

Minutes  
Historic Courthouse, Board Chambers, 3<sup>rd</sup> Floor  
225 North Board Street  
February 13, 2018

The Thomas County Board of Commissioners met on the above date in a regular scheduled meeting at 9:00 a.m. at the Historic Courthouse, Commission Chambers, with the following board members present:

Wiley Grady, Chairman, Dist. 6	Phillip V. Brown, Vice-Chair, Dist. 7
Merrill E. Baker, Jr., Dist. 1	Moses Gross, Dist. 2
Kenneth E. Hickey, District 3	Mark NeSmith, Dist. 4
Hershel P. Ansley, Dist. 5	Zippy T. Vonier, Dist. 8 (Absent)

Staff present was County Manager Michael J. Stephenson, Bruce Warren County Attorney, County Clerk Twink Monahan and Assistant Clerk Thelma Maxwell. Media present was Chris Hurst, WPAX Radio, and Patti Dozier, Times Enterprise. Other staff present were Tony Bodiford, Public Works Director, and Lyndall Knight Facilities Director.

Vice-Chairman Brown gave the invocation, followed by the Pledge of Allegiance to the Flag.

Chairman Grady recognized Tom Berry who serves on the South Georgia Governmental Services Authority serving Thomas, Mitchell, Grady, and Colquitt Counties. Rural broadband is an important issue with rural Georgia Counties. There will be funding available from the federal and state government in the near future. Mr. Berry encouraged the board to partner, collaborate or seek assistance to obtain this funding. He gave solid reasons for expanding into the sparsely populated regions. The board discussed options and contact information. Chairman Grady said the board will set a date for a workshop and let Mr. Berry know.

Commissioner Mark NeSmith, who serves on the Thomasville/Thomas County Humane Society Board, introduced Humane Society Executive Director Gail Roberts and Animal Control Director Brian Rice. Ms. Roberts gave a report of the animals that have been through the humane society and Mr. Rice gave a short report of the activity in animal control.

Chairman Grady talked about the cat problem in Boston and asked how it could be remedied. Mr. Stephenson stated that there was a program in the past where the Thomasville restaurants were given some assistance with cats.

Thomas County Extension Service Daron Rehberg, County Coordinator introduced Sydni Barwick the new Ag Agent. Mr. Rehberg explained to the board that in years past agents did not work in their home counties. Sydni Barwick grew up here in Thomas County. Ms. Barwick started on January 16, 2018 and is currently working on her master's degree in entomology.

Chairman Grady presented Director Julie Murphree of Keep Thomas County Beautiful with a proclamation setting March 24, 2018 as Thomas County's Great American Cleanup Day.

Chairman Grady recognized Commissioner Hickey who made a motion to approve the Intergovernmental Agreement 911 Radio System Agreement with the City of Thomasville. The motion was seconded by Commissioner NeSmith. Motion carried unanimously; Chairman Grady, Vice-Chairman Brown, Commissioners Baker, Gross, Hickey, NeSmith, and Ansley voting aye.

911 Radio System Intergovernmental Agreement

THIS INTERGOVERNMENTAL AGREEMENT(hereinafter the "Agreement" is entered into the 13<sup>th</sup> of February 2018, by and between the Thomas County Board of Commissioners (County), and the City of Thomasville, Georgia, a municipal corporation ("City"), both hereinafter referred to as the "Parties".

WITNESSETH:

WHEREAS, the City is currently responsible for maintaining and operating the Countywide Interoperable radio system used for public service functions; and

WHEREAS, the City, in connection with maintaining and operating the Countywide Interoperable radio system, purchased and paid for a P25 Digital 800 MHz Radio System Upgrade, pursuant to that certain Communication Systems Agreement by and between the City and Motorola Solutions, Inc., "System Agreement" for a contract price of \$2,708,257, which the City has paid in full ("Contract Price").

WHEREAS, County desires to review the "Countywide Interoperable radio system annual operating budget (see attachments A & B), all contracts entered into as of this the date of this Agreement (see attachments C & D) and all capital outlay expenditures (attachments E & F) prior to each fiscal year and during the fiscal year, in the event an emergency arises or any contract changes.

NOW, THEREFORE, in consideration of these premises and the mutual promises and covenants hereinafter set forth, the Parties agree as follows:

1. The City, which is currently operating the system on a day to day basis, shall continue to do so. The County shall designate County employees to act a liaison with the City, to keep channels of communication open, to consult on operations, and to maintain checks and balances.
2. The City agrees to provide to the County the annual operation and capital outlay budgets, for the purpose of review and approval, no later than 15 days prior to scheduled approval by the Thomasville City Council. City staff shall be available to meet with the County to review the proposed budgets
3. The County agrees to reimburse the City in the amount of \$1,354,128.50 in one lump sum payable on or before 2/28/2018, which represents 50% of the Contract Price.
4. The City and County shall be responsible for funding the annual operating expenses on a pro-rata subscriber unit basis, pending joint city/county approval of the annual operating budget pursuant to Section 2 cited hereinabove. The subscription shall be calculated and billed by the City to the County on a monthly basis. The annual operating expenses shall not include costs associated with the purchase, repair or replacement of mobile or portable radio units, the cost of which shall be born separately by the City and the County. The annual operating expenses shall include, but not be limited to, costs and payments pursuant to that certain agreement by and between the City, County and Motorola Solutions, Inc., dated 1/31, 2018 ("SUAII Agreement"). The City and County, each, shall be responsible for funding 50% of annual capital expenses as duly authorized and approved.
5. The City and the County shall each execute all contracts for services and/or capital outlays and no contract will be effective without joint signatures.
6. In order to facilitate the budgeting process the parties may appoint a joint committee to review and recommend annual operating and capital budget

IN WITNESS WHEREOF, the Parties have caused the authorized representatives of each to execute this Agreement on the day and year first above written.

Thomas County Board of Commissioners

City Of Thomasville, Georgia

Chairman Grady recognized Commissioner NeSmith who made a motion to approve the Motorola SUA II Upgrade 10 year Contract No. 23019 along with the City of Thomasville. The motion was seconded by Commissioner Hickey. Motion carried unanimously; Chairman Grady, Vice-Chairman Brown, Commissioners Baker, Gross, Hickey, NeSmith, and Ansley voting aye.

Chairman Grady recognized Commissioner NeSmith who made a motion to approve the Intergovernmental Agreement to transfer title of the public right of way on South Pinetree South Pinetree Blvd from West

Jackson Street and East Jackson Street. The motion was seconded by Commissioner Ansley. Motion carried by a 4 to 3 vote; Chairman Grady, Commissioners Hickey, NeSmith, and Ansley voting aye. Vice-Chairman Brown and Commissioners Baker and Gross voting in opposition.

INTERGOVERNMENTAL AGREEMENT THOMASVILLE-THOMAS  
COUNTY PINETREE BOULEVARD

This Intergovernmental Agreement ("Intergovernmental Agreement" or "Agreement") is made and entered into pursuant to the provisions of Paragraph 1 of Section 3 of Article 9 of the Constitution of the State of Georgia, this 13<sup>th</sup> day of February 2018, by and between the City of Thomasville, Georgia, a Georgia municipal corporation, hereinafter referred to as "Thomasville," and Thomas County, Georgia, a political subdivision of the State of Georgia, hereinafter referred to as "Thomas County."

WITNESSETH:

WHEREAS, Thomasville has annexed real property outside of the boundaries of the City and in particular real property adjoining the County's right of way of Pinetree Boulevard; and

WHEREAS, O.C.G.A.36-36-7(c) provides "Whenever a municipality annexes land on both sides of a county road right of way, the annexing municipality shall assume the ownership, control, care, and maintenance of such right of way unless the municipality and the county otherwise by joint resolution" and Georgia common law that precedes the enactment of this section also provides for the same result; and

WHEREAS, as a result of the annexations there are multiple portions of the right of way of Pinetree Boulevard that are now owned by the City resulting in a patchwork and inconsistent ownership of the right of way of Pinetree Boulevard; and

WHEREAS, the Georgia Department of Transportation ("GDOT) offered a \$3,000,000 grant to make road improvements to Pinetree Boulevard between West Jackson Street and Magnolia Street provided that the City and the County signed a joint letter to GDOT identifying the ownership of this portion of Pinetree Boulevard and stating that both parties were in agreement with the project, that the City would be responsible for design and construction of the project, and the estimated start and completion date of the project; and

WHEREAS, the City and the County signed and delivered such a letter to GDOT;

WHEREAS, the City and the County have determined that the inconsistent ownership of the right of way of Pinetree Boulevard is inefficient and desire to consolidate ownership of the right of way of Pinetree Boulevard between the City and the County to facilitate better short and long term planning, maintenance, repairs and coordination of services such as public safety and public works.

NOW, THEREFORE, for and in consideration of the premises and undertakings as hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The County shall transfer and convey all of its rights, title and interest in and to all that tract or parcel of land situate, lying and being in Thomas County, Georgia and portions of which are in the City of Thomasville, Georgia, and more particularly identified as all of the public right of way of Pinetree Boulevard which lies south of the southern, southeastern and southwestern margins of the rights of way of West Jackson Street and East Jackson Street, as these streets extend in a generally southwest to northeast direction through the center of the City of Thomasville, Georgia ("Southern ROW"). The Southern ROW is depicted on the map attached hereto as Exhibit A and made a part hereof.

2. The City shall transfer and convey all of its right, title and interest in and to all that tract or parcel of land situate, lying and being in Thomas County, Georgia and portions of which are in the City of Thomasville, Georgia, and more particularly identified as all of the public right of way of Pinetree Boulevard, which lies north of the northern, northwestern and northeastern margins of the rights of way of West Jackson Street and East Jackson Street, as these streets extend in a generally southwest to northeast direction through the center of the City of Thomasville, Georgia ("Northern ROW"). The Northern ROW is depicted on the map attached hereto as Exhibit A and made a part hereof.

(a) Provided however, the City reserves an easement to maintain, repair and replace all existing utilities located within the right of way conveyed, including the right to enlarge and expand such utilities within such right of way and to allow other utility providers (such as cable, phone and internet) to connect to its lines and poles lying within such right of way.

3. Upon the transfer of the Southern ROW from the County to the City, the City shall have full ownership of the Southern ROW and shall be responsible for all control, care and maintenance of the Southern ROW, including but not limited to the repair of the road and improvements within the Southern ROW, as well as services such as public safety and public works.

4. Upon the transfer of the Northern ROW from the City to the County, the County shall have full ownership of the Northern ROW and shall be responsible for all control, care and maintenance of the Northern ROW, including but not limited to the repair of the road and improvements within the Northern ROW, subject to the reservation of rights by the City described in 2., a. above, as well as services such as public safety and public works.

5. The parties to this Intergovernmental Agreement acknowledge that the Intergovernmental Agreement is a contract binding on both parties, and both parties will defend this Intergovernmental Agreement with all due and proper diligence should it be challenged in law or in equity by any person or entity.

6. Neither Thomasville nor Thomas County shall have the right to transfer or assign, in whole or in part, any or all of their respective obligations and rights under this Agreement without the prior written consent of the other party.

7. Notices required under this Agreement to be given by one party to the other must be in writing and either personally delivered or sent to the address shown below by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt:

City of Thomasville Attn: City Manager  
111 Victoria Place  
Thomasville, GA 31792  
Fax: (229) 227-3318

Thomas County Attn: County Manager  
116 W. Jefferson Street  
Thomasville, GA 31792  
Fax: (229) 226-3430

8. This Intergovernmental Agreement supersedes all previous agreements between the parties with regard to the subject matter hereof. This Intergovernmental Agreement may not be amended or modified other than by a writing duly executed by both parties.

9. Both parties have had the opportunity to negotiate the terms of this Intergovernmental Agreement and to review this Intergovernmental Agreement before its execution. Should there be any claim or contention of ambiguity of any provision hereof, there shall be no presumption of construction in favor of or against Thomasville or Thomas County.

10. This agreement is executed in Thomasville, Thomas County, Georgia, and shall be construed under the laws of the State of Georgia.

11. If any provision of the Agreement, or the application thereof to any person or circumstance, shall, for any reason and to any extent be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

12. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument.

13. No delay or failure by either party to exercise any right under this Agreement, no custom or practice of the parties at variance with the terms hereof shall constitute a waiver, and no partial or single exercise of such right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

14. The recitals in this Agreement are incorporated herein by reference and shall constitute a material part of this Agreement. Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

IN WITNESS WHEREOF, the parties have executed this Agreement the date first written above.

The City of Thomasville, Georgia  
LS/Mayor Greg Hobbs

Thomas County, Georgia  
LS/Chairman Wiley Grady

**Chairman Grady recognized Commissioner Hickey who made a motion to approve the resolution for Local Legislation for Chief Magistrate's Office to be a non-partisan office. The motion was seconded by Commissioner Ansley. Motion carried unanimously; Chairman Grady, Vice-Chairman Brown, Commissioners Baker, Gross, Hickey, NeSmith, and Ansley voting aye.**

RESOLUTION REQUESTING GEORGIA STATE LOCAL LEGISLATION TO PROVIDE THAT FUTURE ELECTIONS  
THOMAS COUNTY MAGISTRATE COURT ARE NONPARTISAN

AN UNANIMOUS RESOLUTION OF THE BOARD OF COMMISSIONERS OF THOMAS COUNTY, GEORGIA REQUESTING THE GEORGIA STATE LEGISLATURE ENACT LOCAL LEGISLATION TO PROVIDE ALL FUTURE ELECTIONS OF CHIEF JUDGE OF THE MAGISTRATE COURT SHALL BE NONPARTISAN ELECTIONS.

WHEREAS, All of the public courts of Thomas County, Georgia, except Magistrate Court, are nonpartisan;

WHEREAS, Thomas County wishes, that the effective date, its Magistrate Court be nonpartisan as are the other public courts of Thomas County; and

WHEREAS, Nothing in this request for local legislation shall affect the term of office of the chief judge of the Magistrate Court of Thomas County in office on the effective date of the legislation.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THOMAS COUNTY, GEORGIA that Georgia State Representative Darlene Taylor, as a representative of Thomas County, Georgia, is requested by each of the undersigned Commissioners of Thomas County to introduce and carry the local legislation necessary to change the Thomas County Magistrate Court to nonpartisan elected at the nonpartisan general election following the expiration of each respective term of office.

Furthermore, this resolution shall serve to express the appreciation of the Board of Commissioners to its local representative for her support and assistance in this important pursuit.

This 13 day of February, 2018.

Chairman Grady recognized Commissioner Hickey who made a motion to approve the Title VI updates for Thomas County Transit regarding ADA requirement changes. The motion was seconded by Commissioner NeSmith. Motion carried unanimously; Chairman Grady, Vice-Chairman Brown, Commissioners Baker, Gross, Hickey, NeSmith, and Ansley voting aye.

The board members briefly discussed a request from the Superior Court Judges for an increase in the 2019 budget for county supplement. The board decided to take this up at the next meeting.

County Manager Michael Stephenson updated the board about quality improvement of services, public versus private. He reviewed some of the techniques implemented in the 8 county departments.

County Attorney Bruce Warren gave an update of the variance procedure. The draft will be presented at the next meeting.

Chairman Grady made a motion to approve the vehicle purchase recommendation of the Purchasing Committee for a total of \$638,344. The motion was seconded by Commissioner NeSmith. Motion carried unanimously; Chairman Grady, Vice-Chairman Brown, Commissioners Baker, Gross, Hickey, NeSmith, and Ansley voting aye.

- a. Compact SUV – Tax Assessor’s Office – Budget \$20,000.00 – Allan Vigil Ford for \$19,198.00
- b. Pickup Truck – Animal Control – Budget \$22,000.00 – Stallings Automotive for \$19,000.00
- c. Pickup Truck – Fleet Services- Budget \$35,000.00 – Stallings Automotive for \$24,994.00
- d. Pickup Truck – Facilities Management – Budget \$31,200.00 – Allan Vigil Ford (State Contract) for \$21,532.00

- e. Pickup Trucks – Public Works (2) – Budget \$50,000.00 – Stallings Automotive for \$48,092.00
- f. Dodge Chargers – Sheriff’s Office (4) – Budget \$159,212.00 – Stallings Automotive for \$90,388.00 and Emergency Lighting and Equipment, West Chatham Warning Devices (4) for \$61,832.48: Total Purchase – 4 Dodge Chargers including Emergency Lighting and Equipment \$152,220.48
- g. Dodge Charger – Drug Squad – Budget \$31,500.00 – Stallings Automotive for \$22,287.00 and West Chatham Warning Devices for Emergency Lighting and Equipment for \$10,251.95 Total Purchase – Dodge Charger including Emergency Lighting and Equipment - \$32,538.95
- h. Dodge Rams – Sheriff’s Office (4) – Budget \$175,932.00 – Stallings Automotive for \$25,949.00 ea. 4 totaling \$103,796.00 and West Chatham Warning Devices for Emergency Lighting and Equipment for \$15,083.54 ea., 4 totaling \$60,334.16 Total Purchase – 4 Dodge Rams including Emergency Lighting and Equipment - \$164,130.16
- i. Tahoe – Sheriff’s Office, ID – Budget \$34,500.00 – Committee recommends to award the Tahoe Hardy Chevrolet (State Contract) \$35,214.00 and West Chatham Warning Devices for Emergency Lighting and Equipment for \$3,898.07 Total Purchase –\$39,112.07 Chairman Grady recognized Commissioner Brown who made a motion to adjourn. The motion was seconded by Commissioner Vonier. Motion carried unanimously; Chairman Grady, Vice-Chairman Brown, Commissioners Baker, Gross, Hickey, NeSmith, Ansley, and Vonier voting aye.

Commissioner Hickey asked the county attorney what can be done with Oil Dri trucks leaving clay on the roadway and creating a safety issue. Mr. Warren stated that a letter was sent to the company and no reply was received. Mr. Warren is going to review ordinances and determine if they cover the safety issue.

Chairman Grady recognized Commissioner Hickey who made a motion to adjourn, seconded by Commissioner Ansley. Motion carried unanimously; Chairman Grady, Vice-Chairman Brown, Commissioners Baker, Gross, Hickey, NeSmith, and Ansley voting aye.

  
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 Wiley E. Grady, Chairman

ATTEST:

  
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 M. Twink Monahan, County Clerk