



**Dodge County Board of Commissioners  
Board Meeting Minutes  
Monday, February 05, 2024 at 6:00 p.m.**

**Commissioners Present:**

Chairman Dan McCranie  
Sharon Cobb Flanagan, District 1  
Kelly Belflower, District 2  
Vice-Chair Brian Watkins, District 3  
Karen Cheek, District 4

**Also Present:**

Conner Bearden, County Manager  
Brian Robinson, Dodge County Sheriff

**Absent:**

John P. Harrington, County Attorney  
Kimberly Smith-Parkerson, County Clerk

The Dodge County Board of Commissioners held their regular meeting at the Dodge County Pearl Bates Courthouse Annex Monday, February 05, 2024, at 6:00 p.m. with Chairman McCranie presiding. He called the meeting to order and led the Pledge of Allegiance. Commissioner Cheek gave a devotion, entitled, "A Bird in the Storm," and referenced Deuteronomy 31:6 and Psalm 23. Next, she led a prayer.

**Elected Officials/Department Heads**

**A. Sheriff Brian Robinson**

Sheriff Brian Robinson thanked the board for continued support and assistance and reported statistics from 2023, as follows:

- patrolled 213,406 miles
- checked 3,488 buildings
- made 1,902 traffic stops
- issued 821 warnings and 1,023 citations
- 51 roadside arrests
- 67 drug arrests
- served 31 temporary protection orders
- served 1,791 civil papers
- 130 wrecks
- 9,366 calls answered
- 30 SWAT call outs

**Approval of Minutes**

**A. Minutes – January 16, 2024 Regular Meeting**

Commissioner Watkins made a motion to approve the regular meeting minutes. Commissioner Cheek seconded. All voted in favor, and the motion passed.

**Old Business**

**A. Limb/Leaf Landfill Fees**

Commissioner Belflower made an inquiry regarding limb/leaf disposal guidelines. Manager Bearden read minutes from November 20, 2023, which stated, "The board discussed limb/leaf debris guidelines and made a recommendation not to accept anything over 4" in diameter, and that no fees would be assessed for natural yard debris."

**B. RWD Grant**

Manager Bearden referenced a five-year contract with Pratt Recycling, Inc., as below. Commissioner Belflower made a motion to approve the contract. Commissioner Cheek seconded. All voted in favor.



## Recycling Supply Contract

### 1. Parties:

**Pratt Recycling, Inc.**  
 a Delaware Corporation ("Pratt")  
**Customer's Service Location ("Service Location")**  
**Address: 101 Landfill Drive**  
**City/State/Zip: Eastman, GA 31023**  
**Contact Name: Conner Bearden**  
**Phone: 478-374-4361**  
**Email: Conner.bearden@dodgecounty-ga.com**

**Customer (full legal name): Dodge County Board of Commissioners**  
**Customer's state of incorporation/formation: Georgia**  
**Customer's billing address:**  
**Address: PO Box 818**  
**City/State/Zip: Eastman, GA 31023**  
**Contact Name: Kim Parkerson**  
**Phone: 478-374-4361**  
**Email: Kim.parkerson@dodgecounty-ga.com**

### 2. Term.

**Start Date: 1/01/2024 (Effective Date)**

**End Date: 1/01/2029 (5 years from the Effective Date)**

**Check here if your contract automatically renews :** If checked, this Contract will automatically renew for successive terms of 5 year(s) unless either Party gives a written non-renewal notice at least 180 days before the term ends

**3. Materials Procurement.** Pratt has the obligation and exclusive right to procure from the Service Location 100% of the materials on the Pricing/Fees Attachment (which is part of this Contract) generated at the Service Location ("Materials"). If Pratt is leasing equipment to Customer, the Equipment Attachment will be part of this Contract.

**4. Termination.** If a Party fails to cure a material failure to meet obligations under this Contract within 30 days after notice, the other Party may terminate this Contract with 30 days' notice. A Party may Immediately terminate this Contract (with no right to cure) if the other Party fails to pay on time; makes an assignment to benefit creditors; states that it cannot timely pay its debts; or files a bankruptcy petition or has an involuntary bankruptcy petition filed against it.

**5. Indemnification.** Each Party will indemnify and defend the other Party against third-party claims arising out of the indemnifying Party's breach of this Contract, negligence, intentional misconduct, or violation of law except to the extent that the third-party claim is caused by the other Party's breach of this Contract, negligence, intentional misconduct, or violation of law. "Parties" in this section includes a. Parties' parent companies, subsidiaries, affiliated companies, and all of their respective parent companies, subsidiaries, officers, directors, shareholders, members, managers, employees, and agents.

**6. Governing Law and Notices.** For all disputes arising out of this Contract, Georgia law will govern all issues (regardless of any jurisdiction's choice-of-law rules), and the Parties submit to personal jurisdiction and venue in the Georgia courts of Cobb County, Georgia, and the federal courts of the Northern District of Georgia. To be effective, notices must be in writing and delivered by certified mail or overnight delivery by UPS or FedEx to:

To Pratt:  
 4004 Summit Boulevard NE, Suite 1000  
 Atlanta, GA 30319  
 Attention: Chief Financial Officer

To Customer:  
 101 Landfill Drive  
 Eastman, GA 31023  
 Attention: Conner Bearden

With a simultaneous copy to:  
 Pratt Industries, Inc.  
 4004 Summit Boulevard NE, Suite 1000  
 Atlanta, GA 30319  
 Attention: Douglas R. Balyeat, General Counsel and Vice President  
 Phone: 404-771-8399  
 Email: [dbafveat@prattindustries.com](mailto:dbafveat@prattindustries.com)

**Pratt Recycling, Inc.**

**By:** \_\_\_\_\_

**Name: Stephen Ward**  
**Title: Chief Financial Officer**  
**Date Signed:** \_\_\_\_\_

**Customer**

**By:** \_\_\_\_\_

Customer's Authorized Agent

**Name: Conner Bearden**  
**Title: County Manager**  
**Date Signed:** \_\_\_\_\_

## Pricing/Fees Attachment

**1. Materials and Purchase Prices (per short ton):**

Material	Baled Purchase Price
X Old Corrugated Containers (11)	HYSE minus \$15 FOB

**2. Definitions.**

**Materials** will conform to grade specifications in the ISRI Scrap Specifications Circular in effect when Pratt obtains title to the Materials.

**Market Price** means the high-side of the Southeast domestic market-price range for the referenced Material published in *Pulp & Paper Week's* "Price Watch: Recovered Paper - Domestic," commonly known as the "Yellow Sheet." Purchase Prices indexed to Market Price will automatically adjust each month when the first Yellow Sheet issue is published for that month.

If the Market Price for a Material is \$25.00 or below, then the Purchase Price for the Material will be \$0, but this will not change the Parties' obligations regarding the Material.

If *Pulp & Paper Week* stops publishing the Yellow Sheet or materially changes pricing methodology, the Parties will agree on an alternative pricing formula in a written amendment to this Contract.

**Baled** means a single type of Material contained in medium-density bales with sufficient ties to ensure safe transport. Baled Purchase Price provided herein is based on loads with a net weight of 40,000 lbs. or greater. Loads weighing less than 40,000 lbs. net will be subject to a pro-rated light load freight deduction.

**3. Payment Terms.** Pratt will pay Customer for Materials received at Pratt's destination point at the Purchase Prices in Section 1 above (if Purchase Prices exceed \$0). Any amount that Pratt owes the customer will first offset any amount that Customer owes Pratt, and Pratt will pay Customer any remaining amount due to Customer within 30 days after Pratt receives the Materials.

**4. Collection Fees and Processing Fees.**

Customer will pay any amount owed to Pratt within 30 days after the invoice date.

**5. Unacceptable Materials.** Customer will ensure that no Materials contain any of the following "Unacceptable Materials:" hazardous substances; herbicides, insecticides, fungicides, or rodenticides; heavy metals; antimony, arsenic, barium, cadmium, chromium, copper, lead, mercury, selenium, silver, or zinc; toxic or potentially carcinogenic substances; formaldehyde, PCBs, or phenolic based resins; biological or medical waste; radioactive substances; or any container that previously held any of the items in this list. Customer will retain title to and legal responsibility for any Unacceptable Materials even if collected by Pratt.

**6. Delivery and Taxes.** Pratt will pay all taxes and government fees imposed on the Materials.  
 If checked, Pratt will collect the Materials from Customer's Service Location at Pratt's expense and will obtain title and risk of loss when it collects the Materials. OR

**7. Unusual Cost Increases or Market Conditions.** Pratt may, at reasonable times, petition the Customer to reduce Purchase Prices or pay new or adjusted rates to account for unusual increases in Pratt's operation costs or unusual changes in market or other conditions beyond Pratt's reasonable control. If Customer unreasonably refuses, and Pratt determines in its sole discretion that the Contract is no longer in Pratt's economic interest, then Pratt may terminate this Contract for cause with 30 days' notice to Customer.

## New Business

### A. Approval of Accounts Payable

A motion was made by Commissioner Flanagan and seconded by Commissioner Belflower to approve the accounts payable report totaling \$304,680.35. All voted in favor, and the motion passed.

### B. Farmer's Market Appointment (term ending 2026)

Manager Bearden reported receiving a resignation from Blake Southerland and set this meeting as first notice for an appointment opening.

### C. Hospital Authority Board Nominations

Manager Bearden reported Dodge County Hospital Authority Board appointments expiring in April are Paul Jones, Jim Rahn, and Mandel Mullis. He reported he would advertising for applications and set this meeting as first notice for a nomination opening.

### D. Intergovernmental Agreement for EMS Services (Board of Education)

Manager Bearden discussed the proposed intergovernmental agreement between the Board of Education and Dodge County for EMS Services, as below. Commissioner Watkins made a motion to approve the agreement; Commissioner Flanagan seconded. All voted in favor, and the motion passed.

#### Intergovernmental Agreement for EMS Services

This General Service Agreement (the "Agreement") dated this 30<sup>th</sup> day of January, 2024 is between the Dodge County Board of Education, herein referred to as "Customer" and the Dodge County Board of Commissioners, DBA DCEMS Department, herein referred to as "Service Provider".

Service Provider has agreed to provide services to the Customer on the terms and conditions set out in the Agreement, while Customer is of the opinion that Service Provider has the proper and necessary qualifications, experience, and abilities to provide services to Customer.

Therefore, in consideration of the matters described above, the receipt and sufficiency of which consideration is hereby acknowledged, the Customer and Service Provider agree as follows:

**1.** Scope of Work:

The Service Provider is to provide the Customer with the following service:

*Service provider will provide an ambulance and staff to provide EMS services at athletic or extracurricular activities when held in Dodge County. The Service Provider will properly equip the ambulance with the necessary supplies to fulfill this commitment.*

**2.** Compensation:

The Customer will provide monetary compensation to the Service Provider in the amount of \$150.00 per event. This compensation will be payable upon receipt of invoice from Service provider.

**3.** Modification of Agreement:

Any modification or amendment to this Agreement will be binding if evidenced in writing and signed by each party.



IN WITNESS WHEREOF the parties have duly affixed their signatures under hand on this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Michael Johnson, EMS Director

\_\_\_\_\_  
Conner Bearden, County Manager

\_\_\_\_\_  
Susan Long, DCSS Superintendent

### **E. County Package Sales**

Commissioner Belflower made a motion to have a referendum on the ballot in November for the matter of county package sales. Commissioner Flanagan seconded the motion. Commissioner Watkins stated he was against the referendum. Chairman McCranie stated he agreed with Commissioner Watkins. Next, he asked for a show of hands in favor of the referendum. Commissioners Belflower, Flanagan, and Cheek raised their hands. He asked for those opposed. Chairman McCranie and Commissioner Watkins raised their hands. Motion passed by majority vote.

### **F. Dodge County Building Inspections**

Manager Bearden discussed the county's yearly building inspections:

- The red brick and tan jails are beyond repair.
- The courthouse annex on Courthouse Circle is structurally sound. Some aesthetics need attention.
- The 911 structure is fine.
- The Law Enforcement Center and jail are fine.
- The recreation department has no issues except for a leak in the gym near the women's restroom. There are also some broken windows that will be repaired.
- The health department has an HVAC leak in the reception area, which will be repaired.
- The Pearl Bates annex has no issues.
- The transfer stations and garbage sites are fine.
- Fire Station #6 (Crossroads) has an electric cover panel missing and will be repaired.
- Gresston Station's well and air conditioning are on the same breaker and will be rectified.
- Triangle roofs on north and south ends and fascia boards need immediate attention at the county courthouse. The building inspector will make a temporary repair.

### **G. Dodge County Historic Jail**

Commissioner Flanagan requested all important items be removed from the historic jail since the building inspector's report labeled it beyond repair.

### **H. Joint County/City of Eastman Work Session Date**

Chairman McCranie requested the board members get some dates to the county manager for scheduling a joint meeting with the City of Eastman.

### Commissioner Reports

- Commissioner Flanagan dispersed a list of the board’s goals from 2023 for review.
- Chairman McCranie stated the bus department wanted to thank the county for the gravel on the dirt roads.

### County Manager Report: Conner Bearden

County Manager Bearden updated on the following **proposed** legislations:

- Senate Bill 361 authorizes officials to attend meetings remotely via teleconference up to six times per year, which is an increase from the current legislation of only two times.
- House Bill 999 creates a special rule district under the Department of Community Affairs to seek state and federal funds for rural communities.
- Senate Bill 403 seeks to remove the tax estimate from the assessment notice without including additional provisions.
- House Bill 1126 will prohibit the use of automated speed detection devices in school zones.
- Senate Bill 212, which removes the probate judge’s election responsibilities effective January 1, 2025, passed through the senate ethics committee. This will now go before a vote in the house.
- House Bill 1120 removes the locked-in values on tax appeals.
- House Bill 1019 will double the state homestead exemption. This is the first proposed increase since 1978.

Manager Bearden also updated, as follows:

- March 7 is the ACCG Legislative Breakfast.
- LMIG 2024 grant money was awarded. Bid has been released and is due Feb. 27.
- A letter has been received from the GA DOR indicating the 2022 assessment on the digest at 36.56%.

### Public Comments

Eugene Brannon thanked the fire department for prompt attention to a fire. And also invited the commissioners to a ribbon cutting on February 22 for Nabo’s BBQ Restaurant, which will be located in the old MC’s Restaurant building on 7<sup>th</sup> Avenue.

### Adjournment

With no further business to address, a motion was made by Commissioner Watkins and seconded by Commissioner Flanagan to adjourn at 7:04 p.m. All voted in favor, and the meeting adjourned.

Attested:

Approved:

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Kimberly Smith-Parkerson, County Clerk

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Dan McCranie, Chairman