

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

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

September 11, 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 1

IV. Approval of Agenda

V. Consent Agenda –

1. Approval of Minutes:

- July 10, 2023 - Regular Meeting Minutes - Amended
- May 19, 2023 – Called Meeting Minutes
- June 2, 2023 – Work Session Minutes
- June 16, 2023 - Called Meeting Minutes
- July 28, 2023 – Called Meeting Minutes
- August 7, 2023 – Regular Meeting Minutes

2. Check Register – Check #'s **68426 - 68686**

VI. Public Hearings 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.

1. Request for a Special Use Permit, SU23-001, to operate a kennel at 18989 Hwy 83 N, Monticello GA 31064. This request includes a Public Hearing by both the Planning Commission and the Board of Commissioners.

Business Item 1: SU23-001 - Special Use Permit – To Operate a Kennel

2. Ordinance Amendment to Part II, Code of Ordinances which include: Chapter 105 - DEVELOPMENT STANDARDS AND REGULATIONS: Sec. 105-28 General Definitions, Sec. 105-159 Subdivision Design Standards, and Sec. 105-161 Residential Subdivision Design. This amendment is to clean up language for divisions of land of 4 or more lots that have road frontage on existing roads and meet the

minimum lot size for the applicable zoning district. This request includes a Public Hearing by both the Planning Commission and the Board of Commissioners.

Business Item 2: Ordinance Amendment - Division of Land Language Text

VII. Presentations/Delegations

(10) minutes on specific topics or for recognition of citizens, county employees or other events by the Commissioners.

VIII. Citizens Comments

The Citizens Comments section of the Agenda allows citizens who sign up to address the Commission for not more than three (3) minutes on specific topics. The County Attorney will keep time. Please be courteous of the 3-minute time limit. Comments noted from citizens via the Jasper County FB Page.

IX. County Commissioner Items & Updates

X. Regular Agenda

Business Items Continued:

3. Millen Road – Division of Land
4. Alcovy Shores Water and Sewer Authority Board Appointment
5. Bid Results – Grinding Tree Material Stockpile from Tornado Disaster
6. “Request for Contract” Senior Center Vaccine Initiative
7. Senior Center – Kitchen Aide/Janitorial Part-Time Position
8. Interim Emergency Management Agency Director Recommendation to GEMA
9. Emergency Management Agency – Establish Part Time Director Salary
10. Human Resources and County Boards Report
11. FY2023 Audit Engagement – McNair, McLemore, Middlebrooks & Co., LLC
12. 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)

TO BE HELD

XIV. Adjournment

Consent Agenda – Item 1:

Agenda Request – Jasper County BOC

Department: Board of Commissioners

Date: September 11, 2023

Subject: Approval of Minutes

Summary:

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

- July 10, 2023 - Regular Meeting Minutes - Amended
- May 19, 2023 – Called Meeting Minutes
- June 2, 2023 – Work Session Minutes
- June 16, 2023 - Called Meeting Minutes
- July 28, 2023 – Called Meeting Minutes
- August 7, 2023 – Regular Meeting Minutes

Background:

Cost: \$0

Recommended Motion:

Approve minutes for:

- July 10, 2023 - Regular Meeting Minutes - Amended
- May 19, 2023 – Called Meeting Minutes
- June 2, 2023 – Work Session Minutes
- June 16, 2023 - Called Meeting Minutes
- July 28, 2023 – Called Meeting Minutes
- August 7, 2023 – Regular Meeting Minutes

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 Adgateville 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.

Commissioner 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 that a moratorium effective July 10, 2023 for four (4) months be enacted to not allow any new Short-Term Vacation Rentals operated within Jasper County; Chairman Jernigan seconded; 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 Meeting Minutes July 10, 2023 – Regular Meeting

Jasper County Board of Commissioners
May 19, 2023
Called Meeting Minutes
9:00 A.M.

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

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

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

Pledge of Allegiance:

Invocation: Commissioner Steven Ledford, District 5.

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

Consent Agenda:

None

Public Hearings: None

Presentations/Delegations:

None

Citizens Comments: None

County Commissioner's Items

None at this time

Business Items:

Item 1: Discuss Culvert Replacements and Gravel Repair for Contractor Bidding:

Public Works Director, Michael Walsh noted due to flood damage Aldridge Road, Gay Road, Cook Road, and Greer Road need culvert replacements and rebuilding of roads with gravel. He suggests going with the next size up pipe on Greer Road. Mr. Walsh suggests that this be contracted out.

Chairman Jernigan asked about culverts on Lane Road. Mr. Walsh noted they were clogged up and they cleaned them out, so they are in good shape.

Commissioner Henry made motion to put the 4 culverts out to bid on Aldridge Road, Gay Road, Cook Road, and Greer Road; Commissioner Ledford seconded; passed unanimously.

Item 2: Discuss Repaving Miss Sarah Rd for Contractor Bidding:

Mr. Benton noted staff is requesting to develop and publish a bid for commercial FDR paving of 600' of Miss Sarah Drive. The 600' section of Miss Sarah Drive begins at the intersection of SR 212 West and travels 600' toward Blue Heron Drive.

Mr. Benton noted the road is 11-foot wide.

Commissioner Henry noted that at one point we had discussed closing part of the road; is that still an option.

Mr. Benton noted after conferring with Michael Walsh, Finch, and Robert Jordan, Engineer; we would agreed that by abandoning the road with no turn around; we would create a public hazard.

Commissioner Stunkel suggested once paving and patching are done; we install speed bumps to eliminate the speed issue.

Chairman Jernigan questioned if we are going to follow the Speed Bump Policy.

Commissioner Stunkel suggested from a public safety standpoint we should make it part of the project.

Mr. Benton noted we do have a policy and he thinks what Commissioner Stunkel is asking is compatible.

Chairman Jernigan questioned if they will be put in the bid.

Mr. Benton noted we actually have some in stock and could save a little money installing them ourselves.

Commissioner Stunkel made motion to instruct staff to get bids for this project; Jernigan seconded; Stunkel, Jernigan vote yes. Henry and Ledford vote no; Jones abstained. Tie vote.

Commissioner Ledford noted he would like to make it a one-way street at the entrance of Hwy 212 to Blue Heron.

Commissioner Stunkel made motion to go out for bid and make it a one-way from Hwy 21 to Blue Heron, Ledford seconded; passed 4 to 1; Jones abstained.

County Attorney Items: None

County Manager Update: None

Executive Session:

None

Adjourn: Commissioner Ledford motioned to adjourn the meeting at 9:19 a.m. Commissioner Jones seconded the motion, passed unanimously.

After the Budget Work Session:

Commissioner Henry Motioned to go back into the called meeting at 12:19 p.m. Commissioner Ledford seconded the motion, passed unanimously.

Fire Rescue Presentation for the need for three cardiac monitors:

Chief Finch stated that the state came out with a new provision that the cardiac monitors must be able to transmit. The current monitors transmit but are on an older platform to is becoming obsolete. He is requesting to

purchase three new monitors with an approximate cost of \$100K with the possibility of up to two of the monitors being demo models and a lessor cost.

Commissioner Ledford motion to approve the purchase of three new heart monitors for \$101,000 with funds coming from ARPA Funds. Commissioner Henry seconded the motion, passed unanimously.

Commissioner Henry motioned to adjourn the called meeting. Commissioner Ledford seconded the motion, passed unanimously.

Don Jernigan, Chairman

Sharon Robinson, Clerk

Jasper County Board of Commissioners
June 2, 2023
Work Session Minutes
9:00 A.M.

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

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

Work Session:

1. FY 2024 Budget:

Mr. Benton stated that during the last work session staff was ask to take a look at possible payroll increases. He gave the totals for several different scenarios for payroll increases.

Commissioner Jernigan stated that he likes the idea of giving a set amount to each department disburse the funds based on a merit system. He stated he likes the 5%.

Commissioner Henry stated that he thinks the initial increase of 4% would be a good start. Then we could focus on getting the merit system in place.

Commissioner Stunkel stated that we need to see if we can make an adjustment to the millage rate. He suggested that we come up with a COLA and then take our time implementing merit based increases next year.

The board decided on a 3% COLA with a 3% Merit based on evaluation. The continued to discuss ways to reward employees for longevity and merit increases.

The Work Session was adjourned at 11:30 a.m.

Don Jernigan, Chairman

Sharon S. Robinson, Clerk

Jasper County Board of Commissioners
June 16, 2023
Called Meeting Minutes
9:00 A.M.

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

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

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

Consent Agenda: None

Public Hearings: None

Presentations/Delegations- None

Citizens Comments:

Mark Ware: Mr. Ware suggested that the board consider retracting the mileage rate. He stated that we have a lack of fire protection. Take the little bit of money and put it towards good. Put it towards equipment or retaining employees.

Gail Harrell: Ms. Harrell stated that she is asking that the one full time position for communications officers be placed back in the budget.

County Commissioner's Items:

Commissioner Ledford- None

Commissioner Stunkel- None

Commissioner Jernigan- None

Commissioner Jones- None

Commissioner Henry- None

Business Items:

Item 1: FY 2024 General Fund Revenue and Expenditures Budget Discussion:

Mr. Benton stated that there have been some updates to the budget. The funds for the 3% merit will be added to the budget as a payroll contingency line item.

Larissa Ruark stated that the IRMA policy increased by 25%. She believes that this is due to the increase in our fleet.

Mike Benton stated that once we add in the corrections and then merit increase our budget comes to \$13,753,830. With the advertised rollback of 10.364 that leaves us with a balance of \$377,133. With the rollback of 11.114 we would have \$155,859 remaining.

Executive Session:

Commissioner Stunkel motioned to go into Executive Session at 9:20 a.m. Commissioner Henry seconded the motion, passed unanimously.

Commissioner Stunkel motioned to exit Executive Session at 10:16 a.m. Commissioner Jones seconded the motion, passed unanimously.

Item 2: Adopt/Approve Jasper County Wide M&O Millage Rate for 2023 Tax Billing:

Commissioner Henry motioned to advertise 10.864. Commissioner Stunkel seconded the motion, passed unanimously.

Item 3: Adopt/Approve FY 2024 General Fund Expenditures Budget:

Commissioner Stunkel motioned that based on the executive session this item should be tabled until the July Meeting. Commissioner Jones seconded the motion, passed unanimously.

Item 4: Adopt Jasper Memorial Hospital Millage Rate for 2023 Tax Billing:

Commissioner Henry motioned to adopt Resolution #2023.06.16B authorizing the Jasper County Tax Commissioner to levy Hospital Millage Rate of .620 for the 2023 Tax Billing. Commissioner Stunkel seconded the motion, passed unanimously.

Item 5: Adopt Fire Protection Special District Fee for 2023 Tax Billing:

The Jasper County BOC collects a Fire Protection Special District Fee on behalf of the Jasper County Water and Sewer Authority for all parcels located within the Fire Protection Special District being served fire protection by fire hydrants owned by the Jasper County Water and Sewer Authority. An annual payment made by the Jasper County BOC to the Jasper County Water and Sewer Authority pursuant to an MOU is funded by this fire protection special district fee.

Commissioner Henry motioned to approve the Fire Protection Special District Fee of \$28.63 for the 2023 Tax Billing for all parcels located within the Fire Protection Special District. Commissioner Stunkel seconded the motion, passed unanimously.

Item 6: Adopt Solid Waste Curbside Fee for 2023 Tax Billing:

Current Contract Fee \$15.42 per cart per month – Annual Fee - \$185.04

Three Year Contract Effective July 1, 2022.

CPI Rate Adjustment effective 7-1-2023 – 5.4%

New Cost \$185.04 + \$9.96 = \$195.00

\$20,000 - BOC Employee Admin Cost Allocated to the Curbside Fund for Customer Service Support.

Total Cart Units Currently Billed by Waste Management – 5462

\$20,000.00 distributed over 5462 = \$3.66 Admin Cost per Cart

Amended Contract Annual Cost with 5.4% CPI increase	\$195.00
BOC Employee Admin Allocated Cost	<u>\$ 3.66</u>
Total Annual Cost per Cart to County	\$199.32

Commissioner Henry motioned to increase the Solid waste Curbside Fee for 2023 Tax Billing to \$195.00. Commissioner Ledford seconded the motion, passed unanimously.

County Attorney Items: None

County Manager Update:

Mr. Benton gave an update on the debris removal process and progress.

Adjourn:

Commissioner Stunkel motioned to adjourn the meeting at 11:48 a.m. Commissioner Jones seconded the motion, passed unanimously.

Don Jernigan, Chairman

Sharon Robinson, Clerk

Jasper County Board of Commissioners
July 28, 2023
Called Meeting Minutes
9:00 A.M.

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

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

Staff: Mike Benton, County Manager, Sharon Robinson, Administrative Services Director, Larissa Ruark, Chief Accounting Officer.

Pledge of Allegiance:

Invocation: Sheriff Donnie Pope

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:

None

Business Items:

Item 1: FY 2024 Capital Expenditures:

- **Animal Control-** Kristy Tribble stated that Animal Control is asking for a 2023 Ford F150xl 4x4 Super cab with and 8ft bed. This would not be a replacement. If approved they would need to add a dog box.

Commissioner Henry motioned that we approve the purchase of the 2023 Ford F150 truck with the 8ft bed for \$49,095 and the aluminum dog box for \$1155 to be funded with Impact fees. Commissioner Ledford seconded the motion, passed unanimously.

- **Planning & Zoning-** Ms. Johnson stated that P&Z is requesting to replace the Building inspector truck. She gave the reasons for needing the new truck compared to the value of the truck.

Commissioner Henry ask if we are all sticking to one color for all new vehicles.

Doug Attaway (Building Inspector) spoke about the ground clearance needed for the new vehicle.

Commissioner Jones motioned to approve the purchase of the truck for the Building Inspector in the amount of \$45,000 to be funded by ARPA funds. Commissioner Ledford seconded the motion, passed unanimously.

- **Public Works**- Mr. Walsh discussed his capital needs for the Public Works Department. They are requesting:
 - **2023 F150 Regular Cab .5 ton Pick-up truck**- Commissioner Ledford motioned to approve the purchase of the a '23 F150 for the Public Works department for 38,475 with funding coming from Impact Fees. Commissioner Jones seconded the motion, passed unanimously.
 - **8ft Grader Box Blade Dirt Dog**- Commissioner Henry motioned to approve the purchase of a Dirt Dog for \$2950 to be funded with Impact Fees. Commissioner Ledford seconded the motion, passed unanimously.
 - **Caterpillar Motor Grader**- Commissioner Henry motioned to approve the purchase of a Motor grader and asking for a demo to be funded by SPLOST. Commissioner Ledford seconded the motion, passed unanimously.
 - **CAT D5 Dozer (used)**- Commissioner Ledford motioned to approve the purchase of a CAT D5 Dozer not to exceed \$150,000 with funding coming from SPLOST. Commissioner Jones seconded the motion, passed unanimously.
- **Sheriff**- Sheriff Pope discussed their capital needs. He stated that there is a long wait for vehicles for their department as well. He stated that Dodge Chargers will start to be electric vehicles. There are 4 available right now. He is asking for 4 Fully Equipped Patrol Units at \$68,250 each.

Commissioner Jones motioned to approve the purchase of 4 fully equipped patrol units at \$68,250 for a total of \$273,000 to be funded with ARPA funds. Commissioner Ledford seconded the motion, passed unanimously.

- **Tax Commissioner**- Ms. Walsh discussed the Tax Commissioner need for new property tax software. Commissioner Jones motioned to approve the purchase of GA TCS Software license and installation for \$30,000 to be funded by ARPA funds. Commissioner Ledford seconded the motion, passed unanimously.
- **Finance**- Ms. Ruark discussed the need for the Finance Department to purchase new software to reduce their manual processes and improve efficiency.

Commissioner Henry motioned to approve the purchase of the Edmunds Gov Tech Finance Super Suite for \$31,120 to be funded by impact fees for admin and ARPA funds. Commissioner Ledford seconded the motion, passed unanimously.

- **Government Buildings**- Mr. Benton stated that the phone system is very old. There will be little to no downtime for the switch.

Commissioner Ledford motioned to approve the purchase of VoIP Network Infrastructure Upgrades to be funded by ARPA. Commissioner Jones seconded the motion, passed unanimously.

County Attorney Items:

None

County Manager Update:

None

Executive Session: Commissioner Ledford motioned to enter Executive Session for personnel and land acquisition at 10:18 a.m. Commissioner Jones seconded the motion, passed unanimously.

Commissioner Henry motioned to exit Executive Session at 11:55 a.m. Commissioner Ledford seconded the motion, passed unanimously.

Adjourn: Commissioner Henry motioned to adjourn the meeting at 11:55 a.m. Commissioner Ledford seconded the motion, passed unanimously.

Don Jernigan, Chairman

Sharon Robinson, Clerk

Jasper County Board of Commissioners
August 7, 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.

Pledge of Allegiance:

Invocation: Commissioner Steven Ledford, District 5

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

Consent Agenda:

Commissioner Jones motioned to approve the following minutes as presented:

- 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

Commissioner Ledford seconded the motion, passed unanimously.

Commissioner Ledford motioned to approve Check #s **68242-68425**. Commissioner Jones seconded the motion, passed 4-0.

Public Hearings:

None

Presentations/Delegations:

None

Citizens Comments:

- **Mark Logan (Mallard Drive)-** Mr. Logan ask about police presence on Jackson Lake. He asks why is there so little and who is responsible.
- **Mary Patrick (Monticello)-** Ms. Patrick stated that citizens should have a say in the fitness court. She feels would be a waste of taxpayer money. She also spoke in opposition to the Senior Center Vaccine.

County Commissioner's Items:

Commissioner Ledford- Commissioner Ledford ask if we could require developers to build amenities in the areas where green space is required.

Commissioner Jernigan- None

Commissioner Jones- None

Commissioner Henry- Commissioner Henry ask if there is way the board could increase impact fees for the developers in new subdivisions where kiosk is required.

Business Items:

Item 1: Mobile Home Decal Resolution:

Lynn Bentley, Chief Appraiser noted 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. 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. Ms. Bentley requested that the Board of Commissioners accept the provided resolution.

Commissioner Henry motioned to not approve Resolution 0223.08.07, Mobile Home Decal Resolution. Commissioner Ledford seconded the motion for discussion. Motion failed 1(Henry)-3 (Ledford, Jernigan, Jones)

Commissioner Ledford motioned to approve Resolution 0223.08.07, Mobile Home Decal Resolution. Commissioner Jones seconded the motion, passed 3-1 (Commissioner Henry Opposed).

Item 2: 2009 Ford E-350 Van Bids- Senior Center:

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

Commissioner Jones motioned to accept the bid from Mr. Washington in the amount of \$2,500 for the 2009 Ford E-350 Van, VIN # 4857. Commissioner Henry seconded the motion, passed unanimously.

Item 3: Senior Center Vaccine Initiative Grant:

The Jasper County Senior Center is requesting permission to proceed with a 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. The County will receive a\$10,000 grant This project requires that we assist 100 seniors or individuals with receiving a COVID or Flu Vaccine by April of 2024.

Commissioner Henry asked if Seniors had to get vaccinated 3 years ago to return to the Senior Center.

Ms. Jacobs reminded Commissioner Henry that she was not an employee at that time and therefore could not answer his question. She explained that this is an initiative to get the word out to people in the community about the COVID and Flu vaccines. The initiative is not just for the participants of the Senior Center.

Commissioner Jernigan motioned to table the item until a later date after we have an answer of whether we would have to return the funds if the goal of 100 people is not met. Commissioner Jones seconded the motion, passed 3-1 (Commissioner Henry opposed).

Item 4: 2023 ACCG Legislative Leadership Conference Business Session Delegate: 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.

Commissioner Ledford motioned to appoint Commissioner Bruce Henry as the Jasper County Delegate to the 2023 ACCG Legislative Leadership Conference on October 11, 2023. Commissioner Jones seconded the motion, passed unanimously.

Item 5: FY 2023- 2024 Joint Use Agreement- Jasper County Board of Education and Jasper County Board of Commissioners:

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

Commissioner Henry motioned to authorize Chairman to sign the 2023-2024 Joint Use Agreement between Jasper County Board of Education and Jasper County Board of Commissioners as long as the BOE is okay with the suggested changes. Commissioner Ledford seconded the motion, passed unanimously.

Item 6: National Fitness Campaign- Community Wellness Program- Fitness Court:

Commissioner Henry stated that this opportunity was brought to him. He stated that the project is eligible for a CDBG grant. This could possibly be placed behind the Senior Center.

Commissioner Jernigan stated that one of the requirements is that the pad be in a highly visible area. It would not meet those requirements being placed behind the Senior Center.

Item 7: Release & Settlement Agreement- Henderson Mill Road Culvert Washout:

Resource Environmental Solutions, LLC is proposing to perform repairs to the failed culvert area on Henderson Mill Rd at RES's expense. The culvert is partly on private property and partly on County Right-of-way.

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.

Mr. Benton stated that the county will have the primary responsibility of hauling the debris to the landfill. They estimate the county will haul a maximum of eight dump truck loads. If there are more than eight loads of debris the county will haul the loads with no tipping fee.

Commissioner Henry motioned to 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 for the culvert washout area on Henderson Mill Road as presented. Commissioner Ledford seconded the motion, passed unanimously.

Item 8: Additional Funding Request for Public Works to purchase a 2023 Ford 250 Diesel Truck:

Michael Walsh stated that he has had a truck on order for about a year. He was able to locate a truck on the lot at Aikenton Ford. The truck is \$4,770 more than originally approved for the truck that is on order. He is requesting the additional funds in order to purchase the truck that is on the lot.

Commissioner Ledford motioned to approve the additional \$4,770 to purchase the truck for Public Works from the American Rescue Plan Funds. Commissioner Henry seconded the motion, passed unanimously.

Item 9: Four Culverts Replacement Project- Bid Results:

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

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

Robert Jordan stated that he did research and finds D.E.P. to be a reputable company and recommends awarding them since they are the lowest bid.

Commissioner Ledford motioned to award the low bid of \$208, 881.41 from D.E.P Hauling and Grading for the Four Culverts Replacement Project to be funded by SPLOST. Commissioner Henry seconded the motion, passed unanimously.

Item 10: Schedule Work Sessions and Called Meetings as Needed: Discussion Only

County Attorney Items: None

County Manager Update: Mr. Benton gave the monthly permit updates. He stated that the invitation to bid for the Food Bank project went out. The pre-bid will be held onsite. Construction is on schedule for the Sheriff's Office and Jail project. The Highway 380 project is on schedule as well. The road is scheduled to open by the end of September.

Executive Session: None

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

Don Jernigan, Chairman

Sharon Robinson, Clerk

Jasper County Board of Commissioners Meeting Minutes August 7, 2023 – Regular Meeting

Consent Agenda – Item 2:

Agenda Request – Jasper County BOC

Department: Board of Commissioners

Date: September 11, 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 **68426 – 68686**

OPEN PUBLIC HEARING 1:

Public Hearing 1 – Jasper County BOC

Department: Planning and Zoning

Date: September 11, 2023

Subject: Request for a Special Use Permit, SU23-001, to operate a kennel at 18989 Hwy 83 N, Monticello GA 31064.

Summary: The request is to operate a dog kennel in an accessory structure on the property located at 18989 Hwy 83 N., Monticello GA 31064, Tax Map # 023 003D004. The property is 9.94 acres in size and is zoned AG (Agricultural).

Background: The Planning Commission held a public hearing for the request on 08/31/2023.

The Planning Commission recommended approval of the request with recommended conditions in staff report (shown below) and an added condition for the applicant to provide a letter from the nearest neighbor (eastern property line) and to do their best to make contact with neighbor to the west and northwest to obtain a letter of approval from them. (5-0)

Recommended Conditions as motioned by the Planning & Zoning Board:

1. Limit the number of kennels to 15.
2. All dogs shall be housed inside the accessory building where the kennels (at the time of approval) are located.
3. Obtain a Jasper County Business License and renew annually.
4. Proof of a State of Georgia Department of Agriculture Kennel License upon annual renewal of business license.
5. Then approval of a Special Use Permit for a Kennel, SU23-001, is non-transferable and is valid only for the applicant and his family. Should the property be sold in the future, any new owner would have to re-apply for a Special Use Permit if desiring to operate a kennel on the property.

Cost: Required legal advertisement only

CLOSE PUBLIC HEARING:

JASPER COUNTY
BOARD OF COMMISSIONERS

SPECIAL USE PERMIT

CASE NUMBER	SU23-001
PROPOSED USE	Kennel
EXISTING ZONING	AG (Agricultural)
LOCATION	18989 Hwy 83 N (West Side) 500 +- Feet of Frontage
PARCEL SIZE	9.94 +- Acres
TAX PARCEL	023 003D004
COMMISSIONER DISTRICT	2 (Two)
OWNER	Estate of Euel Mize (Allison Booth, EOE)
PETITIONER	Darrell Booth
REPRESENTATIVE	Darrell Booth

APPLICANT'S INTENT	To allow for a kennel on the property.
--------------------	--

On 08/31/2023 the Planning Commission recommended approval of the request with recommended conditions in the staff report (found on page 4 within the report) and an added condition for the applicant to provide a letter from the nearest neighbor (eastern property line) and to do their best to make contact with neighbor to the west and northwest to obtain a letter of approval from them to bring to the Board of Commissioner's meeting. (5-0)

SUBJECT SITE AND SURROUNDING AREA:

SUBJECT SITE: The subject site is a 9.94-acre tract developed with a single-family residence, accessory structures and an existing outbuilding which is proposed to house the use.

NEARBY AND ADJACENT PROPERTIES/ZONINGS:

North – Use: Agricultural open land
Zone: AG (Agricultural)

East– Use: Agricultural open land
Zone: AG (Agricultural)

South – Use: Agricultural, scattered single-family residential
Zone: AG (Agricultural)

West – Use: Agricultural, scattered single-family residential
Zone: AG (Agricultural)

STANDARDS OF REVIEW. The following standards are to be used when determining the approval or denial of the petition:

- (1) Is the proposed use suitable in view of the use and development of adjacent and nearby property?
- (2) Does the proposed use adversely affect the existing use or usability of adjacent or nearby property?
- (3) Will the proposed use likely cause an excessive or burdensome use of existing streets, transportation facilities, utilities or other public facilities?
- (4) Is the subject site itself suitable for the proposed use in terms of area, topography, natural conditions, or existing land uses on the site?
- (5) Is the proposed use suitable in terms of the natural environment on the site and on adjacent and nearby property?
- (6) Are there other existing or changing conditions which, because of their impact on the public health, safety, morality and general welfare of the community, give supporting grounds for either approval or disapproval of the proposed use?
- (7) The proposed use may be approved subject to such conditions as may be imposed in order to mitigate impacts which may be expected without the imposition of conditions, and may be regulated in the same manner as provided in section 119-445.

SITE PLAN ANALYSIS:

The applicant has not provided a site plan; however, have indicated they would be using an existing building that can be seen on an aerial map of the property.

Staff offers the following considerations:

1. Proof that the applicant is in compliance with the Georgia Department of Agriculture for the state kennel license. If the Special Use Permit is approved, the applicant will provide a copy of the state kennel license yearly upon renewal of the business license.
2. Due to potential noise from dogs (barking), there may be a need to limit the number that can be taken outside the building at one time. There may also be a need to limit the number that can be placed outside for restroom breaks to control noise.
3. Staff has offered some recommended conditions should the request be approved. As always, the Planning Commission and the Board of Commissioners can accept the recommended conditions, add conditions, amend conditions or approve without conditions.

STAFF COMMENTS:

Sec. 119-269. - Table of permitted uses as shown below:

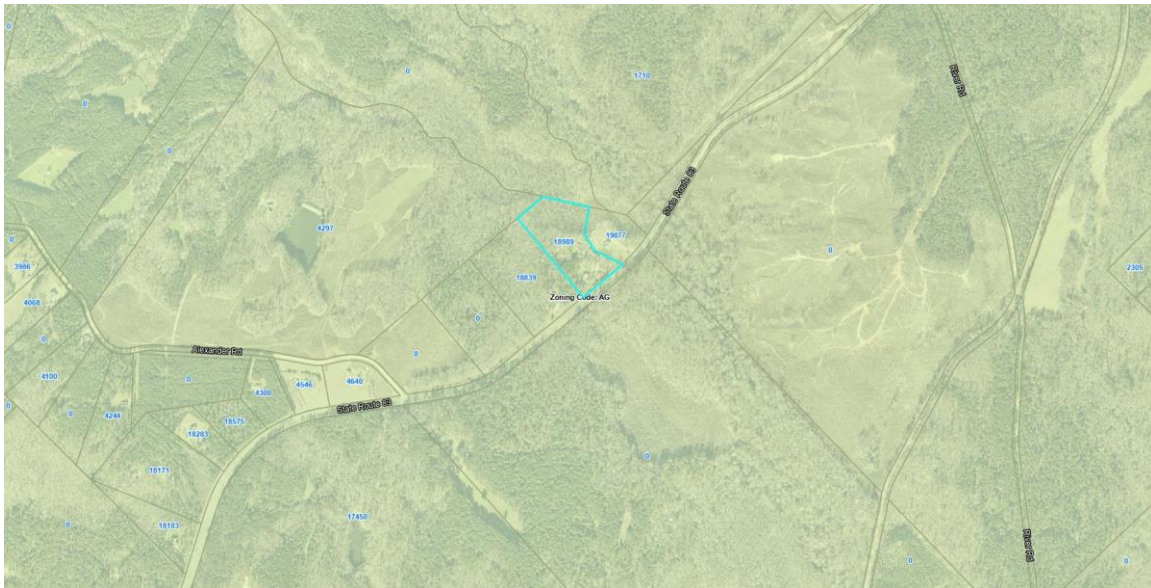
Use	AG	R-R	RES	O-I	C-1	C-2	M
Kennel	S					S	

RECOMMENDED CONDITIONS

If this petition is approved by the Board of Commissioners, it should be approved for a Special Use Permit for a Kennel (dog) CONDITIONAL subject to the owner's agreement to the following enumerated conditions. Where these conditions conflict with the stipulations and offerings contained in the Letter of Intent, these conditions shall supersede unless specifically stipulated by the Board of Commissioners.

1. Limit the number of kennels to **15**.
2. All dogs shall be housed inside the accessory building where the kennels (at the time of approval) are located.
3. Obtain a Jasper County Business License and renew annually.
4. Proof of a State of Georgia Department of Agriculture Kennel License upon annual renewal of business license.
5. The approval of a Special Use Permit for a Kennel, SU23-001, is non-transferable and is valid only for the applicant and his family. Should the property be sold in the future, any new owner would have to re-apply for a Special Use Permit if desiring to operate a kennel on the property.

ZONING MAP

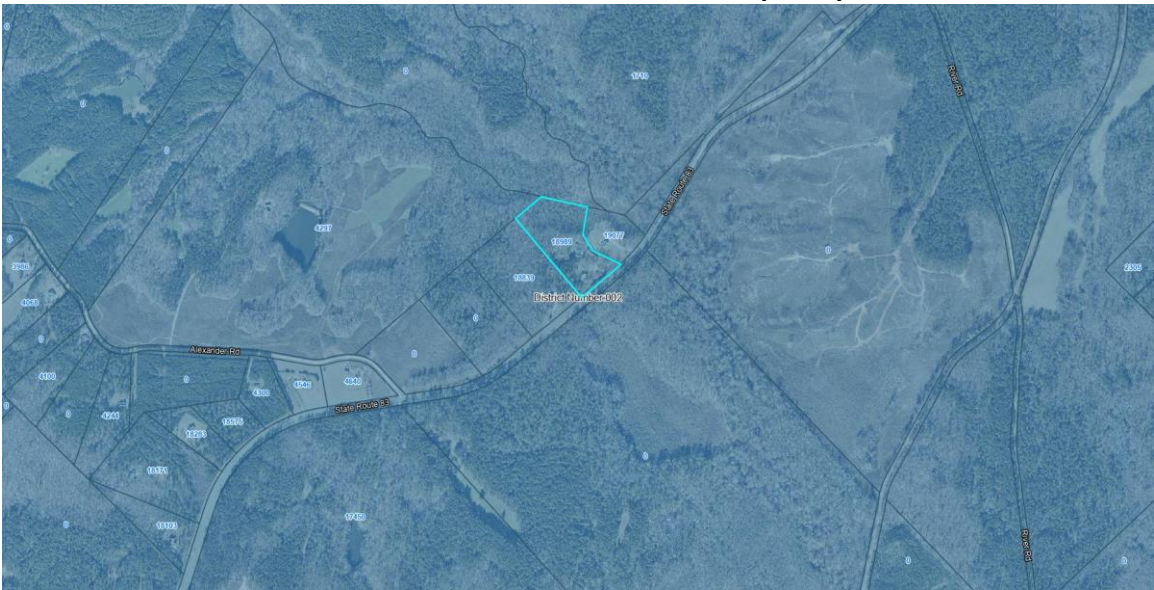


Key Code:
Light Green – Agricultural

AERIAL MAP



COMMISSIONER DISTRICT 2 (Two)



2023 Google Aerial Map showing structure proposed for use



APPLICANT'S INFORMATION

**SPECIAL USE PERMIT APPLICATION
JASPER COUNTY ZONING ORDINANCE**

DATE RECEIVED July 19 2023 SU 01
LOCATION OF TRACK 18989 Hwy 83 N. TAX MAP 023003D004
ACRES 9.94 CURRENT ZONING Ag

WHY A SPECIAL USE PERMIT IS NEEDED:
Request to establish and operate a Kennel

APPLICANT Darrell Booth OWNER Darrell Booth
ADDRESS 18989 Hwy 83 N. ADDRESS Monticello, GA 31064
PHONE [REDACTED] PHONE [REDACTED]
EMAIL [REDACTED] EMAIL [REDACTED]

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

1. A PLAT OF PROPERTY SHOWING ITS LOCATION, AREA, EXISTING STRUCTURES, AND CURRENT ZONING DISTRICT OF THE PROPERTY AND ALL ABUTTING PROPERTIES.
2. A DEED WITH LEGAL DESCRIPTION SHOWING TITLE OF THE PROPERTY.
3. FILING FEE OF **\$500** PAYABLE TO JASPER COUNTY ZONING OFFICE.
4. A "DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND GIFTS" FORM.
5. IF PROPERTY OWNER AND APPLICANT ARE NOT THE SAME, AN AGENT AUTHORIZATION FORM.

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

SIGNATURE OF APPLICANT _____ DATE 7-19-23

PUBLIC HEARING BEFORE JASPER COUNTY BOARD OF COMMISSIONERS 09/11/2023

RECOMMENDATION _____ CHAIRMAN/DATE _____

APPROVED _____ DENIED _____ CONDITIONS? _____

NOTES:
[Empty box for notes]

APPLICANT'S IMPACT ANALYSIS ANSWERS
SPECIAL USE CRITERIA

Sec. 119-449. - General standards for approval of special uses.

Any use shown in the table of permitted uses as requiring a special use permit in any district may be permitted after a hearing by the planning and zoning commission and approval of the board of commissioners. The hearing shall follow all procedures required in section 119-442 for zoning amendments.

The following standards shall be considered in determining whether the special use permit shall be approved:

- (1) Is the proposed use suitable in view of the use and development of adjacent and nearby property?
The use is allowed in the "AG" zoning with a special use permit.

- (2) Does the proposed use adversely affect the existing use or usability of adjacent or nearby property?
The use is primarily indoors, and not noticeable to neighbors.

- (3) Will the proposed use likely cause an excessive or burdensome use of existing streets, transportation facilities, utilities or other public facilities?
The proposed use will not impede or burden the highway it is located on. Appointments are scheduled intentionally to allow for individual drop off and pick up with no overlap.

- (4) Is the subject site itself suitable for the proposed use in terms of area, topography, natural conditions, or existing land uses on the site?
Using an existing 1500 sq. ft building, blends with land and natural surroundings.

- (5) Is the proposed use suitable in terms of the natural environment on the site and on adjacent and nearby property?
The facility was upgraded from an original structure that has been established for several years. The upgrades actually enhance the natural environment and do not interfere.

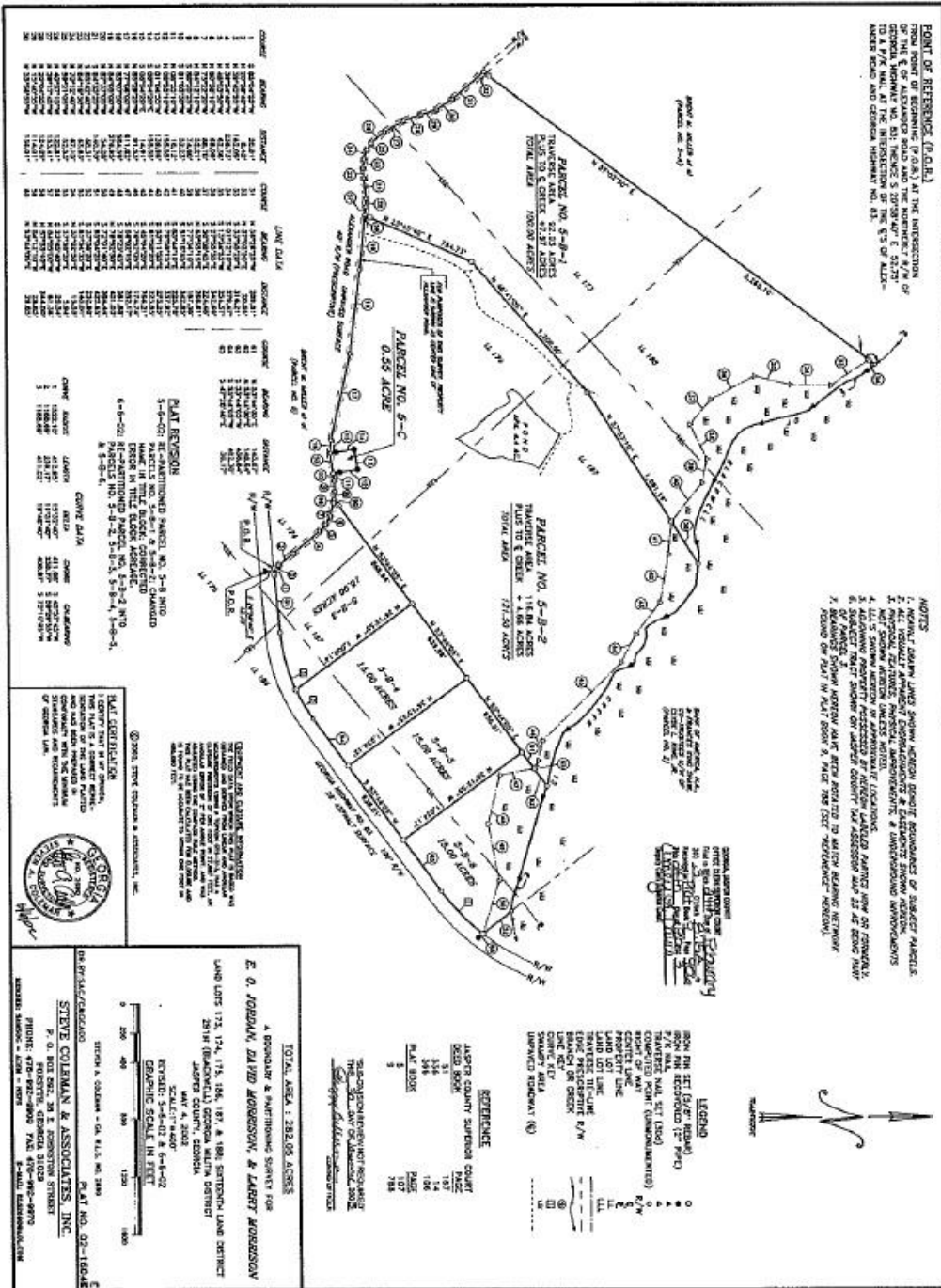
- (6) Are there other existing or changing conditions which, because of their impact on the public health, safety, morality and general welfare of the community, give supporting grounds for either approval or disapproval of the proposed use?

No. This facility will benefit the citizens of Jasper County, as there are no other boarding facilities of this type in the area. It will allow our citizens to keep their business within our county.

- (7) The proposed use may be approved subject to such conditions as may be imposed in order to mitigate impacts which may be expected without the imposition of conditions, and may be regulated in the same manner as provided in section 119-445.

If conditions are imposed, we are fully willing and capable of abiding by the conditions in order to stay with regulations.

SURVEY PLAT OF RECORD



Business Item 1:

Agenda Request – Jasper County BOC

Department: Planning and Zoning

Date: September 11, 2023

Subject: A public hearing and decision will be held for a Special Use Permit, SU23-001, for a request to operate a kennel at 18989 Hwy 83 N, Monticello GA 31064.

Summary: The request is to operate a dog kennel in an accessory structure on the property located at 18989 Hwy 83 N., Monticello GA 31064, Tax Map # 023 003D004. The property is 9.94 acres in size and is zoned AG (Agricultural).

Background: The Planning Commission held a public hearing for the request on 08/31/2023.

The Planning Commission recommended approval of the request with recommended conditions in staff report (shown below) and an added condition for the applicant to provide a letter from the nearest neighbor (eastern property line) and to do their best to make contact with neighbor to the west and northwest to obtain a letter of approval from them. (5-0)

Recommended Conditions as motioned by the Planning & Zoning Board:

1. Limit the number of kennels to 15.
2. All dogs shall be housed inside the accessory building where the kennels (at the time of approval) are located.
3. Obtain a Jasper County Business License and renew annually.
4. Proof of a State of Georgia Department of Agriculture Kennel License upon annual renewal of business license.
5. Then approval of a Special Use Permit for a Kennel, SU23-001, is non-transferable and is valid only for the applicant and his family. Should the property be sold in the future, any new owner would have to re-apply for a Special Use Permit if desiring to operate a kennel on the property.

Cost: Required legal advertisement only

Recommended Motion:

Board's Discretion

OPEN PUBLIC HEARING 2:

Public Hearing 2 – Jasper County BOC

Agenda Request – Jasper County BOC

Department: Planning and Zoning

Date: September 11, 2023

Subject: An Ordinance Amendment to Part II, Code of Ordinances which include: Chapter 105 - DEVELOPMENT STANDARDS AND REGULATIONS: Sec. 105-28 General Definitions, Sec. 105-159 Subdivision Design Standards, and Sec. 105-161 Residential Subdivision Design. This amendment is to clean up language for divisions of land of 4 or more lots that have road frontage on existing roads and meet the minimum lot size for the applicable zoning district.

Summary:

Background:

CLOSE PUBLIC HEARING:

DRAFT

ORDINANCE AMENDMENT

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

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

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

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

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

SECTION I

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

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

~~Residential Subdivision Design~~ **Land Division Plat** means a subdivision ~~division~~ of land into more than **3** new lots, where no new streets are platted, constructed, or opened, no publicly-owned or central sewerage or water facilities are constructed, and no improvements of existing roads are planned. A ~~Residential Subdivision~~ **Land Division Plat** does not include the further subdividing of a lot within a platted and recorded subdivision.

SECTION II

The Code of Ordinances of Jasper County, Georgia is hereby repealed and replaced by the following language to Part II – Code of Ordinances, Chapter 105, Article VI. and subsection 105-159

Article VI. SUBDIVISION DESIGN STANDARDS

Where these regulations conflict with other areas of the code, these regulations shall supersede except when in conflict with any state or federal regulation.

Section 105-159

Types of ~~Subdivisions~~ **Divisions of Land**:

1. Minor ~~Subdivision Plat~~
2. Residential ~~Subdivision~~ **Land Division Plat**
3. Conservation Residential Subdivision
4. Mixed Use Subdivision
5. Commercial & Industrial (aka Non-residential) Subdivision

SECTION IV

The Code of Ordinances of Jasper County, Georgia is hereby repealed and replaced by adding the following language to Part II – Code of Ordinances, Chapter 105, Article VI. subsection 105-161

Section 105-161 - Residential ~~Subdivision Design~~ **Land Division Plat**

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

1. Pre-application review stage.
Before the submission of any plats to the director of planning, the developer must submit a sketch plat showing the proposed development layout of the subdivision. The developer and director of planning should informally discuss what this chapter requires and what the developer proposes to do. This will assist the developer in preparing a ~~residential subdivision plat~~ **Land Division Plat** that meet from the very beginning the intent and standards specified by this chapter so as to reduce undue time and expense in preparing plans that cannot be approved by the planning commission.
2. Application Requirements:
 - A. Submit seven (7) paper copies and one (1) digital copy of the Plat and supporting data.

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

1. General

- a. Name, address, and phone number of designer of subdivision plat.
- b. Name, address, and phone number of developer of parcel.
- c. Date of plat preparation with space for revision dates.
- d. North point, identified as magnetic, true or grid.
- e. Minimum Graphic scale of one (1) inch equals 200 feet.
- f. Appropriate legend of symbols used on plat.
- g. List any conditions of zoning, rezoning, variance and date of approval, if applicable.
- h. Certificates of approval. The following certificates shall be inscribed on the ~~residential subdivision plat~~ **Land Division Plat**:
 - (1) Certificate of approval of the preliminary plat by the ~~planning commission~~ **Board of Commissioners**.
 - (2) Signed seal of a state-registered land surveyor, certified landscape architect or state professional engineer.
 - (3) Certificate of approval of the ~~preliminary~~ plat by the county health department **for lots less than 5 acres**.
 - (4) Owner's certificate stating property ownership, consenting to development, and that all appropriate taxes have been paid.
- i. **A table showing each lot's total amount of road frontage.**

2. Existing Conditions

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

of-way on or within 300 feet of the tract to be subdivided, as relevant.

- j. Adjoining property information, lot arrangement and/or adjoining property owners' names, rights-of-way and easements within 300 feet of subdivision.
- k. Total acreage, minimum dwelling size and minimum lot size of project.

- B. ~~Residential Subdivisions~~ **Land Division Plats** on State Routes require GDOT comments to be submitted to the Planning Department of Planning & Zoning along with the ~~Residential Subdivision~~ **Land Division** (aka Final) Plat.
- C. A letter requesting review and approval of a ~~Residential Subdivision plat~~ **Land Division Plat** and giving the name and address of a person to whom the notice of hearing and action on the ~~Residential Subdivision plat~~ **Land Division Plat** is to be sent.
- D. Official date of submission. The official date of submission of the ~~Residential Subdivision plat~~ **Land Division Plat** will be the date of the next regularly scheduled monthly meeting of the planning commission that is more than 60 days following proper ~~Residential Subdivision plat~~ **Land Division Plat** submittal to the director of planning.
- E. The planning commission will review the ~~Residential Subdivision plat~~ **Land Division Plat** for conformance to this chapter, the county zoning ordinance set forth in chapter 119, and other relevant regulations and will consider the comments or suggestions of other appropriate review agencies, persons, or entities in regard to the plat. The planning commission or director of planning will indicate on the ~~Residential Subdivision plat~~ **Land Division Plat**, or by a written memorandum attached to the ~~Residential Subdivision plat~~ **Land Division Plat**, any comments or suggested changes that are necessary to meet the intent of this chapter or to serve the best interests of the county.
- F. Public hearing. Before acting on the ~~Residential Subdivision plat~~ **Land Division Plat**, the planning commission will hear public input on the plat. Notice of the hearing must be published in a newspaper of general circulation in the county at least ~~15~~ **30** days before the hearing.
- G. Action of the Board of Commissioners. No more than 60 days after the official date of submission of the ~~Residential Subdivision plat~~ **Land Division Plat**, the Board of Commissioners will either approve the plat, conditionally approve the plat (noting the conditions of approval on the plat), disapprove the plat, or table the plat for further consideration. Action may be taken on the entire ~~Residential Subdivision plat~~ **Land Division Plat** or any portion of it.

- H. Failure of Board of Commissioners to act. If the Board of Commissioners fails to act within 90 days of the official date of submission of the ~~Residential Subdivision plat~~ **Land Division Plat**, the plat will be deemed automatically approved by the Board of Commissioners.
3. Approval of a ~~Residential Subdivision Plat~~ **Land Division Plat** shall be deemed an expression of approval of the layout submitted, pending fulfillment of the requirements of these Regulations and the conditions of the ~~Residential~~ **Land Division** Plat, if any.
4. If the ~~Residential Subdivision Plat~~ **Land Division Plat** is not recorded within 6 months of approval, the approval shall expire, unless a request for an extension of time has been submitted to and is subsequently approved by the Planning Commission in a public hearing.

SECTION V

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

SECTION VI

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

SECTION VII

The adoption date of this ordinance amendment is upon creation.

[SIGNATURE LINE BELOW]

SO ORDAINED this ____ day of September, 2023

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

**Don Jernigan, Chairman
District 3**

**Shelia Jones, Commissioner
District 1**

**Bruce Henry, Commissioner
District 2**

**Steven Ledford, Commissioner
District 5**

{Jasper County, Georgia Seal}

ATTEST:

Sharon Robinson, County Clerk

APPROVED AS TO FORM:

Barry Fleming, County Attorney

Business Item 2:

Agenda Request – Jasper County BOC

Department: Planning and Zoning

Date: September 11, 2023

Subject: A public hearing and decision will be held for an Amendment to Part II, Code of Ordinances which include: Chapter 105 - DEVELOPMENT STANDARDS AND REGULATIONS: Sec. 105-28 General Definitions, Sec. 105-159 Subdivision Design Standards, and Sec. 105-161 Residential Subdivision Design.

Summary: This amendment is to clean up language for divisions of land of 4 or more lots that have road frontage on existing roads and meet the minimum lot size for the applicable zoning district.

Background: The Planning Commission held a public hearing for the request on 08/31/2023.

The Planning Commission recommended approval of the request. (5-0)

Cost: Required legal advertisement only

Recommended Motion:

Board Discretion

Business Item 3:

Agenda Request – Jasper County BOC

Department: Planning and Zoning

Date: September 11, 2023

Subject: LD23-005 – Request for a division of land, located on Millen Rd, primary Map & Parcel 026 054 004

Summary: The division of land request is to further divide Tract 1 of Hardy Creek Estates, approved on 05/01/2023, into 2 lots. The current tract is 13.53 acres with over 1,500 feet of road frontage. The property is zoned AG and both lots will abut existing road frontage.

Background: The Planning Commission held a public hearing for the request on 08/31/2023.

The Planning Commission recommended approval of the request. (5-0)

Cost: Required legal advertisement only

Recommended Motion:

Board Discretion

**JASPER COUNTY
LAND DIVISION PLAT PETITION
Planning Commission
08/31/2023**

Case Number: LD23-005
Name of Applicant: Joe Stockdale
Address of Property: Millen Road
Tax Parcel: 026 054B001 (formerly part of 026 054 004)
District: 3 (Three)

Request: To subdivide a parcel of land into 2 lots. The original lot is Tract 1 of Hardy Creek Estates approved on May 1, 2023 by the Jasper County Board of Commissioners.

Purpose of Request: To create lots that allow construction of a single-family residence on the lot.

Size of Property: 13.53 acres with Tract 1A having 6.77 acres and 420.4' of road frontage and Tract 1B having 6.76 acres and 1,100' of road frontage.

Present Zoning: AG (Agricultural District)

Present Use: Undeveloped

Review Sections: As per Section 105-161 of the Jasper County Zoning Ordinance, such plats shall be reviewed for conformance to this chapter, the county zoning ordinance set forth in chapter 119, and other relevant regulations and will consider the comments or suggestions of other appropriate review agencies, persons, or entities in regard to the plat. The planning commission or director of planning will indicate on the Residential Subdivision plat, or by a written memorandum attached to the Residential Subdivision plat, any comments or suggested changes that are necessary to meet the intent of this chapter or to serve the best interests of the county.

Comments: The lot is an existing lot of record of 13.53 acres. The request is to create a total of 2 lots under the current zoning designation of AG (Agricultural).

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

Section 105-161 - Residential Subdivision Design

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

1. Pre-application review stage.

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

2. Application Requirements:

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

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

1. General

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

2. Existing Conditions

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

classification of adjoining properties.

- b. Exact boundary lines of the tract indicated by a heavy line giving lengths and bearings. The boundary lines should include the entire tract to be developed. Provide date and source of survey.
 - c. Location map showing the parent parcel in relation to the surrounding area at a minimum scale of one inch to 2,000 feet. Include well-known landmarks such as railroads, highways, bridges, creeks, etc. and city and/or county jurisdictional boundaries and land lot lines, if applicable.
 - d. Location of natural features including streams and watercourses with direction of flow on the proposed project.
 - e. Location and/or size of existing cultural features on or adjacent to the proposed subdivision.
 - f. Limits of 100-year floodplain. If none, note indicating such with data source and date.
 - g. Location and square footage of wetland areas.
 - h. Note as to provision of water supply and sewer disposal.
 - i. Existing sewers, water mains, drains, culverts, and other underground facilities or utilities within easements or rights-of-way on or within 300 feet of the tract to be subdivided, as relevant.
 - j. Adjoining property information, lot arrangement and/or adjoining property owners' names, rights-of-way and easements within 300 feet of subdivision.
 - k. Total acreage, minimum dwelling size and minimum lot size of project.
- B. Residential Subdivisions on State Routes require GDOT comments to be submitted to the Planning & Zoning Department along with the Residential Subdivision (aka Final) Plat.
- C. A letter requesting review and approval of a Residential Subdivision plat and giving the name and address of a person to whom the notice of hearing and action on the Residential Subdivision plat is to be sent.
- D. Official date of submission. The official date of submission of the Residential Subdivision plat will be the date of the next regularly scheduled monthly meeting of the planning commission that is more than 60 days following proper Residential Subdivision plat submittal to the director of planning.
- E. The planning commission will review the Residential Subdivision plat for conformance to this chapter, the county zoning ordinance set forth in chapter 119, and other relevant regulations and will consider the comments or suggestions of other appropriate review agencies, persons, or entities in regard to the plat. The planning commission or director of planning will indicate on

the Residential Subdivision plat, or by a written memorandum attached to the Residential Subdivision plat, any comments or suggested changes that are necessary to meet the intent of this chapter or to serve the best interests of the county.

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

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

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

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

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

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

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

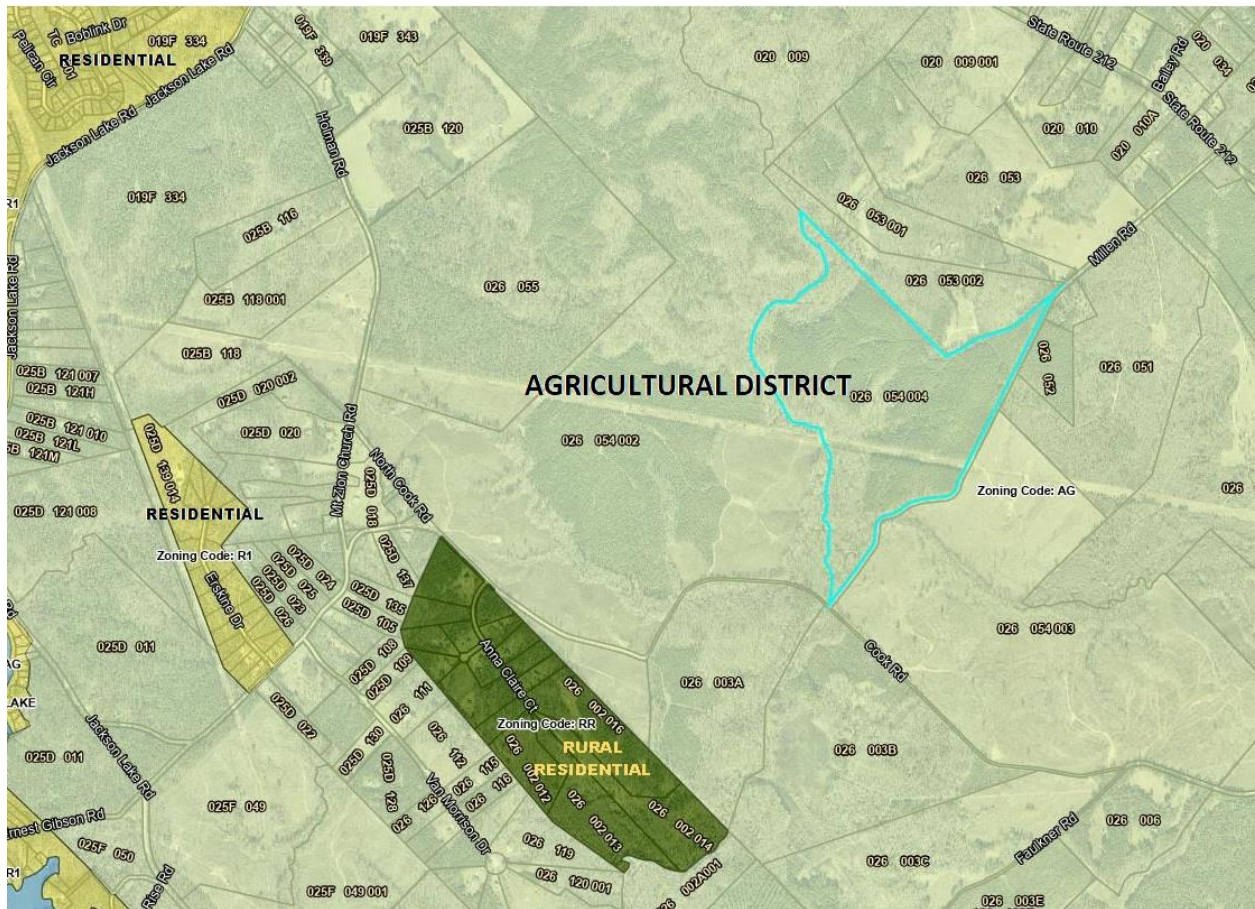
Minimum front yard/setback arterial road	80 ft.	80 ft.	80 ft.
Minimum front yard/setback major collector	80 ft.	80 ft.	80 ft.
Minimum front yard/setback minor collector	30 ft.	30 ft.	30 ft.
Minimum front yard/setback local roads	30 ft.	30 ft.	30 ft.
Minimum side yard	30 ft.	30 ft.	30 ft.
Minimum rear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

;le=2;NA — Not allowed

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

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

ZONING MAP



APPLICANT'S INFO

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



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

APPLICATION FOR DIVISION OF LAND

Submittal Date: 7/24/2023

Project Name: Hardy Creek Estates - Tract 1

of Lots 2 Total Acres 13.53

Project Address of Primary Street: Millen Road

Tax Map and Parcel Numbers 026 054 004 Zoning AG

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

Applicant/Company: Joe Stockdale

Representative: Hollie Hall Cell: _____

Email: joe@joestockdale.com

Address: 675 Davis Rd, Newborn, GA

Property Owner's Name: Joe Stockdale

Phone: 678-634-3360 Cell Phone: _____

Address: 675 Davis Rd, Newborn, GA

Email: joe@joestockdale.com

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

24-Hour Contact Name: Joe Stockdale

Phone: 678-634-3360

Applicant Signature: *Joseph Stockdale*
Joseph Stockdale (Jul 24, 2023 08:50 EDT)

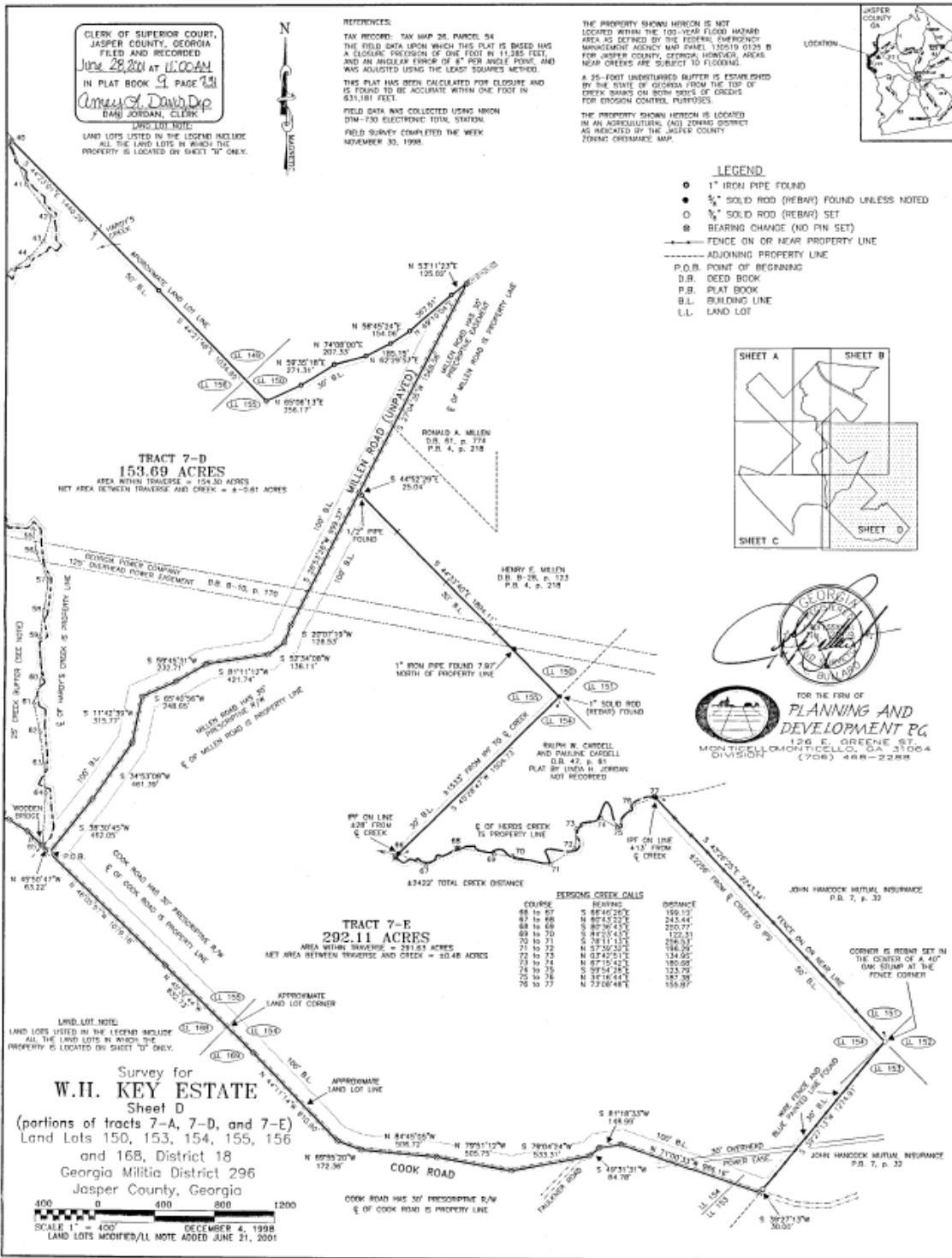
Date: Jul 24, 2023

AERIAL MAP



LD23-005
Board of Commissioners 9/11/2023

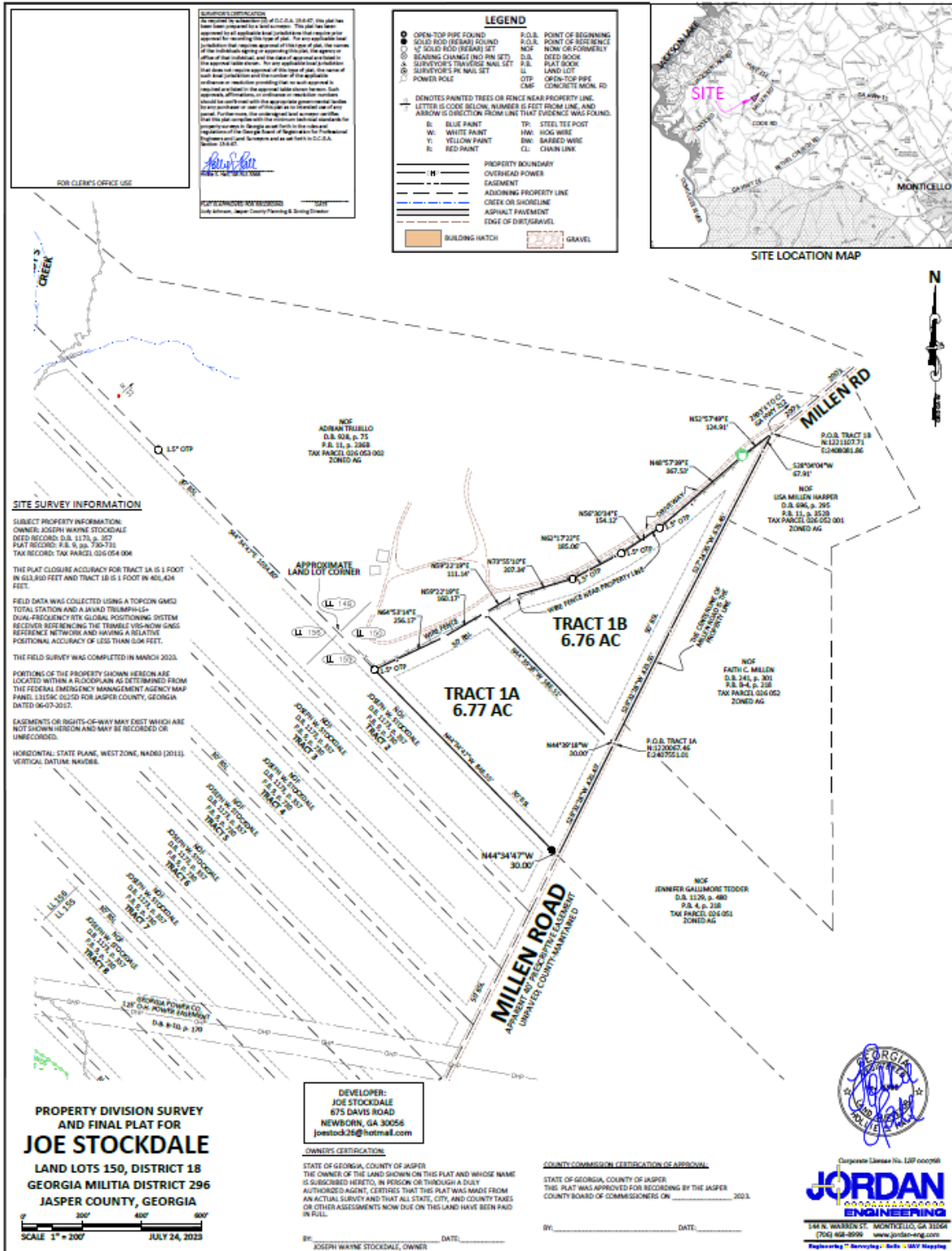
2001 RECORDED PLAT



LD23-005

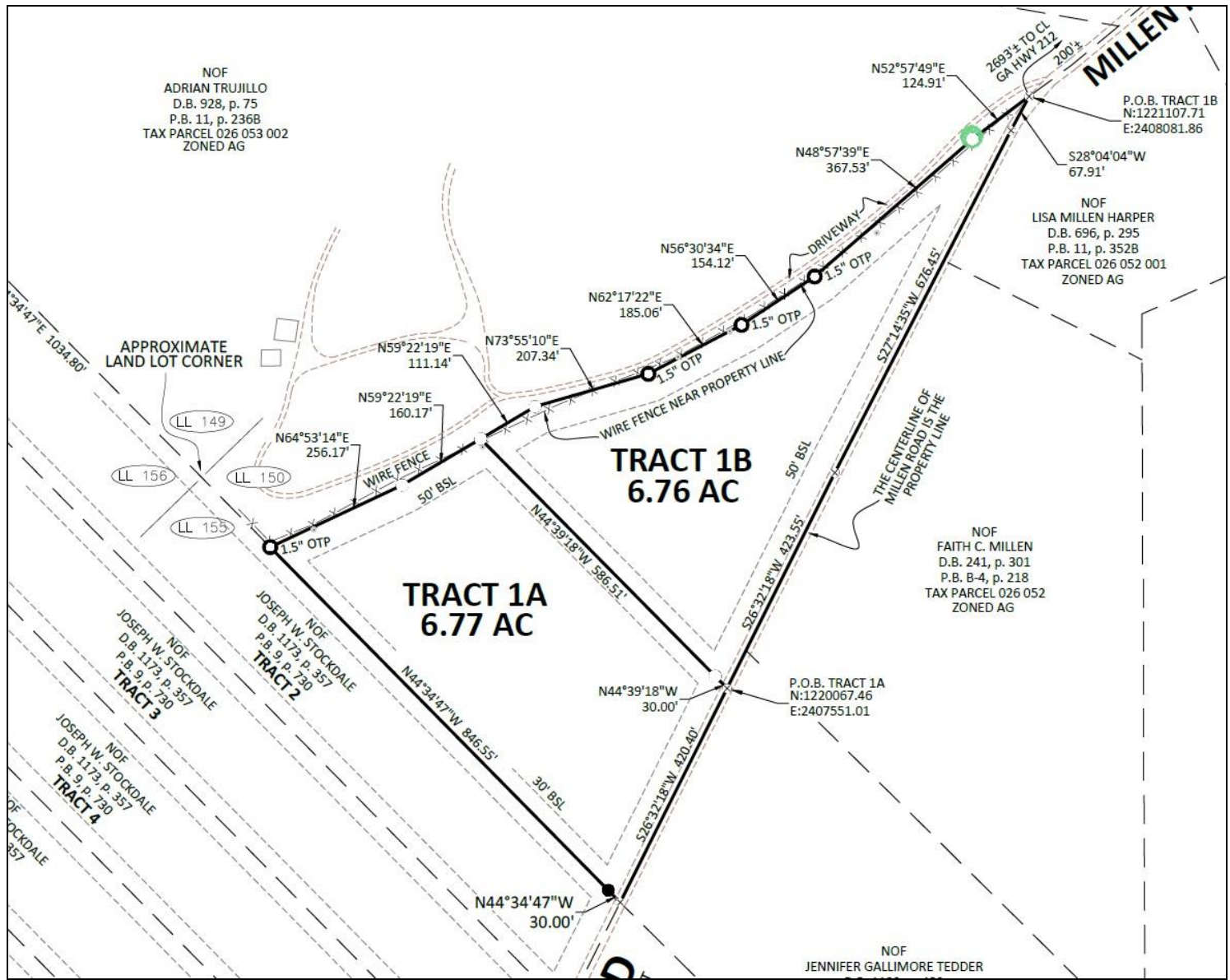
Board of Commissioners 9/11/2023

NEW LOT CONFIGURATION



LD23-005

Board of Commissioners 9/11/2023



Business Item 4:

Agenda Request – Jasper County BOC

Department: Alcovy Shores Water and Sewer Authority

Date: September 11, 2023

Subject: Alcovy Shores Water and Sewer Authority Board Appointment

Summary:

Ms. Janette Hyde has resigned her position on Alcovy Shores Water and Sewer Authority due to her moving out of state.

The Authority is requesting that the Board of Commissioners appoint Ms. Nicole Key for a four year term expiring September 2027.

Background:

The Alcovy Shores Water & Sewerage Authority Board is comprised of three voting members. The term length is four years.

Cost: \$0

Recommended Motion:

Appoint Ms. Nicole Key to the Alcovy Shores Water and Sewer Authority Board for a four-year term ending September, 2027.

**ALCOVY SHORES WATER & SEWERAGE AUTHORITY
484 BLUE HERON DRIVE
MONTICELLO, GA. 31064
770-786-2542 EMER. NR 770-853-9263
AUGUST 4, 2023**

**Jasper County Board of Commissioners
Court House
Monticello, Ga. 31064**

RE: Replace Board Member

Dear Commissioners:


The Alcovy Shores Water & Sewerage Authority received a letter of resignation from Janette Hyde due to her moving out of State.

After searching for an available candidate to fill her place, Nicole Key who resides in the Alcovy Shores Community graciously accepted the challenge. A copy of her letter of acceptance is attached.

Your prompt attention will be appreciated since the Authority will be facing many challenges when DOT begins replacing Waters Bridge.

Thanking you in advance for your prompt attention

Sincerely,


**BOBBY MC DANIEL
Board Chair**

Janette Hyde
372 Lakeshore Drive
Monticello, GA 31064

June 18, 2023

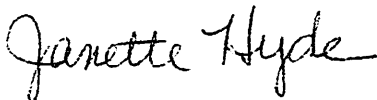
Mr. Bobby McDaniel
Chairperson
Alcovy Shores Water & Sewerage Authority
484 Blue Heron Drive
Monticello, GA 31064

Dear Bobby:

It is with regret that I tender my resignation from the Alcovy Shores Water & Sewerage Authority board, due to my upcoming move out of state.

I am grateful for having had the opportunity to serve on this board and want to thank the "Golden Girls of Alcovy Shores" for their amazing dedication to doing everything necessary to provide water to their customers.

Sincerely,

A handwritten signature in cursive script that reads "Janette Hyde". The signature is written in black ink and is positioned above the printed name.

Janette Hyde

Subject: Fwd: Board position
From: Nicole Key <cnicolekey@gmail.com>
Date: 7/11/2023, 3:43 PM
To: aswa484@att.net

----- Forwarded message -----

From: Nicole Key <cnicolekey@gmail.com>
Date: Tue, Jul 11, 2023 at 11:23 AM
Subject: Board position
To: <aswa484@att.net>

Hello! I appreciate the opportunity to potentially serve on the board of the Alcovy Shores Water and Sewerage Authority. My name is Nicole Key and I have lived in the Alcovy Shores area for almost seven years now. My husband and our two dogs very much enjoy our neighborhood and community.

My professional experience includes twenty years in the banking industry. My last position was as a Loan Operations Specialist with Newton Federal Bank in Covington. I also have prior property management experience and I have obtained a paralegal certificate from Kennesaw State University.

I would be honored to help serve my community better by taking on an active role with the Alcovy Shores Water and Sewerage Authority. I can be reached by email at cnicolekey@gmail.com or by phone at [404-735-2078](tel:404-735-2078).

Sincerely,

Nicole Key

Business Item 5:

Agenda Request – Jasper County BOC

Department: Board of Commissioners

Date: September 11, 2023

Subject: Bid Results – Grinding Tree Material Stockpile from Tornado Disaster

Summary:

Received 8 Bids.

AKA Tree Service	\$ 157,500
Carolina Pallet Solutions	\$ 343,500
Custom Tree Care	\$ 474,000
Merit First	\$ 420,000
Piedmont Forestry and Mulching	\$ 178,500
Stancil Brothers Construction	\$ 300,000
TFR Enterprises	\$ 223,500
Woodson – Gunnison	\$ 393,626

Background:

Approximately 70,000 cubic yards of tree material, logs, limbs and stumps are stockpiled on county property at the landfill site.

Material was removed from the tornado disaster area to the current site.

Cost:

Reimbursement Rates:

FEMA 75% x \$ 157,500	\$ 118,125
GEMA 10% x \$157, 500	\$ 15,750
Total Reimbursement	\$ 133,875

Low Bid – AKA Tree Service	\$ 157,500
Total Reimbursement	\$ 133,875
Net Cost to County	\$ 23,625

Recommended Motion:

Award Bid “Grinding Tree Materials Including Logs, Limbs and Stumps” to AKA Tree Service, Oakwood Ga, in the lump sum amount of \$157,500.00

BID TALLY SHEET

Date of Bid Opening: 7-Sep-23

Time of Bid Opening: 2:00 PM

Description of Bid: Grining Bids

Vendor	Option 1	Option 2	Option 3	Notes
AKA Tree Service	\$157,500.00			
Caroline Pallet Solutions	\$343,500.00			
Custom Tree Care	\$474,000.00			
Merit First, LLC	\$420,000.00			
Piedmont Forestry Mulching	\$178,500.00			
Shane ^{Shane} Brothers Coast	\$300,000.00			
TFR Enterprises	\$223,500.00			
Woodson, Inc.	\$393,626.00			

Shane

Staff Present:

Mike Benton
Michael Walsh
Sharon Robinson

Mike Benton
Michael Walsh
Sharon S. Robinson

**JASPER COUNTY
BOARD OF COMMISSIONERS**

INVITATION TO BID

August 17, 2023

**FOR
JASPER COUNTY**

**Project:
Grinding Tree Materials Including Logs, Limbs and Stumps**

Bid Opening

**Thursday, September 7, 2023
2:00 P.M.**

**Jasper County Courthouse
Suite 18
126 West Greene Street
Monticello, GA 31064**

BID REQUEST

The Jasper County Board of Commissioners are seeking sealed bids for grinding tree materials including logs, limbs and stumps, from the January 12, 2023 tornado, stored at Jasper County's C&D Landfill located at 544 Ted Sauls Rd Monticello, GA 31064. Bid documents with specifications are available at 126 W. Greene Street, Suite 18, Monticello, GA. 31064, online at jaspercountyga.org or email to mbenton@jaspercountyga.org

BID DELIVERY

Sealed bids must be received by September 7, 2023 at 2:00 P.M. for bid opening in the Jasper County Board of Commissioners Meeting Room located at 126 W. Greene Street, Suite 18, Monticello, GA. 31064. Submitted bids should be marked Grinding Tree Materials.

For questions or additional information, contact Mike Benton at 706-819-2136 or email to mbenton@jaspercountyga.org.

LUMP SUM BID AMOUNT

Lump Sum Bid Amount \$ 157,500.00

Lump Sum Bid Amount Written One hundred

fifty, seven thousand five hundred ⁰⁰/₁₀₀

SCOPE OF WORK

A. The Contractor agrees to furnish all equipment, tools, materials, skill, labor of every description, and all things necessary to carry out and complete in a good, firm, substantial and workmanlike manner, the Work in strict conformity with the Specifications entitled Grinding Tree Materials, which Specifications together with the Advertisement for Bids and Instructions to Bidders shall all form essential parts of this agreement. In addition to the foregoing, and notwithstanding anything to the contrary stated herein, the following terms and conditions, amendments to this Contract and other documents are incorporated by reference and made a part of the terms and conditions of this Contract as if fully set out herein.

B. The Contractor shall fully complete the Work hereunder within 90 calendar days from the Notice to Proceed date.

SPECIFICATIONS – GRINDING TREE MATERIALS

A. Work included: Grinding Tree Material
Tree Material consists of logs, limbs and stumps

FINISHED MATERIAL

Material to be ground to a length of 3.5” minus.

Note: Ground material will be used in the production of landscaping mulch

ESTIMATED QUANTITY

Approximate cubic yards = 70,000

Bidders are strongly encouraged to visit site prior to submitting bid to independently estimate stored quantity

SITE OF THE WORK AND OWNER

A. Site: Jasper County Property Adjacent to Jasper County Landfill.
Located at 544 Ted Sauls Drive, Monticello, Ga

B. Owner: JASPER COUNTY hereinafter referred to as the “County.”

ACCESS TO WORK

Bidders will have full access to site and stored material to independently estimate quantity.

The Contractor shall at all times have access to the Work Site for the purpose of grinding the tree material.

quantity.

PLACEMENT OF GROUND MATERIAL

Ground material will be left in piles on ground.

DISPOSAL OF MATERIAL

Bid does not include disposal of ground material. A separate contractor will be responsible for transporting ground material to an offsite location.

INSURANCE

Workers Compensation. The Contractor shall, without expense to the County, provide statutory Workers Compensation Insurance coverage of \$1,000,000.00 and Comprehensive General Liability Insurance coverage of \$1,000,000.00 covering all operations as required by the provisions of the Contract, including Subcontractors.

The Contractor may carry statutory workers compensation insurance on Subcontractors or require all Subcontractors likewise to carry such insurance.

WARRANTY AND GUARANTEE

The Work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, is considered defective. The County, in its sole discretion, may exclude from the Contractor's warranty, remedies for damage or defect which the County determines were caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the County, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

The foregoing warranties and guarantees are cumulative of and in addition to, and not restrictive of or in lieu of, any and all other warranties and guarantees provided for or required by law. The obligation of this paragraph shall survive acceptance of the Work and termination of the Agreement. All manufacturer warranties and guarantees shall be delivered to the County prior to Substantial Completion and such delivery shall be a condition precedent to the issuance of the Certificate of Substantial Completion. Before Final Payment the Contractor shall assign and transfer to the County all guarantees warranties and agreements from all contractors, Subcontractors, vendors, suppliers, or manufacturers regarding their performance quality of workmanship or quality of materials supplied in connection with the Work. The Contractor represents and warrants that all such guarantees, warranties and agreements will be freely assignable to the County, and that upon Final Completion of the Work, all such guarantees, warranties and agreements shall be in place and enforceable by the County in accordance with their terms.

INDEMNIFICATION

The General Contractor shall be responsible from the time of signing the Contract, or from the time of the beginning of the first work, whichever shall be the earlier, for all injury or damage of any kind resulting from this work to persons or property, including employees and property of the County. The Contractor shall exonerate, indemnify, and

save harmless the County from and against all claims or actions, and all expenses incidental to the defense of any such claims, litigation, and actions, based upon or arising out of damage or injury (including death) to persons or property caused by or sustained in connection with the performance of this Contract or by conditions created thereby or arising out of or any way connected with work performed under this Contract and shall assume and pay for, without cost to the County, the defense of any and all claims, litigations, and actions suffered through any act or omission of the Contractor, or any Subcontractor, or anyone directly or indirectly employed by or under the supervision of any of them. The Contractor expressly agrees to defend against any claims brought or actions filed against the County, where such claim or action involves, in whole or in part, the subject of the indemnity contained herein, whether such claims or actions are rightfully or wrongfully brought or filed.

RIGHT, TITLE, OR INTEREST

- The Contractor agrees it shall not sublet, assign, transfer, pledge, convey, sell, or otherwise dispose of the whole or any part of this Contract or his right, title, or interest therein to any person, firm, or corporation without the previous consent of the County in writing.

SUBCONTRACTORS NOTIFICATION LIST

Required information on subcontractors doing work in Jasper County.

Please list any subcontractors and the address and Business License number for each subcontractor who may be doing work in the **Owner**.

GENERAL CONTRACTOR/DEVELOPER _____

LICENSE NUMBER _____ PROJECT IMPLEMENTATION DATE _____

PROJECT LOCATION _____

SUBCONTRACTOR/DEVELOPER _____

LICENSE NUMBER _____ ACTIVITY IMPLEMENTATION DATE _____

WORK LOCATION _____

SUBCONTRACTOR/DEVELOPER _____

LICENSE NUMBER _____ ACTIVITY IMPLEMENTATION DATE _____

WORK LOCATION _____

LICENSE NUMBER _____ ACTIVITY IMPLEMENTATION DATE _____

WORK LOCATION _____

****All subcontractors must be reported on this form for License Inspection purposes.**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/26/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

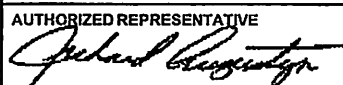
PRODUCER Marquis Agency 900 Route 9 North, Suite 503 Woodbridge NJ 07095	CONTACT NAME: _____
	PHONE (A/C No. Ext): 800-272-6771 FAX (A/C No.): 732-791-9444 E-MAIL ADDRESS: certificaterequest@marquisagency.com
INSURER(S) AFFORDING COVERAGE	NAIC #
License#: 8959141 INSURER A: Indian Harbor Insurance Company	AKATREE-02 36940
INSURED AKA Tree Service, LLC 4104 W. White Road Oakwood GA 30526	INSURER B: Milford Casualty Insurance Company 26662
INSURER C: _____	
INSURER D: _____	
INSURER E: _____	
INSURER F: _____	

COVERAGES **CERTIFICATE NUMBER:** 1898232477 **REVISION NUMBER:** _____

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____			NGL-1007494-00	6/20/2023	6/20/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	MSS1035342	6/16/2023	6/16/2024	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Evidence of Insurance.

CERTIFICATE HOLDER	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/05/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Turner, Wood, & Smith Agency, Inc. 1515 Community Way PO Box 1058 Gainesville GA 30503	CONTACT NAME: Juanita Davidson	
	PHONE (A/C, No, Ext): (770) 536-0161 FAX (A/C, No): (770) 536-1283 E-MAIL ADDRESS: juanita.davidson@twinsurance.com	
INSURED AKA Tree Service, LLC 4104 W. White Road Oakwood GA 30526	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: The Cincinnati Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES CERTIFICATE NUMBER: CL2271929500 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ ABORIST PROP. \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	ENP0660210	07/25/2022	07/25/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$	Y	Y				EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Leased & Rented Equipment			ENP0660210	07/25/2022	07/25/2023	Limit \$800,000.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Residential Services Holdings, LLC, and all associated subsidiaries to include but not limited to RSH Staffing, LLC, Sylvan Road Capital, Sylvan Field Services, Sylvan Road Renovations, Sylvan Homes, Sylvan Realty, and Sylvan Technology are Additional Insureds ATIMA, coverage is Primary & Non-Contributory with Blanket Waiver of Subrogation on Auto; Form #AA288.

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AKA Tree Service

4104 W White Rd

Oakwood, Ga 30566

404-713-4305

"Grinding Tree Materials"

Business Item 6:

Agenda Request – Jasper County BOC

Department: Jasper County Senior Center

Date: September 11, 2023

Subject: “Request for Contract” Senior Center Vaccine Initiative

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 into full fruition. For \$10,000, 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), the 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

Total Contractual Amount: \$10,000

Recommended Motion:

Board’s Discretion



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 ~~(t)~~ 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 7:

Agenda Request – Jasper County BOC

Department: Jasper County Senior Center

Date: September 11, 2023

Subject: Senior Center – Kitchen Aide/Janitorial Part-Time Position

The Jasper County Senior is requesting a Part-Time Kitchen Aid/Janitorial Position. This position will be assisting the Kitchen Coordinator with lunch prep, cleaning the dining area, kitchen area and bathroom.

Background:

The Senior Center has experienced a loss of staff since the Workforce Innovation and Opportunity Act (WIOA) ended on March 30, 2023 and the Senior Community Service Employment Program (SCSEP) Program ended for 2 of our senior helpers.

In lieu of these circumstances, the Jasper County Senior Center is requesting an additional \$5,382.50 to cover salary for the remaining 20 pay periods left in FY24, to assist with the service delivery requirements that ensure the senior center meets our goals outlined in the Older Americans Act.

A break down in salary requirements is listed below:

Cost:

\$10.00 hr x 25 hours per week x 20 pay periods left in FY2024

\$5,000 Annually

\$382.50 FICA

\$5,382.50 (Total funds needed for position FY2024)

Recommended Motion:

Board's Discretion

Business Item 8:

Agenda Request – Jasper County BOC

Department: Emergency Management Agency

Date: September 11, 2023

Subject: Interim Emergency Management Agency Director Recommendation to GEMA

Summary:

With the resignation of Brian Burgamy, the Board of Commissioners needs to appoint an Interim EMA Director. Mr. Ed Westbrook has agreed to serve Jasper County as Interim EMA Director, until a E911 Director is hired.

Background:

With the resignation of EMA Director, Brian Burgamy, Jasper County needs to name an Interim EMA Director. Mr. Edward Westbrook has agreed to act as Interim EMA Director to fulfill FEMA requirements until a permanent director can be determined. The interim position is a six month term. The six month term ends on 3-11-2024.

Cost:

Recommended Motion:

Authorize Chairman to sign the letter naming Mr. Edward Westbrook as Jasper County's Interim EMA Director.

Business Item 9:

Agenda Request – Jasper County BOC

Department: Emergency Management Agency

Date: September 11, 2023

Subject: Emergency Management Agency – Establish Part Time Director Salary

Summary:

Jasper County’s Emergency Management Director position is a part time position traditionally filled by the Joint 911 Authority Director.

Recommendation is to establish a salary for Jasper County’s part time EMA Director.

Background:

The Joint 911 Authority Director has historically filled the role of Jasper County’s Emergency Management Agency Director.

Cost:

Recommended Annual Salary	\$5000
FICA	<u>\$ 383</u>
Total	\$ 5383

Funding to be provided by Georgia Emergency Management Agency’s Local Emergency Management Performance Grants Program. The GEMA grant program is designed to reimburse a portion of a county’s local EMA Director’s salary and other eligible costs on a 50/50 basis with a current maximum reimbursement amount of \$6620.00.

Recommended Motion:

Board Discretion

Business Item 10:

Agenda Request – Jasper County BOC

Department: Human Resources

Date: September 11, 2023

Subject: Human Resources and County Boards Report

Summary:

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

Background:

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

Cost:

None

Recommended Motion:

None Required



Jasper County Human Resources Report

Period Covered: June 2023 – August 2023

Current Open Positions

Code Enforcement Officer

EMT

Paramedics

911 Dispatchers

New Hires/Transfers

Sheriff Office – 1

Jail - 2

Public Works – 4

Terminations/Resignations

Board of Commissioners – 1

Senior Center - 1

Total Employees = 159

Full-time = 116

Part-time = 43



Jasper County Boards Report
Period Covered: June 2023– August 2023

Upcoming Board Appointments Needed:

Zoning Board of Appeals - 1

Jasper County Water & Sewer Authority – 1 (due to resignation)

Business Item 11:

Agenda Request – Jasper County BOC

Department: Finance

Date: September 11, 2023

Subject: FY2023 Audit Engagement – McNair, McLemore, Middlebrooks & Co., LLC

Summary:

David McCoy with McNair, McLemore, Middlebrooks & Co., LLC has submitted the FY2023 Audit Engagement letter and FY2023 Landfill Financial Assurance Engagement Letter for execution. Staff is seeking the Boards approval for the County Manager to engage the service of McNair, McLemore, Middlebrooks & Co., LLC to perform the FY2023 Audit of Jasper County, Georgia and FY2023 Landfill Financial Assurance.

Background:

Cost:

Audit: \$46,500.00 + \$1500.00 DCA Report of Local Government Finances = \$48,000.00

Landfill Financial Assurance: \$2,500.00

Total Cost: \$50,500.00

Recommended Motion:

Motion to approve County Manager Mike Benton to execute the FY2023 Audit Engagement letter for McNair, McLemore, Middlebrooks & Co., LLC to perform the FY2023 audit of Jasper County, Georgia and execute FY2023 Landfill Financial Assurance Engagement Letter to perform the FY2023 Landfill Financial Assurance.



389 Mulberry Street | Macon, Georgia 31201
Post Office Box One | Macon, Georgia 31202
478-746-6277 | mmmcpa.com

August 3, 2023

Jasper County, Georgia
126 W. Greene Street, Suite 18
Monticello, Georgia 31064

You have requested that we audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of Jasper County, as of June 30, 2023, and for the year then ended, and the related notes to the financial statements, which collectively comprise Jasper County's basic financial statements as listed in the table of contents.

In addition, we will audit the entity's compliance over major federal award programs for the period ended June 30, 2023. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the entity's major federal award programs. The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) Government Auditing Standards will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

The objectives of our compliance audit are to obtain sufficient appropriate audit evidence to form an opinion and report at the level specified in the governmental audit requirement about whether the entity complied in all material respects with the applicable compliance requirements and identify audit and reporting requirements specified in the governmental audit requirement that are supplementary to GAAS and Government Auditing Standards, if any, and perform procedures to address those requirements.

Accounting principles generally accepted in the United States of America, (U.S. GAAP,) as promulgated by the Governmental Accounting Standards Board (GASB) require that the management's discussion and analysis be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the GASB, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

- Management's discussion and analysis
- Schedule of changes in the County's net pension liability and related ratios
- Schedule of County contributions
- Schedule of changes in the 911 Authority's net pension liability and related ratios
- Schedule of 911 Authority's contributions
- Notes to the required supplementary information

Supplementary information other than RSI will accompany Jasper County's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

- Combining and individual nonmajor fund financial statements
- Budgetary comparison schedules
- Jasper County 911 Authority statements
- Jasper County Public Facilities Authority statements
- Schedule of projects constructed with special sales tax proceeds

Schedule of Expenditures of Federal Awards

We will subject the schedule of expenditures of federal awards to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the schedule of expenditures of federal awards is presented fairly in all material respects in relation to the financial statements as a whole.

Data Collection Form

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, schedule of expenditure of federal awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the federal audit clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the federal audit clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the *earlier* of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

Auditor Responsibilities

We will conduct our audits in accordance GAAS and Government Auditing Standards. As part of an audit of financial statements in accordance with GAAS and Government Auditing Standards, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Jasper County's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

Audit of Major Program Compliance

Our audit of Jasper County's major federal award program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; and the Uniform Guidance, and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance and other procedures we consider necessary to enable us to express such an opinion on major federal award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether material noncompliance with applicable laws and regulations, the provisions of contracts and grant agreements applicable to major federal award programs, and the applicable compliance requirements occurred, whether due to fraud or error, and express an opinion on the entity's compliance based on the audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements is considered material if there is a substantial

likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the entity's compliance with the requirements of the federal programs as a whole.

As part of a compliance audit in accordance with GAAS and Government Auditing Standards, we exercise professional judgment and maintain professional skepticism throughout the audit. We also identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks.

Our procedures will consist of determining major federal programs and, performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs, and performing such other procedures as we considers necessary in the circumstances. The purpose of those procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Also, as required by the Uniform Guidance, we will obtain an understanding of the entity's internal control over compliance relevant to the audit in order to design and perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the entity's major federal award programs. Our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report. However, we will communicate to you, regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we have identified during the audit.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the entity's major federal award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

Management's Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements; and;
3. For identifying, in its accounts, all federal awards received and expended during the period and the federal programs under which they were received;
4. For maintaining records that adequately identify the source and application of funds for federally funded activities;
5. For preparing the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the Uniform Guidance;
6. For designing, implementing, and maintaining effective internal control over federal awards that provides reasonable assurance that the entity is managing federal awards in compliance with federal statutes, regulations, and the terms and conditions of the federal awards;
7. For identifying and ensuring that the entity complies with federal laws, statutes, regulations, rules, provisions of contracts or grant agreements, and the terms and conditions of federal award programs, and implementing systems designed to achieve compliance with applicable federal statutes, regulations, and the terms and conditions of federal award programs;

8. For disclosing accurately, currently, and completely the financial results of each federal award in accordance with the requirements of the award;
9. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
10. For taking prompt action when instances of noncompliance are identified;
11. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
12. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
13. For submitting the reporting package and data collection form to the appropriate parties;
14. For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;
15. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements including the disclosures, and relevant to federal award programs, such as records, documentation, and other matters;
 - b. Additional information that we may request from management for the purpose of the audit;
 - c. Unrestricted access to persons within the entity and others from whom we determine it necessary to obtain audit evidence;
 - d. A written acknowledgement of all the documents that management expects to issue that will be included in the annual report and the planned timing and method of issuance of that annual report; and
 - e. A final version of the annual report (including all the documents that, together, comprise the annual report) in a timely manner prior to the date of the auditor's report.
16. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
17. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
18. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
19. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on compliance;
20. For the accuracy and completeness of all information provided;
21. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information; and
22. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the schedule of expenditures of federal awards referred to above, you acknowledge and understand your responsibility (a) for the preparation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance, (b) to provide us with the appropriate written representations regarding the schedule of expenditures of federal awards, (c) to include our report on the schedule of expenditures of federal awards in any document that contains the schedule of expenditures of federal awards and that indicates that we have reported on such schedule, and (d) to present the schedule of expenditures of federal awards with the audited financial statements, or if the schedule will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the schedule of expenditures of federal awards no later than the date of issuance by you of the schedule and our report thereon.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

Nonattest Services

We will prepare the financial statements and the related notes as well as the DCA Report of Local Government Finances based on information provided which are considered nonattest services.

We will not assume management responsibilities on behalf of Jasper County, Georgia. However, we will provide advice and recommendations to assist management of Jasper County, Georgia in performing its responsibilities.

Jasper County, Georgia's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

Our responsibilities and limitations of the nonattest services are as follows:

- We will perform the services in accordance with applicable professional standards issued by the AICPA.
- The nonattest services are limited to the report preparation and the DCA RLGf previously outlined. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries.

Reporting

We will issue a written report upon completion of our audit of Jasper County, Georgia's basic financial statements. Our report will be addressed to the Jasper County Board of Commissioners of Jasper County, Georgia. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditor's report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

Other

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and,

therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

Provisions of Engagement Administration, Timing and Fees

Terry McMichael and Pat Muse are the engagement partners for the audit services specified in this letter, including signing or authorizing another qualified firm representative to sign the audit report. David C. McCoy is the engagement director and will be responsible for the supervision of the day-to-day activities of the engagement.

Our fees are based on the amount of time required at various levels of responsibility, plus actual out-of-pocket expenses. Invoices will be rendered every month and are payable upon presentation. We estimate that our fee for the audit will be approximately \$46,500 (including the Single Audit with one (1) major program and an additional \$2,500 fee for each additional major program, if any) and additional fees for the preparation of the DCA RLGf nonattest services of \$1,500. We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. Whenever possible, we will attempt to use Jasper County, Georgia's personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit. Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

At the conclusion of our audit engagement, we will communicate to the Jasper County Board of Commissioners the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

The audit documentation for this engagement is the property of McNair, McLemore, Middlebrooks & Co., and constitutes confidential information. However, we may be requested to make certain audit documentation available to regulator(s)'s and federal agencies and the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of McNair, McLemore, Middlebrooks & Co.'s personnel. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies. We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm for your consideration and files.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements compliance over major federal award programs including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,

McNair, McLemore, Middlebrooks & Co., LLC
MCNAIR, MCLEMORE, MIDDLEBROOKS & CO., LLC

RESPONSE:

This letter correctly sets forth the understanding of Jasper County, Georgia.

Signature: _____

Title: _____

Date: _____



Report on the Firm's System of Quality Control

To the Members of
McNair, McLemore, Middlebrooks & Co., LLC
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of McNair, McLemore, Middlebrooks, & Co., LLC (the "firm") applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended September 30, 2022. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a system review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported on in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing and complying with a system of quality control to provide the firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of and compliance with the firm's system of quality control based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act; audits of employee benefit plans, and an audit performed under FDICIA.

As part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of McNair, McLemore, Middlebrooks, & Co., LLC, applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended September 30, 2022, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. McNair, McLemore, Middlebrooks, & Co., LLC has received a peer review rating of *pass*.

Brown, Edwards & Company, L.L.P.

CERTIFIED PUBLIC ACCOUNTANTS

Roanoke, Virginia
January 31, 2023

August 3, 2023

Larissa Ruark, Chief Accounting Officer
126 W. Greene Street, Suite 18
Monticello, GA 31064

RE: Jasper County, Georgia
June 30, 2023 Annual Audit

Dear Larissa,

We have begun planning the audit for fiscal year ending June 30, 2023.

The following is a listing of items we will need to receive prior to fieldwork and a listing of items we will need at least two (2) weeks prior to the scheduled fieldwork date:

- Trial Balances for all funds in Excel as of 6/30/2023
- General Ledger Detail for all funds in Excel for the period 7/1/2022 – 6/30/2023
- FY 6/30/2023 Original and Adopted Budget
- Copies of any FY 2023 Budget Amendments and the FY 6/30/2023 Final Budget
- Board Minutes for FY 2023 through the date of the report (provided online)
- Accounts Payables Listings for each fund, and Development Authority if applicable, as of 6/30/2023 in Excel
- Copies of any new grant agreements
- Copies of any new leases/rental agreements (all new equipment leases)
- Copies of support agreements and amortization schedules for any new debt issued during the year
- 7/1/2023 – 8/31/2023 Check Registers for all funds in Excel
- Documentation for any property tax abatements existing as of 6/30/2023
- FY 2023 Schedule of Expenditures of Federal Awards (SEFA)

The following are needed at the start of the fieldwork:

- **All Funds**
 - June 2023 Bank Statements and Reconciliations for all accounts/funds
 - July 2023 and August 2023 bank statements for all accounts/funds
 - The last bank statement received for any accounts that closed during the year
 - June 30, 2023 Governmental Activities Depreciation schedule
 - FY 2023 941s: 3rd Quarter 2022, 4th Quarter 2022, 1st Quarter 2023, and 2nd Quarter 2023
 - FY 2023 Labor Distribution Report
 - Labor Distribution Report for the first paycheck in July 2023
 - 2022 Altera SOC 1 Report & 2023 Altera Bridge Letter
 - FY 2023 Pension-Related Reports:
 - January 1, 2023 Actuarial Valuation Report
 - GASB 67/68 Report for the year ended December 31, 2022
 - ACCG – DBP 12/31/2022 FS by Employer
 - ACCG 2022 DBP Trust FS
 - ACCG DBP Trustee SAS-114 YE December 31, 2022

- 2023 Census Data Listings
- ACCG-DB Examination 2022
- FY 2023 ACCG Retirement monthly invoices
- Access to all legal invoices paid during FY 2023
- FY 6/30/2023 Compensated Absences Leave Schedule in Excel
- 6/30/2023 Accrual History Report
- Invoices and receipt support for all samples pulled (will be provided at a later date)

- **General Fund**
 - FY 2023 EMS Monthly Billings
 - FY 2023 EMS Receivables Aging Report & Allowance for Doubtful Accounts Calculation
 - FY 2023 LMIG Award and Approved Road Project Listing
 - FY 2023 Planning and Zoning Receipt Logs (in Excel)
 - Building Permits
 - Business Licenses
 - Variance & Rezoning
 - Cell Tower Applications
 - Alcohol Licenses
 - FY 2023 Recreation Accounting Report for receipts collected during July 1, 2021 – June 30, 2023 by Sport/Program

- **Law Enforcement Confiscation Fund**
 - December 31, 2022 State Asset Forfeiture Report
 - FY 2023 Federal Equitable Sharing Report

- **Impact Fees Fund**
 - FY 2023 Annual Impact Fee Report

- **Landfill Fund**
 - FY 2023 Post Closure Calculation from the EPD Engineer
 - FY 2023 Landfill Remaining Capacity Report
 - FY 2023 Depreciation Schedule in Excel
 - FY 2023 Summarized Report of Landfill Ticket Fees by Month

- **Component Unit Audit Reports (when available)**
 - June 30, 2023 Jasper County Health Department Audit Report
 - December 31, 2022 Jasper County Development Authority Audit Report

The listings are not all inclusive and additional items will be requested. Please let me know if you have any questions regarding the information requested above. I can be reached at (478)746-6277 or email mgayle@mmmcpa.com

Sincerely,

McNair, McLemore, Middlebrooks & Co., LLC

By: *Marqukia Gayle*

Marqukia S. Gayle, CPA



389 Mulberry Street | Macon, Georgia 31201
Post Office Box One | Macon, Georgia 31202
478-746-6277 | mmmcpa.com

August 3, 2023

Jasper County, Georgia
126 W. Greene Street, Suite 18
Monticello, Georgia 31064

This letter sets forth our understanding for applying agreed-upon procedures we are to perform for the Georgia Environmental Protection Division and Jasper County, Georgia (County) with respect to the County's compliance with the local government financial test requirements under Municipal Solid Waste Landfill Criteria, 40 Code of Federal Regulations (CFR), Part 258, for the year ended June 30, 2023. The County is responsible for compliance with the local government financial test requirements under Municipal Solid Waste Landfill Criteria, 40 Code of Federal Regulations (CFR).

This engagement is solely for the purpose of reporting our findings regarding the results of the procedures performed as compared to local government financial test requirements under Municipal Solid Waste Landfill Criteria, 40 Code of Federal Regulations (CFR), Part 258. This report is intended for use by the Georgia Environmental Protection Division, management and Board of Commissioners of the County.

Prior to the completion of the engagement, you agree to provide us with written agreement and acknowledgment that the procedures performed are appropriate for the intended purpose of the engagement as noted above.

We will apply the agreed-upon procedures listed in the attached schedule.

We will conduct our engagement in accordance with the attestation standards for agreed-upon procedures engagements established by the AICPA. We are responsible for carrying out the procedures and reporting findings in accordance with these standards. We have no responsibility to determine the differences between the procedures to be performed and the procedures that we would have determined to be necessary had we been engaged to perform another form of attestation engagement.

Our report will list the procedures performed and our findings. Our report will be addressed to the Jasper County, Georgia and will be intended for use by and restricted to the use of the specified parties as identified above. Our report will contain such restricted-use language.

Should we have any reservations with respect to the subject matter, we will discuss them with you before the report is issued.

We have no responsibility to update our report for events and circumstances occurring after the date of our report.

As part of our engagement, we will request from management written confirmation concerning representations made to us in connection with the agreed upon procedures. You agree to provide such confirmation.

During the course of the engagement, we may communicate with you or with your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

Mr. Mike Benton, County Manager
August 3, 2023
Page 2

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

Our fees for this engagement will be \$2,500. If unexpected circumstances require significant additional time, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Pat Muse is the engagement partner and David C. McCoy is the engagement director for the services specified in this letter. Their responsibilities include supervising McNair, McLemore, Middlebrooks & Co., LLC's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the agreed-upon procedures report.

We will maintain the confidentiality of your personal information and will apply procedures to protect against any unauthorized release of your personal information to third parties.

We agree to retain our attest documentation or work papers for a period of five years from the date of our report

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our engagement including our respective responsibilities. If you have any questions, please let us know.

We appreciate the opportunity to be of service to you and look forward to working with you and your staff.

Respectfully,

McNair, McLemore, Middlebrooks & Co., LLC
McNAIR, McLEMORE, MIDDLEBROOKS & CO., LLC

David P. Muse, Jr. CPA

RESPONSE:

The letter correctly sets forth the understanding of Jasper County, Georgia.

Acknowledged and agreed on behalf by:

Name: _____

Title: _____

Date: _____

**AGREED-UPON PROCEDURES
FINANCIAL ASSURANCE REQUIREMENTS**

**EPD Permit #079-007D (C&D), Jasper County – SR 212, Monticello
EPD Permit #079-004D (SL), Jasper County – SR 212, Monticello**

Municipal Solid Waste Landfill

- (1a) We will compute the financial test alternative 2 ratios of resulting liquid ratio and resulting annual debt to service ratio for Jasper County, Georgia.
- (1b) We will compute the relative financial strength ratio for Jasper County, Georgia.
- (2) We will verify that Jasper County, Georgia has not run an operating deficit of 5 percent or more in the past two consecutive fiscal years.
- (3) We will verify that Jasper County, Georgia's financial report was prepared in accordance with generally accepted accounting principles and that an unmodified opinion was issued for Jasper County, Georgia financial statements for the completed year ended June 30, 2022.
- (4) We will verify that the assured costs estimated for the solid waste handling facility are identified in the Jasper County, Georgia annual operating budget and/or the annual financial report. The assured costs are the closure, postclosure and corrective action costs taken from the solid waste handling facility's design and operation plan.
- (5) We will verify the Chief Financial Officer of Jasper County, Georgia has written a letter containing the information specified in the regulations 40CFR 258.74 (f) (3) (I) (A) and has placed a copy of this letter in the operating record of the solid waste handling facility in Jasper County, Georgia.
- (6) We will verify that Jasper County, Georgia meets the requirements of the Governmental Accounting Standard Board (GASB) Statement 18. We will also verify that Jasper County, Georgia's annual financial report discloses the GASB 18 requirements and that a copy has been placed in the operating file at the solid waste handling site.
- (7) We will verify that a copy of the report of the independent certified public accountant on Jasper County, Georgia's financial statements for the year ended June 30, 2022 has been placed in the operating record of the waste handling facility.

Business Item 12:

Agenda Request – Jasper County BOC

Department: Board of Commissioners

Date: September 11, 2023

Subject: Schedule Work Sessions and Called Meetings as Needed

Summary:

Recommended Work Sessions to be Scheduled Include the Following:

2024 GDOT LMIG Application

2024 DCA CDBG Application

FY 2023 CIE Annual Update

Background:

Cost:

Recommended Motion: