

Pierce County Board of Commissioners
Regular Meeting Agenda
Tuesday, September 7, 2021 6:00PM

1. Call to Order - Chairman called the meeting to order at 6:00PM
2. Invocation and Pledge of Allegiance – Commissioner Mike Streat gave an invocation and Commissioner David Lowman led the pledge of allegiance.
3. Approval of the 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 Minutes, August 3, 2021
 - b. Called Meeting Minutes, August 26, 2021

Commissioner Randy Dixon made a motion to approve the minutes from the regular meeting on August 3, 2021 and the called meeting on August 26, 2021. Commissioner Mike Streat seconded the motion and all voted aye. Motion was approved.

5. County Manager Report and July 2021 Financials.

Financial Report & County Manager Report

September 7, 2021

- Financial Report as of 07/31/2021
 - Total Revenues currently collected 84.34% of the total budgeted for the year and still look to be performing better than expected
 - Total Expenses should be at 58.33% of the budgeted expenses, but are currently at 53.62% and are doing well.
- County Manager's Report
 - a. Departmental updates:
 - i. Parks & Recreation
 1. Had in-house 8U, 10U, and 12U football games this past Saturday with great results
 2. Regular season football and soccer is beginning in the coming weeks
 3. Parkes & Recreation personnel are working hard on making sure that Patterson facilities re ready for games this season
 - ii. Planning & Codes
 1. 40 Single Family Homes have either been constructed or are being constructed which matches the 2020 number of homes fort the same period
 2. There have been over \$101,000 in various fees collected compared to \$88,000 for the same period last year
 3. There have been 100 inspections performed during the month of August and one code violation which has been abated
 - iii. Elections
 1. Qualifying was held for all three municipalities

- a. Patterson and Offerman saw no opposition so the elections for those cities will not need to take place
- b. Blackshear has seven candidates on the ballot for various seats
- c. Qualifying for the vacant city council seat started today
- d. Early voting will begin for municipal elections October 12th and will last through October 29th and will include two Saturdays per law. Election Day is November 2nd.

iv. Fire/EMA

- 1. 485 calls to date
- 2. ISO will be auditing Pierce County on October 20th
- 3. Next Hazard Mitigation Plan meeting is scheduled for September 21st

6. Public Comments:

- a. Ala Mae Myles – 3654 Ala Mae Lane off Walkerville Rd has to be fixed. I am walking to my house. Ms. Myles stated that the commission has been telling her that her road is going to be fixed. When is it going to be fixed? I have fallen and hurt my knee and I have pictures of the road when its been raining. With my knee I am not going to be able to walk the road to get home. Y'all keep telling me I am on the list but when are you going to get to me? I have been waiting a long time. The road needs some dirt brought in to build up the road so there can be ditches. I want to be able to drive to my house. I have been to the store and had to walk to the house and get my wheelbarrow and bring it to the water hole and then carry my stuff across the water to the wheelbarrow to get it home. That don't make sense. I should be able to get down my road to my house. I want to know where am I on the list to get the road fixed. I appreciate the sign getting moved and trimming the bushes but at the road they still need to be cut, you cant see trying to get out. I pay taxes and my road is not long, there is no reason you cant fix my road. It's taking years of me complaining and you still haven't fixed the road. I can't even have friends or family over because they can not get to my house. Why do I have to keep coming and repeating myself about the need for the road to be fixed. My road is not long, why cant you get my road fixed. Chairman Bennett stated he would get with the Road Department to see where the road is on the list.

- 7. Discussion and request to approve the lease of a mini-excavator with mulching head to be paid from TIA Discretionary funds. Chairman Bennett shared that he has spoken with Billy Flynn, Road Superintendent and that his recommendation is to purchase the CAT 309 on the 36 month lease. The CAT has the standard pump already installed for the mulching head. Commissioner Dixon asked if we have a man to run the equipment when we get it? Chairman Bennett stated yes, we do. Commissioner Streat asked if the quotes are still valid because the dates on the information state they are expired. County Manager Rubenbauer stated that he has spoken with the vendors, they are aware that the Commission was to make a decision tonight and they stated the quotes are still valid.

Commissioner David Lowman made a motion to approve the request to Lease the CAT 309 from Yancey Brothers on a 36-month lease with payments of \$3262.00 monthly to be paid from the TIA Fund. Commissioner Harold Rozier seconded the motion and all voted aye. Motion was approved.

8. Discussion and request to approve agreement between the City of Patterson, Pierce County Board of Commissioners and the Pierce County Tax Commissioner for the collection of city taxes for Patterson by the Pierce County Tax Commissioner until December 31, 2024.

STATE OF GEORGIA

COUNTY OF PIERCE

AGREEMENT FOR THE

PROVISION OF TAX COLLECTION SERVICES

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") entered into this 12th day of August, 2021, by and between the **CITY OF PATTERSON**, a Georgia Municipal Corporation, (hereinafter referred to as "PATTERSON"), **PIERCE COUNTY, GEORGIA**, a political subdivision of the State of Georgia (hereinafter referred to as "PIERCE COUNTY") and the **PIERCE COUNTY TAX COMMISSIONER** (hereinafter referred to as "TAX COMMISSIONER"). (Patterson, Pierce County and Tax Commissioner are sometimes referred to collectively as the "Parties," or in the singular as a "Party.")

WITNESSETH

WHEREAS, Article IX, Section III, Paragraph 1(a) of the Georgia Constitution authorizes counties and municipalities of the State to contract, for a period not exceeding fifty (50) years, with each other for joint services, for the provisions of services, or for the joint or separate use of facilities or equipment, but such contracts must deal with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide.

WHEREAS, O.C.G.A. Section 48-5-395.1 authorizes counties and municipalities to enter into agreements for the tax commissioner to prepare tax digests and collect taxes for municipalities;

WHEREAS, PATTERSON and PIERCE COUNTY provide tax collection services for the collection of ad valorem taxes;

WHEREAS, PATTERSON and PIERCE COUNTY have determined that collection of ad valorem taxes for those properties within the City limits of Patterson would be more efficient and economical if those taxes were consolidated into a single billing statement and collected by the Tax Commissioner of Pierce County;

WHEREAS, PATTERSON, PIERCE COUNTY, and the TAX COMMISSIONER desire to enter into agreement through which the TAX COMMISSIONER will be the entity responsible for the collection of both county and municipal ad valorem taxes;

WHEREAS, effective October 2014 PATTERSON and PIERCE COUNTY and TAX COMMISSIONER entered into an Agreement for the provision of tax collection services, (The 2014 Agreement);

WHEREAS, said parties wish to continue said 2014 Agreement. This agreement is now scheduled to expire December 31, 2021.

NOW THEREFORE, in consideration of the premises, promises and mutual obligations contained herein, \$10.00 in hand paid, and other and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties execution hereof, the parties agreeing to be legally bound hereby, agrees as follows:

1. Duration. This Agreement shall expire on December 31, 2024. The TAX COMMISSIONER shall be responsible for providing the tax collection services described in Paragraph 2 for the tax years 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, and 2024.
2. Services Provided. The TAX COMMISSIONER shall prepare the digest for the municipality; shall assess and collect municipal taxes in the same manner as county taxes; and for the purpose of collecting such municipal taxes, shall invoke, any remedy permitted for the collection of municipal taxes (the "Services"). The TAX COMMISSIONER shall provide the Services in a manner that is in compliance with all state and federal laws and regulations. The TAX COMMISSIONER shall remit to PATTERSON on a monthly basis the taxes collected during the previous month, less the compensation described in Paragraph 3 below.

Pierce County nor the Tax Commissioner shall be responsible for preparing paperwork for advertisement of the City of Patterson digest/millage rate or any costs associated with these advertisements nor the cost of printing the digest.

3. Compensation. For the provision of the services rendered under this Agreement, the TAX COMMISSIONER shall be paid annually by PATTERSON a sum equal to One and One-half percent (1 1/2 %) of the gross amount of municipal taxes levied for each year this Agreement is in effect. PIERCE COUNTY shall be paid annually by PATTERSON a sum equal to One percent (1%) of the gross amount of municipal taxes levied for each year this Agreement is in effect. The TAX COMMISSIONER shall deduct from the payments made to PATTERSON a sufficient amount to satisfy both the payment to be made to the TAX COMMISSIONER and the payment to be made to PIERCE COUNTY. The TAX COMMISSIONER shall promptly remit to PIERCE COUNTY such sums as are due PIERCE COUNTY.
4. Right of Inspection. PATTERSON shall have the right upon reasonable notice to inspect the books and records of the TAX COMMISSIONER as they pertain to the collection of municipal taxes.
5. Obligations Upon Termination. If this Agreement is not renewed, the TAX COMMISSIONER shall promptly make available to PATTERSON records which indicate the amount of any delinquent taxes, which remain uncollected on the date this Agreement expires.
6. Prior Year Delinquent Taxes. The TAX COMMISSIONER shall not be responsible for the collection of taxes which were delinquent on the effective date of the 2014 Agreement executed, but the TAX COMMISSIONER and PIERCE COUNTY shall be entitled to the compensation described in Paragraph 3 for all such taxes which are paid through the TAX COMMISSIONER. The Tax Commissioner shall continue to try to collect taxes that become delinquent during the term of the 2014 Agreement.
7. Expenses. The TAX COMMISSIONER and PIERCE COUNTY shall be solely responsible for all costs and expenses related to the collection of municipal taxes. Pierce County not he Tax Commissioner shall be responsible for advertisement of the City of Patterson digest/millage rate or any costs associated with these advertisements or the cost of printing the digest.

8. Further Assurances. If at any time after the execution of the Agreement any party shall determine that further instruments or assurances are necessary or desirable to carry out the terms of this Agreement, the Parties shall execute and deliver all such instruments and assurances and to all things reasonably necessary and proper to carry out the terms of this Agreement.
9. PATTERSON's Representations, Warranties, and Covenants. PATTERSON hereby represents, warrants, and covenants the following, which representations, warranties and covenant shall survive the Execution of this Agreement:
 - a. PATTERSON warrants that neither the execution and delivery of this Agreement, not the consummation of the transaction contemplated hereunder, not compliance by PATTERSON with any of the terms or provisions hereof will conflict with, violate or result in a breach of (1) any law, judgment, decree, order, rule, or regulation, or (2) the terms or conditions of any contract, agreement or other instrument or restriction to which the PATTERSON (or if a corporation, its officers, directors, shareholders or affiliated corporation) or any predecessor, successors, or agents of PATTERSON is/are a party.
 - b. PATTERSON further states that there are no suits, judgments, bankruptcies, executions, or liens of any kind pending against the undersigned in any court whatsoever that could in any way affect its performance under this Agreement.
 - c. PATTERSON further states that, to the best of its knowledge, PATTERSON is in compliance with all applicable State, County, City, Federal statutes, rules, ordinances and regulations applicable to the subject matter of this Agreement.
10. PIERCE COUNTY's Representations, Warranties and Covenants. PIERCE COUNTY hereby represents, warrants and covenants the following, which representations, warranties and covenant shall survive the Execution of the Agreement:
 - a. PIERCE COUNTY warrants that neither the execution and delivery for this Agreement not the consummation of the transaction contemplated hereunder, not compliance by PIERCE COUNTY with any of the terms or provisions hereof will conflict with, violate or result in a breach of (1) any law, judgment, decree, order, rule, or regulation, or (2) the terms or conditions of any contract, agreement or other instrument or restriction to which PIERCE COUNTY (or if a corporation, its officers, directors, shareholders or affiliated corporation) or any predecessor, successors, or agents of PIERCE COUNTY is/are a party.
 - b. PIERCE COUNTY further states that there are no suits, judgments, bankruptcies, executions, or liens of any kind pending against the undersigned in any court whatsoever that could in any way affect its performance under this Agreement.
 - c. PIERCE COUNTY further states that, to the best of its knowledge, PIERCE COUNTY is in compliance with all applicable State, County, City and Federal statutes, rules, ordinances and regulations applicable to the subject matter of this Agreement.
11. Authority. The Parties warrant, represent and covenant each for itself/themselves, has full right, power, authority and capacity to execute and deliver this Agreement and to perform their respective obligations under this Agreement; the execution and delivery of, and the performance and consummation of the transactions contemplated by this Agreement have been duly authorized by all requisite action of the Parties.

12. Time is of the Essence. Time is of the essence of each and every provision of this Agreement.
13. Headings. Headings as to the contents of particular paragraphs hereunder are inserted for convenience and are in no way to be construed as part of the Agreement or as a limitation on the scope of the particular paragraphs to which they refer.
14. Governing Law. This Agreement shall be interpreted and construed pursuant to the laws of the State of Georgia.
15. Attachments. All exhibits or other attachments to this Agreement are incorporated into the Agreement as if set out in full at the first place in the Agreement that reference is made thereto.
16. Entire Agreement; Amendment. This Agreement, including all exhibits attached hereto, constitutes the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior and other misunderstandings. No alteration, amendment, change, modification, addition or termination of the Agreement shall be enforceable unless in writing and signed by the party against whom enforcement is sought.
17. Benefit and Assignment. This Agreement shall bind and benefit each of the parties hereto and, as applicable, their respective heirs, executors, administrators, personal representatives, successors and assigns. No Party may assign any interest or responsibility pursuant to the terms of this Agreement without the expressed consent of the other Parties hereto.
18. Severability. If any provision of this Agreement or its application shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of all other application of that provision and of all other provisions and applications shall not in any way be affected or impaired.
19. Waivers. No waiver by any Party hereto at any time of a breach by another Party of any provision of this Agreement shall be deemed a waiver of any similar or dissimilar provisions hereof at the same or any prior or subsequent time.
20. Force Majeure. No Party shall be held responsible or liable for delays or failure to perform hereunder when such delay or failure is caused by or due to a catastrophe, riot, war, strike, fire, accident, act of God or compliance with any law, regulations, rule of order by any local, state, or federal governmental authority.
21. Recitals. The recitals above set forth are part of the Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be execute and where needed their official seals attached on the date first above written.

CITY OF PATTERSON

By: _____

R.D. Thomas, Jr.

Attest: _____

Signed, sealed and delivered
In the presence of:

Tina T White
Witness



Notary Public (Seal)



Raymond Carol Cunningham

My Commission Expires:

9-3-2022

PIERCE COUNTY, GEORGIA:

By: _____

Print Name: Neal Bennett, Chairman

Attest: _____

(Seal)

Signed, sealed and delivered
In the presence of:

Witness

Notary Public (Seal)

Terresa Davis

Pierce County Tax Commissioner

Signed, sealed and delivered
In the presence of:

Nicole Scurry
Witness

Notary Public (Seal)



In the presence of:

Melissa J. Grier

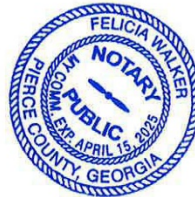
Witness:

Felicia Walker

Notary Public (Seal)

Print Name:

My Commission Expires:



Commissioner Mike Streat made a motion to approve the agreement with the City of Patterson, Pierce County Board of Commissioner and Pierce County Tax Commissioner for the collection of city taxes for Patterson by Tax Commissioner Terresa Davis until December 31, 2024. Commissioner David Lowman seconded the motion and all voted aye. Motion was approved.

9. Discussion and request to appoint Guylee Washington of Patterson GA to fill a vacant term on the Pierce County DFCS Board that will expire December 31, 2024.

Commissioner Mike Streat made a motion to appoint Guylee Washington to fill a vacant term on the Pierce County DFCS Board that will expire December 31, 2024. Commissioner David Lowman seconded the motion and all voted aye. Motion was approved.

10. Request to amend the Position Control Count for the Office of the Sheriff and the Recreation Department and Facilities Department. This will change the Investigations count from 4FT and 2PT to 4.5 FT and 2PT, the Jail count from 25FT to 23.5FT.

Exhibit B Position Count

Department	Full Time 2021	Amendment Request	Part Time 2021	Amendment Request	Paid-Elected 2021	Paid Unit Support - As Needed Employees 2021	Total Positions Authorized 2021	Amended TOTAL Count
Commissioners/Chairman	0		0		4	0	4	4
Chairman	0		0		1	0	1	1
County Manager	1		0		0	0	1	1
County Clerk	1		0		0	0	1	1
Elections	2		0		0	5	7	7
Finance	2		1		0	0	3	3
County Attorney	0		1		0	0	1	1
Tax Commissioner	4		0		1	0	5	5
Tax Assessor	5		0		0	3	8	8
Maintenance	4	-2	1		0	0	3	3
Superior Court	0		0		4	0	4	4
Clerk of Court	5		0		1	0	6	6
State Court	0		0		1	0	1	1
Solicitor General	1		0		1	0	2	2
Magistrate	2		1		1	0	4	4
Probate	2		0		1	0	3	3
Sheriff Admin	3		0		1	0	4	4
Criminal Investigations	4	0.5	2		0	0	6	6.5
Deputies	13		5		0	0	18	18
Jail Operations	25	-1.5	0		0	0	25	23.5
Work Detail	1		0		0	0	1	1
Resource	1		0		0	0	1	1
Bailiffs	0		7		0	0	7	7
FIRE	1		0		0	56	57	57
Coroner	0		0		1	0	1	1
EMA	1		1		0	0	2	2
Road Admin	2		0		0	0	2	2
Road Unpaved	17		1		0	0	18	18
Recreation	4	1	2	-1	0	13	19	19
County Extension Service	0		4		0	0	4	4
Planning & Codes	2		0		0	0	2	2
E911	7		0		0	0	7	7
TOTAL	110	-2	26	-1	17	77	228	227

This amendment takes 2 FT positions from the Jail and adds the sharing of Captain Britt in each department with his personnel expenses split.

Commissioner Randy Dixon made a motion to approve the amended position control count as presented. Commissioner Harold Rozier seconded the motion and all voted aye. Motion was approved.

11. Discussion and request to approve Resolution 2021.09.07.01 Application for CDBG-CV Food Banks Grant and the designation of a cash match for 10% of the project total. County Manager Rubenbauer shared that DCA has some ARPA funds that they are using for food pantries. In speaking with Brenda Sutton who manages the Pierce County Food Pantry we have been made aware that there is an increase in need and a desire to build a new site. We intend to apply for 1.5 Million in funding which will require a \$150,000.00 match. We have a few locations we have been looking at as possible locations.

RESOLUTION
OF PIERCE COUNTY, GEORGIA
TO SUBMIT AN APPLICATION TO OBTAIN A 2021 COMMUNITY DEVELOPMENT BLOCK GRANT—CORONAVIRUS FUNDING FOR A
FOOD PANTRY

WHEREAS, Pierce County has identified a need for a larger facility be used as a Food Pantry due to the increased demand for food supplementation services to the citizens of Pierce County related to the impacts of COVID-19; and

WHEREAS, Pierce County lacks sufficient funds to address the identified need; and

WHEREAS, the Georgia Department of Community Affairs Community Development Block Grant--Coronavirus (CDBG--CV) program has funds to assist Pierce County in addressing this need; and

WHEREAS, the CDBG-CV grant does require a 10% cash match

THEREFORE, be it resolved that Pierce County will submit a Community Development Block Grant—Coronavirus application for the 2021 round of competition to the Georgia Department of Community Affairs to address the identified need not to exceed \$1.5 million dollars and authorizes the Chairman as the official representative to act in connection with the application.

BE IT FURTHER RESOLVED, that Pierce County is committed to provide the 10% cash match of that amount which is awarded by the Department of Community Affairs from the American Rescue Plan funds received by the United States Treasury.

SO RESOLVED this 7th day of September 2021.

Signature of Chairman
(SEAL)

Signature of County Clerk

Commissioner Randy Dixon made a motion to approve Resolution 2021.09.07.01 Application for CDBG-CV Food Banks Grant and the designation of a cash match for 10% of the project total. Commissioner Mike Streat seconded the motion and all voted aye. Motion was approved.

12. Adjourn – Chairman Bennett adjourned the meeting at 6:25 PM