

Minutes
Historic Courthouse, Board Chambers, 3rd Floor
225 North Board Street
February 27, 2018

The Thomas County Board of Commissioners met on the above date in a regular scheduled meeting at 6:00 p.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

Staff present was County Manager Michael J. Stephenson, County Attorney Bruce Warren, County Clerk Twink Monahan and Assistant Clerk Thelma Maxwell. Media present was Patti Dozier, Times Enterprise.

Commissioner NeSmith gave the invocation and led in the Pledge of Allegiance to the Flag.

There were no minutes prepared.

Chairman Grady presented a proclamation to the Richard Barnes Family congratulating and commending him and his family for the personal effort to pick up litter and debris and improve North Pinetree Boulevard. Richard along with his wife Libbi and children Chesney, Shiloh and Aspen collected tires, furniture and litter.

Chairman Grady presented twelve Eagle Scout Proclamations. Not all scouts were present due to conflicts in their school and sports schedules. Carson Nicholas Allen, Max Franklin Beverly, Carl Martin Blackmore, Curry Mullen Brinson, Liam Loch Foster, Bradley Nicholas Gaupp, Marshall Holbrook Jones, Trenton Newman, Raleigh Willis Rollins III, William Hill Turner, Parker Vance Watt, Preston McDowell Young.

Chairman Grady recognized Commissioner Vonier who made a motion to adopt a resolution of the conditions of the Conditional Use Permit of application 17-11-1 approved at the January 23, 2018 board meeting. The motion was seconded by Commissioner Baker. Motion carried 7 to one abstention by Commissioner Gross; Chairman Grady, Vice-Chairman Brown, Commissioners Baker, Hickey, NeSmith, Ansley, and Vonier voting aye.

RESOLUTION
THE SCRUGGS COMPANY
CONDITIONAL USE PERMIT

WHEREAS, The Scruggs Company, hereinafter referred to as "Scruggs," has requested a conditional use of a 11.7 acre portion of 60.83 acres, more or less, in the Agricultural Land Use District for the purpose of Surface mining (borrow pit); and
WHEREAS, Scruggs has properly filed an application 17-11-1 to that effect; and
WHEREAS, the Thomas County Board of Commissioners desires to approve the conditional use permit requested by Scruggs.
NOW, THEREFORE, BE IT RESOLVED that Application #17-11-1 is approved subject to the following conditions:

- 1) All applicable permits shall be obtained from County, State and Federal authorities and shall be strictly adhered to by Scruggs.
- 2) The hours of operation shall be restricted from 7:30 am to 5:30 p.m.; Monday through Friday.
- 3) An earthen berm shall be constructed and maintained along the southeastern border of the mined area. Scruggs agrees to bear all costs of constructing and maintaining said berm. Berm shall be planted in grass on all sides.
- 4) Scruggs shall prepare a scaled drawing of the property showing all facilities, buffers, fencing, berms and other features proposed and said drawing, designated the site plan, shall be

- submitted to the Thomas County Planning Department for technical review prior to final approval of the conditional use permit. (See attached.)
- 5) Scruggs shall maintain the primary entrance and exit for operations by way of McMillian Road. In the event weather conditions prevent the use of the McMillian Road driveway and secondary driveway entering and exiting on Maddox Road may be used. The McMillian Road entrance will be used for mobilization, demobilization, light truck traffic, and farming purposes. The Maddox Road may be used for accessibility equipment, i.e. lowboy trailer, and etc.
 - 6) Scruggs shall maintain and operate onsite, a water truck to use as needed to control dust.
 - 7) No other commercial or industrial use shall be permitted.
 - 8) This conditional use permit shall remain in effect for a period not to exceed twelve (12) months from final approval by the Planning Department.
 - 9) Scruggs may request an extension of the permit period by applying to the Thomas County Board of Commissioners no later than thirty (30) days prior to the expiration of the current permit.

And, therefore, be it further resolved that the conditional use permitted by this resolution shall be subject compliance review as provided for in county regulations.

Approved in the regular Board meeting this 23rd day of January, 2018.

Chairman Grady recognized Commissioner Hickey who made a motion to approve the Superior Court Judges request by resolution. The motion was seconded by Vice-Chairman Brown. Motion carried unanimously; Chairman Grady, Vice-Chairman Brown, Commissioners Baker, Gross, Hickey, NeSmith, Ansley, and Vonier voting aye.

AREOLUTION

WHEREAS, the Judges of the Superior Courts for the Southern Judicial Circuit have requested an increase in the salary supplement for such Judges;

NOW, THEREFORE, BEIT RESOLVED by the Board of Commissioners of Thomas County that the salary supplement to each active Superior Court Judge paid by said County be increased from \$5,000.00 per year to \$8,000.00 per year, beginning January 1, 2019.

AND BEIT FURTHER RESOLVED pursuant to a Resolution signed on February 10, 1987 by the Board of Commissioners of Thomas County that retired Judges receive 74.666% of the county supplement paid to active Judges and surviving-spouses receive 33.333% of the county supplement paid to active Judges.

AND BEIT FURTHER RESOLVED that appropriate action be taken by the Georgia Legislature to implement the above.

SO RESOLVED, this 27th day of February, 2018.

Chairman Grady recognized Commissioner NeSmith who made a motion to approve the reappointment of the Animal Control Board members; Heidi Drawdy (term expiring 12/31/2018); Gerald Bloodworth (term expiring 12/31/2018); H. Wayne Dodson (term expiring 12/31/2018); Capt. Chuck McDonald (term expiring 12/31/2020); leaving one open position (term expiring 12/31/2020). The motion was seconded by Commissioner Ansley. Motion carried unanimously; Chairman Grady, Vice-Chairman Brown, Commissioners Baker, Gross, Hickey, NeSmith, Ansley, and Vonier voting aye.

Chairman Grady recognized Commissioner NeSmith who made a motion to approve the City of Pavo request to receive 2 surplus vehicles from Thomas County, 1 truck and 1 police car, when available as determined by the Fleet Services Manager. The motion was seconded by Vice-Chairman Brown. Motion carried unanimously; Chairman Grady, Vice-Chairman Brown, Commissioners Baker, Gross, Hickey, NeSmith, Ansley, and Vonier voting aye.

The board asked that a letter be sent to all local legislators voicing opposing SB 426, HB 85 and HR51 which reduces county revenue significantly.

County Attorney Bruce Warren explained the draft of changes to the Land Use Standards ordinance defining variance procedures. The board instructed the advertising and public hearings with the Planning and Land Use Commission and the Board of Commissioners be scheduled.

Chairman Grady recognized Commissioner NeSmith who made a motion to accept the petition from Charlie Griffin to close a portion of Stephens Road, to advertise and schedule a public hearing as required. The motion was seconded by Commissioner Ansley. Motion carried unanimously; Chairman Grady, Vice-Chairman Brown, Commissioners Baker, Gross, Hickey, NeSmith, Ansley, and Vonier voting aye.

Chairman Grady recognized Commissioner Vonier who made a motion to ratify gas and diesel purchases on 1/29/2018 diesel \$2.219, 2/16/2018 gas \$1.9463 and 2/21 2018 diesel \$2.0093 from Petroleum Products. The motion was seconded by Vice-Chairman Brown. Motion carried unanimously; Chairman Grady, Vice-Chairman Brown, Commissioners Baker, Gross, Hickey, NeSmith, Ansley, and Vonier voting aye.

Chairman Grady recognized Commissioner NeSmith who made a motion to approve the Emergency Services Committee recommendation to approve the Memorandum of Understanding between Four Oaks Plantation, LLC and Thomas County for a fire sub-station at no cost to the county with costs for Four Oaks Plantation, LLC not to exceed \$40,000.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") sets forth certain terms and mutual understanding between the Thomas County Board of Commissioners ("County"), and Four Oaks Plantation, LLC, ("Four Oaks") for the purpose of outlining the mutual understandings of the parties regarding Four Oaks' donation of land and funds ("Charitable Donation") to the County for the purpose of establishing a Thomas County fire station as set forth below:

PROJECT: The acquisition of 1.718 acres of land at the intersection of Twelve Mile Post Road and Mitchell Road ("Site") together with the construction of a building and ancillary fixtures for the purpose of establishing a county fire station ("Project") to provide enhanced fire protection to property owners and residents of Thomas County, GA.

REQUIREMENTS FOR PROJECT: The total requirements for the competition of the Project is anticipated to include the following:

Material/Labor: Funding for the materials/labor in the anticipated amount of \$36,350 which shall include the budgeted items as set forth in the attached Exhibit A.

Site: The Site will consist of 1.718 acres of land (valued at \$19,500 per the certified appraisal being provided herewith) located at the intersection of Mitchell Road and Twelve Mile Post Road as more particularly described on the attached Exhibit B.

CHARITABLE DONATION: The Requirements of the Project will be donated to the County by Four Oaks as follows:

Material/Labor Expense: Within 30 days of the County's acceptance of this MOU, the County will solicit bids in accordance with their policy. Within five business days immediately following the County's acceptance of the said bid, Four Oaks will donate to the County the amount sufficient to fully satisfy the bid for the Project up to a maximum of \$40,000. The funds donated by Four Oaks shall be used solely for the construction of the Project. In the event that the bid for the Project exceeds \$40,000, the County shall have the option to reject all bids and terminate its obligations under this MOU.

Land: Within 10 business days of the County's acceptance of the above referenced bid, Four Oaks will convey via a Warranty Deed of Gift the Site to Thomas County, Georgia.

Upon receipt of the above referenced Charitable Donation by the County, the County will execute a charitable donation letter to Four Oaks as set forth in the attached Exhibit C.

PROJECT COMPLETION: Within sixty days of the receipt of the Charitable Donation from Four Oaks, the County will commence construction of the Project and continue with diligence until the Project is complete.

CONSENTED AND AGREED TO THIS 27th DAY OF FEBRUARY 2018 BY:

Chairman Grady recognized Commissioner NeSmith who made a motion to approve the Emergency Services Committee recommendation to enter into contract with John D. Archbold Memorial Hospital for non-emergency transports by the Emergency Medical Service. The motion was seconded by Commissioner Hickey. Motion carried unanimously; Chairman Grady, Vice-Chairman Brown, Commissioners Baker, Gross, Hickey, NeSmith, Ansley, and Vonier voting aye.

John D. Archbold Memorial Hospital
MEDICAL TRANSPORTATION AGREEMENT

John D. Archbold Memorial Hospital, Inc. and its affiliates ("Hospital") are licensed Acute Care Hospitals and Skilled Nursing Facilities headquartered in Thomasville, Thomas County, Georgia and located in South Georgia. Thomas County Emergency Medical Services ("TCEMS") is a licensed Emergency Medical Service provider operated by the Thomas County Board of Commissioners in Thomas County, Georgia.

In that both the Hospital and TCEMS, wish to enter into an agreement to cooperate together and to provide certain medical transport services to patients, the following is acknowledged and agreed to:

Preferred Provider – Hospital appoints TCEMS as a preferred provider for furnishing Services on an as requested basis to Patients who need such services, and TCEMS accepts such appointment.

Hospital's appointment, and TCEMS acceptance, are conditioned on the continued performance by each Party of their respective duties, and other terms and conditions, as set forth below.

Archtrans Non-Emergency Transportation Service (Archtrans) operated by John D. Archbold Memorial Hospital will be the primary provider non-emergency transport provider for the Hospital. TCEMS will be the preferred secondary provider for requested transport of emergency and non-emergency patients and for patients when Archtrans is unavailable and/or whose medical condition and needed care is outside the scope of care available from Archtrans.

While Hospital will endeavor to provide TCEMS with "first call" preference for transport services the Hospital reserves the right to contact, contract with, and use other providers of transport services to meet patient, medical, and Hospital needs and requirements.

At no time will this agreement relate to or conflict with the responsibilities and regulatory requirements of TCEMS to provide service as the state designated 911 zone provider for Thomas County, Georgia.

Services - TCEMS will provide requested emergency and non-emergency medical transportation services outside of the scope of the normal and accepted provision of 911 emergency medical services required by law, including, but not limited to, inter-facility transfers, returns to skilled nursing facilities, and other medical transportation as needed by Hospital.

Billing – TCEMS will initially bill and collect from government health care programs and commercial insurers for services provided to the Hospital. Hospital will cooperate as requested by TCEMS in obtaining and providing documentation required to support claims for payment for service provided.

Upon agreement and approval on a case by case basis and prior to transport, Hospital can agree to pay TCEMS upon submission of an invoice for services provided to patients without identified government or commercial payer sources based on fee schedule attached as exhibit "A".

Both Hospital and TCEMS agree to work cooperatively to resolve any billing issues that may arise during the course of this agreement.

Response Time – TCEMS agrees to respond with availability within 30 minutes of all requests for transportation. Actual transport times will be arranged between TCEMS and Hospital based on patient needs and medical necessity. If transportation is not available

through TCEMS, they agree to assist Hospital with the identification of appropriate alternatives. Use of these alternatives is at the sole discretion of the Hospital.

Requests for transportation by the Hospital will be made through the Director of TCEMS or his designee. Education and information related to the provisions of this agreement will be provided cooperatively as needed to all appropriate staff at both the Hospital and TCEMS.

Timely response, appropriate communication, and cooperation between the Hospital and TCEMS is the essence of this agreement.

Regulatory Compliance – Hospital and TCEMS agree that neither party will knowingly fail to comply with service and billing requirements established by Medicare, Medicaid, and other third-party payers. Hospital and TCEMS will maintain a written regulatory compliance plan, and an active internal compliance program under the direction of a designated compliance officer, to ensure Hospital and TCEMS does not knowingly fail to comply with the service and billing requirements established by Medicare, Medicaid, and other third-party payers.

Preferred Provider Status – Hospital agrees to identify TCEMS as a Preferred Provider of transport services. In particular, Hospital will make such information known as needed to its employees, medical staff, and patients, PROVIDED, however, that nothing herein will be construed as compromising a patient's rights.

No Referrals Required – In entering into this Agreement, the parties do not intend to induce the referral of Patients by Hospital to TCEMS. The parties acknowledge that there is no requirement under this Agreement or any other agreement between Hospital and TCEMS or their respective affiliates that any patients be referred to the other. In connection with their respective duties hereunder, neither Party will pay the other any remuneration, directly or indirectly, overtly or covertly, in cash or in kind. At its sole cost and expense, each Party will provide resources as are necessary or appropriate to achieve the purposes of this Agreement. The Parties further acknowledge that the relationship established hereby is for the convenience of Patients of Hospital.

Entire Agreement – Upon execution by both parties this agreement represents the entire responsibilities of both the Hospital and TCEMS under this agreement. Any additions or deletions will be made and agreed upon in writing.

Term of Agreement – This agreement will commence upon signature of both parties and remain in effect until termination in writing by either party, renewing automatically on an ANNUAL basis.

Chairman Grady recognized Commissioner NeSmith who made a motion to approve the Emergency Services Committee recommendation to accept the Georgia Trauma Commission grant of \$9,720.65 with no required matching funds. The motion was seconded by Commissioner Baker. Motion carried unanimously; Chairman Grady, Vice-Chairman Brown, Commissioners Baker, Gross, Hickey, NeSmith, Ansley, and Vonier voting aye.

Commissioner Baker addressed the board and asked that the board contact all the local legislators for the need to reopen Southwest State Hospital. Sheriff Powell stated that over 20 of the prisoners at the jail suffer from mental illness.

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.



Wiley E. Grady, Chairman

ATTEST:



M. Twink Monahan, County Clerk