

**MINUTES**  
REGULAR MEETING OF THE  
COLQUITT COUNTY BOARD OF COMMISSIONERS  
**Tuesday, April 7, 2015**  
7:00 o'clock p.m.

**CALL TO ORDER:** The meeting was called to order at 7:00 o'clock p.m. by Chairman Terry R. Clark.

**INVOCATION AND PLEDGE OF ALLEGIANCE:** The invocation was given and the pledge of allegiance led by Commissioner Paul Nagy.

**PRESENT:** Those present were Commissioners Luke Strong, Winfred Giddens, Marc DeMott, Donna Herndon, Paul Nagy, Johnny Hardin, and Chairman Terry R. Clark. Also present were County Administrator Chas Cannon, County Attorney Lester Castellow and County Clerk Melissa Lawson.

**ALSO PRESENT:** Alan Mauldin, with the Moultrie Observer.

**APPROVAL OF MINUTES OF MEETINGS HELD ON MARCH 3, 5, & 17, 2015:** Commissioner Hardin made the motion to approve the minutes as presented for meetings held on March 3, 5, & 17, 2015. Commissioner Nagy made a second. The motion carried unanimously.

**CITIZENS HAVING BUSINESS WITH THE COUNTY:** At this time, Ray Sheffield, resident of 386 Gene McQueen Road, addressed the board regarding problems with a ditch located near his property. Mr. Sheffield stated that he was concerned with the lack of progress with the project, stating that the problem had been ongoing for over a year. Mr. Sheffield stated that the embankment of the ditch was so steep that he could not mow the ditch with a riding lawnmower without fear of injury. He further stated that due to the lack of drainage within the ditch, it was a haven for water moccasins. Mr. Sheffield stated that his surrounding neighbors were also frustrated with the situation. Mr. Sheffield stated that he had recently tried to contact Commissioner Herndon regarding the matter.

Mr. Cannon stated that Commissioner Herndon been in contact with him and county staff, instructing them to do everything possible to assist Mr. Sheffield.

Mr. Sheffield inquired as to the time line regarding the offered assistance.

Stanley Kirksey, Road Superintendent, stated that he anticipated progress within the next couple of weeks, informing Mr. Sheffield that personnel had already been out to spray the ditch for weeds.

Mr. Sheffield voiced his concern that the ditch was not adequately sprayed for weeds, and, as a result, Mr. Kirksey vowed to follow up and make sure it was done properly.

At this time, Commissioner Herndon addressed Mr. Sheffield, stating that she had recently been hospitalized and for a time, stayed with family to recover. She stated that she wanted Mr. Sheffield to know that she was aware of the problem and that she would make sure it was rectified.

Mr. Cannon stated that Colquitt County possessed one of the largest road networks in the state, with the county maintaining 90% of those roads. Mr. Cannon explained that this resulted in a significant work load for the Roads and Bridges department. Mr. Cannon thanked Stanley Kirksey, Road Superintendent, and Charles Weathers, former Road Superintendent, for their hard work and dedication.

**APPROVAL OF LIST OF UNPAID INVOICES:** Commissioner Hardin made a motion to approve payment of the list of unpaid invoices. Commissioner Herndon made a second. The motion carried unanimously.

**APPROVAL OF TAX RELIEFS AND ADDITIONS:** Commissioner Strong made a motion to approve the list of tax reliefs and additions. Commissioner Hardin made a second. The motion carried unanimously.

*County Administrator Chas Cannon presented the following agenda items:*

**RATIFICATION OF APPROVAL TO SUBMIT DCA GRANT – SERENITY HOUSE:** Commissioner DeMott made a motion to ratify verbal approval granted on March 11, 2015, concerning submission of a Department of Community Affairs grant for Serenity House. Commissioner Nagy made a second. The motion carried unanimously.

**RENEWAL OF SALARY & BENEFIT CONTRACT – COOPERATIVE EXTENSION SERVICE:** Commissioner Hardin made the motion to renew the salary and benefit contract for Extension Coordinator Jeremy Kichler for the term July 1, 2015 – June 30, 2016. Commissioner Strong made a second. The motion carried unanimously.

**APPROVAL OF DECLARATION OF SURPLUS PROPERTY – SOLID WASTE DEPARTMENT:** Commissioner Strong made the motion to declare Units 9012 and 9013, both International 7600 refuse trucks with habitual maintenance problems, as surplus to the county's needs. Commissioner Herndon made a second. The motion carried unanimously.

**APPROVAL OF DECLARATION OF SURPLUS PROPERTY – FORMER CORRECTIONAL INSTITUTE:** Commissioner DeMott made the motion to declare all salvageable and/or recyclable materials within the former Correctional Institute as surplus to the county's needs. Commissioner Hardin made a second. The motion carried unanimously.

**APPROVAL OF PURCHASE OF AMBULANCE STRETCHER - EMS:** Commissioner Hardin made the motion to purchase a PowerPro XT patient stretcher from the Striker Corporation, in the amount of \$13,500.00. Commissioner Herndon made a second. The motion carried unanimously.

**APPROVAL OF PURCHASE OF RADAR UNITS – GEORGIA STATE PATROL:** Commissioner Demott made the motion to approve the purchase of two radar units, in the amount of \$6,149.00, for utilization by the Georgia State Patrol. Commissioner Nagy made a second. The motion carried unanimously.

**APPROVAL OF REVISED SCHEDULE OF PERMIT FEES – COMPLIANCE OFFICE:** Commissioner Hardin made the motion to adopt the new schedule of permit fees, as presented, for the Compliance Office. Commissioner Nagy made a second. The motion carried unanimously.

**APPROVAL OF RATE CHANGES – COLQUITT COUNTY LANDFILL:** Commissioner Giddens made the motion to approve the rate changes, as presented, for the county landfill. Commissioner Strong made a second. The motion carried unanimously.

**APPROVAL TO RESCIND SOLID WASTE EXEMPTION FOR CHURCHES:** Commissioner Nagy made the motion to rescind the existing solid waste exemption for churches receiving county garbage service. Commissioner Hardin made a second. The motion carried unanimously.

**APPROVAL OF PROCLAMATION IN HONOR OF NATIONAL DONATE LIFE MONTH:** Commissioner DeMott made the motion to adopt the proclamation declaring April 2015 as National Donate Life Month in Colquitt County, in order to raise awareness of the importance of organ, eye, and tissue donation. Commissioner Hardin made a second. The motion carried unanimously.

**APPROVAL OF REQUEST FOR BUDGET AMENDMENT:** Commissioner Hardin made the motion to approve the budget amendment presented by Finance Director Wayne Putnal. Commissioner DeMott made a second. The motion carried unanimously.

**OTHER COUNTY BUSINESS FROM COUNTY ADMINISTRATOR:** At this time, Mr. Cannon addressed items received after the agenda deadline

**APPROVAL OF INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF MOULTRIE:** Commissioner Hardin made the motion to approve the intergovernmental agreement with the City of Moultrie regarding the provision of Wide Area Network connectivity to facilitate the county's upcoming Voice over Internet Protocol (VoIP) infrastructure. Commissioner Giddens made a second. The motion carried unanimously.

**APPROVAL OF PAYMENT OF INVOICE – COUNTY ATTORNEY:** Commissioner Giddens made the motion to approve an invoice, in the amount of \$6,810.00, representing the provision of legal services by County Attorney Lester M. Castellow for the month of March 2015. Commissioner Strong made a second. The motion carried unanimously.

**APPROVAL OF BID FOR INDUSTRIAL WASHING MACHINE – CORRECTIONAL INSTITUTE:** Commissioner Herndon made the motion to approve the recommended bid from Tri-State Technical Services, in the amount of \$21,322.00, for the provision of two 55 lb. industrial washing machines to be utilized by the Correctional Institute. Commissioner Hardin made a second. The motion carried unanimously.

Mr. Cannon noted that funding for one machine would be derived from the Inmate Trust Fund Account, with funding in the amount of \$10,437.00 being derived from county SPLOST funds.

**COUNTY ATTORNEY – LESTER M. CASTELLO**: At this time, Mr. Castellow discussed a proposed amendment to the solid waste ordinance. Mr. Castellow stated that over the course of the previous four or five months, an ambiguity was discovered in the solid waste ordinance, when applied to a particular situation. He further explained that particular situation as instances where mobile homes, or manufactured homes, were modified to be utilized as dormitories for migrant farm workers under the federal H-2A program. Mr. Castellow explained that under the current ordinance, it was difficult to state whether or not the definition of a residential unit, as outlined in the ordinance, applied to these structures. As a result, Mr. Castellow stated the amendment was being proposed to apply to these particular types of structures. He further explained specifics of the amendment, stating that these operations would be required to submit documentation from the Department of Labor validating H-2A status, remit a monthly administrative fee, and in turn would not be subject to the requirement that they have a residential garbage container, provided that they dispose of their garbage consistently with the state of Georgia Comprehensive Solid Waste Management Act.

**APPROVAL OF AMENDMENT TO SOLID WASTE ORDINANCE**: Commissioner Hardin made the motion to adopt the proposed amendment to the solid waste ordinance. Commissioner Strong made a second. The motion carried unanimously. (2015-ORD-4 is hereby made a portion of the minutes by reference thereto.)

**PUBLIC COMMENTS**: Ronald McMullen approached the board concerning an upcoming public hearing to come before the board regarding a variance for Stackhouse setback requirements on the Dona Turner Road. Mr. McMullen urged the board to not grant this variance, stating the individual(s) in question should have referenced state requirements before requesting the variance. He urged the commission to put some “teeth” into the zoning ordinance, stating that the individual requesting the variance should purchase more land in order to accommodate setback requirements. Mr. McMullen urged the board to think into the future. Mr. McMullen stated that Colquitt County was one of the best agricultural counties east of the Mississippi River, and further stated that it sat upon one of the biggest aquifers in the state, and further urged the board to consider pollutants. Mr. McMullen stated that he had spoken with a County Agent concerning the proper way to store and apply chicken litter in order to avoid overflow into water sources, stating that this was currently a major problem in Colquitt County.

James Tabor addressed the board, stating that he hoped the Moultrie Observer was paying special attention to his comments. Mr. Tabor referred to the various articles in the Observer concerning the County, City of Moultrie, and School Board. Mr. Tabor stated that if these individuals that submitted articles took the effort to attend meetings, the room would be filled to capacity. Mr. Tabor remarked that these writings may be the work of a sole individual, as opposed to many.

Brian Glass addressed the commission to give a compliment to the personnel of the Compliance Office, specifically Chief Compliance Officer Justin Cox and Deputy

April 7, 2015  
Page 5

Compliance Officer Russell Moody. Mr. Glass stated he was thankful for their willingness to listen to issues and their quick response time. Mr. Glass stated that a main reason that he and other residents of the J R Suber Road community were in attendance at meetings was in an effort to preserve the history and quiet nature of their community. In closing, Mr. Glass stated that he and others in attendance would return for future meetings.

Jennifer Alexander, resident of J R Suber Road, thanked the board for the recent signs that were placed at the end of J R Suber Road. Ms. Alexander also praised the county for the excellent job performed with digging ditches and scraping the road. At this time, Ms. Alexander referred to recent news developments concerning developers of the potential poultry operation on J R Suber Road. Ms. Alexander stated that the existence of this information establishes the reputation the two have as developers. In closing, Ms. Alexander stated that she would email Mr. Cannon with a link to the news articles and thanked the commission for their time and consideration.

Mr. Cannon responded by stating that while there was little the county could do regarding the situation, he instructed staff to facilitate and cooperate with the concerns of the citizens in this community in any way possible.

There being no further business to come before the Board, the meeting was adjourned at 7:55 p.m.

Respectfully submitted,

\_\_\_\_\_  
Terry R. Clark  
Chairman

\_\_\_\_\_  
Melissa Lawson  
County Clerk

Approved: \_\_\_\_\_

# PROCLAMATION

## NATIONAL DONATE LIFE MONTH

WHEREAS, one of the most meaningful gifts that a human being can bestow upon another is the gift of life; and

WHEREAS, more than 123,000 men, women, and children await life-saving or life-enhancing organ or tissue transplants, of which over 4,800 of these are Georgia residents; and,

WHEREAS, the need for organ, eye, and tissue donation grows daily as a new patient is added to the national waiting list for an organ transplant every 11 minutes; and,

WHEREAS, the critical donor shortage remains a public health crisis as an average of 18 people die daily due to the lack of available organs; and,

WHEREAS, organ, eye, and tissue donation can provide families the comfort of knowing the gift of donated organs and tissue endows another person with renewed hope for a healthy life; and,

WHEREAS, donating life through organ, eye, and tissue donation is the ultimate act of generosity and kindness we Colquitt County citizens can perform; and,

WHEREAS, 18,264 citizens of Colquitt County have already registered their decision to give the gift of life at [www.donatelifegeorgia.org](http://www.donatelifegeorgia.org); and,

WHEREAS, the Colquitt County Board of Commissioners supports all those who have made the decision to give the gift of life;

**NOW THEREFORE, BE IT PROCLAIMED**, that we, the Colquitt County Board of Commissioners, do hereby proclaim the month of April 2015 as National Donate Life Month.

**SO PROCLAIMED**, this 7<sup>th</sup> day of April, 2015.

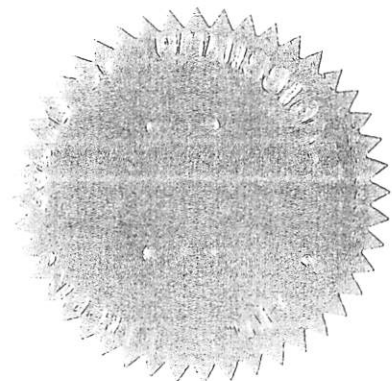


Terry R. Clark, Chairman  
Colquitt County Board of Commissioners

ATTEST:



Melissa Lawson, County Clerk  
Colquitt County, Georgia



**INTERGOVERNMENTAL AGREEMENT FOR TELECOMMUNICATIONS SERVICES  
Colquitt County Georgia**

This Intergovernmental Agreement is entered into between the City of Moultrie, Georgia, a municipal corporation, (hereinafter referred to as the "Telecommunication Provider"), and Colquitt County Georgia, (hereinafter referred to as the "Customer").

**Article 1. Term of Agreement**

- 1.1 This Agreement shall become effective June 15, 2015 and shall continue in effect for a period of four (4) years and shall be renewed on a month-to-month basis unless cancelled in writing by either party prior to June 15, 2019.

**Article 2. Services to be Performed by Telecommunications Provider**

- 2.1. Telecommunications Provider shall maintain a Dedicated Ethernet WAN with a minimum bandwidth of 10MB.

**Article 3. Method of Performing Services**

- 3.1 Telecommunications Provider shall determine the method, details, and means of performing the above-described services to demarcation points identified as the input ports on the receiving routers at Customer's premises.

**Article 4. Maintenance of Service and Equipment**

- 4.1 Telecommunications Provider shall maintain service and equipment on all facilities up to the point of demarcation, and Customer shall be responsible for maintenance of facilities on their side of the point of demarcation.
- 4.2 Maintenance shall be provided at two levels: (1) 24 hours per day, seven days/week with a 4-hour response time, and (2) Monday through Friday, 8:00am to 5:00pm with a 2-hour response time.
- 4.3 **As a fiber connected customer you are asked to call the NOC directly if you have problems or questions. They can be reached at 229-227-4020 or [tech@rose.net](mailto:tech@rose.net). If you do get the message service, please leave a detailed message. As soon as you hang up the on-call technician will be paged and your message delivered to them.**

**Article 5. Compensation**

- 5.1 In consideration of a onetime fee, Customer agrees to pay six thousand dollars (\$6,000.00)
- 5.2 In consideration for recurring services and maintenance, Customer agrees to pay Telecommunications Provider a monthly sum of one thousand two hundred sixty dollars (\$1,260.00) (MLT1055 Colquitt County Annex \$315.00, MLT1056 Colquitt County Sheriff's Department \$315.00, MLT1057 AG Building \$315.00, MLT1058 Colquitt County Prison \$315.00)
- 5.3 Customer agrees to pay Telecommunications Provider the sums set forth in Sections 5.1 and 5.2 of this Agreement payable upon receipt of invoice.

## **Article 6. Obligations of Telecommunications Provider**

- 6.1 Telecommunications Provider shall provide Customer with uninterrupted telecommunications service, with the exception of routine maintenance, and outages resulting from natural causes, i.e., lightning, flooding, wind or other cause beyond the control of Telecommunications Provider.
- 6.2 Telecommunications Provider shall not be held liable to Customer, or to anyone who may claim any right due to a relationship with Customer, for any acts or omissions in the performance of services under the terms of this Agreement or on the part of employees or agents of Telecommunications Provider unless such acts or omissions are due to willful misconduct. Customer shall indemnify and hold Telecommunications Provider free and harmless from any obligations, costs, claims, judgments, attorneys' fees, and attachments arising from, growing out of, or in any way connected with, the services rendered to Customer under the terms of this Agreement, unless Telecommunications Provider is judged by a court of competent jurisdiction to be guilty of willful misconduct.
- 6.3 Neither this Agreement nor any duties or obligations under this Agreement may be assigned by Telecommunications Provider without the prior written consent of Customer.

## **Article 7. Obligations of Customer**

- 7.1 Customer shall furnish space on Customer's premises to house any equipment to provide the service described herein.
- 7.2 Customer shall comply with all reasonable requests of Telecommunications Provider, including granting access to all equipment used to provide telecommunications services housed in Customer's premises.

## **Article 8. Termination of Agreement**

- 8.1 Unless otherwise terminated as provided herein, this Agreement shall continue in force for a period of four (4) years and shall thereupon terminate unless renewed in writing by both parties.
- 8.2 This Agreement shall terminate automatically on the occurrence of (1) bankruptcy or insolvency of either party; (2) sale of the business of either party or (3) assignment of this Agreement by either party without the express written consent of the other party.
- 8.3 Should Telecommunications Provider default in the performance of this Agreement or materially breach any of its provisions, Customer may terminate this Agreement by giving written notification to Telecommunications Provider. For the purposes of this paragraph, material breach of this Agreement shall include, but shall not be limited to, Telecommunications Provider's inability to consistently provide an uninterrupted telecommunications circuit, excepting those interruptions due to routine maintenance; results of natural causes and events, i.e., lightning, flooding, wind or other cause beyond the control of Telecommunications Provider; and equipment failures addressed with timely remedies.
- 8.4 Should Customer default in the performance of this Agreement or materially breach any of its provisions, Telecommunications Provider may terminate this Agreement by giving written notification to Customer.



- 8.5 Should Customer fail to pay Telecommunications Provider all or any part of the compensation set forth in Paragraphs 5 of this Agreement, Telecommunications Provider, at Telecommunications Provider's option, may terminate this Agreement if the failure is not remedied by Telecommunications Provider within five (5) business days from the date payment is due.
- 8.6 In the event that the Customer causes the termination of this agreement for any of the reasons described herein, the Customer shall pay a termination charge equal to the sum of each monthly payment described in section 5 for the remainder of the then current term, as liquidated damages and not as a penalty.

#### **Article 9. General Provisions**

- 9.1. Any notices, excepting monthly billings, to be given hereunder by either party to the other may be effected either by personal delivery or by mail, registered or certified, postage prepaid with return receipt requested. Notices delivered personally shall be deemed communicated as of the date of actual receipt; mailed notices shall be deemed communicated as of three (3) days after the date of mailing.
- 9.2. This Agreement supersedes any and all agreements, either oral or in writing, between the parties hereto with respect to the rendering of services set forth in this Agreement by Telecommunications Provider for Customer, and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party which is not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding. Any modifications of this Agreement shall be effective only if it is in writing signed by both parties.
- 9.3. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.
- 9.4. Any controversy or claim arising out of or relating to this Agreement or the breach thereof shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.
- 9.5. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

**TELECOMMUNICATION PROVIDER**

\_\_\_\_\_ Date: \_\_\_\_\_

Mike Scott  
City Manager  
City of Moultrie

**CUSTOMER: COLQUITT COUNTY GEORGIA**

*Terry R. Clark*

Date: April 7, 2015

Signature Authorized Representative  
Colquitt County Georgia

Terry R. Clark  
\_\_\_\_\_

Printed Name

Chairman, Colquitt Co. Board of Commissioners

Title

## AMENDMENT TO SOLID WASTE ORDINANCE

BE IT ORDAINED THAT, in order to amend the Solid Waste Ordinance to provide for an exemption from the requirement to use containers furnished by the County for certain migrant worker dormitories occupied by multiple unrelated persons, by adding paragraph (3) to Section 58-37 of Article II of Chapter 58, of the Colquitt County Code of Ordinances as follows:

- (3) A Residential Unit constructed or designed for occupancy by multiple unrelated persons shall not be subject to the requirements of paragraphs (1) and (2) of this Section 58-37, provided the owner of such Unit meets the following requirements:
- i. Provide proof that such Unit is approved by the appropriate federal or state agency for seasonal farm worker housing ("Agency Approval"). The Owner shall provide such proof with the initial application for treatment under this paragraph (3) and shall also provide such proof each calendar year prior to December 31 to show current Agency Approval; and upon the owner's failure to provide such proof of current Agency Approval the property shall be subject to the requirements of paragraphs (1) and (2) of this Section 58-37 effective January 1 of the following calendar year and shall remain subject to such requirements until the month following the month during which the owner shall provide current proof of such Agency Approval;
  - ii. Pay an administrative fee of \$5.00 per month, or such fee as shall be established from time to time by action of the board of commissioners;
  - iii. Provide a secure container or containers for solid waste collection which complies with the requirements of the Georgia Comprehensive Solid Waste Management Act ("the Act") and the regulations of the Environmental Protection Division of the Georgia Department of Natural Resources promulgated under the Act ("the Regulations"); and

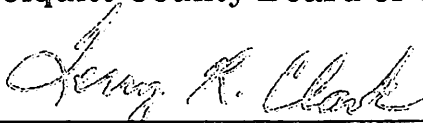
iv. Either,

- a. Deliver such solid waste to the Colquitt County Solid Waste Transfer Station in a manner consistent with Section 391-3-4.06 of the Regulations; and pay the published fees charged by that facility; or
- b. Provide for collection and disposal of such solid waste by a Solid Waste Collection Operation permitted by the Environmental Protection Division of the Georgia Department of Natural Resources.

Except as set forth above, all other provisions of Section 58-37 of Article II of Chapter 58, of the Colquitt County Code of Ordinances shall remain in full force and effect. The above stated amendments shall be effective July 1, 2015.

Adopted, this 7<sup>th</sup> day of April, 2015.

Colquitt County Board of Commissioners



Terry Clark, Chairman


For:

  -6-

Against:

  -0-

ATTEST:



Melissa Lawson, County Clerk