

**PIERCE COUNTY BOARD OF COMMISSIONERS  
REGULAR MEETING MINUTES  
TUESDAY, SEPTEMBER 3, 2019 AT 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

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

**INVOCATION/PLEDGE OF ALLEGIANCE** – Commissioner Mike Streat gave an invocation and Commissioner Harold Rozier led the pledge of allegiance.

**TAB A**

1. Review of Minutes
  - a. Regular Meeting Minutes August 6, 2019
  - b. Public Hearing August 22, 2019 8 AM
  - c. Public Hearing August 22, 2019 6 PM
  - d. Public Hearing August 29, 2019 5:45 PM
  - e. Called Meeting August 29, 2019 6:15 PM

Commissioner Randy Dixon made a motion to approve the Regular Meeting Minutes August 6, 2019, Public Hearing August 22, 2019 8 AM, Public Hearing August 22, 2019 6 PM, Public Hearing August 29, 2019 5:45 PM, and Called Meeting August 29, 2019 6:15 PM. Commissioner Mike Streat seconded the motion. All voted aye. Motion approved.

**TAB B**

2. Public Comment: Martha Powers-Jones – Update Commissioner on Library Activities and answer questions about the SPLOST proposal. Martha Powers-Jones gave a brief overview of the specifics of the request to include improving/adding accessibility features, installing retractable lifts on the lighting to improve ability to clean/change lights, energy efficiency lighting, archival lighting/HVAC in the meeting room, sound proof the conference room. Add storage space for employees, Maker Space and an additional program room. This project will bring the library up to the new basic standards set by the state. The addition will also allow a sensory area to be created for special needs individuals. She explained that the process of getting approval and funding from the Board of Regents can take approximately three years. Chairman Bennett asked when monies would need to be distributed from the County if the project is approved.

Ms Powers-Jones stated that approval by the Board at this time would be stating that the Board is committed to the project if the funds are available at the time of approval. She understands that priorities change and that funding doesn't always come through. This approval would hold our place in the priority list, would be looking at probably three years until approval to start the project so even longer before any actual money would be needed. Chairman Bennett asked when does this need to be approved. Ms Powers-Jones informed the commission that the deadline to submit is the end of September but that she has spoken to her contact with the Board of Regents and that she could submit into October but that it needs to be done as soon as possible. Chairman Bennett asked what would happen if the project comes in over projections once its started? Ms. Powers-Jones stated that the project would have to be re-evaluated to fit within the approval amount or a new application would have to be filed, unless the local match was able to increase to cover overages. The amount approved the Board of Regents would not change. Ms. Powers-Jones thanked the Board for the wonderful facility that they have now and for the consideration of the requested improvements. Kimberly Dukes shared that the activities in the library have been increasing due to all the programs that they are currently offering. The PCMS 8<sup>th</sup> graders visited in the last couple of weeks, Midway Elem 2<sup>nd</sup> graders will be coming in the next couple of weeks, Community Day happened a few weeks ago with great support, October will bring the County Fire House. September is National Library month and she encouraged all the Board members to come in a renew their library cards and get a photo taken to encourage others to come in to the library.

3. County Manager's Report – County Manager Rubenbauer shared that the financial report hasn't been completed due to the holiday and having to complete payroll early last week. We are in the middle of the Hurricane preparation. He is working with the Contractor on the Rail Road Crossings that are happening right now to minimize inconvenience to the citizens. The crossing at Oak Ridge/Farr's has been delayed a couple of days because of the storm coming and trying to make sure that there is an alternate route for citizens to get out.

## **TAB C**

4. Approval request for Resolution on realignment of County Farm Road.  
GEORGIA PIERCE COUNTY

### RESOLUTION OF THE BOARD OF COMMISSIONERS OF PIERCE COUNTY, GEORGIA TO REALIGN COUNTY FARM ROAD

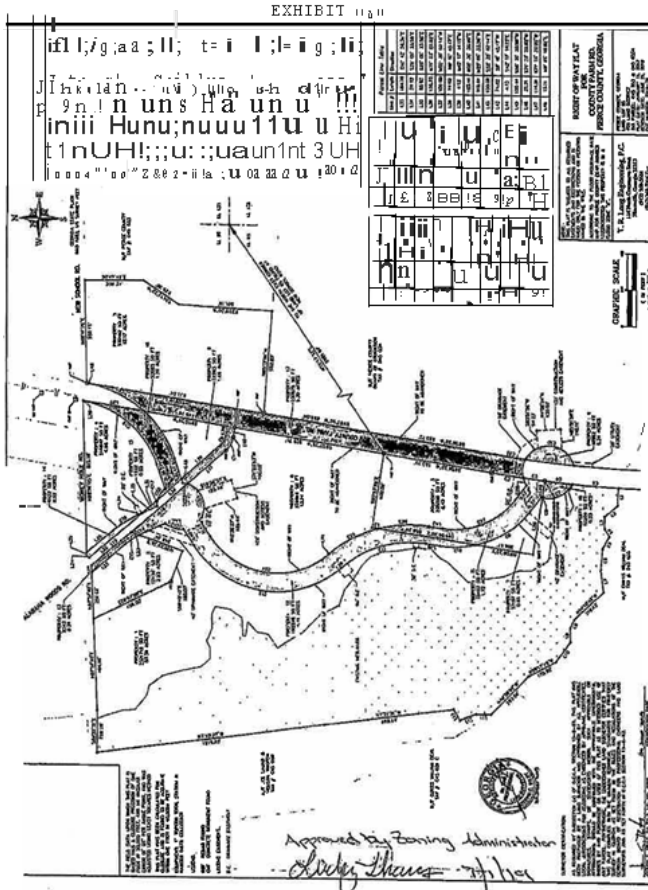
WHEREAS, the Board of Education (BOE) of Pierce County, Georgia has requested that a portion of County Farm Road be conveyed to them in order that they may construct a school building upon that property.

WHEREAS, it is necessary to realign County Farm Road to accommodate the BOE request.

WHEREAS, the Board of Commissioners (BOC) pursuant to this request has made public notice to this request by advertising in the Blackshear Times, the legal organ, and posting a sign on the property of this request.

WHEREAS, a public hearing was had by the BOC on July 2, 2019. At this hearing, there was no opposition to the matter at hand.

WHEREAS, at the BOC's regular meeting on July 2, 2019, the matter was approved by the BOC.  
NOW THEREFORE, the 5.3 acres of County Farm Road as shown on the attached plat of survey are hereby closed to public use for road purposes.  
FURTHERMORE, the Board by its Chairman is authorized to convey title of the BOE.  
IN ACCORDANCE, thereto the road is realigned as it is shown in the attached plat of  
PIERCE COUNTY BOARD OF COMMISSIONERS.



Commissioner Harold Rozier made a motion to approve the resolution for the County Farm Road realignment. Commissioner Randy Dixon seconded the motion. All voted aye. Motion approved.

**TAB D**

5. Approval request to update the Agreement for Head Start Lease with Action Pact.  
STATE OF GEORGIA COUNTY OF PIERCE

LEASE AGREEMENT

THIS LEASE AGREEMENT, referred to as "Agreement", effective as of the 19th day of August 2019, by and between PIERCE COUNTY BOARD OF COMMISSIONERS, (hereinafter referred to as "Lessor"), and ACTION PACT, INC., a private non-profit corporation organized and existing under the laws of the State of Georgia, (hereinafter referred to as "Lessee").

RECITALS:

WHEREAS, PIERCE COUNTY BOARD OF COMMISSIONERS is the owner of certain land with improvements thereon located, having an address known as 655 GRADY STREET, BLACKSHEAR, GA (the "premises"); and

WHEREAS, ACTION PACT, INC. desires to obtain use of the premises for operation of its HEAD START program(s); and

WHEREAS, the use of the premises will not interfere with any of the operations of the PIERCE COUNTY BOARD OF COMMISSIONERS, and will provide in-kind public support for the use of the premises for the purposes identified herein, and

WHEREAS, PIERCE COUNTY BOARD OF COMMISSIONERS does not wish to increase its potential for liability for any damages which may be incurred by the use of the premises.

NOW THEREFORE, in consideration of One Dollar (1.00), the above recitals, the terms and covenants of this Agreement, and other valuable consideration, the receipt of which is acknowledged, the parties agree as follows:

#### PREMISES

1. PIERCE COUNTY BOARD OF COMMISSIONERS shall provide ACTION PACT, INC., ("Lessees") with the non-exclusive use and access to the premises, located at 655 GRADY STREET, BLACKSHEAR, GA. Said Lessee does hereby agree and accept said premises, and take upon the terms and conditions which hereinafter appear.

#### TERM

2. The use of the premises shall be for a term of twelve (12) months from the date of the execution of this Agreement. This Agreement shall automatically be renewed on its anniversary date for additional one (1) year terms unless written notice that the Agreement shall terminate is given by either party at least ninety (90) days before the expiration date. If the Agreement is not terminated after giving the required notice, and the premises continues to be occupied, the tenancy shall continue on a month-to-month basis until terminated as provided herein below.

#### USE OF PREMISES

3. Said exclusive use of the premises by ACTION PACT, INC., shall be for the purpose of operating its HEAD START program(s).

#### PROHIBITED USES

4. Lessees shall not commit or permit the commission of any acts on the premises nor use or permit the use of the premises in any way that:
  - (a) Will increase the existing rates for or cause cancellation of any fire, casualty, liability, or other insurance policy insuring the premises or the contents;
  - (b) Violates or conflicts with any law, statute, ordinance, or governmental rule or regulation, whether now in force or hereinafter enacted, governing the premises;
  - (c) Obstructs or interferes with the rights of neighbors or injures or annoys them; or,
  - (d) Constitutes the commission of waste on the premises or the commission or maintenance of a nuisance.
  - (e) Violates the terms and conditions of any grant. In the event of such violation, Lessor reserves the right to correct the violation in any manner it deems appropriate, and the rights of the Lessee under this lease shall be subordinate to the right of the Lessor to protect its interest in preserving the grant.

#### UTILITIES

5. Lessees shall pay water, gas, electricity, trash, and internet bills for the premises occupied, or used by Lessees in connection therewith, and shall contract all desired services in Lessees' name. In this respect, the parties shall cooperate with each other to make arrangements for the utility services thus provided to

be billed separately. In the event such billing is not feasible or practicable, the estimated cost for such utility services shall be obtained through the respective provider of such utility services and the estimation of cost for same utility services and the estimation of cost for same by such utility service representative shall be controlling between the parties thereto.

#### MAINTENANCE AND REPAIRS

6. The Lessor shall assume responsibility for the required maintenance of the improvements to the premises, which shall include the exterior walls, roof, electrical, plumbing, and parking lot. Lessees shall, at all times during the term of this Agreement and any renewal or extension thereof, maintain the yard areas actually used by Lessees, and shall also maintain the interior of the premises, including walls, floors, ceilings, in a good, clean, operable, and safe condition. Maintenance by Lessees shall include repair and replacement of items such as, light bulbs, HVAC filters, phone and data lines, etc. On expiration or sooner termination of this Agreement, Lessees shall surrender the premises to Lessor in as good condition and repair as they are in on the date of this Agreement, reasonable wear and tear damage by the elements expected.

#### ALTERATIONS

7. Lessees shall not make or permit any other person to make any alterations to the premises without the prior written consent of Lessor. Should Lessor consent to the making of any alterations to the premises by Lessees, the alterations shall be made at the sole cost and expense of Lessees by a contractor or other person selected by Lessees and approved in writing before work commences by Lessor. Lessor at its option, may make any alterations to the premises deemed necessary and proper for the benefit of Lessor, at Lessor's expense. Any and all alterations, additions, or improvements made to the premises shall on expiration or sooner termination of this Agreement become the property of Lessor and remain on the premises: provided, however, that on expiration or sooner termination of this Agreement and written demand being given by Lessor, Lessees, shall, at Lessee's sole cost and expense, remove all alterations, additions, and improvements made to the premises by Lessees which are not considered fixtures, and pay all costs of repairing any damages to the premises caused by their removal.

#### NO ASSIGNMENT OR SUB-AGREEMENT

8. Lessee shall not encumber, assign, or otherwise transfer this Agreement, any right or interest in this Agreement, or any right or interest in the premises without prior expressed written consent of Lessor. Neither shall Lessees sublet the premises or any part thereof or allow other persons, other than Lessee's agents and servants, to occupy or use the premises or any part thereof without prior written consent of Lessor, except as provided in paragraph 4 (a) above. A consent by Lessor, to one assignment, subletting, or occupation and use by another person shall not be deemed to be a consent to any subsequent assignment, subletting, or occupation and use by another person. Any encumbrance, assignment, transfer, or subletting without the prior written consent of Lessor, whether it be voluntary or involuntary, by operation of law or otherwise, is void and shall, at the option of Lessor, terminate this Agreement.

#### INSURANCE

9. It is agreed and understood between the Parties that it shall be the responsibility of Lessees to purchase insurance on all of Lessee's property, equipment, supplies, and on any and all personal property whatsoever on or used by Lessees, in such amount to fully protect Lessee from loss due to theft, vandalism, fire, or hazards of any kind. It is further agreed and understood that Lessor shall purchase and maintain insurance coverage for the facility and grounds.

#### INDEMNIFICATION

10. Lessees agree to indemnify and hold harmless Lessor, its agents and representatives from and all liability for injuries to persons or damages to property caused by Lessee's use or occupancy of the premises; and provided further that Lessees shall give to Lessor prompt and timely notice of any claim made or suit instituted which in any way directly or indirectly, contingently or otherwise, affects or might affect Lessor and Lessor shall have the right to compromise and defend the same to the extent of its own interest.

#### NOTICES

11. Any notice by either Party to the other shall be valid only if in writing and shall be deemed to be duly given only if delivered personally or sent by registered or certified mail addressed as follows, or at such other address for either Party as that Party may designate by written notice to the other. Notices shall be deemed given if delivered personally upon delivery thereof, and if mailed upon the mailing thereof. Notices shall be sent as follows:

Lessor: Pierce County Board of Commissioners  
312 Nichols Street  
P.O. Box 679  
Blackshear, GA 31516  
Lessee : action pact, Inc.  
2100 Riverside Avenue  
Waycross, GA 31501

#### INSPECTION BY LESSOR

12. Lessees shall permit Lessor or Lessor's agents, representatives, or employees to enter the premises upon reasonable advance notice for the purpose of inspecting the premises to determine whether Lessees are complying with the terms of this Agreement and for the purpose of doing other lawful acts that may be necessary to protect Lessor's interest in the premises under this Agreement, or in case of any emergency.

#### SURVIVAL OF AGREEMENT AS TO REMAINING TENANT

13. The terms and conditions of this Agreement shall apply jointly and severally to the Lessees identified herein. If this Agreement is terminated as to any one Lessee for any reason, the remaining Lessee shall remain obligated to the terms and conditions set forth herein as it related to said remaining Lessee's interest in this Agreement. The Lessor reserves the right to lease the portion of the premises which become vacant by a departing tenant, upon the same terms and conditions outlined in this Agreement, or upon any other terms that are suitable to the Lessor.

#### PARTIAL INVALIDITY

14. Should any provisions of this Agreement be held by a Court of competent jurisdiction to be either invalid, void, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect unimpaired by the holding.

#### WAIVER OF BREACH

15. The waiver by Lessor of any breach by Lessees of any of the provisions of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach by Lessees either of the same or another provision of this Agreement.

#### SOLE AND ONLY AGREEMENT

16. This Agreement may be terminated by either party giving the other at least ninety (90) days notice of that party's intention to terminate the Agreement. This Agreement may be sooner terminated by Lessor due to the abandonment of the premises by Lessees, by Lessee's failure to cure a breach of this Agreement after notice for a continuous period of thirty (30) days, or existence of an injunction by a Court of competent jurisdiction preventing or restraining the use of the premises for a period of ninety (90) consecutive days. Reinstatement shall always be at the option of the Lessor.

IN WITNESS WHEREOF, each party of this Agreement has caused it to be executed at the day and year above set forth.

Commissioner Mike Streat made a motion to approve the lease agreement with Action Pact for the Head Start building as presented. Commissioner Harold Rozier seconded the motion. All voted aye. Motion approved.

16. Request to change the October 1, 2019 meeting to October 8, 2019.

Commissioner Harold Rozier made a motion to change the October 1, 2109 meeting to October 8, 2019. Commissioner Randy Dixon seconded the motion. All voted aye. Motion approved.

Commissioner Randy Dixon made a motion to go into closed session at 6:37 PM. Commissioner Mike Streat seconded the motion. All voted aye. Motion approved.

### **Closed Session**

17. Personnel

18. Real Estate

Commissioner Randy Dixon made a motion to go back into regular session at 7:20PM. Commissioner Mike Streat seconded the motion. All voted aye. Motion approved.

Chairman Bennett announced that no action was taken.

**ADJOURN**