

**PIERCE COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA
TUESDAY, OCTOBER 8, 2019 AT 6:00 PM**

CALL TO ORDER – Chairman Bennett called the meeting to order at 6:00 PM

INVOCATION/PLEDGE OF ALLEGIANCE – Commissioner David Lowman gave an invocation and led the pledge of allegiance.

1. Review of Minutes
 - a. Regular Meeting Minutes September 3, 2019
 - b. Closed Session Minutes September 3, 2019

Commissioner Randy Dixon made a motion to approve the minutes from the regular meeting on September 3, 2019 and the closed session minutes from September 3, 2019. Commissioner Harold Rozier seconded the motion, all voted aye. Motion approved.

2. Public Comment: John Nail, Republic Services - Discuss Solid Waste Services.
3. Public Comment: Stephanie Bell, Pierce Co Family Connection – Discussion on doing a mural on the Senior Center building with Leadership Pierce. Ms. Bell presented the project as a joint effort between the Leadership Pierce Class of this year and the Pierce Co Family Connection office. They would like to create a mural on the end of the building at 707 Hendry Street that is a set of angel wing with the wording Blessed in Blackshear. They plan to use the mural as a fund raiser for the seniors and there will be no cost to the county for this project.

Commissioner Randy Dixon made a motion to approve the request to allow the mural to be done on the building at 707 Hendry Street. Commissioner Mike Streat seconded the motion, all voted aye. Motion approved.

4. County Manager’s Report & Financial Report for August 2019. Mr Rubenbauer shared the below summary of activities for the county.

Financial Report as of 08/31/2019

- a. Current financial position is strong
 - i. Unrestricted cash is up 16.5% (\$546,869.02)
 - ii. Restricted cash is up 13.1% (\$499,738.56) (TIA Funds)
 - iii. Total Cash in Bank is up 14.7% (\$1,046,607.58)
 - iv. General Fund Expenditures down 8.2% (\$495,094.27)

County Manager Report

- b. ACCG Legislative Leadership Conference
 - i. Top 3 Priorities for Pierce County

1. Require Online Platforms to Collect Sales Tax
 2. Right to Place Fees on the Property Tax Bill
 3. Federal Coverage of Inmates Awaiting Trial
- c. FEMA Projects
- i. W. Horseshoe Road Wing Wall Replacement
 1. Completed 9/26/2019
 - ii. Mershon Road
 1. Pipes installed 10/3/2019
 2. Concrete poured 10/8/2019
 3. Road to be reopened 10/9/2019
- d. Laura Chapel Road
- i. Construction has begun
 - ii. Received word from TR Long Engineering that a call for first structural steel inspection has been called for and should take place this week
- e. Ware Street Update
- i. Work scheduled to begin at the end of this month
- f. Cason Road Project Update
- i. Pre-construction meeting scheduled for 10:00 am this Thursday with GDOT and the contractors for the project
- g. RFP for sale of timber land clearing should be in this week's paper
- i. Recreation Department land at Ware Street and Yeomans Street
 - ii. New School Road location for new fire station
 - iii. St. John's Church Road for new fire station
- h. Veteran's Day Appreciation Lunch
- i. Friday, November 8, 2019
 - ii. Piggly Wiggly—Blackshear
 - iii. 11:00 am—1:00 pm
 - iv. Come out to support our local veterans
5. Approval of Resolution to participate in the Southeast Georgia Regional Development Authority. Matt Carter, IDBA Director asked that the Board move forward with participation and approve the following resolution.

A RESOLUTION AUTHORIZING THE PARTICIPATION OF PIERCE COUNTY IN THE SOUTHEAST GEORGIA REGIONAL DEVELOPMENT AUTHORITY

RESOLUTION NO. 2019-10

A RESOLUTION of the PIERCE COUNTY BOARD OF COMMISSIONERS authorizing Pierce County to join the Southeast Georgia Regional Development Authority

WHEREAS, Article IX, Section VI. P. III. Of the Constitution of the State of Georgia, declared that the development of trade, commerce, industry and employment opportunities is a public purpose valuable to the welfare of the people of the State of Georgia and the General Assembly has enacted legislation for the creation of development authorities under the provision of O.C.G.A. § 36-62-5.1 which provides for the creation of joint development authorities by two or more communities; and

WHEREAS, under the provisions of O.C.G.A. § 36-62-4, a joint development authority has been activated by resolution of the Board of Commissioners of those counties participating in the creation of the Southeast Georgia Regional Development Authority; and

WHEREAS, by resolution of the participating Boards of Commissioners of each respective County, have duly recognized and authorized the addition of Pierce County to the Southeast Georgia Regional Development Authority; and

WHEREAS, it has been determined by the Board of Commissioners of Pierce County, Georgia, that in order to promote trade, commerce, industry and increased employment opportunities for the public good and general welfare, it is in the best interest of Pierce County to participate in a regionalized system for economic development by joining the counties of Appling, Bacon, and Jeff Davis, into the Southeast Georgia Regional Development Authority;

NOW, THEREFORE, BE IT RESOLVED BY THE Pierce County Board of Commissioners that this governing body authorizes the Pierce County to participate in the Southeast Georgia Regional Development Authority; and

BE IT FURTHER RESOLVED, Pierce County agrees to contribute to the Authority 58.12 acres of land in its Industrial Park; and

BE IT FURTHER RESOLVED, that Pierce County shall have entitled to three members who shall be appointed to the Board of Directors of the Authority who shall be as follows, to serve terms as indicated:

1. Neal Bennett—Chairman, Pierce County BOC—Two year term.
2. Steven Paul—Chairman, Pierce County IDBA —Four year term.
3. Matt Carter—Executive Director, Pierce County IDBA —Four year term; and

BE IT FURTHER RESOLVED, that the members appointed to the Board of Directors of the Authority by Pierce County shall be residents and taxpayers of Pierce County; and

BE IT FURTHER RESOLVED, that this Resolution shall be effective immediately upon its adoption by the Board of Commissioners of Pierce County and the concurrent adoption of similar Resolutions by the Board of Commissioners of Appling, Bacon, and Jeff Davis accepting the participation of Pierce County in the Development Authority.

Commissioner Harold Rozier made a motion to approve the above resolution to participate in the Southeast Georgia Regional Development Authority. Commissioner David Lowman seconded the motion, all voted aye. Motion approved.

6. Approval of Intergovernmental Agreement with Appling, Bacon & Jeff Davis counties to enter the Southeast Georgia Regional Development Authority.

INTERGOVERNMENTAL AGREEMENT

AGREEMENT (this "Agreement" and this "2019 Agreement"), made and entered into effective the ____ day of _____, 2019, by and between the Boards of Commissioners (the "Boards") of Appling, Bacon, Jeff Davis and Pierce Counties, Georgia (the "Counties", or individually "County").

R E C I T A L S :

A. The Boards of Appling, Bacon and Jeff Davis Counties adopted Resolutions creating and activating the Southeast Georgia Regional Development Authority (the "Authority"), pursuant to O.C.G.A. §36-62-5.1 and other applicable provisions of the Georgia Development Authorities Law.

B. The Boards of said Counties adopted and executed that certain Intergovernmental Agreement dated August ____, 1995 (the "1995 Agreement") regarding sharing of ad valorem tax revenues from Authority projects.

C. With the addition of Pierce County to the Authority, the Counties need and desire to amend the 1995 Agreement to address the rights and obligations of Pierce County as well as the other Counties comprising the Authority.

D. The Counties enter into this Agreement to set forth their respective understandings and agreements.

NOW, THEREFORE, in consideration of the benefits to each of the Counties and the citizens thereof, it is agreed as follows:

1. Each of the four Counties of Appling, Bacon, Jeff Davis and Pierce shall bear equal responsibility for the budget and expenditures of the Authority, and each County shall likewise be entitled to an equal share of the net revenues and retained earnings of the Authority, if any, in the event of the dissolution of the Authority; except as set forth herein.

2. Pierce County shall, and contemporaneously herewith does, contribute to the Authority the industrial park property described in Exhibit A attached hereto and incorporated herein. Said property shall hereafter be considered property of the Authority for all purposes.

3. With respect to projects already under way or imminently anticipated, the Counties agree as follows;

3.1. All rights and obligations with respect to the Appling Pellets Project and property shall remain rights and obligations of Appling, Bacon and Jeff Davis Counties, including rights to ad valorem taxes and rail spurs.

3.2. All rights and obligations with respect to the Life Cottages Project and property (including any future project on such property) shall remain rights and obligations of Appling, Bacon and Jeff Davis Counties, including rights to ad valorem taxes and note payment obligations to the Development Authority of Appling County.

3.3. Any and all rights and obligations which may materialize in connection with the proposed Project Angus shall remain rights and obligations of Appling, Bacon and Jeff Davis Counties, including rights to ad valorem taxes and any attendant payment obligations.

3.4. All Authority funds currently on deposit shall belong to Appling, Bacon and Jeff Davis Counties, and all payment liabilities currently in existence shall be the obligation of Appling, Bacon and Jeff Davis Counties.

4. Any and all rights and obligations which may materialize in connection with the proposed Project Snapper (hemp project) shall reside with the Authority Counties as reconstituted, being Appling, Bacon, Jeff Davis and Pierce Counties.

5. Pierce County shall participate equally with the other Counties in any future project proposed for location in the Authority's Sweetwater Industrial Park in Appling County, Georgia (excluding the Appling Pellets property).

6. Each County shall be entitled to an equal share of the ad valorem taxes and other taxes, licenses, fees and assessments payable by any tenant of either and both the Sweetwater Park (except Appling Pellets and successors) and the Exhibit A property, and by any other project or industry recruited and placed by the Authority at any location.

7. Income from sales or leases of Authority property and any other income generated by the Authority shall be used by the Authority for its purposes of attracting and retaining business and industry.

8. The Counties will cooperate in applying for any grants, loans, bond issues and other funds which may be available to the Authority or any business or industry recruited by the Authority.

9. The Counties will further cooperate in any other matter related to the purposes of the Authority.

10. This Agreement shall amend, modify and replace the 1995 Agreement

IN WITNESS WHEREOF, each of the Counties has signed and sealed this Agreement, by the duly authorized officials of each County, on the dates set forth hereinbelow, with the Effective Date being the last date signed.

BOARD OF COMMISSIONERS
APPLING COUNTY, GEORGIA

Date: _____

By: _____
Chairman

Attest: _____ (COUNTY SEAL)
County Clerk

BOARD OF COMMISSIONERS
BACON COUNTY, GEORGIA

Date: _____

By: _____
Chairman

Attest: _____ (COUNTY SEAL)
County Clerk

Date: _____

Attest: _____ (COUNTY SEAL)
County Clerk

Date: _____

Attest: _____ (COUNTY SEAL)
County Clerk

BOARD OF COMMISSIONERS
JEFF DAVIS COUNTY, GEORGIA

By: _____
Chairman

BOARD OF COMMISSIONERS
PIERCE COUNTY, GEORGIA

By: _____
Chairman

Commissioner Harold Rozier made a motion to approve the above intergovernmental agreement with Appling, Bacon & Jeff Davis in regard to entering the Southeast Georgia Regional Development Authority. Commissioner David Lowman seconded the motion, all voted aye. Motion approved.

- 2019 Budget Amendments – no change to the total budget amount. Chairman Bennett gave a brief overview.

AMENDMENTS 2019 BUDGET		October
Finance	\$7,500.00	
IT	\$15,000.00	
HR	\$(15,000.00)	
Risk Management	\$(22,000.00)	
College Ave	\$50,000.00	
E911 Bldg	\$5,000.00	
Public Defender	\$30,000.00	
Fire	\$45,000.00	
EMS	\$(360,000.00)	
Coroner	\$3,000.00	
EMA	\$(40,000.00)	
Road Maint	\$75,000.00	
Senior Center	\$6,500.00	
Contingency	\$200,000.00	
INCREASE TO EXPENSES	\$- 0	
REVENUES		
Ambulance Fees - due to out source		\$(250,000.00)
Taxes		\$250,000.00
DECREASE REVENUE	\$- 0	
TOTAL BUDGET - No change		\$9,337,670.00

Commissioner Randy Dixon made a motion to approve the budget amendments as presented. Commissioner Harold Rozier seconded the motion, all voted aye. Motion approved.

- Approval of Intergovernmental Agreement with Pierce County Board of Education for use of the gym at 705 College Ave.

STATE OF GEORGIA
PIERCE COUNTY

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT (hereinafter referred to as "Agreement") made and entered into this ^{8th} day of October, 2019, 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 2019-2020 schools basketball season beginning October 2019;

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 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;
 - m. 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) Notic. 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, 2019 unless written notice is provided by either party.

Commissioner Randy Dixon made a motion to approve the intergovernmental agreement with Pierce County Board of Education for use of 705 College Ave gym. Commissioner David Lowman seconded the motion, all voted aye. Motion approved.

- 9. Appointment of 2 members to the Seven Rivers RDC. After some discussion it was recommended to appoint Neal Bennett and Andy Brannen.

Commissioner David Lowman made a motion to appoint Neal Bennett and Andy Brannen to the Seven Rivers RDC. Commissioner Harold Rozier seconded the motion, all voted aye. Motion approved.

ADJOURN

Chairman Bennett adjourned the meeting at 6:20 PM