

Pierce County Board of Commissioners
Public Hearing Minutes
Tuesday, October 5, 2021 5:45PM

Commissioners in Attendance

Neal Bennett, Chairman
Harold Rozier, District 1
Mike Streat, District 2
Randy Dixon, District 3
David Lowman, District 4

Staff in Attendance

Franklin Rozier, County Attorney
Jason Rubenbauer, County Manager
Amy Hitt, County Clerk

1. Call to Order – Chairman Bennett called the public hearing to order at 5:45 PM.
2. Invocation and Pledge of Allegiance – Commissioner David Lowman gave an invocation and Commissioner Mike Streat led the pledge of allegiance.
3. Road Closing Request from Jan Saunders to close a portion of Smiley Street that is in the County. – Lindsay Thomas, Zoning Administrator shared that Ms. Saunders requested that Smiley Street from Highway 32 to Lucas Street be closed. They own both sides of the street and they wish to be able to farm that land. The request was posted and advertised as required. Ala Mae Myles stated that she doesn't want the road closed.

Chairman Bennett adjourned the public hearing at 5:54 PM.

Pierce County Board of Commissioners
Regular Meeting Agenda
Tuesday, October 5, 2021 6:00 PM

Commissioners in Attendance

Neal Bennett, Chairman
Harold Rozier, District 1
Mike Streat, District 2
Randy Dixon, District 3
David Lowman, District 4

Staff in Attendance

Franklin Rozier, County Attorney
Jason Rubenbauer, County Manager
Amy Hitt, County Clerk

1. Call to Order – Chairman Bennett called the meeting to order at 6:00 PM

2. Invocation and Pledge of Allegiance – Commissioner Randy Dixon gave an invocation and Commissioner Harold Rozier led the pledge of allegiance.
3. Approval of Agenda

Commissioner Randy Dixon made a motion to approve the agenda as presented. Commissioner David Lowman seconded the motion and all voted aye. Motion was approved.

4. Approval of Minutes
 - a. Regular Meeting, September 7, 2021

Commissioner Randy Dixon made a motion to approve the minutes from the September 7, 2021 regular meeting as presented. Commissioner David Lowman seconded the motion and all voted aye. Motion was approved.

5. Presentation of a Proclamation to Celebrate the 100th Birthday of Jacob Lloye Davis, Jr. Jason Rubenbauer, County Manager read the proclamation and presented it to Mr. Davis with his family and the commissioners.

A Proclamation
In Celebration of the 100th Birthday of Jacob Lloye Davis, Jr.

On behalf of the Pierce County Board of Commissioners, I would like to acknowledge and celebrate Jacob Lloye Davis, Jr.

WHEREAS, he was born to Lloye and Cassie James Davis on October 6, 1921 as the 7th of 10 children. He enjoyed growing up with his brothers and sisters, playing and working on the family farm.

WHEREAS, he was raised in, and became a member of Beulah Baptist Church. He attended Alabaha School. He graduated in a class of 28 from the old high school, now known as the NFC building.

WHEREAS, after graduation, he moved to Virginia where he worked in the Navy shipyard until a draft notice came in 1943. He served in the US Navy and spent 9 months aboard the USS Intrepid. After World War II ended, he came home to Blackshear. While on a blind, double date, with one of his friends, Jacob met the love of his life, who just happened to be his friend's date. He took a chance and called her the next day. He has been married to Janell (Jenny) Henderson Davis for almost 75 years now. Lucky for Jacob the other guy was too short, according to Jenny.

FURTHERMORE, the Davis' have 5 children, Jay Davis, Jerry Davis, June Davis, Joy Strickland O'Gorman and Jane Davis Callahan. They have 11 grandchildren and 22 Great grandchildren. Jacob spent his adult life farming, in Pierce County. He served as a deacon in Beulah Baptist Church and he served on the Board of Education in the late 70's and 80's.

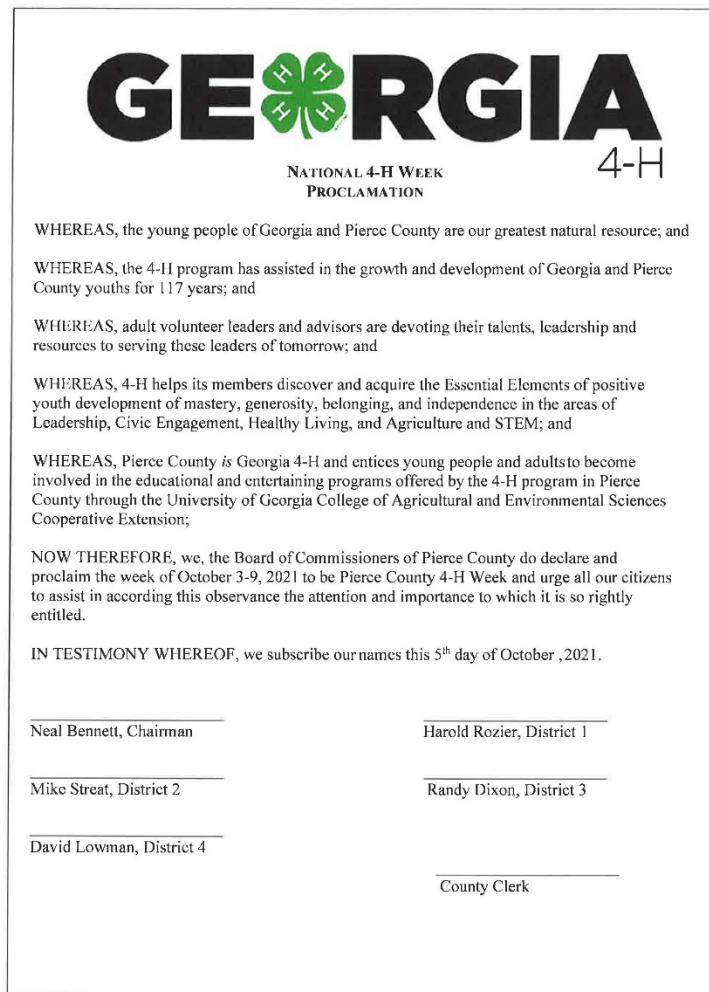
THEREFORE BE IT PROCLAIMED, that October 6, 2021 is a time celebrate Jacob Lloye Davis, Jr. on his 100th Birthday and wish him much happiness and continued health.

Humbly and respectfully submitted on this 5th Day of October 2021.

Neal Bennett, Chairman
Pierce County Board of Commissioners

6. Presentation of National 4-H Week Proclamation and recognition of some local 4-H'ers. Willie White III shared his experience with 4-H and how the program has helped shape and develop his life. Kaley Robbins shared a little about how her time in 4-H has helped her grow. Billie Ann King, 4H Agent shared a little about the programs in Pierce County and that its so much more than

agriculture. She also shared the appreciation of the support that comes from the Commissioners and the community as a whole. Jason Rubenbauer, County Manager read the proclamation and assisted the Commissioners in presenting it to the 4-H'ers present.



7. Public Comments

- a. Carol Hunter – Deplorable condition of Boyette Rd, Mershon, GA. Stated that the condition of Boyette Rd is horrible. The whole road is washed out and there are 2 spots that have water across the whole road. There are only ditches in small areas. The entire road needs ditches and some pipes need to be put in the road. Billy at the Road Dept told me he would be there this week and he was there but the road needs more attention than just grading.
- b. William D Lowman – Dirt Roads . Stated that the roads are in the worse shape they have ever been in. No pipes, not ditches they are horrible. Would hate to have to travel the dirt roads at night as public safety. Doesn't want to be a complainer all the time but would like to know if there is a record of the number of pipes installed annually and the location. Also we should be clipping the shoulders more to keep water off the roads.

8. County Manager Report

Financial Report & County Manager Report

October 5, 2021

- **Financial Report as of 08/31/2021**

- a. Revenues continue to trend in a positive direction with \$8.7 of projected \$9.8 million collected
- b. Total expenses are performing under budget

- **County Manager's Report**

- a. ***Departmental updates:***

- i. Public Works

1. Riverwoods Drive has been paved
2. Timber Lane is set to be paved in the next couple of weeks
3. Red Stone, Mulligan, Cardinal, & Bluebird paving project are set to begin near the end of October
4. Pre-Construction Conference for the final three roads took place last Wednesday. Construction is set to begin within the next four to five weeks

- ii. Fire/EMA

1. Pierce County Fire was awarded the ACCG Employee Safety Grant in the amount of \$2,500 which has been used to assist in covering the expenses of:
 - a. One (1) set of structure gear
 - b. Forty-eight (48) PAC 2 Carbon Hoods
 - c. Twenty (20) pairs of structural gloves
 - d. Thirty-five (35) public safety vests
 - e. Thirty (30) traffic safety cones

- b. ***Current and Upcoming Projects***

- i. Evaluation and determination to redraw the voting districts to ensure that all voters have an equal voice in all countywide, state, and national elections
- ii. Hazard Mitigation Plan – nearing the final stages
- iii. Local Option Sales Tax negotiations between the unincorporated county and all qualified municipalities (required within two years of each census)
- iv. Pierce County Five-Year Comprehensive Plan

9. Discussion and Request to approve a request from Jan Saunders to close a portion of Smiley Street that is in the County. Lindsay Thomas restated that the request to close Smiley Street from Highway 32 to Lucas St is from Ms. Saunders who owns both sides of the street. They want to close the street to be able to farm more of the property. Request was properly posted and advertised.

AGENDA REQUEST - INTERNAL

All items requiring action by the Commissioners must be filed in the Clerk's office by 12 Noon on the Wednesday prior to the first Tuesday regular monthly meeting. All agenda requests must be reviewed and approved by the Chairman of the Board.

DATE: September 16, 2021

TO: Pierce County Board of Commissioners

FROM: Lindsay Thomas, Zoning Administrator

RE: Road Closing of Smiley Street

FOR MEETING DATE: July 6, 2021

STATEMENT OF ISSUE: Jan Saunders request to close Smiley Street, Patterson. Ms. Saunders and family own the farm on both sides of Smiley Street. No one uses this street and it splits the farm.

Please attach any supporting documentation which you would like to present to the Board of Commissioners:

Parcel # 5
Gde. 085
Gde. 085B

**ROAD CLOSING PROCEDURES
PIERCE COUNTY, GA**

All applicants seeking to request the vacation, abandonment, discontinuance, and closure of any easement, public street, alleyway, road, public right of way, or other place used for travel, or any portion thereof, shall obtain from and make application to the Pierce County Planning & Codes Department, 312 Nichols Street, Suite 5, Blackshear, Georgia 31516.

1. Provide the name, phone number, and address of the petitioner, agent, or other.
*Made 5/11/21
Blackshear*
Jan Saunders 912-288-6309
5320 Hwy 121 Blackshear, GA 31516
Pan Hart 912-281-6205
2700 S. Fletcher Ave
Fernandina Beach, FL 32034
2. Provide the name, number or location of the road to be closed. Describe by popular name, length, legal description prepared by an attorney or registered surveyor, and a survey map (showing the platted limits, adjacent lands, and actual description of the portion of road to be closed). Use additional sheet(s) if necessary.
Smiley Street Patterson GA between
Highway 22 & Tyrebridge Road
(Lucas St Ext)
3. State the reason(s) for closing the road.
no housing on it & no traffic uses
road & it splits a farm
4. Describe the legal, ownership, or other interest the petitioner has in the road or street to be closed. Use additional sheet (s) if necessary.
owners J & J West Family LLC
Pan Hart
Jan Saunders
Gary West
Carol West wife

5. List the names, mailing addresses, and signatures of all owners of land served by the road, street, or right-a-way proposed for closing.

*Am Hart, No Houses are on Road
2000 S. Fletcher owners don't use road*

Signature:	Signature:
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Signature:	Signature:
------------	------------

Signature:	Signature:
------------	------------

Signature:	Signature:
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6. Have all of the adjoining land owners to the road or street been notified of the pending petition? *yes - we own both sides of Road*
7. Have all the adjoining land owners to the road or street consented to the petition for road closure? *yes*

ACCEPTED BY: *[Signature]* DATE: *9/1/2021* PERMIT: *14473* FEE: *\$400.00*

rec'd: 10/5/2021
attested: 10/14/2021

PAID

PETITION TO CLOSE A ROAD OR STREET PIERCE COUNTY, GA

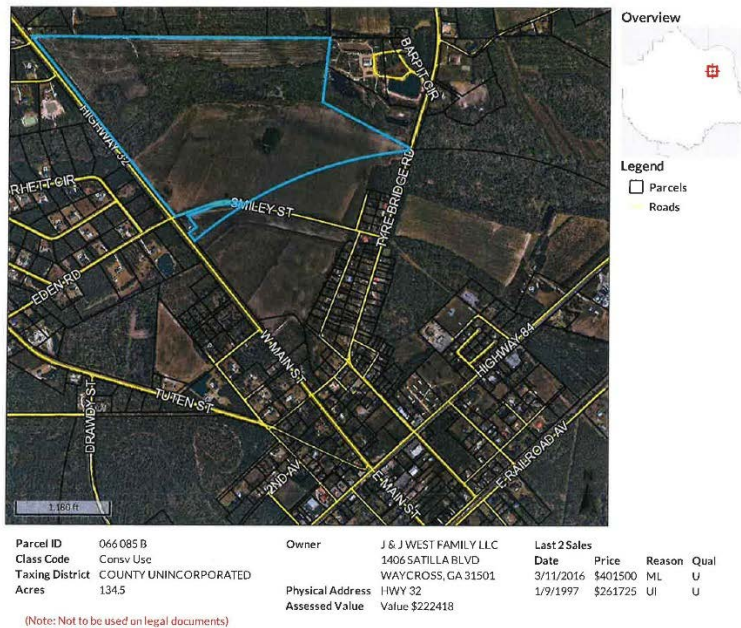
Petitioner Acknowledgment: I have furnished copies hereof to the County Attorney, Director of Road Department, Board of Commissioners, and Department of Public Safety (E911, Sheriff, Fire Department). I understand that I am obligated to pay all costs such as, but not limited to application fee, signage, advertising, and recording by the processing of this road or street closing.

STATE OF Georgia
COUNTY OF Pierce Co.

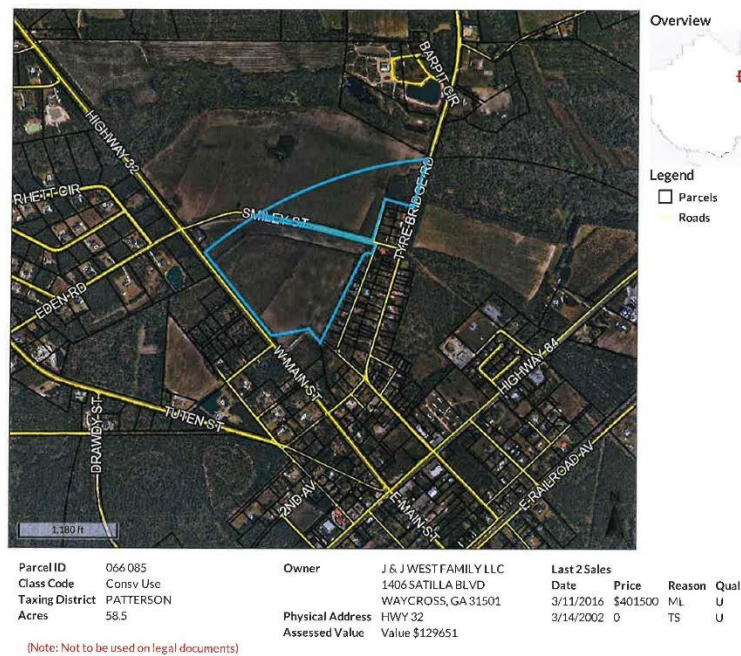
Before me the undersigned notary public, the petitioner Jan Sands or agent _____, who after being duly cautioned and sworn, deposed and said that the contents of this petition are true to the best of his/her knowledge and belief, this Sept day of 1, 2021.

[Signature]
Petitioner or Agent





Date created: 9/2/2021
 Last Data Upload: 9/2/2021 6:49:31 AM
 Developed by **Schneider** GEOSPATIAL



Date created: 9/2/2021
 Last Data Upload: 9/2/2021 6:49:31 AM
 Developed by **Schneider** GEOSPATIAL

Commissioner David Lowman made a motion to approve the request to close Smiley Street from Highway 32 to Lucas Street and deed the property to the family. Commissioner Randy Dixon seconded the motion and all voted aye. Motion was approved.

10. Discussion and Request to approve Intergovernmental Agreement between the Pierce County Board of Education, Pierce County Board of Commissioners and the Pierce County Extension/4-H for use of an area at 4850 County Farm Rd, Blackshear for the 4-H S.A.F.E. Shooting Sports.

BOARD APPROVED
Date 9-13-2021

STATE OF GEORGIA
PIERCE COUNTY

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT (hereinafter referred to as "Agreement") made and entered into this 16th day of August, 2021, by and between the **PIERCE COUNTY BOARD OF EDUCATION**, the governing authority of the Pierce County School District, (hereinafter referred to as "BOE"), and **PIERCE COUNTY, GEORGIA**, a political subdivision of the State of Georgia, acting by and through the Pierce County Board of Commissioners (hereinafter referred to as "County") and the University of Georgia Extension through the **PIERCE COUNTY EXTENSION/4-H** (hereinafter referred to as "Pierce County 4-H")

WITNESSETH

WHEREAS, the BOE is responsible for and holds ownership of the previous Pierce County High School located at 4850 County Farm Road, Blackshear, Georgia (hereinafter referred to as the "old high school");

WHEREAS, the Pierce County 4-H desires to use the old high school lunchroom/lobby area, located at 4850 County Farm Road, Blackshear, Georgia, for 4-H S.A.F.E Shooting Sports practices during the 2021-2022 4-H S.A.F.E (Shooting Awareness, Fun and Education) Team season beginning October 2021 and extending to October 2022 under American Income Life insurance coverage provided by Pierce County 4-H;

WHEREAS, the participation in such activities fosters a healthy development of mind, body, and spirit through the Pierce County 4-H S.A.F.E Shooting Sports Teams for youth of Pierce County.

WHEREAS, the parties hereto are desirous of entering into an intergovernmental agreement as provided for in ARTICLE IX, SECTION III, PARAGRAPH I of the 1983 GEORGIA CONSTITUTION, as thereafter amended, to provide for joint services, for the provision of services, or for the joint or separate use of facilities or equipment as referenced herein;

WHEREAS, the parties desire to set forth their understandings in writing;

NOW THEREFORE, for and in consideration of the mutual promises and undertakings set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the BOE, the County, and the Pierce County 4-H hereby agree as follows:

- 1) The BOE agrees to allow the Pierce County 4-H S.A.F.E Team use of the old high school lunchroom/lobby area.
- 2) The Pierce County 4-H hereby agrees to maintain the facility during use as it would any facility under its operational jurisdiction to include the following;
 - a) Ensure the facility is returned to its original state following each use;
 - i. All areas cleaned to include (restrooms, kitchen, bleachers, flooring, etc.);
 - ii. Ensure no occupants are remaining inside or outside the facility prior to the coach leaving the facility;
 - iii. All doors must be securely locked and checked prior to the coach leaving the facility;
 - b) Report any deficiencies of the facility to the BOE as soon as feasibly possible;
- 3) The Pierce County 4-H, agrees to indemnify, release, and hold harmless all elected or appointed officials, officers, agents, and employees from and against all liability, loss, costs, damages, fees and expenses (including attorney's fees) for any suit, claims settlement, award, penalty, fine, defense or judgment because of loss or damage to any person, property or right arising out of or in consequence of use of the old high school lunchroom/lobby area as agreed upon.
- 4) Miscellaneous Provisions.
 - a) Notice. Notice under this Agreement shall be in writing and shall be effective when actually delivered. If mailed, notice shall be deemed effective 48 hours after mailing as registered or certified mail, postage prepaid, directed to the other party at the address set forth below or such other address as the party may indicate by written notice to the other:

**Pierce County Board of
Education
834 East Main Street
Blackshear, GA 31516**

**Pierce County 4-H
705 College Ave.
Blackshear, GA 31516**

- b) Time. Time is of the essence of this Agreement.

Page 2 of 6

- c) Modification. The parties hereto agree in good faith to amend or modify this agreement where and when necessary. This Agreement may not be changed orally. All modifications of this Agreement must be in writing and must be signed by each party.
- d) Survival. Termination of this Agreement shall not affect the rights or obligations of the parties which arise prior to the termination.
- e) Waiver. Failure of any party at any time to require performance of any provision of this Agreement shall not limit the party's right to enforce the provision, nor shall any waiver of any breach of any provision be a waiver of any succeeding breach of any provision or a waiver of the provision itself for any other provision.
- f) Assignment. Except as otherwise provided within this Agreement, no Party hereto may transfer or assign this Agreement without the prior written consent of the other Parties.
- g) Law Governing. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.
- h) Presumption. This Agreement or any section thereof shall not be construed against any party due to the fact that said Agreement or any section thereof was drafted by said party or its agent(s) or representative(s).
- i) Entire Agreement. This Agreement contains the entire understanding between and among the parties and supersedes any prior understandings and agreements among them respecting the subject matter of this Agreement. The Recitals above set forth are part of this Agreement.
- j) Agreement Binding. This agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties hereto.
- k) Further Action. The Parties hereto shall execute and deliver all documents, provide all information and take or forbear from all such action as may be necessary or appropriate to achieve the purposes of this Agreement.
- l) Good Faith, Cooperation and Due Diligence. The Parties hereto covenant, warrant and represent to each other good faith, complete cooperation, due diligence and honesty in fact in all the performance of all obligations of the parties pursuant to this Agreement. All promises and covenants are mutual and dependent.

Page 3 of 6

- m) Savings Clause. If any provision of this Agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.
- n) Termination. This agreement may be terminated at any time by mutual written consent of the parties. The agreement shall remain in effect until October 2022 unless written notice is provided by either party.
- o) Claims. Any and all claims shall be subject to non-binding mediation prior to further legal proceedings.

SIGNATURES ON FOLLOWING PAGE

Page 4 of 6

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals the date and year first above written.

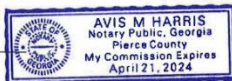
PIERCE COUNTY BOARD OF EDUCATION

BY: Duward Boatright
DUWARD BOATRIGHT, Chair

ATTEST: Dara Bennett
DARA BENNETT, Superintendent

Signed, sealed and delivered in the presence of:

Yvette Nantz
WITNESS
Avis M. Harris
NOTARY PUBLIC



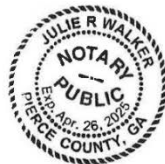
PIERCE COUNTY 4-H

BY: James Jacobs
JAMES JACOBS, Pierce County Extension CEC

ATTEST: Billie Ann King
BILLIE ANN KING, Pierce County 4-H Agent

Signed, sealed and delivered in the presence of:

Noby All
WITNESS
Julie R. Walker
NOTARY PUBLIC



Page 5 of 6

PIERCE COUNTY BOARD OF
COMMISSIONERS

BY: _____
NEAL BENNETT, Chair

ATTEST: _____
(AMY HITT, County Clerk)

Signed, sealed and delivered in
the presence of:

WITNESS

NOTARY PUBLIC

Page 6 of 6

Commissioner David Lowman made a motion to approve the Intergovernmental Agreement between the Pierce County Board of Education, Pierce County Board of Commissioners and the Pierce County Extension/4-H for use of an area at 4850 County Farm Rd, Blackshear for the 4-H S.A.F.E. Shooting Sports. Commissioner Randy Dixon seconded the motion and all voted aye. Motion was approved.

11. Discussion and request to approve Intergovernmental Agreement between the Pierce County Board of Education and the Pierce County Board of Commissioners for the reciprocal use of facilities for sports activities.

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT (hereinafter referred to as "Agreement") made and entered into this 5th day of October, 2021, by and between the **PIERCE COUNTY BOARD OF EDUCATION**, the governing authority of the Pierce County School District, (hereinafter referred to as "BOE"), and **PIERCE COUNTY, GEORGIA**, a political subdivision of the State of Georgia, acting by and through the Pierce County Board of Commissioners (hereinafter referred to as "County").

WITNESSETH

WHEREAS, the County is responsible for and holds ownership of a gymnasium located at 705 College Avenue, Blackshear, Georgia (hereinafter referred to as the "gym");

WHEREAS, the Pierce County Schools, whose governing authority is the Pierce County Board of Education, desires to use the gym, located at 705 College Avenue, Blackshear, Georgia, for basketball practices during the 2021-2022 schools' basketball season beginning October 2021;

WHEREAS, the gym is beneficial to student citizens who may participate in both County Recreation and BOE related recreational activities;

WHEREAS, the participation in such activities fosters a healthy development of mind, body, and spirit through activities that both the County and the BOE will benefit from for generations to come;

WHEREAS, a reciprocal agreement for use of any necessary facilities at area Pierce County schools, through strong collaboration, will be afforded to the Pierce County Parks & Recreation as the needs arise;

WHEREAS, the parties hereto are desirous of entering into an intergovernmental agreement as provided for in ARTICLE IX, SECTION III, PARAGRAPH I of the 1983 GEORGIA CONSTITUTION, as thereafter amended, to provide for joint services, for the provision of services, or for the joint or separate use of facilities or equipment as referenced herein;

WHEREAS, the parties desire to set forth their understandings in writing;

NOW THEREFORE, for and in consideration of the mutual promises and undertakings set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the BOE and the County hereby agree as follows:

- 1) The County agrees to allow the Pierce County Schools use of the gym as availability of schedule, as maintained by the Pierce County Parks & Recreation Department, permits.
- 2) The BOE hereby agrees to maintain the facility during use as it would any facility under its operational jurisdiction to include the following:
 - a) Ensure the facility is returned to its original state following each use;
 - i. All areas cleaned to include (restrooms, kitchen, bleachers, flooring, etc.);
 - ii. All lighting and heating and conditioned air systems must be turned off prior to vacating the facility;
 - iii. Ensure no occupants are remaining inside or outside the facility prior to the coach leaving the facility;
 - iv. All doors must be securely locked and checked prior to the coach leaving the facility;
 - b) Report any deficiencies of the facility to the Recreation Director or County Manager as soon as feasibly possible;
- 3) The BOE, on behalf of the Pierce County Schools and the Pierce County School District, agrees to indemnify, release, and hold harmless all County elected or appointed officials, officers, agents, and employees from and against all liability, loss, costs, damages, fees and expenses (including attorney's fees) for any suit, claims settlement, award, penalty, fine, defense or judgment because of loss or damage to any person, property or right arising out of or in consequence of use of the gym as agreed upon.
- 4) **Miscellaneous Provisions.**
 - a) **Notices.** Notice under this Agreement shall be in writing and shall be effective when actually delivered. If mailed, notice shall be deemed effective 48 hours after mailing as registered or certified mail, postage prepaid, directed to the other party at the address set forth below or such other address as the party may indicate by written notice to the other:

Pierce County Board of
Education
834 East Main Street
Blackshear, GA 31516

Pierce County Board of
Commissioners
312 Nichols Street
Blackshear, GA 31516

- b) Time. Time is of the essence of this Agreement.
- c) Modification. The parties hereto agree in good faith to amend or modify this agreement where and when necessary. This Agreement may not be changed orally. All modifications of this Agreement must be in writing and must be signed by each party.
- d) Survival. Termination of this Agreement shall not affect the rights or obligations of the parties which arise prior to the termination.
- e) Waiver. Failure of any party at any time to require performance of any provision of this Agreement shall not limit the party's right to enforce the provision, nor shall any waiver of any breach of any provision be a waiver of any succeeding breach of any provision or a waiver of the provision itself for any other provision.
- f) Assignment. Except as otherwise provided within this Agreement, no Party hereto may transfer or assign this Agreement without the prior written consent of the other Parties.
- g) Law Governing. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.
- h) Presumption. This Agreement or any section thereof shall not be construed against any party due to the fact that said Agreement or any section thereof was drafted by said party or its agent(s) or representative(s).
- i) Entire Agreement. This Agreement contains the entire understanding between and among the parties and supersedes any prior understandings and agreements among them respecting the subject matter of this Agreement. The Recitals above set forth are part of this Agreement.
- j) Agreement Binding. This agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties hereto.
- k) Further Action. The Parties hereto shall execute and deliver all documents, provide all information and take or forbear from all such

action as may be necessary or appropriate to achieve the purposes of this Agreement.

- l) Good Faith, Cooperation and Due Diligence. The Parties hereto covenant, warrant and represent to each other good faith, complete cooperation, due diligence and honesty in fact in all the performance of all obligations of the parties pursuant to this Agreement. All promises and covenants are mutual and dependent.
- m) Savings Clause. If any provision of this Agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.
- n) Termination. This agreement may be terminated at any time by mutual written consent of the parties. The agreement shall remain in effect until June 30, 2022 unless written notice is provided by either party.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals the date and year first above written.

PIERCE COUNTY BOARD OF EDUCATION

BY: _____
DUWARD BOATRIGHT, Chair

ATTEST: _____
DARA BENNETT, Superintendent

Signed, sealed and delivered in
the presence of:

WITNESS

NOTARY PUBLIC

PIERCE COUNTY, GEORGIA

BY: _____
NEAL BENNETT, Chairman

ATTEST: _____
AMY HITT, County Clerk

Signed, sealed and delivered in
the presence of:

WITNESS

NOTARY PUBLIC

Commissioner David Lowman made a motion to approve the Intergovernmental Agreement between the Pierce County Board of Education and the Pierce County Board of Commissioners for the reciprocal use of facilities for sports activities. Commissioner Randy Dixon seconded the motion and all voted aye. Motion was approved.

12. Discussion and Request to approve a resolution authorizing the Southern Georgia Regional Commission as the designated official to submit application for the GDOT Transit 5311 program on behalf of Pierce County for the FY2023 funding cycle.

RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION WITH THE GEORGIA DEPARTMENT OF TRANSPORTATION AND THE UNITED STATES DEPARTMENT OF TRANSPORTATION FOR A GRANT FOR PUBLIC TRANSPORTATION ASSISTANCE UNDER TITLE 49 U.S.C., SECTION 5311.

WHEREAS, the Federal Transit Administration and the Georgia Department of Transportation are authorized to make grants to non-urbanized (rural) areas for mass transportation projects; and

WHEREAS, the contract for financial assistance will impose certain obligations upon Applicant, including the provision of the local share of project costs; and

WHEREAS, it is required by the United States Department of Transportation and the Georgia Department of Transportation in accordance with the provisions of Title VI of the Civil Rights Act of 1964, that in connection with the filing of an application for assistance under the Federal Transit Act, the applicant gives an assurance that it will comply with Title VI of the Civil Rights Act of 1964 and the United States Department of Transportation requirements thereunder; and

WHEREAS, it is the goal of the Applicant that Minority Business Enterprise (Disadvantaged Business Enterprise and Women's Business Enterprise) be utilized to the fullest extent possible in connection with this project, and that definitive procedures shall be established and administered to ensure that minority business shall have the maximum feasible opportunity to compete for contracts and purchase orders when procuring construction contracts, supplies, equipment contracts, or consultant and other services.

NOW THEREFORE, BE IT RESOLVED BY Pierce County Board of Commissioners hereinafter referred to as the "Applicant",

1. That the Designated Official, Southern Georgia Regional Commission hereinafter, referred to as the "Official" is authorized to execute and file an application on the behalf of the Applicant, a City/County government, with the Georgia Department of Transportation to aid in the financing of public transportation assistance pursuant to Section 5311 of the Federal Transit Act.
2. That the Official is authorized to execute and file such application and assurances or any other document required by the U.S. Department of Transportation and the Georgia Department of Transportation effectuating the purpose of Title VI of the Civil Rights Act of 1964.
3. That the Official is authorized to execute and file all other standard assurances or any other document required by the Georgia Department of Transportation or the U.S. Department of Transportation in connection with the application for public transportation assistance.
4. That the Official is authorized to execute grant contract agreements on behalf of the Applicant with the Georgia Department of Transportation.

(Page 1 of 2)

5. That the Official is authorized to set forth and execute Minority Business Enterprise, DBE (Disadvantaged Business Enterprise) and WBE (Women Business Enterprise) policies and procedures in connection with the project's procurement needs as applicable.
6. That the applicant while making application to or receiving grants from the Federal Transit Administration will comply with FTA Circular 9040.1G, FTA Certifications and Assurances for Federal Assistance 2021 as listed in this grant application and General Operating Guidelines as illustrated in the Georgia State Management Plan.
7. That the applicant has or will have available the required non-federal funds to meet local share requirements for this grant application, and will reimburse the Official for any local share requirements on a proportional basis.

APPROVED AND ADOPTED this _____ day of _____, 2021.

Authorized Official

Type Name and Title

Signed, sealed and delivered this _____ day of _____, 2021 in the presence of

Witness

Notary Public/Notary Seal

CERTIFICATE

The undersigned duly qualified and acting _____ of _____
(Title of Certifying/Attesting Official) (Applicant's Legal Name) certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting held on _____, 2021.

Name of Certifying/Attesting Officer

Title of Certifying/Attesting Officer

(Place Seal Here)

(Page 2 of 2)

Commissioner Mike Streat made a motion to approve the resolution authorizing the Southern Georgia Regional Commission as the designated official to submit application for the GDOT Transit 5311 program on behalf of Pierce County for the FY2023 funding cycle. Commissioner Randy Dixon seconded the motion and all voted aye. Motion was approved.

13. Discussion and request to approve Resolution 2021.10.05.01 to authorize the purchase of cyber security upgrades for \$9,745.00 from the ARPA Funds.

RESOLUTION OF PIERCE COUNTY
TO AUTHORIZE THE PURCHASE OF ITEMS FROM THE AMERICAN RESCUE PLAN ACT FUNDS
2021.10.05.01

WHEREAS, Pierce County has identified a lack of sufficient funds to address the need for cyber security items; and

WHEREAS, the American Rescue Plan Act funds are designated to help with the economic impacts of the COVID-19 pandemic; and

WHEREAS, Pierce County has a need to improve the cyber security firewall for the County to ensure that operations will continue; and

WHEREAS, Pierce County has chosen to purchase the Sophos Cyber Security Firewall for all county buildings at a price not to exceed \$9,745.00 to ensure protection of all county computers and electronic information; and

WHEREAS, Pierce County has received funds from the American Rescue Plan Act to make these types of purchases;

THEREFORE, be it resolved that Pierce County Board of Commissioners authorizes the purchase of the Sophos Cyber Security Firewall from Trinity Network Consulting for no more than \$9,745.00 from American Rescue Plan Act funds.

SO RESOLVED this 5th day of October, 2021.

Neal Bennett, Chairman

Harold Rozier, District 1

Mike Streat, District 2

Randy Dixon, District 3

David Lowman, District 4

ATTEST (County Clerk-Seal)

Commissioner Harold Rozier made a motion to approve Resolution 2021.10.05.01 as presented. Commissioner Mike Streat seconded the motion and all voted aye. Motion was approved.

14. Discussion and request to approve Resolution 2021.10.05.02 to authorize the transfer \$433,624.00 from the ARPA Funds to the General fund for specific purchases. Chairman Bennett asked Santo Nino, Fire Chief to share a little about the equipment to be purchased. The radios will allow all of the public safety and road department to communicate with 911 especially during extreme emergency situations. The SCBAs will update us from the 1981 units that we are currently using. The new SCBAs will give us points in the ISO review that we are currently going through and the new ones should easily last 15 – 25 years.

RESOLUTION OF PIERCE COUNTY
TO AUTHORIZE THE TRANSFER OF FUNDS FROM THE AMERICAN RESCUE PLAN ACT FUND TO THE GENERAL FUND
2021.10.05.02

WHEREAS, Pierce County has identified revenue loss in the general fund under the American Rescue Plan Act calculations; and

WHEREAS, the American Rescue Plan Act funds are designated to help with the economic impacts of the COVID-19 pandemic; and

WHEREAS, Pierce County has a need to reimburse the general funds for the purpose of expenditures; and

WHEREAS, Pierce County has chosen to make a purchase of 40 Self Container Breathing Apparatus' for the Fire Departments of the county in an amount not to exceed \$340,000.00; and

WHEREAS, Pierce County has chosen to make a purchase of 80 Portable Kenwood Radios – compatible with our current E911 radio system for all Public Safety and Road Department equipment in an amount not to exceed \$59,936.00; and

WHEREAS, Pierce County has chosen to make a purchase of a drone from Vector Solutions to be utilized by the Office of the Sheriff and other county departments as needed; and

WHEREAS, Pierce County has received funds from the American Rescue Plan Act to make these types of purchases;

THEREFORE, be it resolved that Pierce County Board of Commissioners authorizes the transfer of \$433,624.00 from American Rescue Plan Act funds for the above referenced purchases.

SO RESOLVED this 5th day of October, 2021.

Neal Bennett, Chairman

Harold Rozier, District 1

Mike Streat, District 2

Randy Dixon, District 3

David Lowman, District 4

ATTEST (County Clerk-Seal)

Commissioner David Lowman made a motion to approve resolution 2021.10.05.02 as presented. Commissioner Randy Dixon seconded the motion and all voted aye. Motion was approved.

15. Discussion and request to approve recommendations for purchases from the Fire Chief and the Sheriff.

- a. 40 SCBA's from MECO \$340,000.00
- b. 80 Kenwood Radios from Monroe Communications \$59,936.00
- c. Drone from Vector Solutions \$33,688.00

Commissioner David Lowman made a motion to approve the recommended purchases as presented from MECO, Monroe Communications and Vector Solutions. Commissioner Randy Dixon seconded the motion and all voted aye. Motion was approved.

16. Discussion and request to approve recommendation from Fire Chief on the replacement of the existing fire pump and fire pump motor at the Courthouse for the fire suppression system from Star Fire Sprinklers, Inc. Santo Nino, Fire Chief asked the Commission to approve the replacement of the fire pump and fire pump motor for the Courthouse from Star Fire Sprinklers at \$16,525.00.

Commissioner Randy Dixon made a motion to approve the request to approve the purchase form Star Fire Sprinklers for \$16,525.00. Commissioner David Lowman seconded the motion and all voted aye. Motion was approved.

17. Discussion and request for permission to add a modular unit to the Head Start Center, at no cost to the County, for the purpose of meeting space and other special needs by Action Pact.

Commissioner Randy Dixon made a motion to approve the request from Action Pact to be allowed to add a modular unit to the Head Start Center as long as there is no cost to the county. Commissioner David Lowman seconded the motion and all voted aye. Motion was approved.

18. Discussion and request to seek bids for GIS services by the Tax Assessor. Bill Rozier Chief Appraiser shared that he believes that we can get a better price on GIS services if we seek bids this year.
Commissioner David Lowman made a motion to seek bids for GIS services. Commissioner Harold Rozier seconded the motion and all voted aye. Motion was approved.

19. Discussion and request to seek bids for changing all county facility bathrooms to touchless through the ARPA Funds. Jason Rubenbauer, County Manager asked that we seek proposals for changing all county facility bathrooms to touchless through the ARPA funds.

Commissioner Randy Dixon made a motion to seek proposals for changing all county bathroom facilities to touchless. Commissioner David Lowman seconded the motion and all voted aye. Motion was approved.

20. Discussion and request to approve Resolution 2021.10.05.03 to terminate the agreement between the Pierce County Sheriff, Pierce County Board of Commissioners and City of Blackshear for the detention of persons arrested for violation of municipal ordinances and other violations within the criminal jurisdictional venue of the records court.

A RESOLUTION TERMINATING AN AGREEMENT BETWEEN THE PIERCE COUNTY SHERIFF, PIERCE COUNTY BOARD OF COMMISSIONERS AND THE CITY OF BALCKSHEAR FOR THE DETENTION OF PERSONS ARRESTED FOR VIOALTION OF MUNICIPAL ORDINANCES AND OTHER VIOLATIONS WITHIN THE CRIMINAL JURISDICTIONAL VENUE OF THE RECORDERS COURT

RESOLUTION NO. 2021.10.05.03

WHEREAS, an Agreement was made and entered into on the 31st day of October, 2013, by and between the City of Blackshear, Georgia, a municipal corporation, and Pierce County, a political subdivision of the State of Georgia, by and through the Board of Commissioners of Pierce County, and approved by Ramsey Bennett in his capacity as the duly elected Sheriff of Pierce County, Georgia; and

WHEREAS, on September 28, 2020, the Sheriff tendered written notice to the City of Blackshear of his intent to terminate the aforementioned Agreement pursuant to paragraph 5 thereof, to be effective December 31, 2020; and

WHEREAS, the City of Blackshear and the Sheriff of Pierce County, Georgia, have been unable to establish a new Agreement for the detention of persons charged with violation of municipal ordinances and other violations within the jurisdictional venue of the Records Court; and

WHEREAS, state law prohibits the collection of additional penalties through O.C.G.A. §15-21-90 et seq., in any municipal court or other court operated by a municipality unless an intergovernmental contract exists; and

WHEREAS, the Pierce County Board of Commissioners recognizes and supports the authority of the Sheriff to be the chief negotiator of such agreements, in accordance O.C.G.A. § 42-4-1, as the jailer of the County;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of Pierce County, Georgia, hereby approves the termination of aforementioned Agreement effective 12:59 P.M., December 31, 2020.

BE IT FURTHER RESOLVED, that the County Manager, or his/her designee, shall request a detailed report of all payments received from the City of Blackshear for additional penalties charged and/or collected from January 1, 2021, through the current date and shall remit payment back to the City of Blackshear for such payments that have been proven or shown to have been made in error or in violation of O.C.G.A. §15-21-90 et seq.

BE IT FURTHER RESOLVED, that this Resolution shall become effective when passed and adopted, and that all resolutions and parts of resolutions in conflict with this Resolution are hereby repealed.

SO RESOLVED, APPROVED, AND ADOPTED by the Board of Commissioners of Pierce County, Georgia, this 5th day of October, 2021, nunc pro tunc to 01/01/2021.

Neal Bennett, Chairman

Harold Rozier, Commissioner, District 1

Mike Streat Commissioner, District 2

Randy Dixon Commissioner, District 3

David Lowman Commissioner, District 4

Attest: _____
Amy Hitt County Clerk

Commissioner Harold Rozier made a motion to approve Resolution 2021.10.05.03 to terminate the agreement between the Pierce County Sheriff, Pierce County Board of Commissioners and City of Blackshear for the detention of persons arrested for violation of municipal ordinances and other violations within the criminal jurisdictional venue of the records court. Commissioner Randy Dixon seconded the motion and all voted aye. Motion was approved.

21. Discussion and request to appoint Jason Rubenbauer, County Manager as the 2021 voting delegate for Pierce County during the ACCG Legislative Conference.

Commissioner David Lowman made a motion to appoint Jason Rubenbauer, County Manager and the 2021 Voting Delegate at the Legislative Conference. Commissioner Harold Rozier seconded the motion and all voted aye. Motion was approved.

22. Discussion and request to approve the ACCG Legislative priorities, in ranking order, as they pertain to Pierce County.

Policy Committee Recommendations for ACCG 2022 Legislative Agenda

1. Expansion of Sales Tax to Include Digital Goods - ACCG asks the General Assembly to help counties reduce their reliance on property tax by expanding the existing sales tax base through reductions in exemptions and including additional services and digital goods such as digital music, books, and video. Commissioners should also be granted greater flexibility to determine the appropriate local sales tax rate for their county.
2. Strongly urge the Governor and the Supreme Court to create a Unified Salary Study Committee. The State's highest courts, Supreme Court, Court of Appeals, Superior Courts and District Attorneys are all state constitutional officers. They deserve a fair and balanced compensation structure with equal compensation across the State. ACCG urges the eventual elimination of local supplements and shifting the salaries to the state budget.
3. Authorize Counties to Abolish the Elected Office of Coroner - ACCG opposes amending Georgia's Constitution to add any additional county elected officials as constitutional officers since this would unduly complicate relations with the county governing authority on such issues as contracting, purchasing, budgeting and other administrative matters. Rather than making coroners constitutional officers or fulltime employees with substantial statutory pay raises, as has been proposed in recent years, ACCG supports legislation allowing counties to abolish the elected office of the coroner and instead contract with or hire an at-will coroner to fulfill state-required coroner duties.
4. Right-of-Way Occupancy Fee – Cities are legally permitted to charge utility providers a franchise fee. Unlike cities, counties are not legally permitted to charge utilities (other than cable companies) a franchise fee for locating in their right-of-way. Instead, utilities have access to the county right-of-way completely free of charge. To take the burden of utility relocation off property taxpayers and require utilities to pay for their "costs of doing business," ACCG asks the General Assembly to allow counties the option to levy a right-of-way rental or usage fee on utility services to compensate counties for costs associated with providing utilities access to public rights-of-way. In addition, ACCG asks the General Assembly to eliminate the current franchise fees and taxes on telecommunication service providers and replace these revenues with a local telecommunications excise tax. The local revenues should be split between the counties and the cities based upon a population formula.
5. Support the Georgia Emergency Communication Authority (GECA) to seek an increase in the current 911 fee of \$1.50 to \$2.00 per line to fund Next Generation 911 and additional training. The extra .50 cents will be split equally between the local PSAP's and the Authority.
6. Federal Inmate Exclusion Policy – ACCG requests that the federal government allow federal benefits such as Medicaid, Veterans Affairs, and the Children's Health Insurance Program (CHIP) to remain active for eligible inmates / detainees in local jails pre-adjudication. Federal law prohibits the use of federal funds and services for medical care provided to "inmates of a public institution." The federal law does not differentiate between a convicted inmate and a person incarcerated prior to conviction. The "Medicaid Inmate Exclusion Policy" should be rescinded for those awaiting trial that have not been convicted. Those accused should not lose their federal health benefits until the adjudication process is complete for those individuals in a pretrial status. This policy creates a financial burden for counties and adds to the behavioral and mental health crises our communities are experiencing.
7. Title Agent Fees and Equipment Costs – Although tag and title administration is a state function, counties currently provide all of the equipment for and data input into the tag and title system but have not received an increase in compensation for such services. The costs to counties for these functions are increasing, particularly in light of the state's transition to a new computerized title, tag, and driver records system. Currently the county receives only \$.50 for each title processed and \$1.00 for each tag processed, with the remaining fees being paid to the state. ACCG recommends that the title fee be raised from \$18.00 to \$20.00 and the fee for a replacement title be raised from \$8.00 to \$20.00. All of the additional funds raised by these fees should be paid over to the county to help pay for the operations of the tax commissioner's office. In addition, the counties' share of the base tag fee should be increased.
8. Adopt permanent reciprocity for EMTs licensed in other states as long as they meet or exceed Georgia's requirements.
9. Modernize the reimbursement system for Medicaid transports by removing the arbitrary rule that disallows reimbursement for the first 10 miles of vehicle transport and bring base rate for transports to the Medicare rate. Additionally, there must be reimbursement for EMS calls that do not result in transport. The EMS crew can often stabilize a patient, eliminating a trip to the ER or a re-admission to the hospital.
10. Public Notification of Tax Increase – The tax increase notice required under the Taxpayer Bill of Rights has created great confusion about tax increases for the public. To promote public notification of tax increases, ACCG requests that the notification required by the Taxpayer Bill of Rights and the five-year history be replaced with one annual notification that is simple for the taxpayer to understand. Additionally, the General Assembly should consider exempting those local governments with "floating" homestead exemptions from compliance with these additional notification steps, in the same manner as the General Assembly has exempted the City of Atlanta.
11. Reform Annexation Dispute Resolution/Arbitration Process - While annexation of unincorporated areas by municipalities may be appropriate, it may also be abused when its primary objectives are the expansion of the city tax base or to circumvent the county's land use plan or zoning ordinance, particularly to increase population density. These tactics may cause significant service delivery problems and negatively impact surrounding property owners and values. In hopes of resolving these problems, a uniform annexation arbitration/dispute resolution process was enacted by the 2007 General Assembly. While this process has slightly improved negotiations between cities and counties over controversial annexations, the law has not been changed in 14 years and improvements are needed to help ensure more fairness for unincorporated residents negatively impacted by adjacent, conflicting land uses. ACCG's 2021 Annexation Arbitration Subcommittee has made specific recommendations to improve the arbitration process (see attachment).
12. Development Authorities / Property Tax Abatement - ACCG encourages the Georgia General Assembly to address the inequities that can occur when economic development incentives are used, including the use of "payments in lieu of taxes" (PILOT). When economic development incentives result in abatement of property taxes, the use of PILOTs and other legal mechanisms can lead to one local government recouping some or all of its lost property taxes while other local governments suffer the full impact of the abated taxes. ACCG requests that the General Assembly change state law to require a written confidential notice regarding proposed economic development projects be provided to the local taxing authorities directly impacted by a tax abatement. ACCG also urges the General Assembly to authorize a process for the local governing authority to remove development authority appointees. In addition, the rights of those who are allowed to participate in bond validation proceedings should be expanded to include local taxing authorities who are directly impacted by said bonds.
13. The Governor and legislature must provide equal funding to the locals to create jail diversion programs and provide an adequate number of Crisis Stabilization Units to serve all counties. Additional funding should also be provided to establish and maintain mental health courts in all judicial circuits.
14. Creation of New Cities – The creation of new cities duplicates local administrative structures and can disrupt long term planning, create service delivery challenges and inefficiencies, and impose greater costs on taxpayers both within and outside the new city. Most procedures governing cityhood creation are in House and Senate rules and can be changed at any time. ACCG recommends incorporating current legislative rules and additional measures into state law to provide more certainty, clarity and equity in the incorporation process, including:
 - Expanding the proposed city's financial viability study to determine the financial impact on the county and other municipalities, and the impact on service delivery areas, agreements and investments;
 - Expanding the vote to create a new city to all citizens of the county;
 - Prohibiting "city lites", supposedly limiting the services a new city may provide as we believe that this is unconstitutional;
 - Requiring new cities to provide more than just three services and better ensuring that these services are, in fact, provided;
 - Reinstating the "3-mile" provision, prohibiting the creation of a new city within three miles of an existing city;
 - Prohibiting the creation of any unincorporated islands in a new city; and
 - Requiring that the legislation to create a new city be sponsored by a legislator whose district falls, in whole or in part, within the proposed city's boundaries.
15. Single County TSPLOST: Allow for Collection of Tax for Maximum Time Period - ACCG supports legislation allowing the sales tax from Single County TSPLOST to be collected for the full term specified on the ballot referendum. Current law allows Single County TSPLOST to be imposed for a maximum of up to five years with the tax ending once the Department of Revenue has determined that the tax has reached the revenue amount estimated and specified in the ballot referendum. This flexibility is allowed in regular SPLOST law; therefore, this change would establish uniformity amongst the two local option sales taxes.
16. The Department of Public Health recently adopted a rule that created a certification for an EMT-R, a position that can only drive the truck and cannot treat patients. ACCG urges DPH to consider adding the requirement that EMT-R's start the EMT certification process within six months of receiving the EMT-R certification.
17. Disposal and Reuse of Biosolids/Drinking Water Plant Residuals – ACCG encourages state and federal agencies to provide technical support, incentives and financial resources for the management, disposal and beneficial reuse of biosolids and drinking water plant residuals.
18. Update the Georgia Statute that references Superior Court Judges receiving 2/3 of their local supplement upon taking Senior Status. The statute is outdated and references an obsolete retirement plan that the Judicial Retirement System replaced.

Commissioner David Lowman made a motion to approve the legislative priorities in the order presented. Commissioner Randy Dixon seconded the motion and all voted aye. Motion was approved.

23. Discussion and request to seek bids for a new roof for 711 Hendry Street, the Senior Center building.

Commissioner Mike Streat made a motion to seek bids for a new roof at 711 Hendry St. Commissioner Randy Dixon seconded the motion and all voted aye. Motion was approved.

24. Discussion and request to seek bids for the reappraisal of all agricultural, commercial and residential property as requested by the Chief Appraiser and Board of Assessors. Bill Rozier Chief Appraiser stated that this was last done in 2012 so we need to get it done. This would be for the 2023 Digest.

Commissioner Harold Rozier made a motion to seek bids for reappraisal services for all commercial and residential property in the county. Commissioner David Lowman seconded the motion and all voted aye. Motion was approved.

25. Discussion and request to seek bids for annual services of fire extinguishers and hood systems, pest control services and culvert pipe supplier.

Commissioner David Lowman made a motion to seek bids for the annual services of fire extinguishers and hood systems, pest control services and culvert pipe supplier. Commissioner Mike Streat seconded the motion and all voted aye. Motion was approved.

26. Adjourn – Chairman Bennett adjourned the meeting at 7:18 PM.