

MITCHELL COUNTY BOARD OF COMMISSIONERS
COMMISSION MEETING
AGENDA
March 12, 2024
5:00 PM

I. CALL TO ORDER

A. Chairman Benjamin Hayward

II. INVOCATION

A. Mr. Jerry Permenter

III. PLEDGE OF ALLEGIANCE

IV. APPROVAL OF MINUTES:

A. Regular Meeting, February 13, 2024

B. Work Session, February 26, 2024

V. OLD BUSINESS:

A. Diverse Power Incorporated Lease Agreement

B. Right of Entry Work Policy

VI. NEW BUSINESS:

A. DOT Bridge Replacement Memorandum of Agreement

B. Board of Health Position

C. Georgia Opioid Settlement Advisory Commission & Regional Advisory Councils Appointment

VII. COMMISSION AND ADMINISTRATIVE REPORTS

A. County Administrator

B. Finance Officer

C. County Attorney

VIII. CITIZEN COMMENTS

IX. ADJOURN



Agenda Item Coversheet

Chairman Benjamin Hayward



Agenda Item Coversheet

Mr. Jerry Permenter



Agenda Item Coversheet

Regular Meeting, February 13, 2024

ATTACHMENTS:

Description	Upload Date	Type
Regular Meeting, February 13, 2024	3/4/2024	Cover Memo

MINUTES OF THE REGULAR MEETING OF THE MITCHELL COUNTY BOARD OF COMMISSIONERS HELD TUESDAY AT 5:00 P.M., FEBRUARY 13, 2024, IN THE COMMISSIONERS MEETING ROOM AT 5201 HIGHWAY 19 SOUTH, CAMILLA, GEORGIA.

Commissioners present:

Benjamin Hayward, Chairman
David Sullivan, Commissioner

B. Keith Jones, Commissioner
Julius Hatcher, Commissioner

Staff present: Gary Rice, Administrator, Jerry Permenter, CFO, Rebecca Reese, County Clerk, Samantha White, Insurance Coordinator, Samantha Carr, Asst. CFO

Chairman Hayward called the meeting to order. County Attorney Russell Britt joined the meeting by telephone. Commissioner Reggie Bostick was not present at the meeting.

INVOCATION

Mr. Jerry Permenter

PLEDGE OF ALLEGIANCE

Recited in unison.

APPROVAL OF MINUTES

Chairman Hayward called for the approval of the minutes of the following meetings: Regular Meeting, January 9, 2024, and Work Session, January 29, 2024. Commissioner Hatcher made a motion to approve the January minutes. Commissioner Sullivan seconded the motion with all in favor.

Mr. Rice opened the floor to hear the following public hearing.

PUBLIC HEARING

- Request for a Rural Business with a variance in building size from 1,000 square feet to 1,422 in an Ag Zone, to allow the applicant Mrs. Rhonda Hilliard to construct a commercial catering kitchen on the property located 5980 Branchville Road, Camilla. The 2.90-acre parcel is on Zoning Map 066, Parcel 010. The property owner is Mrs. Rhonda Hilliard. Ms. Hilliard

address the Board to speak in favor of her request. There being no one to speak in opposition, the hearing was closed.

NEW BUSINESS

Resolution #2024-004 Mrs. Rhonda Hilliard: This resolution authorizes a rural business with a variance in building size from 1,000 square feet to 1,422 square feet in an Ag Zone to construct a commercial catering kitchen. Commissioner Sullivan made a motion to approve this resolution as read. Commissioner Jones seconded the motion with all in favor.

Mitchell County Surplus Equipment & Vehicles: Commissioner Hatcher made a motion to approve the following vehicles and equipment surplus list below. Commissioner Sullivan seconded the motion with all in favor.

Probation	
2005 F-150KLT	VIN 1FTPW14545KE65777
2011 Dodge Charger	VIN 2B3CL1CT4BH588856
Public Works	
2009 Ford F-150	VIN 1FTRW14829KC82235
2014 Kenworth T370 Dump Truck	VIN 2NKHLJ9X6FM435552
Recreation	
(3) Grasshopper Riding Lawn Mowers	

911 CAD Upgrade: Commissioner Jones made a motion to approve the 911 CAD Upgrade of \$42,539.00 and for the upgrade to be paid from the 2018 SPLOST (Special Purpose Local Options Sales Tax) fund. Commissioner Sullivan seconded the motion with all in favor.

911 Phone System & Recorder Upgrade: Commissioner Jones made a motion to approve 911 System & Recorder Upgrade. Commissioner Sullivan seconded the motion with all in favor. This upgrade will be paid for from the 2024 SPLOST fund. Mr. Rice requested this be funded from the first funds collected on the 2024 SPLOST.

Public Works Dump Truck Purchase: Commissioner Hatcher made a motion that the Board accept the low bid of \$172,322.00 from Worldwide Equipment Government and Municipal Sales. Commissioner Jones seconded the motion with all in favor. Commissioner Jones asked what the difference was between the two bids. Mr. McCook, Interim Road Superintendent, said the low bid was designed specifically for what they needed.

Performance Peterbilt of Albany LLC	\$180,951.00
Worldwide Equipment Government and Municipal Sales	\$172,322.00

Public Works Hot Box Trailer: Commissioner Jones made a motion to approve the purchase of the Hot Box Trailer for \$54,092.80. Commissioner Hatcher seconded the motion with all being in favor. Mr. McCook said the hot box trailer is used for patching roads and the current hot box trailer does not get hot enough. The hot box is a budgeted item.

Diverse Power Incorporated Lease Agreement: This item was tabled by the Board to allow the county attorney time to review this lease.

Right of Entry Work Policy: This item was tabled by the Board to allow the county attorney time to review this policy.

Waste Collection Hours of Operation & Holiday Schedule: Mr. Rice provide the Board with an analysis of the waste collection for the month of December 2023 and January 2024 to get an idea of the activity of waste collected at the sites (Hopeful, Locast, Highway 37, and John Collins). After some discussion by the Board regarding the changes to the hours of operation and the holiday schedule, Commissioner Hatcher made a motion to approve the recommended schedule by the County Administrator. Commissioner Sullivan seconded the motion. The motion passed with Chairman Hayward and Commissioner Hatcher and Sullivan voting in favor of the motion and Commissioner Jones voting against the motion. The waste collection sites' hours of operation will change during daylight savings time and the sites will be closed on Thanksgiving, Christmas, and New Years Day. The Locast site will be closed on Sundays. These changes will be effective this year.

COMMISSION AND ADMINISTRATIVE REPORTS

County Administrator

- The staff is continuing training in the new software and the department heads will begin soon.
- Encouraging the Board to continue watching legislative changes and notify your representative with your concerns.

Chief Financial Officer

Nothing to report.

County Attorney

Nothing to report.

Chairman Hayward called for any reports from departments in attendance. Fire Chief Micheal Jones informed the Board that the volunteer fire department had received a \$20,000 grant from Mitchell County EMC (Electric Membership Corp.).

Ms. Christi Dixon, recently retired nurse manager, introduced the new County Nurse Manager, Ms. Krystal Woods, who is replacing Ms. Dixon at the Health Department.

CITIZEN COMMENTS

Ms. Doris Johnson addressed the Board to thanked them for the work that was done on South Turkey Road. Ms. Johnson requested the Board send the engineer out to look at her road. She then asked the Board to contact Mr. Christopher Drake, representative from Congressman Sanford Bishop's office, to discuss how they could help get funds to pave (2) two miles of South Turkey Road. Chairman Hayward said he would have the administrator contact Mr. Drake.

Chairman Hayward called for a motion to go into Executive Session to discuss pending litigation. Commissioner Jones made a motion to go into Executive Session. Commissioner Sullivan seconded the motion with all in favor.

The Board went into Executive Session at 5:40 p.m.

Commissioner Sullivan made a motion to exit out of Executive Session. Commissioner Hatcher seconded the motion with all in favor.

The Board exited out of Executive Session at 5:56 p.m.

Commissioner Sullivan made a motion to return to the regular session. Commissioner Hatcher seconded the motion with all in favor.

Chairman Hayward said there were no action taken in Executive Session.

There being no further business, Commissioner Hatcher made a motion to adjourn the meeting. Commissioner Sullivan seconded the motion with all in favor.

The meeting adjourned at 5:56 p.m.

Benjamin Hayward, Chairman

Rebecca Reese, County Clerk



Agenda Item Coversheet

Work Session, February 26, 2024

ATTACHMENTS:

Description	Upload Date	Type
Work Session, February 26, 2024	3/4/2024	Cover Memo

MITCHELL COUNTY BOARD OF COMMISSIONERS
WORK SESSION MINUTES
MONDAY @ 5:00 P.M., FEBRUARY 26, 2024
COMMISSION OFFICE, 5201 HIGHWAY 19 S, CAMILLA, GA

Commissioners present:

Benjamin Hayward, Chairman
Julius Hatcher, Commissioner

David Sullivan, Commissioner
Keith Jones, Commissioner

Staff present: Gary Rice, Administrator, Jerry Permenter, CFO, Rebecca Reese, County Clerk, Samantha Carr, Assistant CFO, Samantha White, Insurance Clerk

CALL TO ORDER

Chairman Hayward called the meeting to order. Commissioner Reggie Bostick was not present at the meeting. Mr. Russell Britt, County Attorney, joined the meeting by telephone.

WORK SESSION PRESENTATION

De Sota Trail Regional Library – Ms. Nyisha Keys, Director: Ms. Nyisha Keys, Director of the De Sota Trail Regional Library, addressed the Board to inform them of a funding issue with the library. Ms. Keys gave a timeline of things that had occurred relating to the funding issues. She told the Board that during the City of Camilla February 5th council meeting they voted to reduce the funding allocated to the library from \$40,000.00 to \$15,000.00. Ms. Keys said they had already received a portion of the budgeted amount, but they are short \$20,000.00. Ms. Keys stated that without the \$20,000.00 they need it puts the library at risk of losing state funding for salaries, the use of Galileo and Pines, the summer reading program, and the regional headquarters being in Camilla. She said the Camilla library is the headquarters for (5) five regional branches. Ms. Keys stated they need \$20,000.00 by June. She said they had received one of the (2) payments from the City of Camilla but they still have a deficit of \$20,000.00. This shortage is due to the City of Camilla voting to reduce the funding for them. Commissioner Jones commended Ms. Keys for her persistence and told her she had his support. Dr. Joshua Butler, Mitchell County representative on the Library Board, addressed the Board to inform them of the lack of content, the miscommunication and misinformation about the library issue. He said he is committed to keeping the regional office in Camilla. Ms. Keys said she has held two town hall meetings to galvanize support. She said without the funding there would also be a reduction in operating hours. Commissioner Sullivan asked what the amount of the library's annual budget is. Ms. Keys said \$657,000.00. Commissioner Sullivan stated if the funding is lost that is a 50% reduction in funding. Mr. Rice said the library is funded through the Service Delivery Strategy with the (6) six entities (Mitchell County Board of

Commissioners, Cities of Pelham, Camilla, and Sale City, Mitchell County School System, and Pelham School System) providing the funding to the library. Mr. Rice requested the Board to permit him to meet with the funding sources to resolve this issue and will bring back to the Board a plan of action. Chairman Hayward directed Mr. Rice to bring back a plan that will resolve this issue not only now, but for the next years.

OLD BUSINESS

Diverse Power Incorporated Lease Agreement: County Attorney Britt reported that he has reviewed the lease agreement with Diverse Power and the necessary edits that comply with State law have been made. He said he will have the agreement ready before the next meeting for a vote.

Right of Entry Work Policy: County Attorney Britt informed the Board he was still working on the Right of Entry Policy. He said he was also looking at what other counties were doing.

NEW BUSINESS

DOT Bridge Replacement Memorandum of Agreement: Mr. Rice reported the DOT Bridge Replacement MOA (Memorandum of Agreement) had been approved by the county attorney and will be presented for consideration of approval at the regular meeting. The bridge being replaced is CR288/Whigham Road at the Big Slough.

Board of Health Position: Mr. Rice reported that Mr. Joe McGalliard has decided to resign from the Board of Health. Commissioner Hatcher appointed Mr. McGalliard. Commissioner Hatcher said Ms. Denise McGalliard has expressed an interest in serving on the Board of Health.

COMMISSION AND ADMINISTRATIVE REPORTS

County Administrator

- We had our engineer look at Breast Station Road and we are working on an offer with the County Attorney.
- Applied for a Community Grant from Golden Triangle for a segregated dog crate.
- The Mitchell County Code of Ordinances should be updated to better fit the new accounting software, including a purchase order process.
- The Mitchell County Disaster Recovery and Redevelopment Plan has been approved by the Georgia Emergency Management Agency. The amended ordinance will be presented at the March meeting with adoption in the April meeting.

- The State is forming a Georgia Opioid Settlement Advisory Commission and Regional Advisory Councils to help guide the settlements. They are requesting local government participation. A recommendation will be presented to the Board in March to appoint Judge Rick Waters to this council if the Board does not have an appointment to recommend. Judge Waters has been very active in the Opioid remediation strategies.
- We are exploring a Tire Amnesty Grant for late fall.
- Recreation Spring sports sign up is currently underway.

Commissioner Jones requested the status of the following items:

- The Donnie Cochran Building: Mr. Rice said they are working with the City of Pelham and the city has ordered three heaters since only one of the heaters was in proper working condition.
- Weight gym at the Donnie Cochran Building: Mr. Rice advised he is currently working with two employees to see what equipment is needed. He has also reached out to our insurance carriers to see if there are any wellness grants available. This weight gym would be for Michell County and City of Pelham employees to use.
- Working on a CDBG Grant with Pelham City Manager for a soccer field. Commissioner Jones asked if the field could be used temporarily until something is placed there. Mr. Rice said “yes,” but the field is extremely hard.
- Working on preliminary design for Shingle Road.
- Viewing 911 calls for discovery cost savings. Mr. Rice said we will address the 911 costs in the Service Delivery Strategic Plan.
- View the Strategic Plan on infrastructure and resurfacing. Mr. Rice stated the process has not changed and the commissioners submit roads from their district for resurfacing and then an engineer goes out to evaluate the roads and makes recommendations which the Board approves.

Mr. Rice said he would keep Commissioner Jones updated on his requests.

Commissioner Sullivan said before we open a discussion regarding the Service Delivery Strategy around the cost of 911, we need to establish the cost for 911 calls.

Chief Finance Officer

- Mr. Permenter commended Ms. Samantha Carr for her leadership role of spearheading the new accounting system and moving this project “go live” date to June 1st.
- The annual audit has begun. Mr. Permenter said he reiterated the importance of a timely completion date of the audit.

Mayor James Eubanks said the City of Pelham is committed to working with the County on the library situation.

There being no further business, the meeting adjourned at 5:46 p.m.

Benjamin Hayward, Chairman

Rebecca Reese, County Clerk



Agenda Item Coversheet

Diverse Power Incorporated Lease Agreement

ATTACHMENTS:

Description	Upload Date	Type
Diverse Power Incorporated Lease Agreement	2/8/2024	Cover Memo

LEASE AGREEMENT

THIS LEASE AGREEMENT (hereafter "Agreement") is made this _____ day of _____ 2023, by and between Mitchell County (hereafter "Lessor"), and **DIVERSE POWER INCORPORATED**, an Electric Membership Corporation (hereafter "Lessee").

1. Site Lease. Subject to the terms and conditions contained in this Agreement, Lessor hereby leases to Lessee that parcel of land more particularly described within **Exhibit "A"** annexed hereto (hereafter "Property").

2. Use. The Property may be used by Lessee for the transmission and receipt of wireless communication signals in any and all frequencies and the construction and maintenance of towers, antennas or buildings and related facilities and activities ("Intended Use"). Prior to installation of same, Lessee shall submit the plans and specifications for said facility for approval by Lessor, which shall not be unreasonably withheld, delayed or conditioned. Lessee shall comply in all aspects with all local, state and federal laws, rules, ordinances and regulations governing Lessee's activities on the Property and/or Easement, including, but not limited to the any applicable zoning ordinance. Lessor agrees to cooperate with Lessee in obtaining, at Lessee's expense, all licenses or permits required for Lessee's use of the Property and/or Easement (hereafter "Government Approvals"). Lessee may construct additional improvements, demolish and/or reconstruct improvements, or restore, replace and reconfigure improvements at any time during the Initial Term or any Renewal Term of this Agreement.

3. Lease Term.

(a) The Initial Term of the Lease shall be five (5) years commencing on the date Tenant starts installation of the Antenna Facilities (the "**Commencement Date**"), and ending on the day immediately preceding the fifth (5th) anniversary of the Commencement Date (the "**Initial Term**"). The Initial Term, together with any Renewal Terms and Extended Periods are referred to collectively as the "**Term**."

(b) The Initial Term shall automatically renew for four (4) successive renewal terms of five (5) years each (each a "**Renewal Term**"), provided, however, that Tenant may elect not to renew by providing notice prior to the expiration of the then current Term.

(c) Within 24 Months of the final renewal the parties may renegotiate the terms of the lease.

8. Improvements; Utilities; Access.

(a) Lessee shall have the right, at Lessee's sole cost and expense, to erect and maintain on the Property improvements, personal property and facilities, including without limitation, towers, a structural tower base, radio transmitting and receiving antennas; communications equipment, and equipment cabinets or shelters and related facilities (collectively "Tower Facilities"). The Tower Facilities shall remain the exclusive Property of the Lessee throughout the Term and upon termination of this Agreement. Lessee shall have the obligation to remove all of the above and below -ground portions of the Tower Facilities following any termination of this Agreement, and shall return the Property to Lessor in substantially the same condition as it existed upon the Commencement Date of this Agreement, reasonable wear and tear excepted. Lessor grants Lessee the right to clear all trees, undergrowth or other obstructions on the Property and/or Easement and to trim, cut and keep trimmed and cut all tree limbs on the Property and/or Easement which may interfere with or fall upon Lessee's tower or Lessee's other improvements, communications equipment or Easement rights. Lessor grants Lessee a non-exclusive Easement in, over, across and through other real property owned by Lessor as reasonably required for construction, installation, maintenance and operation of the Tower Facilities. No improvements of Lessee pursuant to this Agreement shall be constructed in such a manner as to interfere with Lessor's access to its water tower located in close proximity to the Property.

(b) Lessee shall have the right to install utilities, at Lessee's expense, and to improve present utilities on the Property and Easement (including but not limited to the installation of emergency power generators). Lessee shall have the right to permanently place utilities on (or bring utilities across or under) the Easement to service the Property and the Tower Facilities. In the event that utilities necessary to serve the equipment of Lessee or the equipment of Lessee's licensee(s) or sub-lessee(s) cannot be located within the Easement for ingress and egress, Lessor agrees to cooperate with Lessee and to act reasonably in attempting to locate and allow utilities elsewhere on the Parent Parcel or on other real property owned by Lessor, with any additional compensation required for such use being agreed upon by Lessee and Lessor. Lessor shall, upon Lessee's request, execute a separate written Easement to the utility company providing the service for Lessee in a form which may be filed of record evidencing this right.

(c) Lessor represents and warrants to Lessee that Lessee shall at all times during this Agreement enjoy ingress, egress and access from the Property and/or Easement through an open

billing relating to any real or personal property taxes for which Lessee is responsible under this Agreement within thirty (30) days of receipt of same by Lessor. Lessee shall have no obligation to make payment of any real or personal property taxes until Lessee has received notice, assessment or billing relating to such payment in accordance herewith. Lessee shall have the right, at its sole option, and at its sole cost and expense, to appeal, challenge or seek modification of any real or personal property tax assessment or billing for which Lessee is wholly or partly responsible for payment under this Agreement. Lessor shall reasonably cooperate with Lessee in filing, prosecuting and perfecting any appeal or challenge to real or personal property taxes as set forth herein, including but not limited to executing consent to appeal or other similar document.

13. Damage or Destruction. If the Property or Tower Facilities are destroyed or damaged so as to hinder the effective use of the Tower Facilities in Lessee's judgment, Lessee may elect to terminate this Agreement as of the date of the damage or destruction by so notifying the Lessor. In such event, all rights and obligations of Lessee to Lessor shall cease as of the date of the damage or destruction, except that Lessee shall return the Premises to Lessor in the condition it received the Property, reasonable wear and tear and damage by the elements excepted. Lessee shall be entitled to reimbursement of any Rent paid past the termination date.

14. Condemnation. If a condemning authority takes all of the Property and/or Easement, or a portion sufficient in Lessee's determination to render the Property and/or Easement in the opinion of Lessee unsuitable for Lessee's Intended Use, this Agreement shall terminate as of the date title vests in the condemning authority.

15. Insurance. Lessee shall purchase and maintain in full force and effect throughout the Initial Term and any Renewal Term liability and property damage policies. Said policy and general liability insurance shall provide for no less than a combined single limit of Three Million Dollars (\$3,000,000.00) per occurrence. Lessor shall be named as an additional insured on the general liability insurance required herein.

16. Environmental Compliance. Lessor makes neither representation nor warranty as to whether the Property is free of contaminants, oils, asbestos, PCB's, hazardous substances or waste as defined by federal, state or local environmental laws, regulations or administrative orders or other materials, the removal of which is required or the maintenance of which is prohibited, regulated or penalized by any federal, state or local governmental authority ("Hazardous Materials"). Lessee agrees that it shall lease the Property "as is."

Lessee: Diverse Power Incorporated
ATTN: Randy Shepard
P.O. Box 160
LaGrange, Georgia 30241

With copy to: D. Ray McKenzie, Jr.
WILLIS McKENZIE LLP
300 Smith Street
LaGrange, Georgia 30241

19. Title and Quiet Enjoyment. Lessor warrants and represents that (i) it has the full right, power and authority to execute this Agreement; and (ii) the Property constitutes a legal lot that may be leased without the need for any subdivision or platting approval. Lessor covenants that Lessee shall have the quiet enjoyment of the Property during and Easement during the Term of this Agreement. This Agreement shall be an estate for years and not a usufruct.

20. Assignment. Any sublease, license or assignment of this Agreement that is entered into by Lessor or Lessee shall be subject to the provisions of this Agreement. Additionally, Lessee may mortgage or grant a security interest in this Agreement and the Tower Facilities, and may assign this Agreement and the Tower Facilities to any such mortgages or holders of security interest including their successors and assigns (hereinafter collectively referred to as "Secured Parties"). In such event, Lessor shall execute such consent to leasehold financing as may reasonably be required by Secured Parties. Lessor agrees to give Secured Parties the same right to cure any default as Lessee except that the cure period for any Secured Party shall not be less than ten (10) days after the receipt of the default notice. Lessee may assign this Agreement to another entity with the consent of Lessor, which shall not be unreasonably withheld, delayed or conditioned. If a termination, disaffirmance or rejection of this Agreement pursuant to any laws (including any bankruptcy or insolvency laws) by Lessee shall occur, or if Lessor shall terminate this Agreement for any reason, Lessor will give (upon proper proof of authority) the Secured Parties the right to enter upon the Property for the purpose of removing any

(g) Lessee may file of record in the property records of _____ County, Georgia, a Memorandum of Lease which sets forth the names and addresses of Lessor and Lessee, the legal description of the Parent Parcel, Property and the Easements, the duration of the Initial Term and the quantity and duration of the Renewal Terms.

(h) Lessor shall cooperate with Lessee in executing any documents reasonably necessary to protect Lessee's rights under this Agreement or Lessee's use of the property and the Easements and to take such action as Lessee may reasonably require to affect the intent of this Agreement, including expending Lessor's commercially reasonable efforts to obtain a non-disturbance and attornment agreement from Lessor's mortgagees, if requested by Lessee.

(i) This Agreement may be executed in two or more counterparts, all of which shall be considered one in the same agreement and shall become effective when one or more counterparts have been signed by each of the parties, it being understood that all parties need not sign the same counterpart.

(j) Lessee may obtain title insurance on its interest in the Property and Easement, and Lessor shall cooperate by executing documentation reasonably required by the title insurance company.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Agreement as of the date first written above.

(Signatures on the following page)

LESSOR:

_____ (SEAL)

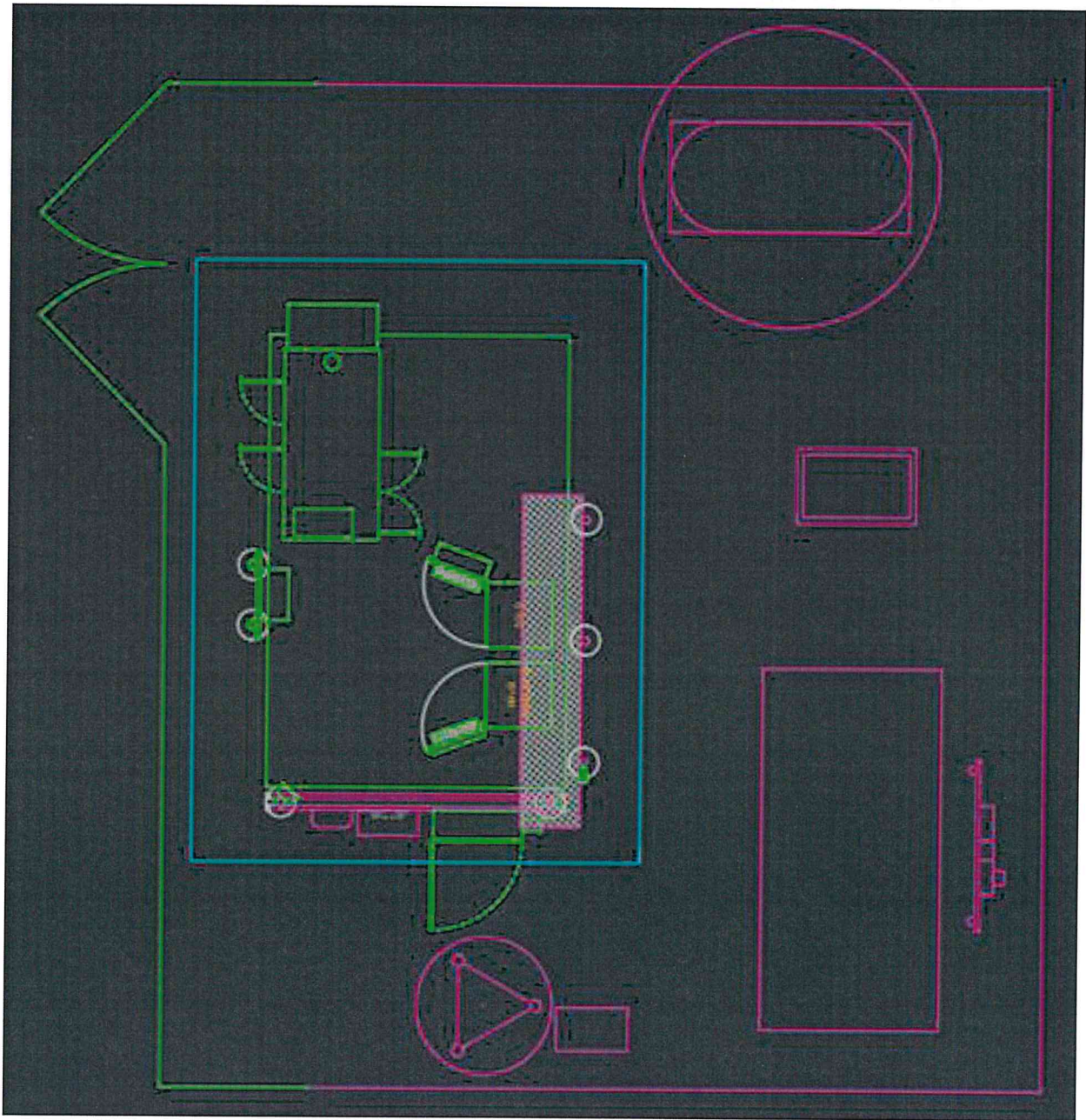
BY: _____

ATTEST: _____

Signed, sealed and delivered this _____

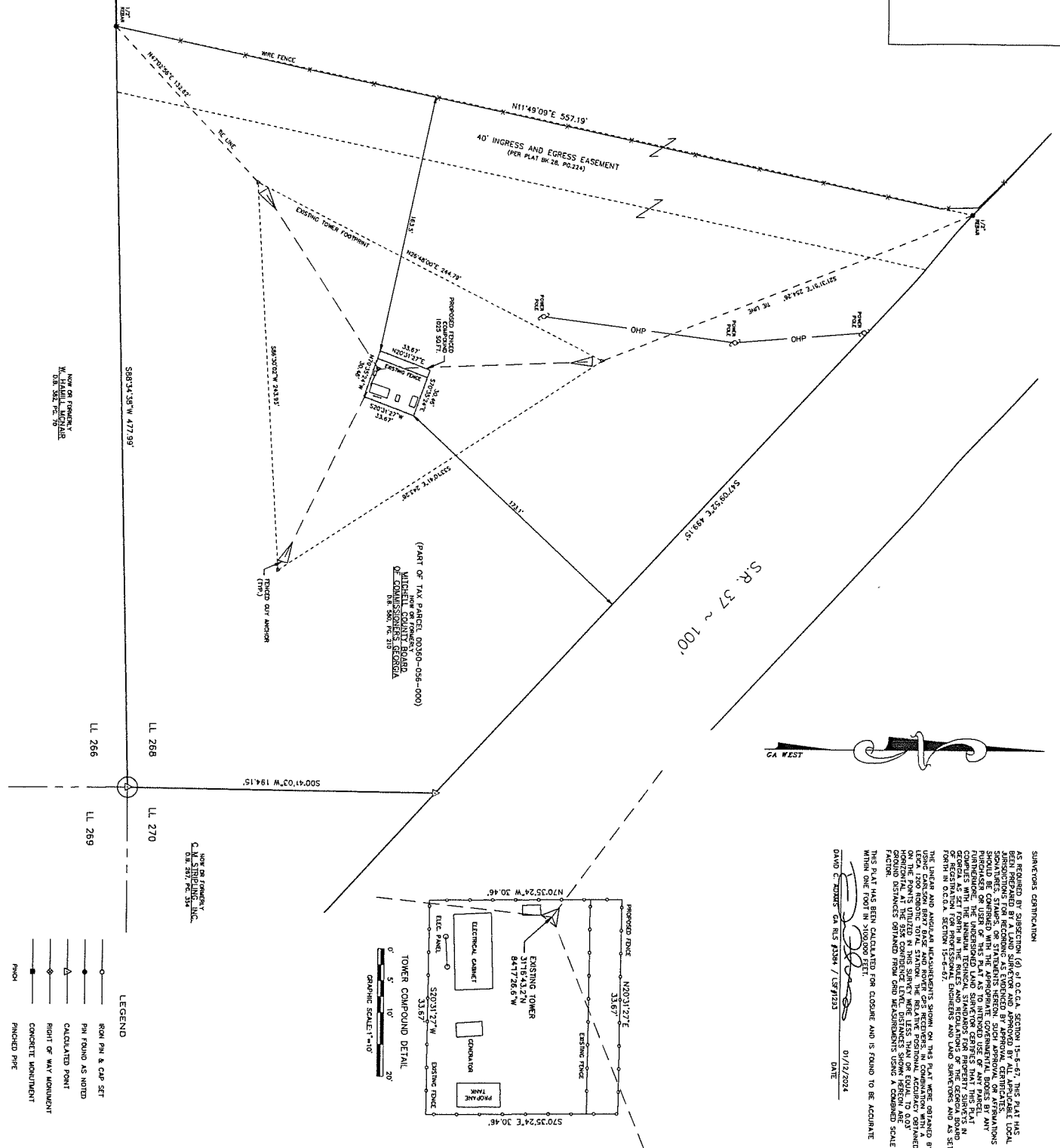
Exhibit A

1.5 acres more or less on the property of the lessor on the South side of Highway 37 in Mitchell County at the Stripling Irrigation Research ark with the relative Global Positioning System (GPS) location, 31.278, -84.290.

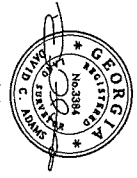


THIS BLOOD RESERVED FOR THE CLERK OF THE SUPERIOR COURT.

(PART OF TAX PARCEL 00360-056-000)
NOW OR FORMERLY
MITCHELL COUNTY BOARD OF COMMISSIONERS GEORGIA
D.B. 560, PG. 210

[illegible]

In my opinion, this Survey complies with both the rules of the Georgia Board of Registration for Professional Engineers and Surveyors and the



Adams & McLean
SURVEYING • LAYOUT • CONSULTING • PLANNING

WWW.AMSURVEYCO.COM • P.O. BOX 395 CATAULA, GA 31804
PHONE# (706) 573-4102

**TOWER AS-BUILT SURVEY
MITHCELL COUNTY TOWER SITE #2
LOCATED IN
LAND LOT 268 ~ 8th LAND DISTRICT
MITCHELL COUNTY, GEORGIA
FOR
DIVERSE POWER**

JOB NUMBER: 2024001 #2
SURVEYED BY: AM
DRAWN BY: CLM
SURVEY DATE: 01/02/2024
DRAWING DATE: 01/12/2024
CHECKED BY: DCA

PAGE NUMBER



Agenda Item Coversheet

Right of Entry Work Policy

ATTACHMENTS:

Description

DRAFT Private Property Work

Upload Date

1/26/2024

Type

Cover Memo

DRAFT

County Employees / Equipment—Work on private property.

(a) Private property work prohibited. In accordance with state law, county employees are prohibited from working on private property, except under the conditions noted in this policy.

(b) Conditions allowing work on private property. County employees may be permitted to work on private property under one or more of the following conditions:

(1) For law enforcement, building inspection, animal control and other such functions related to protecting the health and safety of Mitchell County citizens through the enforcement of federal, state, and local laws, and regulations.

(2) In the event of a locally declared natural or technological disaster or emergency on a case-by-case basis as determined by the Mitchell County Board of Commissioners.

(3) To fulfill a legitimate public interest associated with providing one or more the services authorized by the laws of the State of Georgia and on the case-by-case approval of the Mitchell County Board of Commissioners. Private property work of this type shall require a contract, easement, or other written agreement with the property owner acceptable to the County Attorney.

(4) In a situation to protect public infrastructure such as roads, bridges, or culverts, etc.

(5) Any other situation that, in the opinion of the County Attorney is permitted by Georgia law.

Interpretation. The Board of Commissioners reserves the right to interpret and apply this policy to the highest benefit of the public interest.

Process

In the event a situation exists that creates a hazard to public infrastructure, the following process must occur before county equipment or personnel can work on private property for one of the reasons listed above.

- 1) The County Administrator should be notified by the Mitchell County Department Head or citizen requesting a situation be evaluated.

- 2) The situation affecting the public infrastructure can be identified by either citizens or Mitchell County.
- 3) The situation must be studied by the Local Issuing Agency (LIA) and a certified engineer selected by Mitchell County.
- 4) If the situation is determined to be a hazard to the public infrastructure, the County Attorney must write a letter to the Mitchell County Board of Commissioners stating this activity is allowed by federal, state, and local laws and does not violate the Georgia Gratuities Clause.
- 5) If Mitchell County identifies the situation, Mitchell County will bear all expenses for Engineering and legal cost.
- 6) If a citizen requests a situation to be looked at and it is deemed a threat to the public infrastructure, Mitchell County will bear the expense for the engineer and legal cost.
- 7) If a citizen requests a situation to be looked at and it is not deemed a threat to the public infrastructure, the citizen will bear one-half of the expense for the engineer and legal cost with Mitchell County bear the other half of the expenses.
- 8) If a situation is identified as a threat to the public infrastructure as outlined above, a right of entry and a release of liability must be acquired from the property owner before any work can be performed.
- 9) This process can be bypassed if there is a situation where a catastrophic failure to the public infrastructure is imminent.
- 10) This does not affect any current prescriptive easement that may be in place.

References:

Gratuities Clause of the Georgia Constitution - Ga. Const. Art.III, Sec.VI, Para. VI(a)

Ga. Attorney General Unofficial Opinion No. U2001-4

Mitchell County Code of Ordinances, Chapter 30 – Environmental, Sec. 30.20 Definitions, *Local issuing authority*: The governing authority of any county or municipality which is certified pursuant to O.C.G.A. § 12-7-8(a).



Agenda Item Coversheet

DOT Bridge Replacement Memorandum of Agreement

ATTACHMENTS:

Description	Upload Date	Type
DOT Memorandum of Agreement	2/22/2024	Cover Memo



Russell R. McMurtry, P.E.,
Commissioner
One Georgia Center
600 West Peachtree Street, NW
Atlanta, GA 30308

(404) 631-1000 Main Office

October 10, 2023

Benjamin Hayward
Mitchell County Chairman
Mitchell County Board of Commissioners
5201 S US Hwy 19
Camilla, GA 31730

RE: PI 0016569 – CR 288/Whigham Road at Big Slough

Dear Chairperson:

This letter is to notify Mitchell County that the Memorandum of Agreement (MOA), that was previously signed and coordinated with the Office of Bridge Design and Maintenance (OBDM), has been revised through the Georgia Department of Transportation's (GDOT's) updated and required legal guidance. The signed MOA that was received from Mitchell County, for PI 0016569, has been destroyed and the revised MOA is attached with this letter.

The OBDM respectfully requests that Mitchell County review, sign and return the required pages of the attached MOA for further approval and execution with the Georgia Department of Transportation (GDOT). Pages three, and five through eight require county specific details, signatures, and seals where appropriate. Please ensure the seals are visible prior to scanning the pages and sending the pdf file via email. After approval by GDOT leadership, a final signed copy of the MOA will be emailed to Mitchell County.

Please return the requested pages and any questions, comments, or concerns via email to LocalBridges@dot.ga.gov or contact Neoma Walker, Bridge Program Manager at 404-985-1545. Thank you for your assistance and support in this matter.

Sincerely,

Donn Digamon
2023.10.05
13:32:19-04'00'



Donn P. Digamon, P.E.
State Bridge Engineer

cc: Jason Willingham, District Preconstruction Engineer

**MEMORANDUM OF AGREEMENT
BY AND BETWEEN
GEORGIA DEPARTMENT OF TRANSPORTATION
AND
MITCHELL COUNTY
FOR
RIGHT OF WAY**

THIS MEMORANDUM OF AGREEMENT (the "Agreement") is made and entered into as of _____ (the "Effective Date"), by and between the GEORGIA DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia (hereinafter called the "DEPARTMENT" or "GDOT"), and **MITCHELL COUNTY**, acting by and through its Chairman and Board of Commissioners (hereinafter called the "LOCAL GOVERNMENT").

WHEREAS, PI No. **0016569 – CR 288/Whigham Road at Big Slough** (hereinafter called "PROJECT") has been added to the Statewide Transportation Improvement Plan; and

WHEREAS, the DEPARTMENT policy requires, and the LOCAL GOVERNMENT has agreed, that the LOCAL GOVERNMENT shall fund a portion of the DEPARTMENT expenses associated with Right of Way ("ROW") Phase (hereinafter called the "ROW Phase") for the PROJECT; and

WHEREAS, the DEPARTMENT has determined guidance for estimating the amount contributed by each Local Government for ROW contributions for each PROJECT based on the level of complexity for the particular project; and

WHEREAS, the LOCAL GOVERNMENT has agreed to pay the amount for the ROW Phase to the DEPARTMENT as set forth herein; and

WHEREAS, the Constitution authorizes intergovernmental agreements whereby state and local entities may contract with one another "for joint services, for the provision 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 parties are authorized by law to undertake or provide." Ga. Constitution Article IX, §III, ¶1(a).

NOW THEREFORE, in consideration of the mutual promises made and of the benefits to flow from one to the other, the DEPARTMENT and the LOCAL GOVERNMENT hereby agree each with the other as follows:

1. **RECITALS.** The recitals set forth above are true and correct and are incorporated into this Agreement.
2. **PAYMENT BY THE LOCAL GOVERNMENT TO THE DEPARTMENT**
 - a. Based on the assessed level of complexity and subject to the provisions of this Section 2 of the Agreement, the LOCAL GOVERNMENT shall be responsible for providing payment in the amount of **seventy-five thousand dollars (\$75,000.00)** to the DEPARTMENT within thirty (30) days from the date listed on the GDOT invoice and billing request.
 - b. All payments by the LOCAL GOVERNMENT to the DEPARTMENT shall be sent to the following address:

For payments made by check:

Georgia Department of Transportation
P.O. Box 932764
Atlanta, GA 31193-2764

- c. If there is an unused balance after completion of all the phases of the PROJECT for the PROJECT, pending audit by the DEPARTMENT, the remainder will be refunded to the LOCAL GOVERNMENT.
- d. The DEPARTMENT will prepare Specific Activity Agreements for funding applicable to other PROJECT activities, such as right of way, utilities and construction phases, when appropriate.
- e. Both the LOCAL GOVERNMENT and the DEPARTMENT hereby acknowledge that Time is of the Essence.
- f. If, for any reason, the LOCAL GOVERNMENT does not make payment to the DEPARTMENT pursuant to Section 2(a) above, the DEPARTMENT reserves the right, where applicable, to delay or cancel the PROJECT.

3. COMPLIANCE WITH APPLICABLE LAWS.

- a. The undersigned, on behalf of the LOCAL GOVERNMENT, certifies that the provisions of Sections 45-10-20 through 45-10-28 of the Official Code of Georgia Annotated ("O.C.G.A.") relating to Conflict of Interest and State employees and officials trading with the State have been complied with in full.
- b. The provisions of O.C.G.A. §50-24-1 through 50-24-6 of the Official Code of Georgia Annotated relating to the "'Drug Free Workplace Act'" have been complied with in full, as stated in **Appendix A** of this Agreement.
- c. The LOCAL GOVERNMENT has read and understands the regulations for the State Audit Requirement and will comply in full with said provisions of O.C.G.A. § 36-81-7.
- d. By execution of this Agreement, the undersigned, on behalf of the LOCAL GOVERNMENT, certify under penalty of law that the LOCAL GOVERNMENT is in compliance with the service delivery strategy law (O.C.G.A. § 36-70-1 et seq.) and is not debarred from receiving financial assistance from the State of Georgia.
- e. The LOCAL GOVERNMENT hereby agrees that it shall comply with all applicable requirements of the American with Disabilities Act of 1990 (ADA), 42 U.S.C. 12101, et seq. and 49 U.S.C. 322; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 791; and regulations and amendments thereto.
- f. The LOCAL GOVERNMENT hereby agrees that it shall comply with O.C.G.A. § 25-9-1 et. seq, Georgia Underground Facility Protection Act, CALL BEFORE YOU DIG 1-800-282-7411.
- g. Pursuant to O.C.G.A. § 13-10-91, the LOCAL GOVERNMENT is and shall be at all times, in compliance with the Federal Work Authorization Program. LOCAL GOVERNMENT agrees that it will comply with all E-Verify and Title VI requirements and execute any documents reasonably required related to such compliance.
- h. The LOCAL GOVERNMENT hereby agrees that it shall not discriminate on the basis of age, race, color, sex, national origin, religion or disability and that it shall comply, at a minimum, with the following Georgia laws: the Georgia Age Discrimination Act (O.C.G.A. § 34-1-2 et seq.); the Georgia Equal Employment for Persons with Disabilities Code (O.C.G.A. 34-6A-1 et seq.); and the Sex Discrimination in Employment (O.C.G.A. 34-5-1 et seq.). The LOCAL GOVERNMENT further agrees that it will comply with any and all state

and federal laws not specifically stated herein addressing discrimination to the extent that such is applicable.

- i. LOCAL GOVERNMENT acknowledges and agrees that failure to complete appropriate certifications or the submission of a false certification shall result in the termination of this Agreement.

4. **MISCELLANEOUS**

- a. Any notices, requests, demands or other communications that may be required hereunder, shall be in writing and transmitted via hand delivery, overnight courier, or certified mail to the Parties at the respective addresses set forth below. Notices may also be sent by email provided that the recipient acknowledges receipt. Notices will be deemed to have been given when received, unless otherwise noted in the Agreement.

GEORGIA DEPARTMENT OF TRANSPORTATION Attn: Neoma Walker Title: Bridge Program Manager Address: 600 West Peachtree NW, Atlanta, GA 30308 Phone: 404-985-1545 Email: nwalker@dot.ga.gov	MITCHELL COUNTY Attn: Title: Address: Phone: Email:
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- b. The individual signing this Agreement on behalf of each party represents and warrants that (s)he has the actual authority to sign this Agreement on behalf of such party, and to bind such party to the terms and conditions of this Agreement.
- c. This Agreement may be modified or amended only by means of a written document executed on behalf of all parties to this Agreement.
- d. The section and paragraph headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
- e. The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.
- f. If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in force and unaffected to the fullest extent permitted by law and regulation.
- g. Nothing contained herein shall be construed as conferring upon or giving to any person, other than the parties hereto, any rights or benefits under or by reason of this Agreement.
- h. It is mutually agreed between the parties hereto that this Agreement shall be deemed to have been executed in Fulton County, Georgia, and that all questions of interpretation and construction shall be governed by the laws of the State of Georgia.

- i. This Agreement supersedes all prior negotiations, discussion, statements and agreements between the parties and constitutes the full, complete and entire agreement between the Parties with respect hereto; no member, officer, employee or agent of either party has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith, amending, supplementing, modifying, adding to, deleting from, or changing the terms and conditions of this Agreement. No modification of or amendment to this Agreement will be binding on either Party hereto unless such modification or amendment will be properly authorized, in writing, properly signed by both Parties and incorporated in and by reference made a part hereof.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the DEPARTMENT and the LOCAL GOVERNMENT have caused these presents to be executed under seal by their duly authorized representatives as of the Effective Date.

GEORGIA DEPARTMENT OF
TRANSPORTATION

MITCHELL COUNTY

By: _____

By: _____

Name: Russell McMurry

Name: _____

Title: Commissioner

Title: _____

Attest: _____

Attest: _____

Name: _____

Name: _____

Title: _____

Title: _____

This Agreement approved by Local Government,
the _____ day of _____, 20__.

FEIN: _____

**APPENDIX A
CERTIFICATION OF LOCAL GOVERNMENT
DRUG FREE WORKPLACE**

I hereby certify that I am a principal and duly authorized representative of _____
whose address is _____ and it is also certified that:

1. The provisions of Section 50 24 1 through 50 24 6 of the Official Code of Georgia Annotated, relating to the "Drug Free Workplace Act" have been complied with in full; and
2. A drug free workplace will be provided for the LOCAL GOVERNMENT's employees during the performance of the contract; and
3. Each subcontractor hired by the LOCAL GOVERNMENT shall be required to ensure that the subcontractor's employees are provided a drug free workplace. The LOCAL GOVERNMENT shall secure from that subcontractor the following written certification:

"As part of the subcontracting agreement with _____
_____, _____ certifies to the LOCAL
GOVERNMENT that a drug free workplace will be provided for the subcontractor's employees
during the performance of this contract pursuant to paragraph (7) of subsection (b) of the Official
Code of Georgia Annotated Section 50 24 3"; and

4. It is certified that the undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

Date

Signature

Name: _____

Title: _____

**APPENDIX B
CERTIFICATION OF COMPLIANCES
WITH STATE AUDIT REQUIREMENT**

I hereby certify that I am a principal and duly authorized representative of _____ whose address is _____ and it is also certified that:

I. PROCUREMENT REQUIREMENTS

The below listed provisions of State Procurement requirements shall be complied with throughout the Agreement period:

- (a) Provisions of Chapters 2 and Chapters 4 of the Title 32 of the Official Code of Georgia Annotated. Specifically, as to the County the provisions of O.C.G.A. § 32-4-40 et seq. and as to the Municipality the provisions of O.C.G.A. § 32-4-92 et seq.

II. STATE AUDIT REQUIREMENT

The provisions of Section 36-81-7 of the Official Code of Georgia Annotated, relating to the "Requirement of Audits" shall be complied with throughout the contract period in full, including but not limited to the following provisions:

- (a) Each unit of local government having a population in excess of 1,500 persons or expenditures of \$550,000.00 or more shall provide for and cause to be made an annual audit of the financial affairs and transactions of all funds and activities of the local government for each fiscal year of the local government.
- (b) The governing authority of each local unit of government not included above shall provide for and cause to be made the audit required not less often than once every two fiscal years.
- (c) The governing authority of each local unit of government having expenditures of less than \$550,000.00 in that government's most recently ended fiscal year may elect to provide for and cause to be made, in lieu of the biennial audit, an annual report of agreed upon procedures for that fiscal year.
- (d) A copy of the report and any comments made by the state auditor shall be maintained as a public record for public inspection during the regular working hours at the principal office of the local government. Those units of local government not having a principal office shall provide a notification to the public as to the location of and times during which the public may inspect the report.
- (e) Provisions of Section Chapters 2 and Chapters 4 of the Title 32 of the Official Code of Georgia Annotated.

III. SERVICE DELIVERY STRATEGY REQUIREMENT

The provisions of Section 36-70-20 et seq. of the Official Code of Georgia, relating to the "Coordinated And Comprehensive Planning and Service Delivery By Counties And Municipalities", as amended, has been complied with throughout the Agreement period.

Date

Signature

Name: _____

Title: _____

Appendix C

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor's Name:	MITCHELL COUNTY
Solicitation/Contract No./ Call No. or Project Description:	0016569 – CR 288/Whigham Road at Big Slough

CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, entity or corporation which is engaged in the physical performance of services on behalf of the Georgia Department of Transportation has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10- 91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number
(EEV/E-Verify Company Identification Number)

Date of Authorization

Name of Contractor

I hereby declare under penalty of perjury that the foregoing is true and correct

Printed Name (of Authorized Officer or Agent
of Contractor)

Title (of Authorized Officer or Agent of Contractor)

Signature (of Authorized Officer or Agent)

Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE
____ DAY OF _____, _____

Notary Public

[NOTARY SEAL]

My commission expires: _____



Agenda Item Coversheet

Board of Health Position



Agenda Item Coversheet

Georgia Opioid Settlement Advisory Commission & Regional Advisory Councils Appointment

ATTACHMENTS:

Description	Upload Date	Type
GOSAC_RAC_Voting Delegate Form	3/8/2024	Cover Memo



191 Peachtree Street NE, Suite 700 • Atlanta, GA 30303



201 Pryor Street, SW • Atlanta, GA 30303

ASSOCIATION COUNTY COMMISSIONERS OF GEORGIA & GEORGIA MUNICIPAL ASSOCIATION

TO: Participating Local Governments to Georgia's Opioid Distributor Settlement, including Cities, Counties, Sheriffs, Community Service Boards, Hospitals and Hospital Authorities, Etc.

FROM: Dave Wills, ACCG Executive Director & Larry Hanson, GMA Executive Director

DATE: February 15, 2024

SUBJECT: Identification of Voting Delegate for Consideration of Three Statewide Georgia Opioid Settlement Advisory Commission Members (GOSAC) and Regional Advisory Council (RAC) Members

The Memorandum of Understanding between the State of Georgia and Participating Local Governments as part of Georgia's participation in the national Opioid Distributor and Janssen Settlements requires the creation of the Georgia Opioid Settlement Advisory Commission (GOSAC) and Regional Advisory Councils (RACs) to assess grant applications and recommend funding for the regional portion of the opioid settlement funds. As part of the settlement, Participating Local Governments are required to vote on three GOSAC representatives and the RAC members for their respective regions.

Each Participating Local Government will receive one vote as part of this process. This vote will be held at regional, in-person meetings (see the attached list), and the voting delegate must be present to cast his or her vote on behalf of the Participating Local Government. The slate will be approved if the majority of the voting delegates present vote in favor of it. Additional information on the regional meetings will be emailed to the voting delegates.

Please complete and return this form no later than March 15, 2024 to ACCG Administration & Operations Director Beth Brown at bbrown@accg.org as a scanned email attachment or photo. If you choose to send it as a photo, please make sure the information provided below is clear and easy to read. Your prompt attention to this matter is greatly appreciated.

PARTICIPATING LOCAL GOVERNMENT VOTING DELEGATE FOR GOSAC AND RAC SLATE CONSIDERATION

Name

Title

Participating Local Government

Email

Date

For questions or additional information, please contact Beth Brown at bbrown@accg.org or 770-262-5092.

ASSOCIATION COUNTY COMMISSIONERS OF GEORGIA & GEORGIA MUNICIPAL ASSOCIATION

REGIONAL MEETINGS

Region 1

March 21 @ 10 a.m.

Dawson County Government Center/Courthouse
BOC Assembly Room (2nd Floor)
25 Justice Way
Dawsonville, GA 30534

Region 2

March 25 @ 2 p.m.

Greene County Administration Building
1034 Silver Drive
Greensboro, GA 30642

Region 3

March 20 @ 10 a.m.

Rockdale County CE Steele Community Center
1040 Oakland Avenue
Conyers, GA 30012

Region 4

March 26 @ 2 p.m.

Colquitt County Administration Building
101 East Central Avenue
Moultrie, GA 31678

Region 5

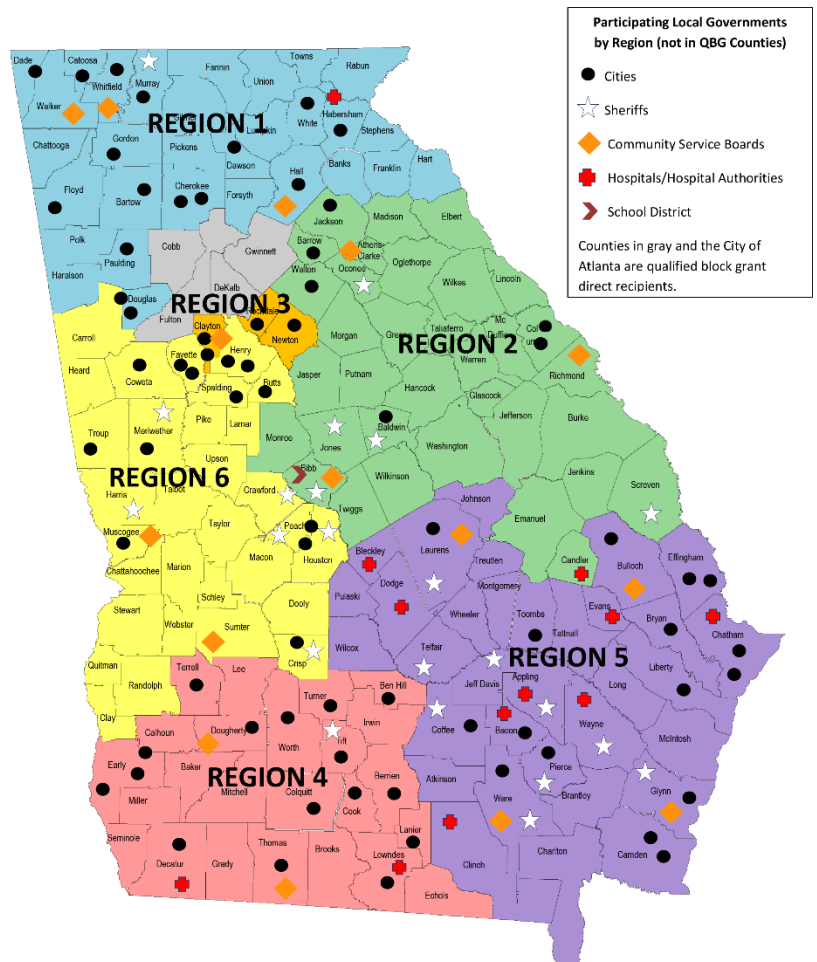
March 26 @ 10 a.m.

Appling County Courthouse Annex
BOC Meeting Room (2nd Floor)
69 Tippins Street
Baxley, GA 31513

Region 6

March 27 @ 10 a.m.

Harris County Library
7511 SR 116
Hamilton, GA 31811





Agenda Item Coversheet

County Administrator



Agenda Item Coversheet

Finance Officer



Agenda Item Coversheet

County Attorney