

**Pierce County Board of Commissioners
Regular Meeting Minutes
Tuesday, June 2, 2020 6:00PM**

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

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

1. **Call to Order** – Chairman Bennett called the meeting to order at 6:03 PM
2. **Invocation and Pledge of Allegiance** – Commissioner David Lowman gave an invocation and Commissioner Mike Streat led the pledge of allegiance.
3. **Approval of the Agenda**

Commissioner Randy Dixon made a motion 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 Minutes, May 5, 2020**

Commissioner Randy Dixon made a motion to approve the minutes from the May 5, 2020 regular meeting as presented. Commissioner David Lowman seconded the motion and all voted aye. Motion was approved.

5. **County Manager Report and April 2020 Financials.**
 - County Manager Report**

June 2, 2020

- Financial Report as of 04/30/2020
 - a. SPLOST collections still looking strong through April compared to the state projections. April collections are up 9.14% compared to last year \$165,074.43
 - b. SPLOST collections for January through April are currently up 5.6% over last year with total collections of \$638,731.27 so far this year
 - c. LOST collections were \$115,172.83
 - d. TIA discretionary funds collected for April are \$60,922.93 which is up 0.12% over April of last year
 - e. January through April TIA collections are up 0.74% over the same period last year
 - f. Total tax collections for the current budget year are at 69.14% compared to 71.34% last year. Property tax collections for this year currently at 97.71%, whereas we were at 101.53% of our collections at this same time last year.
 - g. All County Departments are operating within their respective budgets through April
- County Manager Report
 - a. Elections
 - i. 2,004 absentee ballots have been received as of the close of business Saturday, May 30th
 - ii. Absentee ballots will be opened and scanned in on Monday, June 8th at 1:00 pm, but these results will not be tallied and released until polls close on June 9th
 - iii. This past Saturday saw 100 in person voters

- iv. As of 12:00 noon today we have had 887 votes in person during the early voting period
- b. 2020 Census as of May 31, 2020
 - i. National 60.5%
 - ii. Georgia 56.6%
 - iii. Pierce County 56.3% (only behind Camden 57.1% for the SEGA Region)
 - 1. Blackshear 57.8%
 - 2. Offerman 44.1%
 - 3. Patterson 46.8%
- c. Parks & Recreation
 - i. SGA Tournaments will be hosting a 34-team tournament this weekend in Blackshear and Patterson
 - 1. Will begin on Saturday and will be a 2-day tournament for ages 8U through 13U
 - 2. Social distancing is required to remain in effect and shall be controlled by the tournament director
- d. Fire/EMA
 - i. Southside Fire Station is complete with the exception of the electrical which is being installed this week
 - ii. Bearville Fire Station is being roofed this week

6. Request from Carol McNearly to discuss the conditions of the walking track. Mrs. McNearly started by thanking the essential workers, that is what County officials are – essential workers. She wanted to talk about safety. She has talked with Jason and he is working on the parking and track condition. There is some age on the track and there are some potholes and there is some erosion at the area where people walk up to get on the track that needs to be fixed. It's a great space just needs some attention. Chairman Bennett stated that they would see what they can start doing sooner than later.

7. Request to grant a perpetual easement to Ace Pole Company and Eunice Family, LLLP on Timber Lane for Rail Spur. Chairman asked Attorney Rozier to talk about this item. Mr Rozier stated that he was asked by the attorney for the company that bought Ace Pole to get a written easement for the existing rail spur on Timber Lane. Chairman Bennett stated that there is an attached site plan and that this is only an easement for the rail spur.

H&K Draft: 5/27/20

Recording Requested by and
when recorded, returned to:
Holland & Knight LLP
1180 West Peachtree Street, Suite 1800
Atlanta, GA 30309
Attention: Drew Gandy
GRANT OF PERPETUAL EASEMENT

THE COUNTY OF PIERCE, a Political Subdivision of the State of Georgia ("County" or "Grantor") is the owner of that certain parcel of land lying and being in Pierce County, Georgia, and being more particularly depicted in Exhibit "A" attached hereto and incorporated herein by this reference (the "Burdened Property").

ACE POLE COMPANY, INC., a Georgia corporation and EUNICE FAMILY, LLLP, a Georgia limited liability limited partnership (collectively, "Grantee"), is the owner of that certain adjacent parcel of land located in Pierce County, Georgia, and being more particularly described on Exhibit "B" attached hereto and incorporated herein by this reference (the "Benefitted Property").

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby conveys and warrants unto Grantee, its successors,

successors in title, and assigns, for the benefit of the Benefitted Property a perpetual easement for the free and uninterrupted use and enjoyment by Grantee, as the sole grantee of rights to operate a rail spur sidetrack thereon, for the purpose of constructing, installing, maintaining, repairing and operating rail and rail facilities (together, the "Rail"); together with the right at all times to enter upon said premises for the purpose of inspecting said Rail, making repairs, renewals, alterations and extensions thereon, thereunder, thereto or therefrom; together with the right to cut away and keep clear of said Rail, all trees and other obstructions that may now or hereafter in any way interfere or be likely to interfere with the proper operation of said Rail, also the right of ingress and egress over said land from said Rail ("Easement") on and over and across the Burdened Property, subject, however, to all existing easements including those for public utilities, pipelines, public utilities and structures as of record.

The Easement shall be for the specific use described and may not be construed to include the further right to authorize any other use within the Burdened Property unless provided in writing by the then fee holder of the land subject to the Easement.

The Grantor, its successors, assigns, permittees, or lessees retain the right to make any use of the Burdened Property, including the right to make and grant concurrent easements in the Burdened Property, so long as such occupancy and use by the Grantor does not interfere with Grantee's use of the Burdened Property for its intended purposes, as set forth herein.

Grantee shall maintain and repair the Easement in good condition in accordance with applicable federal, state and local laws pertaining to rail crossing standards. All costs of maintenance, repair, replacement, service, permitting and certification of every kind relating to the easement and rail crossing shall be borne by Grantee, except where such maintenance, repair, replacement or service is occasioned by the sole negligence or willful misconduct of Grantor, its employees, agents, contractors or invitees. In the event Grantor incurs any expense for the maintenance and repair of the easement and rail crossing, Grantee shall reimburse Grantor for any such costs reasonably incurred by Grantor, within sixty (60) days after receipt of Grantor's request for reimbursement; provided, however, Grantee will have no obligation to maintain and repair the adjacent road and right-of-way except where such maintenance and repair is occasioned by the sole negligence or willful misconduct of Grantee.

Grantee agrees to indemnify, protect, defend, and hold harmless Grantor from and against all claims to the extent such claims are caused by the sole negligence or willful misconduct of Grantee in its use or occupancy of the Easement.

This Agreement and the easements, rights and obligations created herein shall run with title to the land and Grantor does hereby bind itself, its legal representatives, successors, and assigns to warrant, indemnify and defend the Burdened Property unto Grantee, its legal representatives, successors, successors in title, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This document constitutes the entire grant of Easement between Grantor and Grantee and shall not be modified or amended unless in writing and signed by both Grantor and Grantee.

[Signatures on next page.]

Dated this ____ day of June, 2020.

COUNTY OF PIERCE, a Political Subdivision of the State of Georgia

By:

Name:

Title:

Signed, sealed and delivered

in the presence of:

Witness

Notary Public

Dated this ____ day of June, 2020.

ACE POLE COMPANY, INC., a Georgia corporation

By:
Name:
Title:
Signed, sealed and delivered
in the presence of:
Witness
Notary Public
Dated this ____ day of May, 2020.
EUNICE FAMILY, LLLP, a Georgia limited liability limited partnership

By:
Name:
Title:
Signed, sealed and delivered
in the presence of:
Witness
Notary Public
EXHIBIT "A"
Plat of the Burdened Property
[Attached]
EXHIBIT "B"

Legal Description of the Benefitted Property

Tract I:

All that part or parcel of land situate, lying and being in Land Lot 114 and 115 of the 8th Land District, Pierce County, Georgia, and being 89.457 acres as described on a plat by D. Lavone Herrin, Registered Land Surveyor No. 2171 for C. M. Eunice, Jr. and The Peoples Bank dated June 3, 1988, which said plat is incorporated herein and made a part hereof for purpose of description and being more particularly described as follows:

Commencing at an iron pipe at the intersection of the Southwestern corner of Land Lot 4, the Northwestern corner of Land Lot 5 of the 9th Land District and the Eastern lot line of Land Lot 115 of the 8th Land District of Pierce County, Georgia and from said point South 80 degrees 23 minutes 21 seconds West for a distance of 1,197.81 feet to the place and point of beginning; thence South 27 degrees 03 minutes 01 seconds West for a distance of 1,271.98 feet to an iron pin; thence South 48 degrees 21 minutes 27 seconds West for a distance of 1,021.67 feet to an iron pin; thence South 24 degrees 08 minutes 03 seconds West for a distance of 273.91 feet to an iron pin; thence North 43 degrees 22 minutes 57 seconds West for a distance of 1,957.97 feet to an iron pin; thence North 48 degrees 28 minutes 06 seconds East for a distance of 1,516.40 feet to a point; thence South 41 degrees 29 minutes 14 seconds East for a distance of 396.55 feet to an iron pin; thence North 45 degrees 25 minutes 13 seconds East for a distance of 691.50 feet to an iron pin; thence continuing North 45 degrees 25 minutes 13 seconds East for a distance of 11.59 feet to the Southerly right of way line of Midway Church Road, an 80 foot right of way, and the arc of a curve; thence in a Southeasterly direction along the Southern right of way line of the Midway Church Road and the arc of a curve for a distance of 1,107.54 feet to an iron pin and the place and point of beginning (said curve having a chord of South 57 degrees 58 minutes 04 seconds East for a distance of 1,061.84 feet, a radius of 1,145.92 feet and a delta angle of 70 degrees 24 minutes 36 seconds).

Tract II:

All that tract of land lying in original Land Lot No. 115 in the 8th Land District of Pierce County, Georgia, containing 4.4786 acres, more or less, bounded as follows: Northwardly by that certain paved county road which runs eastwardly from U.S. Highway 82 and along the southerly side of lands of Edgar L. Waters; Eastwardly and Southwardly by lands of

Mack H. Parr; and Westwardly by a county road which runs along the southeasterly right of way of the Seaboard Coast Line Railroad.

Said parcel of land is a portion of that certain 50 acres, more or less, described in that certain deed dated January 20, 1970, from Mrs. J.W. Parr, Sr. to Mack H. Parr, recorded in Deed Book 127, Page 202, in the public land records of Pierce County, Georgia; said 4.4786 acres conveyed hereby lying in the extreme northwest corner of said 50 acres, and is fully shown as to metes, bounds, courses and distances on that certain plat dated March 1, 1972, made by Theodore Frisbie, Registered Land Surveyor, a copy of which plat is recorded in Plat Book 7, Page 83, in the public land records Pierce County, Georgia; said plat and the record thereof being incorporated herein by this reference for a description and all other legal purposes.

AND

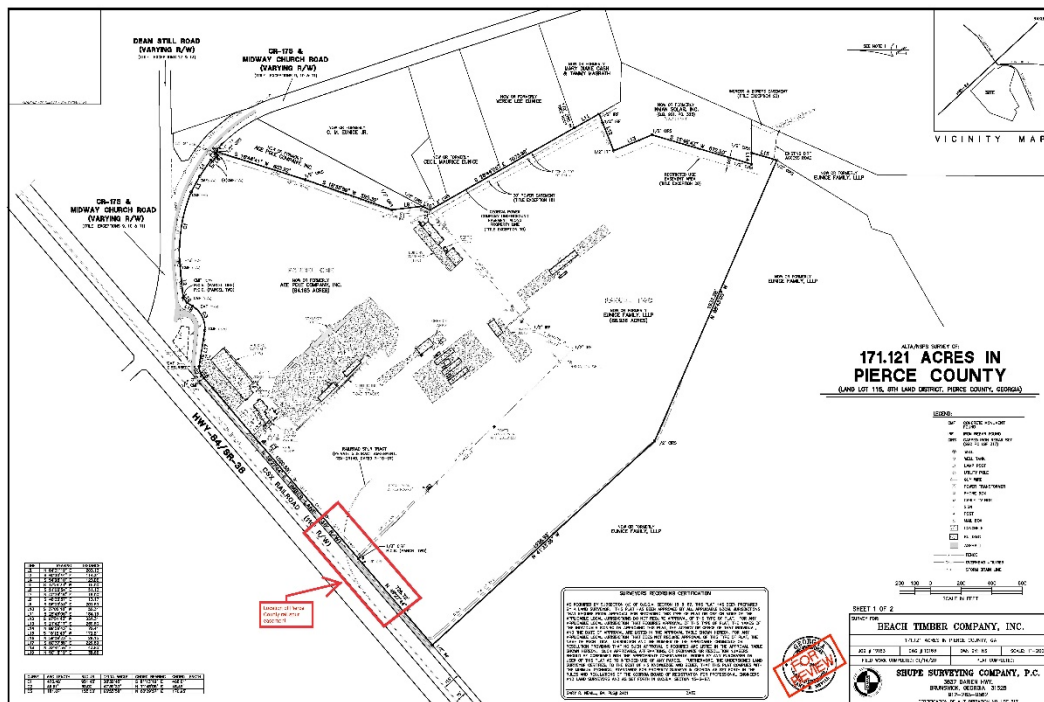
Tract III

All that tract or parcel of land being located in Land Lot 115 of the 8th Land District of Pierce County, Georgia containing 89.071 acres and being shown and delineated as Tract 3, on that plat of survey prepared by D. Lavone Herrin, Georgia Registered Land Surveyor, recorded in Plat Book 19, Page 275, in the Office of the Clerk of Superior Court of Pierce County, Georgia.

Less & Except:

All that tract or parcel of land conveyed to Inman Solar, Inc., by Warranty Deed recorded in Deed Book 921, Page 325, Pierce County records, being located in Land Lot 115 of the 8th Land District of Pierce County, Georgia, containing 7.579 acres, as shown on Plat Book 20, Page 144, in the Office of the Clerk of Superior Court of Pierce County, Georgia.

End of Legal Description.



Commissioner Randy Dixon made a motion to approve the easement for the rail spur on Timber Lane. Commissioner David Lowman seconded the motion and all voted aye. Motion approved.

8. Request declare surplus 34 monitors as surplus for the purpose of sale/disposal.

Make	Model		
HANNS-G	Hi221D	HI221DPBUFL21	849MJ3XY01338
HANNSTAR	JC199D	JC199DP232BUF	611GJ30JA0708
DELL	1905FP	CN-0T6116-71618-5AN-AFZG	REV.A03
HANNSTAR	JC199D	JC199DPBUFB00	706GJ3JY01985
HANNSTAR	JC199D	JC199DP232BUF	611GJ30JA0234
ACER	V223W	ETLC30813802500A764248	99802790806
DELL	E190Sf	CN-07TKK5-72872-15L-JKCI	REV A00
DCLCD		DCL9A+601RA901AA1049	
OPTIQUEST	Q9	Q5W061803609	
DCLCD		DCL9A+604RA901AA2593	
AOC	e2051Sn	TABJUA2KB7E6NNFLF	AWKCA9A000154
HANNSTAR	JC199D	JC199DPBUFB00	703GJ3JY06931
HANNSTAR	JC199D	JC199DPBUFB00	651GJ3JY05044
ACER	V223W	ETLC30813802500A454248	99802790806
AOC	E2050SWD	T9C2N26KAGACH1E	FSGD9HA003038
DELL	M783S	MY-0X3782-47603-46S-B5CO	REV A00
HEWLETT PACKARD		CNC904PGZL	T77SMSDKHNHPNNE
HEWLETT PACKARD		CNC904PGXV	T77SMSDKHNHPNNE
DELL	E153FPc	CN-0C5369-6480-491-05HH	REV A00
DELL	E198WFPv	CN-0MM226-73731-7CM-0WTS	REV A00
DELL	E173FPb	CN-0U4931-46633-53N-1Y4U	REV A01
HANNSTAR	JC199D	JC199DPBUFB00	706GJ3JY01950
HANNSTAR	JC199D	JC199DPBUFB00	706GJ3JY04002
HANNSTAR	JC199A	JC199APBUFE1	810GW3JY01406
DELL	E153FPc	CN-0C5369-64180-491-05SH	REV A00
DELL	E153FPc	CN-0C5369-64180-491-05JH	REV A00
DELL	SE198WFPv	CN-0UN492-73731-83K-47JM	REV A01
NEC	K15AN	LCD1515N	35500524GA
ENVISION	EN5600	T560KV4HK4E1NE	40065HA075965
HEWLETT PACKARD	20555 SH249	CNC904PGZ7	HSTND-2311-AGS917A
ACER	X191	ETL940B029702066BA3911	70202629839
HANNSTAR	JC199D	JC199DP232BUF	616GJ30JA6196
ACER	V203H A	ETLJ20W004944091984320	94403727243
HEWLETT PACKARD	20555 SH249	CNC904PGZ9	HSTND-2311-AGS917A

Commissioner David Lowman made a motion to declare the monitors listed as surplus for sale or destruction. Commissioner Randy Dixon seconded the motion and all voted aye. Motion was approved.

9. Request to declare surplus the 2006 Kenworth transfer truck vin#3695 as surplus for the purpose of sale/disposal. Chairman Bennett reminded the board that this is the truck that was replaced the previous month after it caught on fire.

Commissioner Randy Dixon made a motion to declare the 2006 Kenworth transfer truck with last four vin #3695 as surplus property for the purpose of sale or disposal. Commissioner David Lowman seconded the motion and all voted aye. Motion was approved.

10. Request to approve an extension of agreement with Loftin for fire extinguishers/service and hood system inspections through December 31, 2020.

Commissioner David Lowman made a motion to extend the agreement with Loftin for services through Dec 31, 2020. Commissioner Randy Dixon seconded the motion and all voted aye. Motion was approved.

11. Request to approve an extension of the agreement with Sunbelt Pest Control for the services of all county buildings through December 31, 2020.

Commission Randy Dixon made a motion to extend the agreement with Sunbelt Pest Control for services through December 31, 2020. Commissioner David Lowman seconded the motion and all voted aye. Motion was approved.

12. Request to approve extension of the agreement with Cherokee Culvert for the purchase price of culvert pipe through December 31, 2020.

Commissioner Randy Dixon made a motion to extend the agreement with Cherokee Culvert through Dec 31, 2020. Commissioner Mike Streat seconded the motion and all voted aye. Motion was approved.

13. Request to approve addendum to the service contract with Republic Services to extend the contract period through December 31, 2022.

AMENDMENT TO FRANCHISE AGREEMENT FOR COLLECTION AND DISPOSAL OF RESIDENTIAL SOLID WASTE

This Amendment (the "Amendment") to the Franchise Agreement for Collection and Disposal of Residential Solid Waste is entered into as of the 1st day of July 2020, by and between Republic Services of Georgia, Limited Partnership ("Franchisee"), and Pierce County ("County") (collectively referred to herein as the "Parties" and individually as a "Party").

WHEREAS, the Parties entered into the Franchise Agreement For Collection And Disposal Of Residential Solid Waste (hereinafter "Agreement") for certain waste removal services dated May 7, 2019.

AND WHEREAS, the Parties desire to amend certain terms of the Agreement as set forth more fully herein.

NOW, THEREFORE, in consideration of the above premises and of the mutual covenants herein contained and other consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned Parties agree as follows:

1. Except as specifically provided in this Amendment, each and every provision of the Agreement and previously executed amendments between the parties remains, and is, in all respects, in full force and effect.
2. TERM: The term of the Agreement is hereby extended for an additional thirty (30) months term to take effect from July 01, 2020 and shall remain in full force and effect through December 31, 2022 ("Renewal Term").
3. Section 3.1, SERVICE PROVIDED: A new clause is inserted at the end of this section as "Section 3.1 (d)" which should read as follows:

"Franchisee shall take bulk pick up call requests locally and collection services for bulk waste shall be performed twice per month" at no additional charge.
4. Section 5.1, COLLECTION RATES: A new clause is inserted at the end of this section as "Section 5.1 (e)" which should read as follows:

“Rates for the services shall be fixed for the first year of the renewal term (December 31, 2021). Thereafter beginning January 1, 2022, in the second year and subject to a maximum increase of 1.8 %, Franchisee shall be entitled to increase the rates for services in an amount equal to the percentage increase in the Consumer Price Index for All Urban Consumers (Water, Sewer and Trash Collection Services) U.S. City Average, as published by United States Department of Labor, Bureau of Statistics (the “CPI”) provided a ninety (90) day written notice of intent is given to County and County approves such increase in a public meeting .”

5. NEW CUSTOMER CAMPAIGN: Franchisee will make commercially reasonable efforts to initiate a new customer campaign as soon as possible after commencement of the Renewal Term.

6. ADDRESS LIST: Franchisee shall share the subscriber address list annually with the County.

7. FREE SERVICES: Franchisee shall provide following services without any additional cost :

“ Free services:

- o Small container:
- o Pierce 911 center
- o Pierce Rec Dept
- o Pierce County Jail o Pierce Health Dept o Pierce Courthouse
- o Farm Services AG Building
- o Pierce County Road Department
- o Pierce County EMS
- o Pierce County Senior Center
- o Pierce County Annex

- o Roll-Off:
- o Convenience Center 4 Roll Off’s per month”

IN WITNESS WHEREOF, the parties hereto have signed these presents for the purposes herein contained the day and year stated below:

FRANCHISEE:

COUNTY:

Republic Services of Georgia, Limited Partnership

Pierce County

By:

By:

Name:

Name:

Title:

Title:

Commissioner Randy Dixon made a motion to approve the addendum to the Republic Services Agreement to extend the contract period to December 31, 2022 and the rates through Dec 31, 2021 will remain the same and there is a 1.8% max increase for the 2022 year. Commissioner David Lowman seconded the motion and all voted aye. Motion was approved.

14. Request to approve award of purchase of a 10 ton heat pump and installation at 253 W Carter Ave. Chairman Bennett stated that there were 3 proposals submitted and the lowest price was Mizell’s Heating & Cooling at \$11,800.00. All of the quotes were close in price.

Commissioner David Lowman made a motion to approve the proposal from Mizell's Heating & Cooling for \$11,800.00. Commissioner Harold Rozier seconded the motion and all voted aye. Motion was approved.

15. Request to change the part-time Recreation Coordinator position to full-time.

County Manager Jason Rubenbauer stated that this position would be a support position for the Director. Kimberly Gray has been with the county for 5 years and is familiar with how we work and has some great ideas to improve the department. We will be working to take the Recreation Department to the next level.

Commissioner Harold Rozier made a motion to approve the change of the Recreation Coordinator from a part time to a full-time position. Commissioner Mike Streat seconded the motion and all voted aye. Motion was approved.

16. Request to approve the full-time Recreation Coordinator pay range on the pay scale to be \$11.00 - \$13.00 per hour.

Commissioner Harold Rozier made a motion to approve the salary range for the full time Recreation Coordinator at \$11.00 - \$13.00. Commissioner David Lowman seconded the motion and all voted aye. Motion was approved.

17. Request to approve the realignment of personnel by moving Recreation Facilities Team Leader and Recreation Facilities Assistant from Parks and Recreation to Facilities. County Manager Rubenbauer shared that this move is part of an effort to streamline the groundskeeping since they are taking care of all the county facilities grounds. This will allow everyone to work together better. Commissioner Streat asked if they will work for Stephen Taylor the Facilities Director. County Manager Rubenbauer responded yes. Commissioner Lowman asked how this will be changed in the budget. County Manager Rubenbauer responded that it is up to the Board but that for the 2020 year it can be left like it is or we can made amendments to the budget.

Commissioner Mike Streat made a motion to realign the personnel and move the Recreation Facilities Team Leader and Recreation Facilities Assistant from Parks and Recreation to Facilities. Commissioner Harold Rozier seconded the motion and al voted aye. Motion was approved.

18. Request to approve the Facilities Maintenance Director from hourly to salary with a salary of \$46,441.82. Chairman Bennett explained that the increase is about 2%.

Commissioner Harold Rozier made a motion to approve the increase for the Facilities Maintenance Director and to change the position from hourly to salary. Commissioner Randy Dixon seconded the motion and all voted aye. Motion was approved.

19. Request from Unison to reappoint Lowell Williamson to the Board of Directors to serve an additional three-year term from July 1, 2020 to June 30, 2023.

Commissioner Mike Streat made a motion to reappoint Lowell Williamson to the Unison Board of Directors to serve a three-year term from July 1, 2020 to June 30, 2023. Commissioner Harold Rozier seconded the motion and all voted aye. Motion was approved.

20. Adjourn – Commissioner Mike Streat stated that he knows things are tough on families right now but he appreciates all that is being done to keep the county going during this time. Chairman Bennett stated that he also appreciates everyone working together in all the changes that are going on with how we do business.

Chairman Bennett adjourned the meeting at 6:33 PM.

Neal Bennett

Harold Rozier

Mike Streat

Randy Dixon

David Lowman