRAINING SYSTEM
DIGITALLY ACTIVATED | COACH IN YOUR POCKET



CORE



SQUAT



PUSH



LUNGE



PULL



AGILITY



BEND



 **FITNESS COURT®**

ADULTS OF ALL AGES AND ABILITY



I am glad to see movements to improve balance.

- Carol Claybaker, Senior Resident of Janesville, WI

Campaign Services

National Fitness Campaign



Planning & Funding Support



Pre Launch Support



Ambassador Training



ACE
APPROVED




Media & Press



Launch & Ribbon Cutting



Fitness Court® App



WE BUILD HEALTHY COMMUNITIES!

Fitness Court® Public Art

Inspiration Meets Wellness



ARTISTS FROM ACROSS THE
COUNTRY



Fitness Court® Public Art



2024 NFC Public Art Collection
No Additional Funding Required

EACH FITNESS COURT® IS A ONE-OF-A-KIND WORK OF ART.

NFC DESIGN STUDIO

Additional Funding Required:
\$10,000



LOCAL ARTIST

Additional Funding Required:
\$25,000



FEATURED ARTIST

Additional Funding Required
\$35,000
Limited licenses available



2024 JEAN-MICHEL BASQUIAT

Haring

Basquiat

Featured Artist Series

Licensed Public Art from America's most iconic Artists



Keith Haring was an American artist whose pop-art and graffiti-like work grew out of the New York City street culture of the 1980s. After public recognition he created larger scale works, such as colorful murals, many of them commissioned. His imagery has “become a widely recognized visual language”.



**Inquire for full licensed collection*



Jean-Michel Basquiat is one of the best known artists of his generation and is widely considered one of the most important artists of the 20th century. His career in art spanned the late 1970s through the 1980s until his death in 1988, at the age of 27.



**Inquire for full licensed collection*



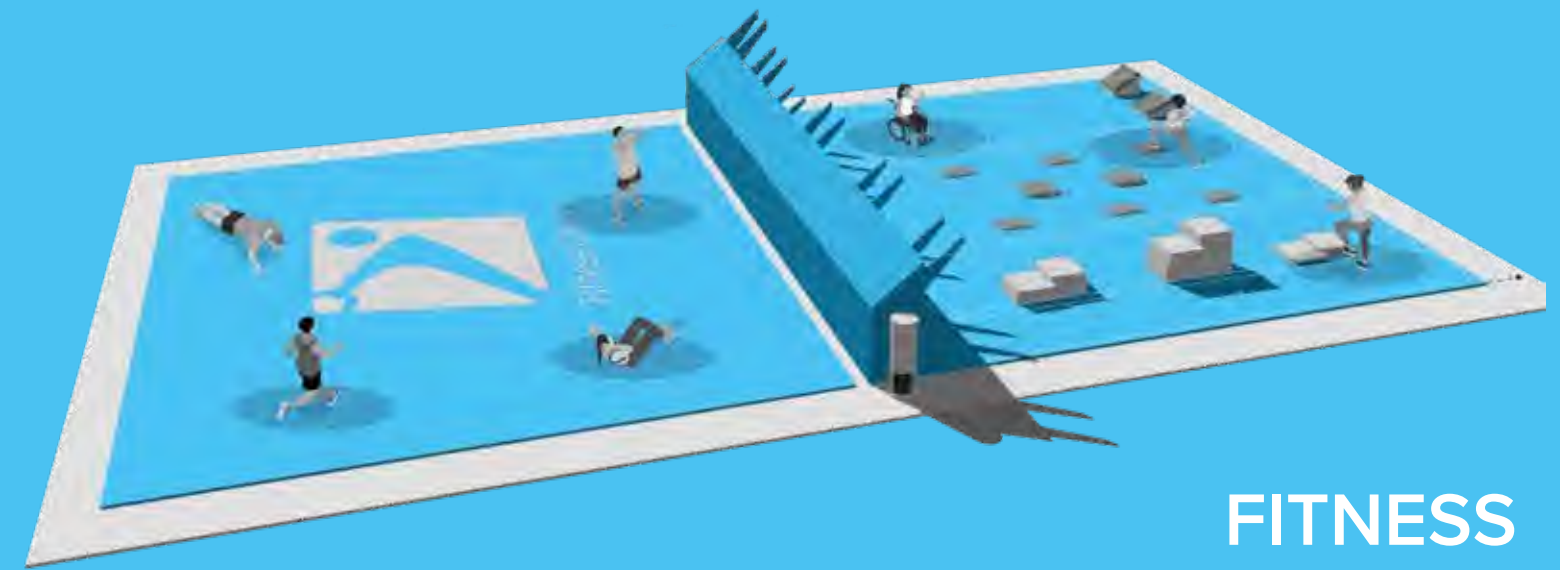
FEATURED ARTIST SERIES
Additional Funding Required **\$35,000**
Limited Licenses Available for qualifying communities nationwide





Fitness Court® Studio

Launching Nationwide



FITNESS
ART
DANCE
YOGA
ZUMBA
PILATES
STRETCH



Campaign Overview

National Fitness Campaign

DESIGN & PLANNING

LAUNCH & PRESS

SPONSOR SUPPORT

PUBLIC ART

GRANT FUNDING

AMBASSADOR TRAINING

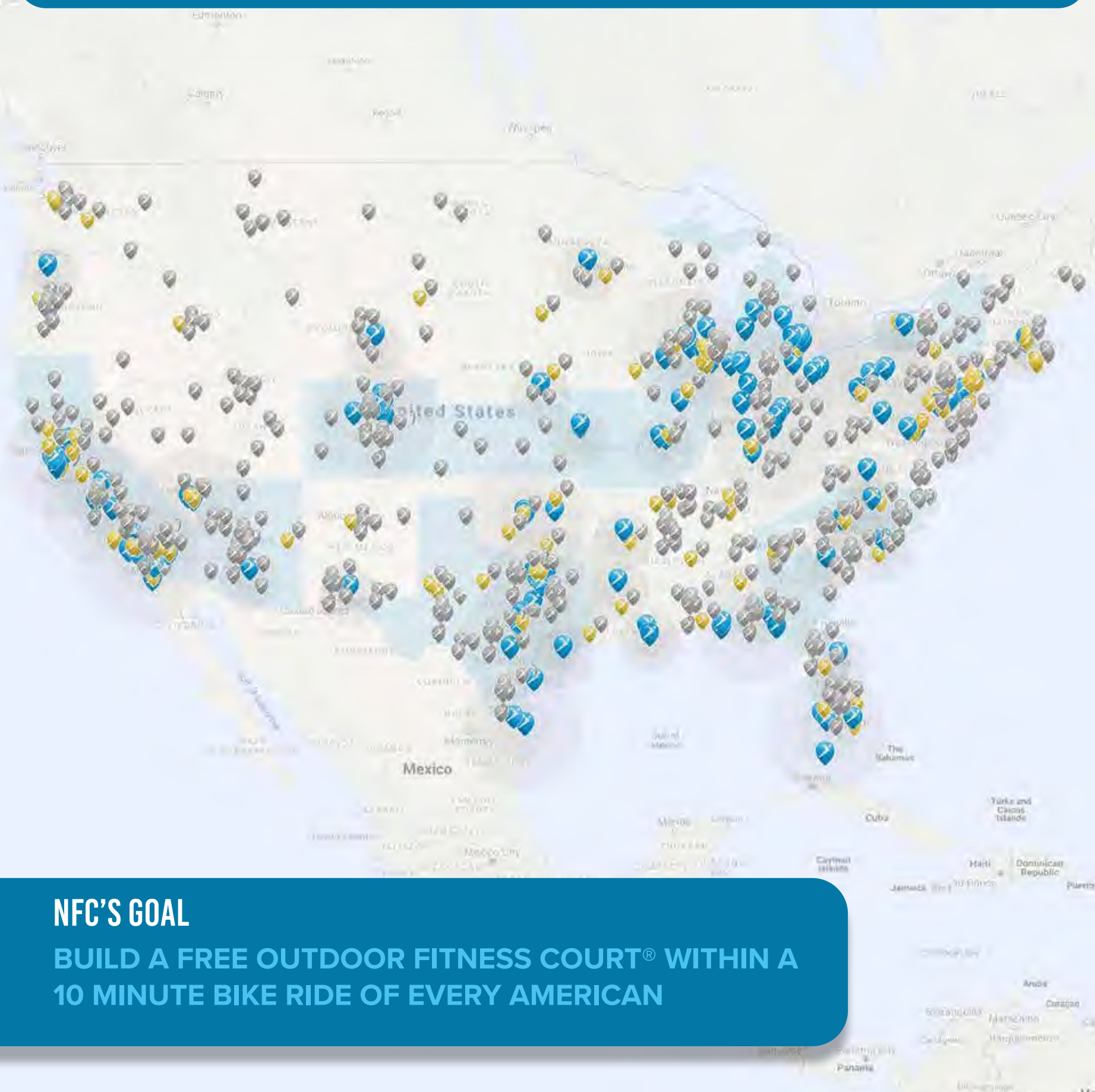
INSTALLATION

MOBILE APP



A COMPREHENSIVE
COMMUNITY WELLNESS
PROGRAM

National Fitness Campaign Grows to 5000 Cities & Schools by 2030



NFC'S GOAL
BUILD A FREE OUTDOOR FITNESS COURT® WITHIN A 10 MINUTE BIKE RIDE OF EVERY AMERICAN



AMERICA'S LARGEST PUBLIC-PRIVATE WELLNESS PARTNERSHIP

MAJOR HEALTHCARE PROVIDERS
MUNICIPALITIES • SCHOOLS
INDUSTRY AFFILIATES • CORPORATIONS & LOCAL SPONSORS





NATIONAL FITNESS CAMPAIGN

2024

225 PARTNERS

WE'RE PLEASED TO ANNOUNCE OUR 2024 CAMPAIGN

NFC Grant Requirements

Program Qualification



**MAKING WELLNESS
A PRIORITY?**

STEP 1

**SITE
WITH IMPACT**

STEP 2

**FUNDING
MATCH**

STEP 3

**CAMPAIGN
TIMING**

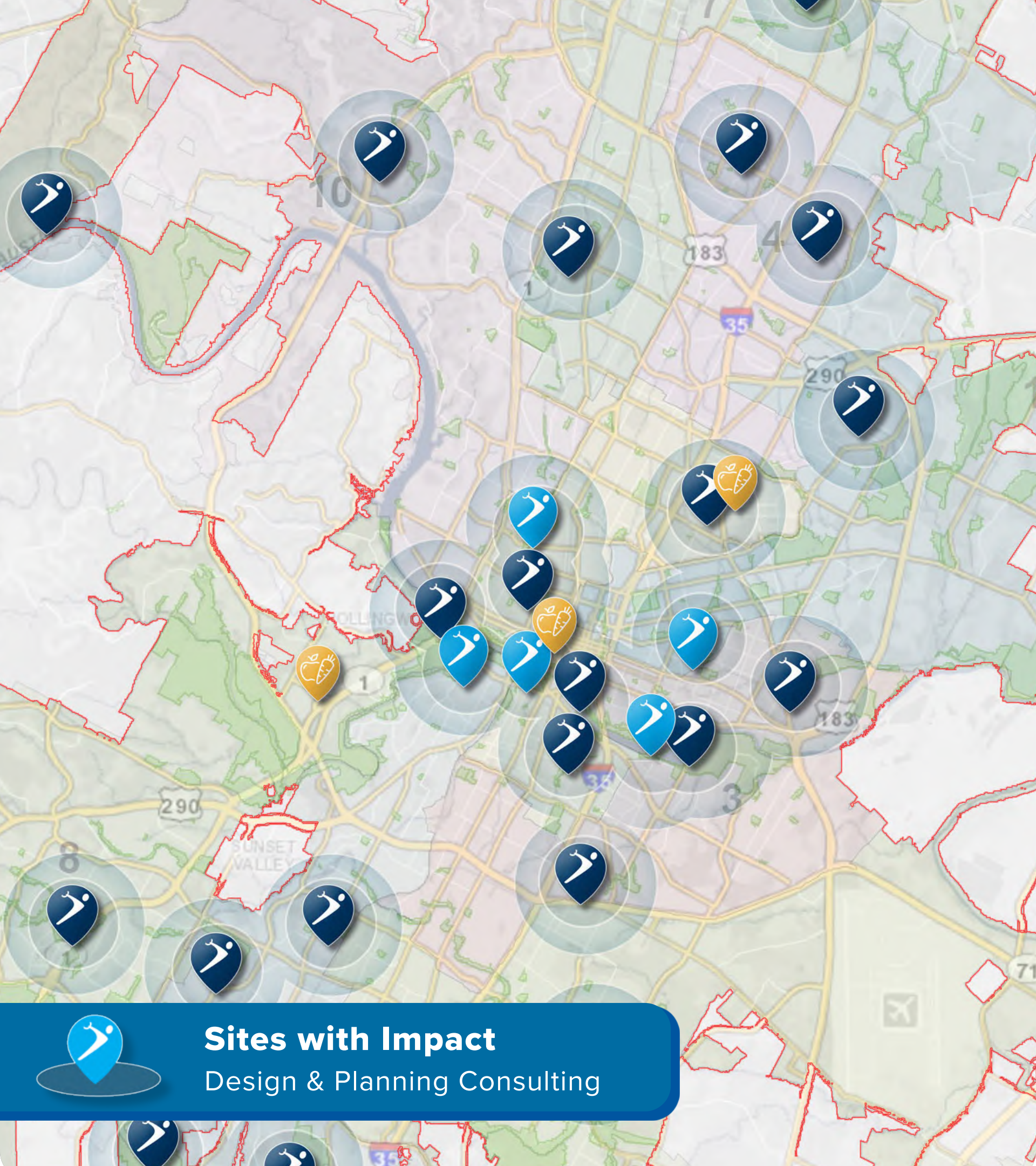
STEP 4

NFC GRANT PROGRAM QUALIFICATION REQUIREMENTS



STEP 2

Qualify site locations for Funding



1

VISIBLE

Site locations must be recognizable with high visibility.



2

ACTIVE

Site locations must be heavily trafficked and centrally located.



3

CONNECTED

Site locations must be integrated with pedestrian infrastructure.



Sites with Impact

Design & Planning Consulting

STEP 3

2024 CAMPAIGN FUNDING REQUIREMENT

NFC PROGRAM FUNDING

The Fitness Court® and National Campaign Services

\$ 160,000

NFC Grant Funding Award



(\$30,000)

Art & Custom Color Options



NFC Standard
Included



NFC Design Studio
\$10,000



Local Artist
\$25,000



Featured Artist
\$35,000

OPTIONAL

NFC PROGRAM TOTAL

\$ 130,000

CONCRETE SLAB

Can be performed in-house or in-kind

est. \$ 0-20,000

NFC APPROVED INSTALLER NETWORK - INSTALLATION TEAM

Turn Key Fitness Court Assembly
Art & Graphic Installation
Installation Partner (separate agreement)

\$ 25,000

With Prevailing Wage Rates: \$27,000

Fitness Court installation is a specialized installation that requires expertise, proper certifications, and proven field experience

INSTALLATION & CONCRETE TOTAL ESTIMATE

\$ 25,000-47,000



AWARDEE TOTAL
REMAINING
FUNDING
REQUIREMENT

PROGRAM + INSTALLATION

\$155,000-
\$177,000

Includes standard art collection

2024 CAMPAIGN FUNDING REQUIREMENT



STEP 3

NFC PROGRAM FUNDING

The Fitness Court® Studio and National Campaign Services

\$ 195,000

National Fitness Campaign Grant Award



(\$30,000)

Fitness Court® Studio Art Options: *(note: powder-coating color and included art design dependent on state sponsor)*



Design Studio Standard Art
Included



Local Artist
\$25,000

OPTIONAL

NFC PROGRAM TOTAL

\$ 165,000

CONCRETE SLAB (FULL STUDIO DIMENSIONS 38X76)

Can be performed in-house or in-kind

est. \$ 0-40,000

NFC APPROVED INSTALLER NETWORK - INSTALLATION TEAM

Turn Key Fitness Court® Studio Assembly
Art & Graphic Installation
Installation Partner *(separate agreement)*

\$ 32,500

With Prevailing Wage Rates: \$34,500

Fitness Court® Studio installation is a specialized installation that requires expertise, proper certifications, and proven field experience

INSTALLATION & CONCRETE TOTAL ESTIMATE

\$ 32,500-72,500



AWARDEE TOTAL
REMAINING
FUNDING
REQUIREMENT

PROGRAM + INSTALLATION

\$197,500-
\$237,500

Includes standard art collection, does not include prevailing wage rates

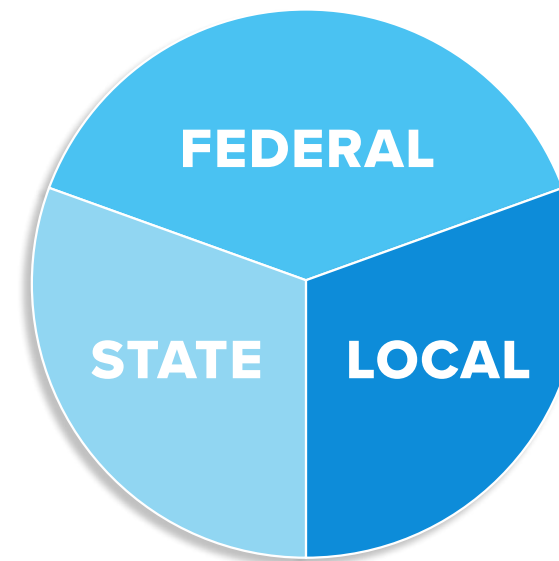
Alternate Funding Pathways

Federal | State | Local | Regional



ALTERNATE FUNDING PATHWAYS
NFC CONSULTATIVE SUPPORT

FEDERAL AND STATE FUNDING



Expert funding consulting
for eligible partners



LOCAL AND REGIONAL SPONSORS



2024 GRANT APPLICATION PERIOD NOW OPEN



Campaign seeking qualified applicants able to meet the 2024 time frame for adoption and local funding match.



Partnership Qualification Process Campaign Overview

STEP 4

PRE APPLICATION PHASE

- 1 Feasibility Review
- 2 Evaluation Call
- 3 Non-Binding Grant Application

AWARD PHASE

- 4 Award of Grant Eligibility *(First Come, First Served for Qualified Applicants)*
- 5 Local Adoption by Governing Body
- 6 Develop and Confirm Funding Match

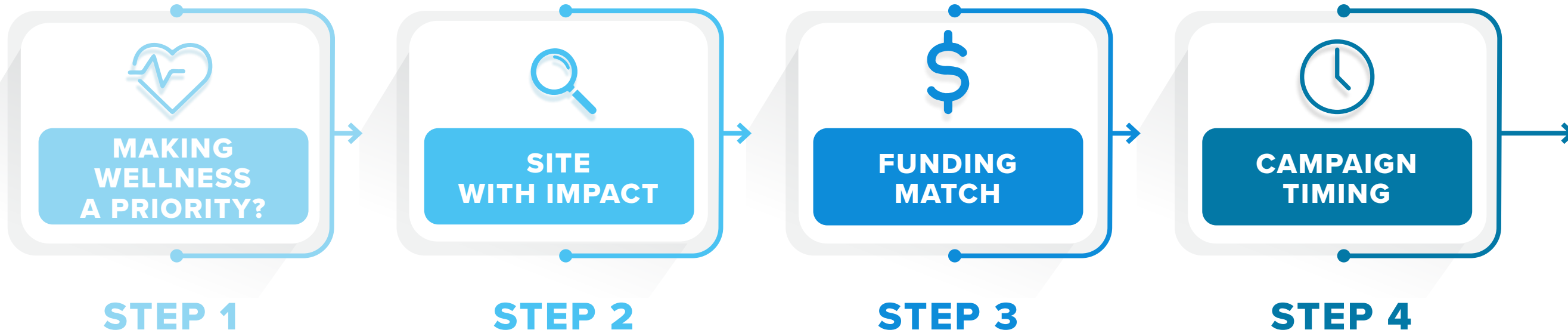
LAUNCH PHASE

- 7 Shipment for Storage
- 8 Install Concrete Slab and Art Approval
- 9 Fitness Court Assembly
- 10 Press Launch Ceremony

FITNESS COURT OPEN!

Discussion - Q&A

National Fitness Campaign



SCHEDULE EVALUATION CALL

NEXT STEP



Business Item 7:

Agenda Request – Jasper County BOC

Department: Roads and Bridges

Date: August 7, 2023

Subject: Release & Settlement Agreement – Henderson Mill Rd Culvert Washout

Summary:

Resource Environmental Solutions, LLC is proposing to perform repairs to the failed culvert area on Henderson Mill Rd at RES's expense.

The Scope of Work details the work to be performed by RES thru its affiliate, HGS, LLC and the limited responsibilities of Jasper County toward the repair project.

Background:

Storms last July 2022 caused a culvert failure on Henderson Mill Rd partly on county right of way and partly on land owned by Rocky Creek Mitigation, LLC identified on the Jasper County Tax Map as Parcel # 008 026 003.

Cost:

Recommended Motion:

Authorize Chairman to sign the Release and Settlement Agreement between Jasper County Board of Commissioners, Rocky Creek Mitigation, LLC, Resource Environmental Solutions, LLC and HGS, LLC for the improvement of the culvert washout area on Henderson Mill Rd as presented.

STATE OF GEORGIA

JASPER COUNTY

This Release and Settlement Agreement is made this ____ day of _____, 2023 (the “Effective Date”), by and between the JASPER COUNTY BOARD OF COMMISSIONERS, GEORGIA (hereinafter “County”) and ROCKY CREEK MITIGATION, LLC, RESOURCE ENVIRONMENTAL SOLUTIONS, LLC, and HGS, LLC (hereinafter, collectively, “Licensee”).

RECITALS

- A.** Pursuant to the laws of the State of Georgia, the authority to improve the public rights of way within Jasper County, Georgia, is vested in the County;
- B.** Licensee wishes to improve certain portions of the County’s rights of way, identified as Henderson Mill Road, adjacent to a parcel of land owned by ROCKY CREEK MITIGATION, LLC, identified by the Jasper County Tax Assessor’s Office as Map and Parcel No. 008 026 003 (hereinafter “Premises”);

AGREEMENT

NOW, THEREFORE, in light of the mutual promises and obligations contained herein, and in exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

SECTION 1. Adoption of Recitals.

The above recitals are incorporated herein by reference as if set forth in full.

SECTION 2. Definitions. For the purposes of this License Agreement, the following words and phrases shall have the meanings given herein:

- (a) “County” shall mean Jasper County, Georgia. References to the County shall also include, as appropriate, any and all successors and assigns.
- (b) “Public Improvement” shall mean any existing or contemplated public facility, building, or capital improvement project, including but not limited to streets, alleys, sidewalks, sewers, water mains, drainage conduits, rights of way improvements, and other Public Projects.
- (c) “Public Rights of Way” shall mean only those areas of real property in which the County has dedicated or acquired rights of way interests in the real property. It shall include the area on, below, or above the present and future streets, alleys, avenues, roads, highways, parkways, boulevards, or bridges dedicated or acquired as rights of way. The term does not include the airwaves above rights of way with regard to wireless telecommunications, other non-wire telecommunications, or broadcast service, easements obtained by utilities, or private easements in platted subdivisions or tracts.

(d) “Licensee” shall mean ROCKY CREEK MITIGATION, LLC, RESOURCE ENVIRONMENTAL SOLUTIONS, LLC, and HGS, LLC and shall also include, as appropriate, any and all successors and assigns.

(e) “Right-of-Way” shall mean the County’s rights-of-way.

SECTION 3. Release.

In consideration of the obligations referenced below, and upon satisfaction of the same, the parties and their respective past or present owners, insurers, parents, officers, directors, subsidiaries, affiliates, employees, representatives, agents, attorneys, and their successors and assigns releases, and covenants not to seek judgement against the other party from any and all claims, demands, causes of action, lawsuits, arbitrations, claims for costs, attorneys’ fees, damages, statutory damages, treble damages, punitive damages, losses, expenses, mental anguish, inconvenience or annoyance, or requests for relief of any kind, legal or equitable, known or unknown, anticipated or unanticipated, whether accrued or hereinafter maturing that the party asserts, asserted, could have asserted, or may assert against the other party for any claim related to or based directly upon previous or future failure of any stormwater apparatus or infrastructure servicing or within the Premises or the improvements made by Licensee pursuant to this agreement, regardless of whether or not such failure was the result of any party to this Agreement. This release shall not affect or impair either party from bringing any future claim which may accrue based upon acts, omissions, wrongdoings, torts, breaches or other factual bases for cause of action which occur after the execution of this Agreement.

SECTION 4. Grant of Limited License.

(a) For and in recognition of the mutual consideration set forth in this Release and Settlement Agreement, the satisfaction of which is hereby acknowledged by both parties, subject to the limitations set forth herein, Licensee is hereby granted a nonexclusive license to construct, place, replace, repair, maintain, extend, and improve certain portions of the County right-of-way adjacent to the Premises for the purpose of replacing certain stormwater structures. Such improvements shall substantially comply with the Scope of Work provided by Licensee and attached to this Agreement as Exhibit “A”.

(b) The grant of this Release and Settlement Agreement shall not convey title, equitable or legal, to Licensee in the right-of-way of the County and shall only give to the Licensee the right to occupy or cross the County’s right-of-way for the purposes and for the time stated in this Release and Settlement Agreement.

(c) Upon completion of such improvements, and upon the written approval of the County, the improvements, to the extent they are located in the right-of-way, shall be accepted by the County and shall become the property of the County. Upon acceptance of these improvements, the license provided to Licensee shall terminate.

(d) Nothing in this Release and Settlement Agreement shall be construed as giving Licensee any exclusive rights or privileges.

SECTION 5. Use of the County Right-of-Way.

In using the right-of-way under this Release and Settlement Agreement, Licensee shall be subject to all ordinances, resolutions, rules, regulations, and policies now or hereafter adopted or promulgated by the County in the reasonable exercise of its police powers and shall be subject to all applicable laws, statutes, ordinances, regulations, orders, and rules adopted or promulgated by any governing body now or hereafter having jurisdiction. As a condition of this Release and Settlement Agreement, Licensee shall be responsible for obtaining and maintaining any necessary permits, licenses, certifications, grants, registrations, or other authorizations required by any appropriate governmental entity. In addition, Licensee shall be subject to all ordinances, resolutions, rules, regulations, and policies now or hereafter adopted or promulgated by the County relating to the use of the right-of-way, including but not limited to permits, sidewalk and pavement cuts, utility location, construction coordination, beautification, tree care, and other requirements affecting the use of the use of the right-of-way. Licensee shall also comply with the following:

(a) Licensee's use of the right-of-way shall in all matters be subject and subordinate to the County's use of the right-of-way for any public purpose or for any purpose relating to the health, safety, and welfare of the County.

(b) All earth, materials, sidewalks, paving, crossings, utilities, Public Improvements, or improvements of any kind that are injured, damaged, or removed by Licensee while engaging in any activity under this Release and Settlement Agreement shall be fully repaired or replaced to its original condition within a reasonable time by Licensee at its sole cost and expense and to the reasonable satisfaction of the County.

SECTION 6. Obligations of County.

County, by execution of this Agreement, hereby agrees to the following terms and obligations:

(a) County shall, transport and dispose of the failed corrugated culverts once removed.

(b) During completion of the Scope of Work by Licensee, County shall transport and dispose of 8 separate loads of debris and material from the Premises and/or adjacent parcels. For purposes of this Agreement, load shall be defined as 12 cubic yards of material. County shall be responsible for all costs associated with transport and disposal under this provision.

(c) During improvement and efforts by Licensee, County shall allow Licensee to transport additional loads of debris at cost to the Licensee, and dispose of them at the county landfill at no cost to the Licensee above and beyond the 8 loads mentioned in Section 6(b) above, in conjunction with Licensee's completion of the Scope of Work.

(d) Following completion of the Scope of Work by Licensee, County shall install a new guardrail along the right-of-way adjacent to the Premises.

SECTION 7. Indemnification.

(a) To the extent permitted by law, Licensee, their successors and assigns, agree to indemnify, defend, save, and hold harmless the County, its officers, commissioners, agents, employees, grantees, and assigns, from and against all claims, actions, liabilities, damages, costs, expenses, and judgment, including attorney's fees, which relate to, arise out of, or are in any way associated with their respective activities in the right-of-way on account of any injury to persons (including death) or damage to property. The indemnification obligation shall not apply to the extent that any injury or damage is caused by the County's own negligence or intentional conduct. This indemnification provision shall extend beyond the termination or expiration of this License.

(b) The County and Licensee shall promptly advise the other in writing of any known claim or demand against the County or Licensee related to or arising out of their respective activities in the right-of-way.

SECTION 8. Transfer and Assignment.

Pursuant to the written permission of the County, Licensee shall have the right to assign this License Agreement and the rights and privileges hereby granted to any person, firm, or corporation, and any such assignee, who, by accepting such assignment, shall be bound by the terms and provisions of this Release and Settlement Agreement. If Licensee should seek approval to assign this Release and Settlement Agreement, Licensee shall notify the County in writing. All such assignments shall be in writing and authenticated by copies thereof shall be filed with the County Clerk and County Attorney. This Release and Settlement Agreement shall be assignable only in accordance with the laws of the State of Georgia.

SECTION 9. Notice.

All notices, requests, demands, or other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or by a recognized overnight delivery service, to the following addresses:

If to County, to:
Jasper County Board of Commissioners
Attn: Mike Benton, County Manager
126 W. Greene St, Suite 18
Monticello, GA 31064

If to Licensee, to:
Resource Environmental Solutions, LLC
Attn: Stephen Colomb
6575 West Loop South, Suite 300
Bellaire, Texas 77401

Any such Notice shall be deemed effective upon actual receipt or refusal of receipt as shown on any return receipt obtained under this Section.

SECTION 10. Failure to Enforce.

The failure of either the County or Licensee to insist in any one or more instances upon the strict performance of one or more of the terms or provisions of this Release and Settlement Agreement shall not be construed as a waiver or relinquishment of any right in the future to enforce such term or provision, and the same shall continue in full force and effect. No waiver or relinquishment of any term or provision of this Release and Settlement Agreement shall be deemed to have been made by the County or Licensee unless said waiver or relinquishment is in writing and signed by both the County and Licensee.

SECTION 11. Force Majeure.

No party shall be liable for any failure to perform its obligations where such failure is a result of acts of God, fire, strikes, riots, way, and other disasters or events beyond the parties' reasonable control.

SECTION 12. Effectiveness.

This Release and Settlement Agreement shall become effective and shall be in force and shall be binding on the parties, their successors and assigns, from and after the execution of this Release and Settlement Agreement, as dated below.

SECTION 13. Severability.

If any provision, section, or subsection of this Release and Settlement Agreement or the application thereof to any person or circumstance is declared invalid by a competent court of law, such invalidity shall not affect other provisions, sections, subsections, or applications of this Release and Settlement Agreement that can be given effect without the invalid provision, section, subsection, or application, and to this end the provisions, sections, subsection, or applications of this Release and Settlement Agreement are hereby declared to be severable.

SECTION 14. Governing Law and Forum Selection.

The terms of this Release and Settlement Agreement shall be governed by the laws of the State of Georgia. The parties hereto consent to the submission of any dispute arising hereunder or in connection herewith to the Superior Court of Jasper County and agree that such court shall have the exclusive jurisdiction with respect to any such dispute.

IN WITNESS WHEREOF, the undersigned have caused this Release and Settlement Agreement to be executed as of the date noted below.

This _____ day of _____, 2023.

For Jasper County:

Don Jernigan, Chair

For Rocky Creek Mitigation, LLC :

Signature

Printed Name
As its:

For Resource Environmental Solutions, LLC :

Signature

Printed Name
As its:

For HGS, LLC :

Signature

Printed Name
As its:

Scope of Work

Rocky Creek Mitigation Bank South Henderson Mill Road Right-of-Way repairs Jasper County, Georgia

RES Environmental Operating Company, LLC (RES) is submitting a scope of work for repairs to be conducted within the South Henderson Mill Road right-of-way directly upstream of the Rocky Creek Mitigation Bank (RCMB), located in the Upper Ocmulgee River watershed (HUC 03070103) in Jasper County, Georgia.

Background

The Rocky Creek Mitigation Bank (RCMB) is an approximate 39-acre compensatory mitigation bank located north of Rocky Creek Road and south of Henderson Mill Road at 33.429872, -83.781122 in Jasper County, Georgia.

In July 2022, a culvert failure within the South Henderson Mill Road right-of-way occurred, resulting in excessive erosion and sediment deposition within the restored Rocky Creek stream channel (Photo 1 and Photo 2).



Photo 1. Upstream view of failed culverts.



Photo 2. Downstream view of failed culverts.

Sediment deposition entered the restored Rocky Creek stream channel creating a braided system for the first 150 feet and filling pools for an additional 1500 feet downstream. To mitigate disturbances, an Adaptive Management Plan (AMP) was created to detail proposed activities both within and outside of the RCMB property.

Proposal Scope

RES is proposing to perform repairs within the South Henderson Mill Road right-of-way to mitigate any additional sedimentation and impacts to the RCMB. Repairs include the removal of existing failed culverts, removal of excessive sediment, stream channel stabilization, regrading stream banks to a 3:1 slope and

permanent seeding and matting to stabilize soil. Soil on top of box culvert will be sloped to a 3:1 or 2:1 depending on appropriateness to the horizontal distance to the shoulder of South Henderson Mill Rd. This area will receive permanent seeding and matting to stabilize soil.

Approximately 50 linear feet of existing failed culverts will be removed and replaced with a rock riffle to properly establish a connection between the existing box culverts and the RCMB stream channel. The channel will be constructed with appropriately sized riffle material to control grade and to match the appropriate start elevation of the restored RCMB stream channel. Typical energy dissipators such as a vane or riprap may also be installed downstream of the box culvert outlet to dissipate energy and to prevent further erosion. Bank stabilization efforts will include removal of soil at a 3:1 slope, over seeding with a temporary/permanent seed blend, and matted with either Coir or Excelsior type erosion control matting.

The repairs are expected to alleviate future concerns by removing the failed culverts, stabilizing banks, and allowing flow along an appropriately distanced and graded rock riffle into the restored RCMB stream channel.

Responsibilities of Jasper County

In a meeting on February 23, 2023, a representative of RES and Jasper County Manager Mike Benton agreed that Jasper County would be responsible for following:

- Transport and disposal of the failed corrugated culverts once removed;
- Transport and disposal of up to eight (8) dump truck loads of material removed from the County Property or the HGS Property in performance of the Work;
- Allowing HGS, at its sole cost and expense of transport, to dump additional material beyond the eight (8) truckloads in the County's landfill;
- Installing a new guardrail upon HGS's completion of the Work.

This would be coordinated prior to the start of work as to schedule a driver and dump truck to be available.

Business Item 8:

Agenda Request – Jasper County BOC

Department: Public Works

Date: August 7, 2023

Subject:

Additional Funding Request for Public Works to purchase a 2023 Ford 250 Diesel truck

Summary:

Public Works needs an additional \$4,770.00 of funding to purchase the truck.

Background:

On August 12, 2022, BOC approved the purchase of the truck for \$60,000.00 to be funded by American Rescue Funds, but now the cost of the truck is \$64,770.00

Cost: \$4,770.00 additional

If approved, recommended funding from American Rescue Plan

Recommended Motion:

To approve an additional \$4,770.00 to purchase the truck for Public Works.

Business Item 9:

Agenda Request – Jasper County BOC

Department: Roads and Bridges

Date: August 7, 2023

Subject: Four Culverts Replacement Project – Bid Results

Summary:

Received Four Bids

Barksdale Contracting & Supply	\$847,950.00
Mark Burrow Grading	\$215,679.83
D.E.P. Hauling & Grading	\$208,881.41
J. Wyatt Clearing & Grading	\$288,000.00

Background:

Recent storms caused failure of culverts, culvert infrastructure and road sections on the following roads:

Aldridge Rd at Robinson Creek

Gay Rd at Blackwell Creek

Cook Rd at Persons Creek

Greer Rd at King Branch

Cost:

Based on bid award.

Funding recommended from SPLOST.

Recommended Motion:

Award the low bid of \$208,881.41 from D.E.P. Hauling & Grading for the Four Culverts Replacement Project.

Four Sites Culvert Replacement Project

Replacement locations:

Aldridge Road

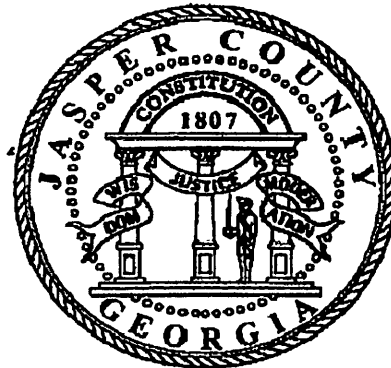
Gay Road

Cook Road

Greer Road

INVITATION TO BID

JASPER COUNTY, GEORGIA



Issued on June 23, 2023

SCOPE AND BID SPECIFICATIONS
for the
Four Sites Culvert Replacement Project

Jasper County is accepting bids for culvert replacements and associated work at four locations as shown on Figure 1 – Culvert Repair Locations. The owner reserves the right to modify the scope after award and during the work based on bid amounts and project budget.

Project Scope of Services

2022 Local Roads Paving Project

Project	Locations	# Culverts to be installed	Culvert size & length	Scope Summary
Four Sites Culvert Replacement Project	Aldridge Road at Robinson Creek	2	84" x 60'	Remove 2 existing damaged culverts; install 2 new culverts; install new road surface; stabilize side slopes with grouted riprap
	Gay Road at Blackwell Creek	2	72" x 40'	Remove beaver dam; remove 1 damaged culvert; install 2 new culverts; stabilize side slopes with grouted riprap; repair roadway at low point; install new road surface
	Cook Road at Persons Creek	2	84" x 40'	Remove 2 existing damaged culverts; install 2 new culverts; repair road surface; stabilize side slopes with grouted riprap
	Greer Road at King Branch	2	60" x 40'	Remove 2 existing damaged culverts; install 2 new upsized culverts; raise road level at culverts if required to maintain cover; create road surface transitions, repair road surface; stabilize side slopes with grouted riprap

Narrative Scope

Below is a narrative scope of work for each of the four proposed sites. Work at the four sites described herein shall be undertaken in order of the following priority: First Aldridge Road, then Gay Road, then Cook Road, and finally Greer Road. The culverts at Aldridge Road and Gay Road currently require full road closure. Traffic flow has not be completely restricted at Cook Road and Greer Road.

Aldridge Road

Until a recent storm, two 84" corrugated metal pipe (CMP) culverts, apparently 50 feet long, conveyed the flow of Robinson Creek eastward under Aldridge Road as shown on Figure 2, Aldridge Road Culverts Site Map. The existing culverts are about 8 feet on center and are rotated about 45 degrees from perpendicular to the centerline of the road. Aldridge

Road has a roughly 16-foot- to 18-foot-wide gravel surface.

During a recent storm, most of the soil was eroded away from the western end of the culverts and the west end of both culverts was broken, dislodged, and displaced (See Figure 3 – Aldridge Road Photos). Following the storm, three- to four-foot high piles of dirt were placed across Aldridge Road by Jasper County public works to block traffic across the culvert location from both directions. Prior to the start of work the contractor shall determine the locations of any existing overhead or underground utilities at the site and take precautions to avoid damage to the utilities throughout the project.

The contractor shall remove the existing culverts and as much unsuitable material as possible from the pipe bed and install two new 60-foot-long by 84” diameter CMP culverts (aluminized, 14-gage, with 5”x1” corrugations) in the same or very similar horizontal configuration as the existing culverts. The pipes slopes shall be a minimum of 1 percent. The additional 10 feet of pipe length (as compared to the prior culverts) shall be distributed on each side of the road to best accommodate construction of a more gradually sloped earth foreslope on each side of the road than was present prior to the damage. Prior to culvert placement the creek bed shall be stabilized to the extent possible. If it is not possible to completely dewater the eroded location, a gravel bed shall be established for the pipes up to the saturation point, above which clean fill material shall be placed around the pipes and compacted in lifts thin enough to obtain proper compaction by hand tampers or other means as fill is brought up around and between the culverts. Soil fill shall be compacted to 95% standard proctor density.

Riprap shall be placed on the foreslopes of the new roadway fill across the entirety of the new fill area at a depth of approximately 6 to 8 inches. Concrete shall be poured uniformly over the riprap to grout the stone in place and armor the slopes against future erosion.

Following installation of the culverts, a gravel road surface shall be installed at a width matching the existing gravel surface. The new surface shall be a minimum 3 inches of #57 stone compacted into the new roadway fill and overlaid by a minimum 2 inches of graded aggregate base (GAB) compacted to 100% maximum dry density.

Any disturbed areas not covered in riprap or gravel shall be permanently grassed and mulched. The soil piles across the road on each side of the creek shall be spread on the shoulders of the existing road (near the culverts but not in an area of excavation or new fill placement) and permanently grassed.

Gay Road

Until a recent storm, a single approximately 84” corrugated metal pipe (CMP) culvert, apparently 30 feet long, conveyed the flow of Robinson Creek northwestward under Gay Road as shown on Figure 4, Gay Road Culvert Site Map. The existing single culvert has been damaged and shifted and a roughly 30-foot-long section of Gay road has been eroded away at the location of the culvert. Apparently following the storm, beavers have built a dam in the breached section of the roadbed, raising the water level upstream and partially inundating the wash-out area and the damaged culvert (See Figure 5 – Gay Road Photos). The contractor shall remove the beaver dam and allow the upstream water level to drop to a level that will allow better and dryer working conditions at the culvert location. Complete dewatering of the installation trench at this site might not be possible and the contractor should anticipate other means of achieving pipe bed stability at this location.

Visual inspection and the NOAA LIDAR topo data both indicate that the low point of the Gay Road Centerline is located about 70 feet north of the culvert. Damage to the gravel surface of the road at the low point and the depth and size of the stone at the low point indicate that roadway overtopping and roadway erosion at the low point have been a problem in the past. The broken concrete pieces at each end of the damaged culvert are also indicators that erosion at the culvert location has been a problem in the past. A small, maybe 2 feet high, earthen berm has been constructed along the west side of the road in the past apparently to divert runoff from the upstream side of Gay Road towards the culvert location. Because the berm does not extend across the culvert location, the berm has not been completely effective in preventing road overtopping at the low point 70 feet north of the culvert.

To put the road back into service and to prevent the culvert erosion from happening again in the near future, the contractor shall remove the existing culvert at the eroded road location and install two new 40-foot-long by 84" diameter CMP culverts (aluminized, 14-gage, with 5"x1" corrugations) in the same or very similar horizontal configuration as the existing culverts, approximately 8 to 10 feet on center. The pipes slopes shall be a minimum of 1 percent. The additional 10 feet of pipe length (as compared to the prior culverts) shall be distributed on each side of the road to best accommodate construction of a more gradually sloped earth foreslope on each side of the road than was present prior to the damage. Prior to culvert placement the creek bed shall be stabilized to the extent possible. If it is not possible to completely dewater the eroded location, a gravel bed shall be established for the pipes up to the saturation point, above which clean fill material shall be placed around the pipes and compacted in lifts thin enough to obtain proper compaction by hand tampers or other means as fill is brought up around and between the culverts. Soil fill shall be compacted to 95% standard proctor density.

Riprap shall be placed on the foreslopes of the new roadway fill across the entirety of the new fill area at a depth of approximately 6 to 8 inches. Concrete shall be poured uniformly over the riprap to grout the stone in place and armor the slopes against future erosion.

Following installation of the culverts, a gravel road surface shall be installed at a width matching the existing gravel surface. The new surface shall be a minimum 3 inches of #57 stone compacted into the new roadway fill and overlaid by a minimum 2 inches of graded aggregate base (GAB) compacted to 100% maximum dry density.

At the road low point about 70 feet north of the culverts, a base course of #4 stone shall be placed to bring the subgrade back to the appropriate level to match the prior road grade. The subgrade shall be overlaid with 3 inches of #57 stone and 2 inches of GAB to bring the roadway surface back to original grade and create a smooth approach to the culvert location. The roadside ditch on the eastern side of the road shall be regraded and grassed as appropriate to facilitate flow to Robinson Creek in the case of future roadway overtopping at the low point.

Any disturbed areas not covered in riprap or gravel shall be permanently grassed and mulched. The contractor shall determine the locations of any existing overhead or underground utilities at the site prior to work and take precautions to avoid damage to the utilities throughout the project.

Cook Road

Until a recent storm, two 84" corrugated metal pipe (CMP) culverts, apparently 30 feet long, conveyed the flow of Persons Creek southward under Cook Road as shown on Figure 3, Cook Road Culverts Site Map. The culverts exist about 12 feet on center and are rotated about 15 degrees from perpendicular to the centerline of the road. Aldridge Road has a roughly 14-foot- to 16-foot-wide gravel surface. During a recent storm, most of the soil was eroded away from the northern end of the culverts and the north end of both culverts was damaged (See Figure 7 – Cook Road Photos).

The contractor shall remove the existing culverts and as much unsuitable material as possible from the pipe bed and install two new 40-foot-long by 84" diameter CMP culverts (aluminized, 14-gage, with 5"x1" corrugations) in the same or very similar horizontal configuration as the existing culverts. The pipes slopes shall be a minimum of 1 percent. The additional 10 feet of pipe length (as compared to the prior culverts) shall be distributed on each side of the road to best accommodate construction of a more gradually sloped earth foreslope on each side of the road than was present prior to the damage. Prior to culvert placement the creek bed shall be stabilized to the extent possible. If it is not possible to completely dewater the eroded location, a gravel bed shall be established for the pipes up to the saturation point, above which clean fill material shall be placed around the pipes and compacted in lifts thin enough to obtain proper compaction by hand tampers or other means as fill is brought up around and between the culverts. Soil fill shall be compacted to 95% standard proctor density.

Riprap shall be placed on the foreslopes of the new roadway fill across the entirety of the new fill area at a depth of approximately 6 to 8 inches. Concrete shall be poured uniformly over the riprap to grout the stone in place and armor the slopes against future erosion.

Following installation of the culverts, a gravel road surface shall be installed at a width matching the existing gravel surface. The new surface shall be a minimum 3 inches of #57 stone compacted into the new roadway fill and overlaid by a minimum 2 inches of graded aggregate base (GAB) compacted to 100% maximum dry density.

Any disturbed areas not covered in riprap or gravel shall be permanently grassed and mulched. The contractor shall determine the locations of any existing overhead or underground utilities at the site prior to work and take precautions to avoid damage to the utilities throughout the project.

Greer Road

Until a recent storm, two 48" corrugated metal pipe (CMP) culverts, apparently 40 feet long, conveyed the flow of King Branch eastward under Greer Road as shown on Figure 8 - Greer Road Culverts Site Map. The culverts exist about 5 feet on center and are roughly perpendicular to the centerline of the road in a curve having a radius of about 100 feet. Aldridge Road has a roughly 15-foot- to 16-foot-wide gravel surface. During a recent storm, the road overtopped and some of the soil around the upstream western end of the culverts was eroded away and the western end of both culverts was damaged apparently from trash removal following culvert clogging by debris (See Figure 9 – Cook Road Photos).

The contractor shall remove the existing culverts and as much unsuitable material as possible from the pipe bed and install two new 40-foot-long by 60" diameter CMP culverts (aluminized, 14-gage, with 5"x1" corrugations) in the same or very similar horizontal configuration as the existing culverts at roughly 10 feet on center. The pipes slopes shall be

a minimum of 1 percent. The increase in size over the prior culverts is intended to create more flow capacity but also to lessen the severity of clogging on the upstream end during large storm events. Prior to culvert placement the creek bed shall be stabilized to the extent possible. If it is not possible to completely dewater the eroded location, a gravel bed shall be established for the pipes up to the saturation point, above which clean fill material shall be placed around the pipes and compacted in lifts thin enough to obtain proper compaction by hand tampers or other means as fill is brought up around and between the culverts. Soil fill shall be compacted to 95% standard proctor density.

Depending on the depth the bottom of the culverts are embedded in the creek, the elevation of the roadway in the vicinity of the new culverts might need to be raised to maintain a minimum of 12 inches of cover over the new culverts. If raising the road bed elevation is required, the grade of the road shall be modified for a minimum of 50 feet in each direction to create a gradual transition to the new elevation at the culverts. Riprap shall be placed on the foreslopes of the new roadway fill across the entirety of the new fill area at a depth of approximately 6 to 8 inches. Concrete shall be poured uniformly over the riprap to grout the stone in place and armor the slopes against future erosion.

Following installation of the culverts, a gravel road surface shall be installed at a width matching the existing gravel surface. The new surface shall be a minimum 3 inches of #57 stone compacted into the new roadway fill and overlaid by a minimum 2 inches of graded aggregate base (GAB) compacted to 100% maximum dry density.

The low point of Greer Road is apparently located about 65 feet south of the culvert location. It is apparent that recent road overtopping has occurred at this location. Minor grading and grassing of the roadside ditch on the eastern side of Greer Road south of the culverts shall be performed to improve flow from the low point in the road northward to the creek at the culverts outfall.

Any disturbed areas not covered in riprap or gravel shall be permanently grassed and mulched. The contractor shall determine the locations of any existing overhead or underground utilities at the site prior to work and take precautions to avoid damage to the utilities throughout the project.

Funding, Specifications, and Evaluation Criteria

The project will be funded by Jasper County. For any technical information required to complete this work that is not included in this Invitation to Bid, the Contractor shall contact the county engineer or refer to Georgia Department of Transportation (GDOT) culvert installation and earthwork specifications. The Contractor is required to begin work within 45 days of contract approval and to proceed continuously and without interruption until work is completed.

Proposals will be evaluated on criteria deemed to be in the County's best interests to include, but not be limited to, ability to perform the required work as specified, pricing, scheduling, references, and experience in providing the required work.

1. PURPOSE

1.1 The intent of this Invitation to Bid (ITB) is to obtain competitive sealed

**BID TABULATION SUMMARY FOR
FOUR CULVERTS REPLACEMENT PROJECT
(Page 1 of 4)**

Bidding Company:

ALDRIDGE ROAD CULVERTS SITE

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
1	Mobilization, signage, traffic control, grassing, misc.	1	LS	\$	\$
2	Excavation, removal, and proper disposal of existing culverts, debris, and unsuitable material	1	LS	\$	\$
3	60 LF of 84" corrugated metal culvert pipe (aluminized 14-gage with 5"x1" corrugations)	2	EA	\$	\$
4	Installation of twin 84" culverts including bedding (if reqd), placement, imported fill (if reqd), fill placement, compaction, and grading	1	LS	\$	\$
5	Materials and installation of new roadway surface over disturbed area	1	LS	\$	\$
6	Armoring of proposed fill at roadway foreslopes with riprap	1	LS	\$	\$
7	Concrete grouting in place of foreslope riprap	1	LS	\$	\$
8	Other materials, tasks, or costs	1	LS	\$	\$
Aldridge Road site subtotal					\$

GAY ROAD CULVERT SITE

9	Mobilization, signage, traffic control, grassing, misc.	1	LS	\$	\$
10	Excavation, removal, and proper disposal of existing culverts, debris, beaver dam, and unsuitable material	1	LS	\$	\$
11	40 LF of 84" corrugated metal culvert pipe (aluminized 14-gage with 5"x1" corrugations)	2	EA	\$	\$
12	Installation of twin 84" culverts including bedding (if reqd), placement, imported fill (if reqd), fill placement compaction, and grading	1	LS	\$	\$
13	Materials and installation of new roadway surface over disturbed area	1	LS	\$	\$
14	Armoring of proposed fill at roadway foreslopes with riprap	1	LS	\$	\$
15	Concrete grouting in place of foreslope riprap	1	LS	\$	\$

**BID TABULATION SUMMARY FOR
FOUR CULVERTS REPLACEMENT PROJECT**

(Page 2 of 4)

16	Reconstruction and repair of eroded portion of road surface and shoulder at low point approximately 70 feet north of culverts	1	LS	\$	\$
17	Other materials, tasks, or costs	1	LS	\$	\$
Gay Road site subtotal					\$

COOK ROAD CULVERTS SITE

18	Mobilization, signage, traffic control, grassing, misc.	1	LS	\$	\$
19	Excavation, removal, and proper disposal of existing culverts, debris, and unsuitable material	1	LS	\$	\$
20	40 LF of 84" corrugated metal culvert pipe (aluminized 14-gage with 5"x1" corrugations)	2	EA	\$	\$
21	Installation of twin 84" culverts including bedding (if reqd), placement, imported fill (if reqd), fill placement, compaction, and grading	1	LS	\$	\$
22	Materials and installation of new roadway surface over disturbed area	1	LS	\$	\$
23	Armoring of proposed fill at roadway foreslopes with riprap	1	LS	\$	\$
24	Concrete grouting in place of foreslope riprap	1	LS	\$	\$
25	Other materials, tasks, or costs	1	LS	\$	\$
Cook Road site subtotal					\$

GREER ROAD CULVERTS SITE

26	Mobilization, signage, traffic control, grassing, misc.	1	LS	\$	\$
27	Excavation, removal, and proper disposal of existing culverts, debris, and unsuitable material	1	LS	\$	\$
28	40 LF of 84" corrugated metal culvert pipe (aluminized 14-gage with 5"x1" corrugations)	2	EA	\$	\$

**BID TABULATION SUMMARY FOR
FOUR CULVERTS REPLACEMENT PROJECT**

(Page 3 of 4)

29	Installation of twin 84" culverts including bedding (if reqd), placement, imported fill (if reqd), fill placement, compaction, and grading	1	LS	\$	\$
30	Materials and installation of new roadway surface over disturbed area	1	LS	\$	\$
31	Armoring of proposed fill at roadway foreslopes with riprap	1	LS	\$	\$
32	Concrete grouting in place of foreslope riprap	1	LS	\$	\$
33	Other materials, tasks, or costs	1	LS	\$	\$
Greer Road site Subtotal					\$
Total lump sum bid amount for all four sites					\$

Total lump sum project cost for all four sites (written out):

Note 1 -- Jasper County reserves the right to modify the scope of the project to accommodate available funding and budget for this work.

**BID TABULATION SUMMARY FOR
FOUR CULVERTS REPLACEMENT PROJECT
(Page 1 of 4)**

Bidding Company: *Parkside Contracting & Supply*

ALDRIDGE ROAD CULVERTS SITE

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
1	Mobilization, signage, traffic control, grassing, misc.	1	LS	\$ 10,000	\$ 10,000 ⁰⁰
2	Excavation, removal, and proper disposal of existing culverts, debris, and unsuitable material	1	LS	\$ 23,750	\$ 23,750 ⁰⁰
3	60 LF of 84" corrugated metal culvert pipe (aluminized 14-gage with 5"x1" corrugations)	2	EA	\$ 12,500	\$ 25,000 ⁰⁰
4	Installation of twin 84" culverts including bedding (if reqd), placement, imported fill (if reqd), fill placement, compaction, and grading	1	LS	\$ 54,250	\$ 54,250 ⁰⁰
5	Materials and installation of new roadway surface over disturbed area	1	LS	\$ 23,825	\$ 23,825 ⁰⁰
6	Armoring of proposed fill at roadway foreslopes with riprap	1	LS	\$ 24,500	\$ 24,500 ⁰⁰
7	Concrete grouting in place of foreslope riprap	1	LS	\$ 15,500	\$ 15,500 ⁰⁰
8	Other materials, tasks, or costs	1	LS	\$ 10,500	\$ 10,500 ⁰⁰
Aldridge Road site subtotal					\$ 187,325⁰⁰

GAY ROAD CULVERT SITE

9	Mobilization, signage, traffic control, grassing, misc.	1	LS	\$ 10,000	\$ 10,000 ⁰⁰
10	Excavation, removal, and proper disposal of existing culverts, debris, beaver dam, and unsuitable material	1	LS	\$ 47,500	\$ 47,500 ⁰⁰
11	40 LF of 84" corrugated metal culvert pipe (aluminized 14-gage with 5"x1" corrugations)	2	EA	\$ 12,500	\$ 25,000 ⁰⁰
12	Installation of twin 84" culverts including bedding (if reqd), placement, imported fill (if reqd), fill placement compaction, and grading	1	LS	\$ 74,250	\$ 74,250 ⁰⁰
13	Materials and installation of new roadway surface over disturbed area	1	LS	\$ 32,500	\$ 32,500 ⁰⁰
14	Armoring of proposed fill at roadway foreslopes with riprap	1	LS	\$ 24,500	\$ 24,500 ⁰⁰
15	Concrete grouting in place of foreslope riprap	1	LS	\$ 15,500	\$ 15,500 ⁰⁰

**BID TABULATION SUMMARY FOR
FOUR CULVERTS REPLACEMENT PROJECT**

(Page 2 of 4)

16	Reconstruction and repair of eroded portion of road surface and shoulder at low point approximately 70 feet north of culverts	1	LS	\$ 15,500	\$ 15,500 ⁰⁰
17	Other materials, tasks, or costs	1	LS	\$ 17,500	\$ 17,500 ⁰⁰
Gay Road site subtotal					\$ 262,250 ⁰⁰

COOK ROAD CULVERTS SITE

18	Mobilization, signage, traffic control, grassing, misc.	1	LS	\$ 10,000	\$ 10,000 ⁰⁰
19	Excavation, removal, and proper disposal of existing culverts, debris, and unsuitable material	1	LS	\$ 32,250	\$ 32,250 ⁰⁰
20	40 LF of 84" corrugated metal culvert pipe (aluminized 14-gage with 5"x1" corrugations)	2	EA	\$ 12,500	\$ 25,000 ⁰⁰
21	Installation of twin 84" culverts including bedding (if reqd), placement, imported fill (if reqd), fill placement, compaction, and grading	1	LS	\$ 67,500	\$ 67,500 ⁰⁰
22	Materials and installation of new roadway surface over disturbed area	1	LS	\$ 24,500	\$ 24,500 ⁰⁰
23	Armoring of proposed fill at roadway foreslopes with riprap	1	LS	\$ 24,500	\$ 24,500 ⁰⁰
24	Concrete grouting in place of foreslope riprap	1	LS	\$ 15,500	\$ 15,500 ⁰⁰
25	Other materials, tasks, or costs	1	LS	\$ 15,000	\$ 15,000 ⁰⁰
Cook Road site subtotal					\$ 214,250 ⁰⁰

GREER ROAD CULVERTS SITE

26	Mobilization, signage, traffic control, grassing, misc.	1	LS	\$ 10,000	\$ 10,000 ⁰⁰
27	Excavation, removal, and proper disposal of existing culverts, debris, and unsuitable material	1	LS	\$ 24,750	\$ 24,750 ⁰⁰
28	40 LF of 60" corrugated metal culvert pipe (aluminized 14-gage with 5"x1" corrugations)	2	EA	\$ 7,900	\$ 15,800 ⁰⁰
29	Installation of twin 60" culverts including bedding (if reqd), placement, imported fill (if reqd), fill placement, compaction, and grading	1	LS	\$ 54,250	\$ 54,250 ⁰⁰

**BID TABULATION SUMMARY FOR
FOUR CULVERTS REPLACEMENT PROJECT**

(Page 3 of 4)

30	Materials and installation of new roadway surface over disturbed area	1	LS	\$ 28,825	\$ 28,825 ⁰⁰
31	Armoring of proposed fill at roadway foreslopes with riprap	1	LS	\$ 24,500	\$ 24,500 ⁰⁰
32	Concrete grouting in place of foreslope riprap	1	LS	\$ 15,500	\$ 15,500 ⁰⁰
33	Other materials, tasks, or costs	1	LS	\$ 10,500	\$ 10,500 ⁰⁰
Greer Road site Subtotal					\$ 184,125 ⁰⁰
Total lump sum bid amount for all four sites					\$ 847,950 ⁰⁰

Total lump sum project cost for all four sites (written out):

Eight hundred forty seven thousand, nine hundred fifty dollars.

Note 1 -- Jasper County reserves the right to modify the scope of the project to accommodate available funding and budget for this work.

**BID TABULATION SUMMARY FOR
FOUR CULVERTS REPLACEMENT PROJECT
(Page 1 of 4)**

Bidding Company: *Mare Burrow Grading*

ALDRIDGE ROAD CULVERTS SITE

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
1	Mobilization, signage, traffic control, grassing, misc.	1	LS	\$	\$ 3250 ⁰⁰
2	Excavation, removal, and proper disposal of existing culverts, debris, and unsuitable material	1	LS	\$	\$ 1950 ⁰⁰
3	60 LF of 84" corrugated metal culvert pipe (aluminized 14-gage with 5"x1" corrugations)	2	EA	\$	\$ 22,769.28
4	Installation of twin 84" culverts including bedding (if reqd), placement, imported fill (if reqd), fill placement, compaction, and grading	1	LS	\$	\$ 25,694 ⁰⁰
5	Materials and installation of new roadway surface over disturbed area	1	LS	\$	\$ 2250 ⁰⁰
6	Armoring of proposed fill at roadway foreslopes with riprap	1	LS	\$	\$ 3,510
7	Concrete grouting in place of foreslope riprap	1	LS	\$	\$ 5,000 ⁰⁰
8	Other materials, tasks, or costs	1	LS	\$	\$
Aldridge Road site subtotal					\$ 64,423.28

GAY ROAD CULVERT SITE

9	Mobilization, signage, traffic control, grassing, misc.	1	LS	\$	\$ 3250 ⁰⁰
10	Excavation, removal, and proper disposal of existing culverts, debris, beaver dam, and unsuitable material	1	LS	\$	\$ 2,150 ⁰⁰
11	40 LF of 84" corrugated metal culvert pipe (aluminized 14-gage with 5"x1" corrugations)	2	EA	\$	\$ 15,179.52
12	Installation of twin 84" culverts including bedding (if reqd), placement, imported fill (if reqd), fill placement compaction, and grading	1	LS	\$	\$ 17,129.33
13	Materials and installation of new roadway surface over disturbed area	1	LS	\$	\$ 2,250 ⁰⁰
14	Armoring of proposed fill at roadway foreslopes with riprap	1	LS	\$	\$ 3,510 ⁰⁰
15	Concrete grouting in place of foreslope riprap	1	LS	\$	\$ 5,000 ⁰⁰

FOR YRAMMUS-NOITAJAT OIB
FOUR CULVERTS REPLACEMENT PROJECT
 (Page 1 of 4)

Bidding Company:

ALBUQUE ROAD CULVERTS SITE

Item	Description	Qty	Unit	Unit Price	Amount
1	Excavation (to depth) for concrete pipe	1	cu yd	12.00	12.00
2	Concrete pipe (18" dia) x 12' length	1	lin ft	200.00	200.00
3	18" dia concrete pipe (12' length)	1	lin ft	200.00	200.00
4	Installation of 18" dia concrete pipe (including bedding)	1	lin ft	150.00	150.00
5	Backfill and bedding for concrete pipe	1	lin ft	100.00	100.00
6	Gravel bedding for concrete pipe	1	lin ft	50.00	50.00
7	Concrete bedding in place of concrete pipe	1	lin ft	50.00	50.00
8	Other materials, labor, etc.	1	lin ft	50.00	50.00

Albuque Road site subtotal

DAY ROAD CULVERTS SITE

9	Excavation (to depth) for concrete pipe	1	cu yd	12.00	12.00
10	Excavation (to depth) for concrete pipe	1	cu yd	12.00	12.00
11	18" dia concrete pipe (12' length)	1	lin ft	200.00	200.00
12	Installation of 18" dia concrete pipe (including bedding)	1	lin ft	150.00	150.00
13	Backfill and bedding for concrete pipe	1	lin ft	100.00	100.00
14	Gravel bedding for concrete pipe	1	lin ft	50.00	50.00
15	Concrete bedding in place of concrete pipe	1	lin ft	50.00	50.00

BID TABULATION SUMMARY FOR FOUR CULVERTS REPLACEMENT PROJECT

(Page 2 of 4)

16	Reconstruction and repair of eroded portion of road surface and shoulder at low point approximately 70 feet north of culverts	1	LS	\$	\$ 1050 ⁰⁰
17	Other materials, tasks, or costs	1	LS	\$	\$
Gay Road site subtotal					\$ 44,518.85

COOK ROAD CULVERTS SITE

18	Mobilization, signage, traffic control, grassing, misc.	1	LS	\$	\$ 3250 ⁰⁰
19	Excavation, removal, and proper disposal of existing culverts, debris, and unsuitable material	1	LS	\$	\$ 1950 ⁰⁰
20	40 LF of 84" corrugated metal culvert pipe (aluminized 14-gage with 5"x1" corrugations)	2	EA	\$	\$ 15,179.52
21	Installation of twin 84" culverts including bedding (if reqd), placement, imported fill (if reqd), fill placement, compaction, and grading	1	LS	\$	\$ 17,129.33
22	Materials and installation of new roadway surface over disturbed area	1	LS	\$	\$ 2,250 ⁰⁰
23	Armoring of proposed fill at roadway foreslopes with riprap	1	LS	\$	\$ 3,510 ⁰⁰
24	Concrete grouting in place of foreslope riprap	1	LS	\$	\$ 5000 ⁰⁰
25	Other materials, tasks, or costs	1	LS	\$	\$ 2,600 ⁰⁰
Cook Road site subtotal					\$ 50,848.85

GREER ROAD CULVERTS SITE

26	Mobilization, signage, traffic control, grassing, misc.	1	LS	\$	\$ 3250 ⁰⁰
27	Excavation, removal, and proper disposal of existing culverts, debris, and unsuitable material	1	LS	\$	\$ 1950 ⁰⁰
28	40 LF of 84" corrugated metal culvert pipe (aluminized 14-gage with 5"x1" corrugations)	2	EA	\$	\$ 15,179.52
29	Installation of twin 84" culverts including bedding (if reqd), placement, imported fill (if reqd), fill placement, compaction, and grading	1	LS	\$	\$ 17,129.33

BID TABULATION SUMMARY FOR FOUR CULVERTS REPLACEMENT PROJECT

(Page 3 of 4)

30	Materials and installation of new roadway surface over disturbed area	1	LS	\$	\$ 2,250 ^L
31	Armoring of proposed fill at roadway foreslopes with riprap	1	LS	\$	\$ 3,510 ^L
32	Concrete grouting in place of foreslope riprap	1	LS	\$	\$ 5,000 ^L
33	Other materials, tasks, or costs	1	LS	\$	\$ 2,600 ^L
Greer Road site Subtotal					\$ 50,868.85
Total lump sum bid amount for all four sites					\$ 215,679.83

Total lump sum project cost for all four sites (written out):

Two Hundred Fifteen Thousand Six Hundred Seventy Nine Dollars + 83/100

Note 1 -- Jasper County reserves the right to modify the scope of the project to accommodate available funding and budget for this work.

**BID TABULATION SUMMARY FOR
FOUR CULVERTS REPLACEMENT PROJECT
(Page 1 of 4)**

Bidding Company:

D.E.P Hauling & Grading

ALDRIDGE ROAD CULVERTS SITE

Item	Description	Qty	Unit	Unit Price	Amount
1	Mobilization, signage, traffic control, grassing, misc.	1	LS	\$	\$ 2000.00
2	Excavation, removal, and proper disposal of existing culverts, debris, and unsuitable material	1	LS	\$	\$ 1750.00
3	60 LF of 84" corrugated metal culvert pipe (aluminized 14-gage with 5"x1" corrugations)	2	EA	\$	\$ 22879.28
4	Installation of twin 84" culverts including bedding (if reqd), placement, imported fill (if reqd), fill placement, compaction, and grading	1	LS	\$	\$ 25769.46
5	Materials and installation of new roadway surface over disturbed area	1	LS	\$	\$ 2100.00
6	Armoring of proposed fill at roadway foreslopes with riprap	1	LS	\$	\$ 3410.00
7	Concrete grouting in place of foreslope riprap	1	LS	\$	\$ 5200.00
8	Other materials, tasks, or costs	1	LS	\$	\$
Aldridge Road site subtotal					\$ 63108.74

GAY ROAD CULVERT SITE

9	Mobilization, signage, traffic control, grassing, misc.	1	LS	\$	\$ 2000.00
10	Excavation, removal, and proper disposal of existing culverts, debris, beaver dam, and unsuitable material	1	LS	\$	\$ 1750.00
11	40 LF of 84" corrugated metal culvert pipe (aluminized 14-gage with 5"x1" corrugations)	2	EA	\$	\$ 15379.52
12	Installation of twin 84" culverts including bedding (if reqd), placement, imported fill (if reqd), fill placement compaction, and grading	1	LS	\$	\$ 17369.54
13	Materials and installation of new roadway surface over disturbed area	1	LS	\$	\$ 2150.00
14	Armoring of proposed fill at roadway foreslopes with riprap	1	LS	\$	\$ 3200.69
15	Concrete grouting in place of foreslope riprap	1	LS	\$	\$ 4800.00

**BID TABULATION SUMMARY FOR
FOUR CULVERTS REPLACEMENT PROJECT**

(Page 2 of 4)

16	Reconstruction and repair of eroded portion of road surface and shoulder at low point approximately 70 feet north of culverts	1	LS	\$	\$ 950. ⁰⁰
17	Other materials, tasks, or costs	1	LS	\$	\$
Gay Road site subtotal					\$ 47599.75
COOK ROAD CULVERTS SITE					
18	Mobilization, signage, traffic control, grassing, misc.	1	LS	\$	\$ 2500. ⁰⁰
19	Excavation, removal, and proper disposal of existing culverts, debris, and unsuitable material	1	LS	\$	\$ 1750. ⁰⁰
20	40 LF of 84" corrugated metal culvert pipe (aluminized 14-gage with 5"x1" corrugations)	2	EA	\$	\$ 15379. ⁵²
21	Installation of twin 84" culverts including bedding (if reqd), placement, imported fill (if reqd), fill placement, compaction, and grading	1	LS	\$	\$ 17329. ³³
22	Materials and installation of new roadway surface over disturbed area	1	LS	\$	\$ 1950. ⁰⁰
23	Armoring of proposed fill at roadway foreslopes with riprap	1	LS	\$	\$ 3330. ⁴⁹
24	Concrete grouting in place of foreslope riprap	1	LS	\$	\$ 4700. ⁰⁰
25	Other materials, tasks, or costs	1	LS	\$	\$ 2474. ⁰⁰
Cook Road site subtotal					\$ 49413.34
GREER ROAD CULVERTS SITE					
26	Mobilization, signage, traffic control, grassing, misc.	1	LS	\$	\$ 2000. ⁰⁰
27	Excavation, removal, and proper disposal of existing culverts, debris, and unsuitable material	1	LS	\$	\$ 1800. ⁰⁰
28	40 LF of 60" corrugated metal culvert pipe (aluminized 14-gage with 5"x1" corrugations)	2	EA	\$	\$ 15379. ⁵²
29	Installation of twin 60" culverts including bedding (if reqd), placement, imported fill (if reqd), fill placement, compaction, and grading	1	LS	\$	\$ 17329. ⁵²

BID TABULATION SUMMARY FOR FOUR CULVERTS REPLACEMENT PROJECT

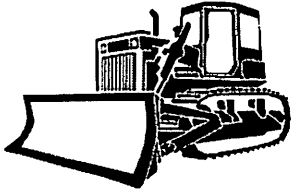
(Page 3 of 4)

30	Materials and installation of new roadway surface over disturbed area	1	LS	\$	\$ 1,950.57
31	Armoring of proposed fill at roadway foreslopes with riprap	1	LS	\$	\$ 3,100.00
32	Concrete grouting in place of foreslope riprap	1	LS	\$	\$ 5,200.00
33	Other materials, tasks, or costs	1	LS	\$	\$ 2,000.00
Greer Road site Subtotal					\$ 48,759.57
Total lump sum bid amount for all four sites					\$ 208,881.41

Total lump sum project cost for all four sites (written out):

two hundred & eight thousand eight hundred eight one dollars ⁴¹/₁₀₀

Note 1 -- Jasper County reserves the right to modify the scope of the project to accommodate available funding and budget for this work.



J Wyatt Clearing & Grading

22805 N Main Street
Shady Dale, Georgia 31085

07/19/2023

DATE

07192023

INVOICE NO.

Page 1 of 1

Invoice to	Location of delivery	Contact: MIKE BENTON
JASPER CO BOARD OF COMM 126 W Greene St, SUITE 18 Monticello, GA 31064	BID CULVERT REPLACEMENT: ALDRIDGE, GAY, COOK, GREER	Phone: _
		P O #
		Job #

Quantity	Description	Amount each	Total
1	REPLACE CULVERTS ON- ALDRIDGE, GAY, COOK, GREER ROADS PER PLANS & SPECS	\$ 288,000.00	\$ 288,000.00
1	25% DUE UPON ACCEPTANCE OF BID 50% AFTER COMPLETING THE FIRST TWO CULVERTS REMAINING AT COMPLETION OF JOB		\$ 0.00
1			\$ 0.00
1			\$ 0.00
	Tax	0%	
	TOTAL DUE		\$ 288,000.00

Thank you for your business – Payment is due upon receipt of this invoice, unless other contractual arrangements have been made in writing. Please remit TOTAL DUE amount upon receipt of this invoice. Mail payment to J Wyatt Grading at 22805, North Main Street, Shady Dale, Georgia 31085.

**BID TABULATION SUMMARY FOR
FOUR CULVERTS REPLACEMENT PROJECT
(Page 1 of 4)**

Bidding Company:

ALDRIDGE ROAD CULVERTS SITE

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
1	Mobilization, signage, traffic control, grassing, misc.	1	LS	\$	\$
2	Excavation, removal, and proper disposal of existing culverts, debris, and unsuitable material	1	LS	\$	\$
3	60 LF of 84" corrugated metal culvert pipe (aluminized 14-gage with 5"x1" corrugations)	2	EA	\$	\$
4	Installation of twin 84" culverts including bedding (if reqd), placement, imported fill (if reqd), fill placement, compaction, and grading	1	LS	\$	\$
5	Materials and installation of new roadway surface over disturbed area	1	LS	\$	\$
6	Armoring of proposed fill at roadway foreslopes with riprap	1	LS	\$	\$
7	Concrete grouting in place of foreslope riprap	1	LS	\$	\$
8	Other materials, tasks, or costs	1	LS	\$	\$
Aldridge Road site subtotal					\$

GAY ROAD CULVERT SITE

9	Mobilization, signage, traffic control, grassing, misc.	1	LS	\$	\$
10	Excavation, removal, and proper disposal of existing culverts, debris, beaver dam, and unsuitable material	1	LS	\$	\$
11	40 LF of 84" corrugated metal culvert pipe (aluminized 14-gage with 5"x1" corrugations)	2	EA	\$	\$
12	Installation of twin 84" culverts including bedding (if reqd), placement, imported fill (if reqd), fill placement, compaction, and grading	1	LS	\$	\$
13	Materials and installation of new roadway surface over disturbed area	1	LS	\$	\$
14	Armoring of proposed fill at roadway foreslopes with riprap	1	LS	\$	\$
15	Concrete grouting in place of foreslope riprap	1	LS	\$	\$

gwr

Anticipated Project Schedule

1. Advertisement posted – June 23, 2023
2. Pre-Bid meeting – N/A
3. Deadline for questions submittal – 5 pm Monday, July 17, 2023
4. Bid opening – Thursday, June 20, 2023, at 2 pm at the Jasper County Courthouse
5. Contractor Selection and Bid award – Anticipated two weeks following the bid opening at the next County Commission meeting following the bid opening.
6. Notice to Proceed – Anticipated in within 30 days of bid opening
7. Project completion – by December 2023

amw

BID TABULATION SUMMARY FOR FOUR CULVERTS REPLACEMENT PROJECT

(Page 2 of 4)

16	Reconstruction and repair of eroded portion of road surface and shoulder at low point approximately 70 feet north of culverts	1	LS	\$	\$
17	Other materials, tasks, or costs	1	LS	\$	\$
Gay Road site subtotal					\$
COOK ROAD CULVERTS SITE					
18	Mobilization, signage, traffic control, grassing, misc.	1	LS	\$	\$
19	Excavation, removal, and proper disposal of existing culverts, debris, and unsuitable material	1	LS	\$	\$
20	40 LF of 84" corrugated metal culvert pipe (aluminized 14-gage with 5"x1" corrugations)	2	EA	\$	\$
21	Installation of twin 84" culverts including bedding (if reqd), placement, imported fill (if reqd), fill placement, compaction, and grading	1	LS	\$	\$
22	Materials and installation of new roadway surface over disturbed area	1	LS	\$	\$
23	Armoring of proposed fill at roadway foreslopes with riprap	1	LS	\$	\$
24	Concrete grouting in place of foreslope riprap	1	LS	\$	\$
25	Other materials, tasks, or costs	1	LS	\$	\$
Cook Road site subtotal					\$
GREER ROAD CULVERTS SITE					
26	Mobilization, signage, traffic control, grassing, misc.	1	LS	\$	\$
27	Excavation, removal, and proper disposal of existing culverts, debris, and unsuitable material	1	LS	\$	\$
28	40 LF of 84" corrugated metal culvert pipe (aluminized 14-gage with 5"x1" corrugations)	2	EA	\$	\$
29	Installation of twin 84" culverts including bedding (if reqd), placement, imported fill (if reqd), fill placement, compaction, and grading	1	LS	\$	\$

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**BID TABULATION SUMMARY FOR
FOUR CULVERTS REPLACEMENT PROJECT**

(Page 3 of 4)

30	Materials and installation of new roadway surface over disturbed area	1	LS	\$	\$
31	Armoring of proposed fill at roadway foreslopes with riprap	1	LS	\$	\$
32	Concrete grouting in place of foreslope riprap	1	LS	\$	\$
33	Other materials, tasks, or costs	1	LS	\$	\$
Greer Road site Subtotal					\$
Total lump sum bid amount for all four sites					\$

Total lump sum project cost for all four sites (written out):

Two hundred eighty-eight thousand one⁰⁰/100

Note 1 -- Jasper County reserves the right to modify the scope of the project to accommodate available funding and budget for this work.

Jasper County

Four Sites Culvert Repair 2023

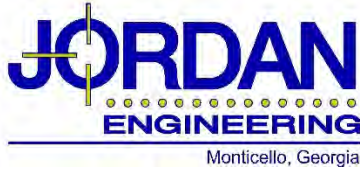
Bid Summary

Bid Opening at 2pm on 7/20/23 at Jasper Co Courthouse

<u>Bidding Company</u>	<u>Total Bid</u>
1 <i>Barkesdale Contracting</i>	\$ <i>847,950.00</i>
2 <i>Burrows</i>	\$ <i>215,679.83</i>
3 <i>D.E.P. Hauling + Grading</i>	\$ <i>208,881.41</i>
4 <i>Justin Wyatt</i>	\$ <i>288,000.00</i>
5	\$
6	\$

Bids opened by: *Robert O. Jordan*
Robert O. Jordan

Summary recorded by: *Miky Benton*



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

August 3, 2023

Re: Four Culverts Replacement Project contractor recommendation

Dear Mr. Benton:

I have reviewed four bids received on July 20th for the Four Culverts Replacement Project. The lowest bid for the work was submitted by DEP Hauling and Grading (DEP) in the amount of \$208,881.41. Three bids received from other contractors ranged from \$215,679 to \$847,950. There were minor omissions and/or deficiencies in three of the four bids submitted; however, I judged those to be "technicalities, formalities, or minor irregularities" which the County reserves the right to waive as described in Section 6.3 of the Invitation to Bid.

Deficiencies in the DEP bid submittal included a typo in one of the site subtotal amounts, omission of the numerical lump sum total cost number (written out lump sum was provided), a failure to acknowledge the receipt of Addendum 2, a failure to provide example projects or professional references, and the absence of a notary public certification. Upon my request, all of the above-listed deficiencies except the notary public stamp have been satisfied or corrected through updated submittals made by DEP. I am now in receipt of photo documentation of numerous other similar projects completed by DEP and I have contacted two professional references, one general contractor and one engineer, and have received positive feedback from both regarding DEP's capabilities.

Based on their status as low bidder and the other information I summarized above, I recommend that the Jasper County Commission contract with DEP Hauling and Grading to complete the Four Culverts Repair Project for a total contract amount of \$208,881.41. I have attached the updated DEP bid tabulation with typos and omissions corrected for your review. If you need any other supporting information, please let me know.

Sincerely,
Jordan Engineering, Inc.

A handwritten signature in blue ink, appearing to read "Robert O. Jordan", is written over a light blue horizontal line.

Robert O. Jordan, PE RLS

Business Item 10:

Agenda Request – Jasper County BOC

Department: Board of Commissioners

Date: August 7, 2023

Subject: Schedule Work Sessions and Called Meetings as Needed

Summary:

Schedule Work Sessions and Called Meetings as Needed

Background:

Cost:

Recommended Motion:

Board Discretion