

**Dodge County Board of Commissioners  
Public Hearing/Board Meeting Minutes  
Monday, December 02, 2024, at 6:00 p.m.**



**Commissioners Present:**

Chairman Dan McCranie  
Sharon Cobb Flanagan, District 1  
Leigh Ann Greene, District 2  
Vice-Chair Brian Watkins, District 3  
Karen Cheek, District 4

**Also Present:**

Conner Bearden, County Manager  
Kimberly Smith-Parkerson, County Clerk  
John Harrington, County Attorney

**Call Budget Adoption Hearing/Board Meeting to Order**

The Dodge County Board of Commissioners held a public hearing in conjunction with their regular meeting at the Dodge County Pearl Bates Courthouse Annex Monday, December 02, 2024, at 6:00 p.m. with Chairman McCranie presiding. He called the meeting to order and requested the agenda be amended to add a discussion of the FY 2023 County Audit under new business and an executive session to discuss legal matters after public comments. Commissioner Watkins made a motion to amend the agenda, as detailed. Commissioner Cheek seconded the motion. All voted in favor, and the agenda was amended. Next, Chairman McCranie led the Pledge of Allegiance. Then, Commissioner Cheek gave a devotion from Micah 6:8, entitled *What Do We Need*, and afterward, she led a prayer.

**Budget Adoption Hearing**

The county manager presented and discussed the proposed county budgets, as detailed below. The floor was opened for public comments. None were made. The public hearing ended at 6:04 p.m.

2025 Budget Sheriff's Office Internal Accounts		
<u>Account</u>	<u>Revenue</u>	<u>Expenditure</u>
Cash Bonds	\$ 75,000.00	\$ 75,000.00
Equipment	\$ 50,000.00	\$ 50,000.00
Sheriff's Fees	\$ 28,000.00	\$ 28,000.00
Deposit Account Fraud	\$ 4,500.00	\$ 4,500.00
Condemnation	\$ 5,000.00	\$ 5,000.00
Bond Fee	\$ 10,000.00	\$ 10,000.00
Commissary	\$ 75,000.00	\$ 75,000.00
Vending	\$ 6,000.00	\$ 6,000.00
<b>TOTAL</b>	<b><u>\$ 253,500.00</u></b>	<b><u>\$ 253,500.00</u></b>

<u>2025 Budget TSPLOST</u>	
<u>Revenues</u>	
Sales Tax Receipts	\$720,000.00
<u>Expenditures</u>	
Road Improvements	\$720,000.00
Excess/Deficiency Revenues over Expenditures	\$ -
<hr/>	
<u>2025 Budget 2019 SPLOST</u>	
<u>Revenues</u>	
Sales Tax Receipts	\$2,400,000.00
<u>Expenditures</u>	
Payments to Entities	\$1,008,000.00
Roads, Buildings, Equipment	\$1,197,600.00
Economic Development	\$72,000.00
Recreation Department	\$26,400.00
Rural Fire Departments	<u>\$96,000.00</u>
Total Expenditures	\$2,400,000.00
Excess/Deficiency Revenues over Expenditures	\$ -
<hr/>	
<u>2025 Budget Law Library</u>	
<u>Revenues</u>	
Judicial Fees and Charges	\$8,000.00
<u>Expenditures</u>	
Public Safety	\$8,000.00
Excess/Deficiency Revenues over Expenditures	\$ -
<hr/>	
<u>2025 Drug Education Fund</u>	
<u>Revenues</u>	
Judicial Fees and Charges	\$12,000.00
MISC	
<u>Expenditures</u>	
Public Safety	\$12,000.00
Excess/Deficiency Revenues over Expenditures	\$ -

<b>Dodge County, Georgia</b>		
<b>2025 Budget</b>		
<b>E-911 Special Revenue Fund</b>		
<b>Revenues:</b>		
	Charges for Services	\$ 500,000.00
	Dodge County Contribution	\$ 169,245.00
	<b>Total Revenues</b>	<u>\$ 669,245.00</u>
<b>Expenditures:</b>		
	<b>E911 Operations</b>	
	E 911 * SALARIES *	437234.00
	E 911 * HEALTH INS	93663.00
	E 911 * PR TAXES	33448.00
	E 911 * RETIREMENT	8000.00
	E 911 * W/COMP	750.00
	E 911 * GTA * TECHNICAL SUPPORT	500.00
	E 911 * DRUG & ALCOHOL TESTING	200.00
	E 911 * RADIO CONTRACT	0.00
	E 911 * VEH. R&M * & INSURANCE	1000.00
	E 911 * BLDG. & EQUIP R&M * MAINT	10000.00
	E 911 * COST RECOVERY CELL PH COMPANY	0.00
	E 911 * SOFTWARE 24/7 SUPPORT	2000.00
	E 911 * PROPERTY INSURANCE	900.00
	E 911 * TELEPHONE	61000.00
	E 911 * UNEMPLOYMENT	100.00
	E 911 * REIMB.MILAGE TRAVEL&LODG	2000.00
	E 911 * MISC. GDOC OTHER EXP	0.00
	E 911 * ADDRESS SIGN SUPLIES	1500.00
	E 911 * CLEANING SUPPLIES	750.00
	E 911 * OFFICE SUPPLIES	3500.00
	E 911 * UNIFORMS	1000.00
	E 911 * ALL UTIL.SEE SUB CATEG.	8000.00
	E 911 * WATER	1450.00
	E 911 * VEH. FUEL TIRES & OIL	750.00
	E 911 * OFFICE R&M	0.00
	E 911 * COPY LEASE	1500.00
	<b>Total E-911</b>	<u>669245.00</u>
Excess (Deficiency) Revenues over Expenditures		0

<b>Dodge County Commissioners</b>	
<b>2025 BUDGET</b>	
<b>Revenues</b>	
Taxes:	9,236,243.00
Permits and Licenses:	38,500.00
Intergovernmental:	1,790,356.00
Charges for Services:	2,126,929.00
Judicial Fees and Charges:	507,000.00
Special Revenue Charges:	655,000.00
<b>TOTAL REVENUE</b>	<b>14,354,028.00</b>
<b>Expenditures</b>	
Board of Commissioners	146,494.000
Office of Co. Commissioner	383,771.000
CTHSE EXP. (PUBLIC BLDGS. & ANNEX)	319,684.000
Group Ins/Ret.* Co. Share	64,124.000
Board of Elections	130,192.000
Office of Tax Commissioner	248,349.000
Tax Assessor and Appraiser	423,443.000
Equalization Board	750.000
Superior Court	384,061.000
District Attorney	67,550.000
Clerk of Superior Court	324,963.000
Magistrate	219,013.000
Probate Court	236,865.000
Sheriff	2,237,673.000
Jail	1,900,584.000
Coroner	43,194.000
E-911	669,245.000
Emergency Medical Services	1,801,169.000
Other Public Safety	20,000.000
Fire / EMA	707,200.000
Oconee Drug Task Force	204,397.000
Roads	1,867,010.000
Sanitation	815,146.000
Health & Welfare	67,155.000
Nutrition Center:	55,563.000
Recreation & Library	246,307.000
Building Inspection	105,354.000
Other Dev & Housing	24,288.000
County Agent	106,532.000
Transit	399,933.000
Misc Community Service	134,019.000
<b>TOTAL EXPENDITURES</b>	<b>\$ 14,354,028.00</b>

**Close Public Hearing at 6:04 p.m.**

**Continue Regular Meeting**

**Elected Officials/Department Heads**

None present.

**Approval of Minutes**

**A. Minutes – November 18, 2024 Regular Meeting**

Commissioner Watkins made a motion to approve the regular meeting minutes with no additions, corrections or deletions. Commissioner Greene seconded. All voted in favor, and the motion passed.

**Old Business**

**A. Fire Mitigation Collection**

Manager Bearden presented the fire mitigation contract from Fire Recovery USA to aid in emergency incident cost recovery.

Commissioner Flanagan made a motion to approve the fire mitigation contract from Fire Recovery USA, as detailed below. Commissioner Watkins seconded. All voted in favor, and the motion passed.

**SERVICES AGREEMENT**

This Services Agreement ("Agreement") is made effective as of December 2, 2024 ("Effective Date"), by and between **FIRE RECOVERY USA, LLC**, a California limited liability company ("Company"), and **Dodge County Board of Commissioners/ OBA Dodge County Fire**, ("Client"). The Company and Client are referred to herein individually as a "party" and collectively as the "parties."

**RECITALS**

WHEREAS, Company engages in the business of performing billing services ("Company Services") for United States Fire Departments in connection with the motor vehicle incidents and other emergency incidents at which the Client provides emergency services; and

WHEREAS, Client seeks the services of Company to assist with the billing for services that Client provides in connection with motor vehicle incidents and other emergency incidents; and

WHEREAS, Company and Client desire to enter into this Agreement to memorialize their agreements regarding the Company Services to be provided to Client.

NOW, THEREFORE, in consideration of the mutual representations, warranties and covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company and Client agree as follows:

**ARTICLE 1 ENGAGEMENT**

1.1. Engagement: Client hereby engages Company to provide the Company Services described in Article 4 herein, and Client hereby accepts such engagement, all on the terms and conditions set forth herein. Company will determine the method, detail and means of performing the services detailed below.

**ARTICLE 2 REPRESENTATIONS AND WARRANTIES**

2.1. Representations and Warranties of Company: Company hereby represents and warrants to Client that, at

all times during the term of this Agreement, Company is a limited liability company duly organized, validly existing and in good standing under the laws of the State of California.

2.2. Representations and Warranties of Client: Client hereby represents and warrants to Company that, at all times during the term of this Agreement, Client is, or Governs, or Contracts with an organized fire department established pursuant to the laws and ordinances of the state in which Client is located.

### **ARTICLE 3 COMPANY STATUS AND QUALIFICATIONS**

3.1. Independent Contractor: Company enters into this Agreement, and will remain throughout the term of the Agreement, as an independent contractor. Company agrees that it will not become an employee, partner, agent or principal of Client while this Agreement is in effect.

3.2. Payment of Income Taxes: Company is responsible for paying when due all income taxes, including estimated taxes, incurred as a result of the compensation paid by Client to Company for services rendered under this Agreement. On request, Company will provide Client with proof of timely payment. Company agrees to indemnify Client for any claims, costs, losses, fees, penalties, interest, or damages suffered by Client resulting from Company's failure to comply with this provision.

3.3. Use of Employees or Subcontractors: Company may, at Company's own expense, use any employees or subcontractors as Company deems necessary to perform the services required of Company by this Agreement. Client may not control, direct, or supervise Company's employees or subcontractors in the performance of those services.

3.4. Qualifications: Company represents that it is qualified and has the skills necessary to perform the services under this Agreement in a competent and professional manner, without the advice or direction of Client.

3.5. Ownership Interest: Company will have no ownership interest in Client.

3.6. No Benefit Contributions: Company shall have no obligation under this Agreement to compensate or pay applicable taxes or provide employee benefits of any kind to any person employed or retained by Client.

3.7. Attorney-in-Fact: Client appoints Company as Client's attorney-in-fact for the following purposes:

(a) Billing and Collections: To bill and collect ("Collections") all revenue earned by and due to Client, in connection with Client's provision of emergency services provided/rendered at the sites of motor vehicle incidents and other emergency incidents, and to receive all Collections on Client's behalf and to sue for and give satisfaction for monies due on account and to withdraw any claims, suits, or proceedings pertaining to or arising out of Company's or Client's right to collect such amounts; and

(b) Endorsement: To take possession of and endorse in Client's name any notes, checks, money orders, and any other instruments received as Collections.

### **ARTICLE 4 GENERAL RESPONSIBILITIES OF COMPANY**

4.1. Minimum Amount of Service: Company agrees to devote as much time and attention to the performance of the Company Services under this Agreement as may be, in Company's sole discretion, required to accomplish the tasks described herein to accomplish the results for which the Company is responsible under this Agreement. Company Services: Company agrees to perform the Company Services as set forth in the "List of Company Services" attached hereto as Schedule "A" and incorporated herein by reference; including those additional services requested by Client and accepted in writing by the Company during the term of this Agreement.

4.2. Non-Exclusive Relationship: Company may represent, perform services for, and contract with as many additional clients, persons, or companies as Company, in Company's sole discretion, sees fit.

4.3. Time and Place of Performing Work: Company may perform the services under this Agreement at any suitable time and location Company chooses.

4.4. Materials and Equipment: Company will supply all materials and equipment required to perform the services under this Agreement.

4.5. Workers' Compensation: Company agrees to provide workers' compensation insurance for Company and Company's employees and agents and agrees to hold harmless and indemnify Client for any and all claims arising out of any injury, disability, or death of any of Company's employees or agents.

4.6. Assignment: Neither this Agreement nor any duties or obligations under this Agreement may be assigned by Company without the prior written consent of Client, which consent shall not be unreasonably withheld.

#### **ARTICLE 5 COMPENSATION OF COMPANY**

5.1. Compensation for Company Services: All Company Services provided pursuant to this Agreement will be provided in accordance with the terms, including compensation amounts and schedule of remittance, set forth in the "List of Company Services," attached hereto as Schedule A.

5.2. The provisions of Article 11 of this Agreement will govern any dispute associated with compensation.

#### **ARTICLE 6 OBLIGATIONS OF CLIENT**

6.1. Cooperation of Client: The Client agrees to comply with all reasonable requests of Company and provide access to all documents reasonably necessary to the performance of Company's duties under this Agreement. The Client shall be responsible for initially insuring, and continuing to review, local and state laws in the Client's jurisdiction to assure adequate legal authority for Company to engage in the Services described herein on behalf of Client.

6.2. Assignment: Once a run is assigned to Company for processing, Company will pursue collection until all efforts have been exhausted. While Company is pursuing payment on a claim Client is precluded from assigning any duties or obligations under this Agreement to any other party, without the written consent of Company. Client may not negotiate a settlement of a run Company is processing without Company's written consent to the terms of the settlement and compensation due to Company for processing the run. Once Company has determined a run is not collectible it will either be archived and closed or sent to a collection agency (only if Client chooses to do so). Sending an account to collection incurs additional fees to Client. If payment is received from a collection agency, the amount received will be posted to Client's account by Company. Company will reimburse Client at the rate set forth in Schedule A, List of Company Services for that particular run, minus any additional fees from the collection agency.

#### **ARTICLE 7 CLIENT AUTHORIZATION**

7.1. Authorization: Notwithstanding other provisions of this Agreement, Company shall obtain authorization from Client prior to performing any of the following:

- (a) The sale conveyance, transfer, pledge exchange, assignment, hypothecation, or encumbrance of Client's interest in any sums owed to Client; and
- (b) All other limitations as stated by the terms of this Agreement.

#### **ARTICLE 8 TERMINATION OF AGREEMENT**

8.1. Termination on Notice: Notwithstanding any other provision of this Agreement, either party may terminate this Agreement at any time by giving thirty days (30) written notice to the other party. Unless earlier terminated as set forth below, this Agreement shall be effective as of the date first set out above and shall continue for a period of one (1) year thereafter. This Agreement shall automatically renew for successive one (1) year periods, unless either party provides written

notification to the other party of its decision not to renew this Agreement. Any runs submitted for processing to Company prior to the date of the notice of termination will continue to be processed under the terms of the List of Company Services set forth in this Agreement.

8.2. Termination on Occurrence of Stated Events: This Agreement will terminate automatically on the occurrence of any of the following events;

- (a) Bankruptcy or insolvency of either party;
- (b) The assignment of this Agreement by either party without the consent of the other party; the parties agree that neither party will unreasonably withhold consent to such an assignment.

8.3. Termination for Default: If either party defaults in the performance of this Agreement or materially breaches any of its provisions, the non-breaching party may terminate this Agreement by giving written notification to the breaching party. Termination will take effect immediately on receipt of notice by the breaching party or five days (5) after mailing of notice, whichever occurs first. For the purposes of this paragraph, material breach of this Agreement includes, but is not limited to, the following:

- (a) Company's failure to complete the services specified in the Description of Services;
- (b) Client's material breach of any representation, warranty or agreement contained in this Agreement;
- (c) Company's material breach of any representation, warranty or agreement contained in this Agreement;
- (d) If the Fire Department does not maintain a minimum of 6 billable runs per year, the Fire Department will be subject to a minimum account service fee of \$250 annually or termination of the account.

#### **ARTICLE 9 PROPRIETARY RIGHTS**

9.1. Confidential Information: Any written, printed, graphic, or electronically or magnetically recorded information furnished by Client for Company's use are the sole property of Client. This proprietary information includes, but is not limited to, customer requirements, customer lists, marketing information, and information concerning the Client's employees, products, services, prices, operations, and subsidiaries. Company will keep this confidential information in the strictest confidence, and will not disclose it by any means to any person except with the Client's approval, and only to the extent necessary to perform the services under this Agreement. This prohibition also applies to Company's employees, agents, and subcontractors. On termination of this Agreement, Company will return any confidential information in Company's possession to Client.

9.2. Confidential Information: Any written, printed, graphic, electronically or magnetically recorded information, computer-based hardware, software, applications, software scripts, or software links furnished by Company for Client's use are the sole property of Company. This proprietary information includes, but is not limited to, customer requirements, customer lists, marketing information, and information concerning the Company's employees, products, services, prices, operations, and subsidiaries. Client will keep this confidential information in the strictest confidence, and will not disclose it by any means to any person except with the Company's approval, and only to the extent necessary to perform the services under this Agreement. This prohibition also applies to Client's employees, agents, and subcontractors. On termination of this Agreement, Client will return any confidential information in Client's possession to Company.

#### **ARTICLE 10 INDEMNIFICATION**

10.1. Indemnification: To the extent permitted by applicable law, the Company will indemnify and hold the Client harmless from and against any and all loss, damage, liability, claims and/or injury resulting from all negligent actions performed by the Company, or its agents on the Company's behalf, in connection with this Agreement. However, this indemnification shall not apply with respect to any legal cause, action or consequential liability or losses as a result from inaccurate or incomplete information or unfounded or unreasonable submissions furnished to the Company by the Client

nor shall it apply to any act, omission or negligence of the Client.

#### ARTICLE 11 GENERAL PROVISIONS

11.1. Governing Law: This Agreement shall be governed in all respects by the laws of the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction that would cause the application of the laws of any jurisdiction other than the State of California).

11.2. Entire Agreement: This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understanding of the parties.

11.3. Successors and Assigns: Except as otherwise provided herein, the provisions hereof shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the parties hereto. No party may assign any of its rights or obligations hereunder without the express written consent of the other party hereto, which consent may not be unreasonably withheld; provided, however, any party may assign any and all of its rights and interests hereunder to one or more of its affiliates and designate one or more of its affiliates to perform its obligations hereunder; provided, however, that such party remains liable for full and total performance of its obligations hereunder.

11.4. Notices: Any notices authorized to be given hereunder shall be in writing and deemed given, if delivered personally or by overnight courier, on the date of delivery, if a Business Day, or if not a business day, on the first Business Day following delivery, or if mailed, three days after mailing by registered or certified mail, return receipt requested, and in each case, addressed, as follows.

### **B. Neal Martin – Rocky Springs Road**

Mr. Neal Martin addressed concerns regarding the new construction at 417 Rocky Springs Road, specifically dust on the roadway and hazardous chemicals.

### **New Business**

#### **A. Approval of Accounts Payable**

A motion was made by Commissioner Flanagan and seconded by Commissioner Cheek to approve the accounts payable report totaling \$82,803.11. All voted in agreement, and the motion passed.

#### **B. Dodge County Audit FY 2023 – Frank Erwin**

CPA Frank Erwin discussed the findings on the FY 2023 County Audit and noted areas of deficiencies. Commissioner Watkins made a motion to approve the FY 2023 county audit, as presented. Commissioner Cheek seconded the motion. All voted in favor, and the motion passed.

#### **C. DCEDA Request – Robert Pruitt**

Executive Director of the DCEDA Robert Pruitt requested funds for building improvements to the Department of Juvenile Justice building, not to exceed \$50,000, from SPLOST funds. Commissioner Cheek made a motion to approve the request. Commissioner Greene seconded the motion. All voted in favor, and the motion passed.

#### **D. Sanitation Department – SPLOST Request**

Manager Bearden presented two quotes for the sanitation department, as below:

- 2011 Manac moving floor trailer - \$25,000
- 2025 mac trailer MFG 48' tipper sheet and post - \$68,991

Commissioner Cheek made a motion to purchase the used trailer for \$25,000. Commissioner Watkins seconded. All voted in favor, and the motion passed.

#### **E. Heart of GA Altamaha Regional Commission – 3<sup>rd</sup> Member Appointment**

Commissioner Flanagan made a motion to appoint County Manager Conner Bearden to the 3<sup>rd</sup> member appointment on the Regional Council. Commissioner Greene seconded the motion. All voted in favor, and the motion passed.

#### **F. Adopt Dodge County FY 2025 Budgets**

Commissioner Watkins made a motion to approve the FY 2025 governmental and special revenue fund budgets. Commissioner Cheek seconded. All voted in favor, and the budgets were adopted.

#### **G. Into to Georgia Transportation Infrastructure Bank (GTIB)**

Manager Bearden explained GTIB, which provides grant and low interest loans for funding large road projects in rural areas. He stated three roads which would benefit from the funds would be Eastman/Milan Road, Zion Hill Church Road, and Bill Mullis Road. Commissioner Watkins requested the county manager move forward with estimates from the engineer on the three roads and apply for the grant/loan funds.

#### **Commissioner Reports**

Commissioner Watkins requested the smaller cities be made aware of GTIB funds. Manager Bearden stated he had spoken to Chester and Milan and would let others know.

#### **County Manager Report: Conner Bearden**

Manager Bearden asked the board for approval to have a work session regarding House Bill 581. He stated he would get with Joe Norman to confirm a date.

Manager Bearden also requested approval to bid the lawn care and pest control for 2025. Commissioner Flanagan suggested the recreation department be added to the bid package.

#### **Public Comments**

Dennis Robinson, resident at 417 Rocky Springs Road, stated he would try to mitigate dust on the roads. He also explained the chemicals he'd be using at his business.

#### **Executive Session**

Commissioner Watkins made a motion to enter an executive session to discuss legal matters at 6:54 p.m. Commissioner Greene seconded the motion. All voted in favor. Motion passed.

Commissioner Watkins made a motion to enter back into regular session at 7:10 p.m. Commissioner Cheek seconded. All voted in favor, and the board reentered regular session.

#### **Adjourn**

With no other business to come before the board, Commissioner Watkins made a motion to adjourn at 7:12 p.m. Commissioner Cheek seconded, and all voted in favor. The meeting adjourned.



Attested:

Approved:

---

Kimberly Smith-Parkerson, County Clerk

---

Dan McCranie, Chairman