

Macon County Board of Commissioners

March 10, 2021

Worksession

4:00 p.m.

1. Approval/denial minutes of February 24, 2021
2. Lance Woods Re: Old Perry Road & GTIB Project
3. Intergovernmental agreement with Sumter County
RE: Housing prisoners
4. Discuss Old Probation Office Building
5. Discuss plans for gymnasium
6. Discuss one acre property on State Route 26
7. Approval of Resolution to move into executive session for
personnel matters

Worksession
February 24, 2021

The Macon County Board of Commissioners held a worksession on Wednesday, February 24, 2021 at 4:00 p.m. with Commission Chairman George, Vice-chairman Haugabook, Commissioner Felton, Commissioner Melvin, Commissioner Oliver and Acting County Manager Starling in attendance.

Vice-chairman Haugabook made the motion to approve the minutes of the February 10, 2021 meeting as presented, seconded by Commissioner Felton and carried unanimously.

Andrew Johnson, representative from Construction Materials Service, Inc. came before the Board to discuss two proposals he had sent for engineering services. The first proposal was for engineering services for a driveway on HWY 26 at the new fire station. The proposal was for approximately \$10,000 which includes a survey with topographic features; site visit to measure/layout proposed entrance; preparation of construction plans and bid documents in compliance with GDOT permit and GDOT Standards. Vice-chairman Haugabook questioned if someone would be on site to review the work to make sure it meets the requirements. Mr. Johnson stated he did not include this service in his proposal, but he could add the service and it would be approximately \$4,000-\$5,000. The Board asked Mr. Johnson to update the proposal to include oversight of the construction and submit to the Board for approval at their next meeting.

Andrew Johnson then discussed his proposal for Winchester Road Issues. The proposal includes preliminary survey of the roadway section in question; topographic surveys; site visits as required to provide oversight/management; geotechnical soil borings; preliminary engineering services as needed for a cost of approximately \$40,000. Mr. Johnson stated the problem with the road is that there is a lot of water coming off Felton Road and going east toward the cemetery. The soil on Winchester Road does not have any clay base, so it is easily washed away when it rains. Due to the recent heavy rains, there is a hole on Winchester Road that is approximately 25 feet deep and about 500 feet wide. The repair of this road will be very extensive and expensive. Mr. Johnson stated the Board has two choices to either fix the road or close the road. There are only two houses on the road, but it is used as a cut through from SR49 to South Street. Mr. Johnson stated if the Board chooses not to repair the road, they still need to do something to keep the water from washing away the soil on the cemetery. The Board decided to further study this issue before making a decision.

Micah Kauffman, Fire Chief of Macon County, came at the Boards request to answer questions on the location of the firetrucks and his firefighter recruitment plan. Micah stated the fire station on Hwy 127 and Sutton Road did not currently have fire trucks because they were being repaired. Micah gave an overview of the location of the fire trucks. Commissioner Oliver asked why most of the fire trucks were located on the east side of the river. Micah stated they try to keep a firetruck in each station but when one is down, they must move them around to provide coverage as needed. Commissioner Oliver asked about a firetruck that is at the camp that has a blown engine. Micah stated it is a 1989 model truck and the Board had decided at an earlier meeting to purchase another truck instead of putting over \$20,000 into repairing that truck. Chairman George stated if there are firetrucks that are not operable then they need to be declared as surplus property and sold on GOVDEALS.

Micah stated he has sent information to Real Fact News to advertise for volunteers for the Macon County Fire & Rescue. Each person will be required to have a physical, criminal background check, agility test and participate in 340 hours of in-house training within one year to become a certified firefighter. Acting County Manager Starling stated they had placed the firefighter application on the Macon County website so it will be easily accessible. Chairman George stated anyone interested in being a firefighter needs to know about the requirements and any benefits associated with being a firefighter.

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Commissioner Oliver stated he gets complaints about road problems constantly. He looks at the work report sent each day and when he rides around and cannot find any evidence that the work was done, he questions the validity of the report. Commissioner Oliver suggested that the report be sent after the work has been completed so they will know for sure what has been done instead of the work that is anticipated being done.

Mike Respert, Road Superintendent, stated they establish a work schedule each morning but if something else takes precedence then the work on the original report may not get done. Chairman George requested the report be submitted each Monday stating the work done in the previous week.

Commissioner Oliver stated he was being told that the county had a motorgrader they had been leasing for \$1948 each month that had been sitting for about two years. Michael Respert stated they must have someone who is a responsible person to operate the leased equipment because the county is responsible for the repairs to the equipment. Chairman George stated he was confused as to why we would let a piece of equipment we were leasing just sit while we are wearing out our county owned equipment.

David Parrott, Building Inspector, gave an overview of the following:

Vacant/foreclosed Real Property Registration Ordinance – David stated HB110 was passed in 2012 to establish a vacant/foreclosed real property registry. Property owners will have 90 days to register vacant or foreclosed properties before penalties are levied. David stated the registration fee would be \$100. David had contacted a company that was willing to establish and maintain the registry for a fee of \$75 per parcel which would be paid out of the registration fee so in essence the county would get \$25 out of each registration fee which could help with the revenue stream. The county will have to adopt an ordinance known as the “Macon County Vacant and Foreclosed Property Ordinance” in order to establish the registry.

Noise of dogs barking- David stated he had received several calls about barking dogs and that there was an ordinance in place to handle this issue; but it would involve the Sheriff’s Department.

Business operating without local business license- David named several businesses that were operating without a business license. He asked the Board for guidance on how to pursue this matter.

Tiny houses – David stated he had several inquiries about Tiny Houses. In order for them to be built in Macon County the Board has to adopt an ordinance establishing Georgia State Minimum Standards Codes International Residential Code 2018 – Appendix Q – Tiny Houses.

Chairman George stated this was a lot of good information and it would take time to evaluate each item and decide how to proceed.

David then discussed the variance request for 143 Flora Lane. He stated the Zoning Board had reviewed the request and voted unanimously to deny the request. Under the Zoning Ordinance once the Zoning Board rules on a variance the decision is final. The Board agreed to inform the property owner that the Zoning Board’s decision is final and may be appealed only to the Superior Court. Such appeal must be taken within 30 calendar days of the decision of the Zoning Board.

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Acting County Manager Starling informed the Board that the Whitewater Trail grant was being closed out and the total cost of the project was \$41,918.96. The total reimbursement from DNR is \$21,067.51. Several items on the project list did not qualify for reimbursement because the County did not complete all items in the grant.

Acting County Manager Starling also stated that the USDA grant for the three Sheriff's vehicles was closed out and a reimbursement had been received.

INTERGOVERNMENTAL AGREEMENT BETWEEN THE BOARD OF COMMISSIONERS OF SUMTER COUNTY, THE SHERIFF OF SUMTER COUNTY, THE BOARD OF COMMISSIONERS OF MACON COUNTY, AND THE SHERIFF OF MACON COUNTY FOR HOUSING OF COUNTY PRISONERS

This AGREEMENT made and entered into this ____ day of _____2021, by and between the Board of Commissioners of Sumter County, Georgia, and the Sheriff of Sumter County, Georgia hereinafter collectively referred to as “Sumter”, and the Board of Commissioners of Macon County, Georgia, and the Sheriff of Macon County, Georgia, hereinafter collectively referred to as “Macon County”.

WITNESSETH:

WHEREAS, Macon County does not have a suitable jail facility to house prisoners arrested for certain crimes committed in Macon County, while such prisoners are either awaiting release upon bond, awaiting pre-trial procedures, or awaiting trial; and

WHEREAS, Sumter does have a suitable jail facility to house such prisoners; and

WHEREAS, the parties hereto desire to enter into an Intergovernmental Agreement with respect to the matters herein set out; and

WHEREAS, both parties to this Intergovernmental Agreement certify that they are governmental entities under the laws of the State of Georgia and are authorized to enter into Intergovernmental Agreements for joint services, for the provision of services, or for the joint and separate use of facilities or equipment pursuant to Article 9, Sec. 3, Par. 1 of the Constitution of the State of Georgia of 1983.

NOW, FOR AND IN CONSIDERATION of the mutual benefits and obligations set out in this Agreement, the sufficiency of which is hereby acknowledged by the parties hereto, the parties do hereby agree as follows:

1. Sumter shall provide jail facilities and appropriate security therefore at the Sumter County Jail, or at such other approved jail facility as may be deemed appropriate by Sumter for those persons arrested by law enforcement officers for all crimes, offenses and misdemeanors or local ordinances committed in the corporate limits of the Macon County that may be properly brought in the Court for Macon County. Such persons so arrested shall be referred to as "Macon County Prisoners" for the purposes of this Agreement. (If at any time a Macon County prisoner/detainee has his or her case properly transferred to the State or Superior Courts, upon such transfer, the prisoner for the purposes of this Agreement will cease to be a prisoner for Macon County). For such persons that require incarceration by Macon County in the Sumter County jail facilities, Macon County shall be solely responsible for transporting such Macon County prisoners to and from the Sumter County jail facility, and any such transportation costs and expenses shall be solely borne by Macon County without exception. The arresting officer or officer transporting the Macon County prisoner to the Sumter County Jail on behalf of Macon County, shall remain at the Sumter County Jail until the Sumter accepts the booked Macon County prisoner(s) and releases Macon County's arresting and/or transporting officer so that officer may return to duty. **No Macon County Prisoner shall be shall be considered "in custody" of Sumter until the Macon County Prisoner has been accepted by the jail personnel and the arresting and/or transporting officer has been released by Sumter.** Sumter reserves the right to reject any Macon County prisoner for medical or mental health reasons except as otherwise provided by law.

2. (a) In consideration for Sumter allowing Macon County to house its Macon County prisoners/detainees in the Sumter County Jail, Macon County shall pay monthly to Sumter, forty-five (\$45.00) U.S. Dollars, per day, or any fractional portion of a day as defined herein below, which shall not be pro-rated (hereinafter "*per diem*"), **which shall not be pro-rated**, for each Macon

County prisoner incarcerated by Macon County and booked into the Sumter County Jail. Once a Macon County prisoner is booked into the Sumter Jail, the ultimate outcome of the case or dismissal of charges against the Macon County prisoner shall be irrelevant for billing purposes by Sumter and has no effect on the *per diem* amounts owed by Macon County to Sumter for booking and/or housing its Macon County prisoners. For the purposes of this Agreement, a day begins at the time of acceptance of custody of a Macon County prisoner at any time from 12:00 midnight forward and ends at any time prior to 11:59 p.m. For example, a Macon County prisoner booked into the Sumter Jail at 2:00 p.m. and then released at 5:00 p.m. that same day would still be considered as incarcerated or housed for one full day. For any person that has been arrested by Macon County and is brought to the Sumter Jail for fingerprinting, photographing, due to the nature of the offense, and/or Intoxilizer testing, but is not booked into the Sumter Jail and is not in the custody of Sumter, then such person is released by Macon County on his or her own recognizance or on some other bond suitable to Macon County, Sumter will charge a \$40.00 processing fee to Macon County which would include any fingerprinting, photographing or Intoxilizer testing.

(b) Notwithstanding the foregoing, if the charges against a Macon County prisoner are transferred from the _____ Court to the Superior Court of Macon County for disposition, then, commencing on the day after the date of such transfer, the Macon County prisoner shall thereafter be considered to be a Sumter County Prisoner and Macon County will no longer have any responsibility under this agreement for and such prisoner from that date forward. Any such transfer from the _____ Court to the Superior Court for disposition will not relieve Macon County of any previous charges or responsibilities incurred under this agreement up to the date of the transfer as stated herein.

(c) Pursuant to O.C.G.A. §15-21-92, Macon County will adopt (or if previously passed, will not revoke) a resolution to impose a ten per cent (10%) additional penalty on all fines imposed by the Municipal Court for the Macon County, and for all purposes allowed by that statute. The funds generated by such additional penalty shall be expended by Sumter County for all purposes allowed by that statute. All funds collected by Macon County as a result of such add-on penalty shall be remitted to Sumter by the 10th day of each month for the immediately preceding month. Macon County will provide Sumter quarterly accounting of all fines assessed and all fines collected, showing the full amount of all fines imposed by the municipal court, including the 10% assessed penalties. The 10% penalty monies will not carry-over from year to year or accumulate, therefore any assessed penalty monies within a particular calendar year paid by Macon County under this Agreement do not accrue to subsequent calendar years.

(d) Due to the low number of Macon County prisoner days and in exchange for said 10% add-on penalty being paid to Sumter, Macon County shall receive thirty (30) days of jail use per calendar year with the per diem charges waived. All other provisions, such as medical costs and all other costs, shall not be waived by Sumter.

(e) Any unpaid *per diem* jail fees for the previous and following year will remain due and payable to Sumter.

3. Once a Macon County prisoner is booked into the Sumter Jail by Macon County, the ultimate outcome of the case or dismissal of charges against the Macon County prisoner shall have no effect on any medical charges, costs, bills or other expenses incurred by a Macon County prisoner while in the custody at the Sumter County Jail, even if the Macon County prisoner is in the process of being released or if all criminal charges are dropped by the arresting agency or dismissed by any other agency or court.

4. Sumter will maintain a hard copy and computer log book for all prisoners booked into the Sumter County Jail, but will electronically be able to separate the Macon County's prisoners from other prisoners for billing purposes and record keeping. Upon a Macon County prisoner being delivered to Sumter by Macon County for booking, Sumter will log the identity of Macon County's prisoner and the date and time the Macon County prisoner is booked into the jail. Each month, Sumter shall send to Macon County an itemized bill identifying each of the Macon County's prisoners booked into the jail for that month, the days spent in custody, and any charges in addition to the *per diem* for each Macon County prisoner. Macon County shall pay said bill within sixty (60) calendar days of date of the itemized bill mailed or delivered to Macon County. Any other charges as described in this Agreement, upon presentment of the costs, bill or charges incurred by Sumter, which is in addition to the *per diem*, shall be paid under the same terms contained herein unless stated otherwise. In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Agreement (including without limitation, the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have ten (10) working days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract. No party's waiver of a default, violation, or breach of any term or covenant of this Agreement shall be construed to be a waiver of any other existing or future default, violation or breach of any term or covenant of this agreement. Nor does the forbearance by any party to enforce one or more of the provisions or remedies provided in this Agreement or by law upon a default, waive any such

default or any other current and/or future default.

5. Pursuant to this agreement, Macon County will be solely responsible for all costs and expenses of housing any Macon County prisoner without exception. Additionally, notwithstanding emergency ambulance care, Macon County shall be solely responsible for transporting any Macon County prisoner being held by Sumter to and from any location outside the Sumter County Jail for any reason. Any and all costs and expenses, for emergent and non-emergent care and transportation, for any reason, shall be solely Macon County's expense. If Macon County refuses or is unable to transport one of its prisoners and should Sumter elect to transport any of Macon County's prisoners on Macon County's behalf, Macon County shall be billed for the actual hourly cost of the Sumter personnel transporting the Macon County prisoner, including any overtime, and actual mileage at \$2.00 per mile. Transportation charges will be in addition to the per diem charges set forth herein.

6. Any destruction of jail property or any property owned by Sumter by a Macon County prisoner shall be the sole responsibility and liability of Macon County. Upon notice of such destruction of county property, Sumter shall at its option, repair or replace the destroyed or damaged item(s) and will submit a copy of the bill of costs to Macon County for reimbursement which will be in addition to the *per diem* charges and shall be paid to Sumter as set forth herein.

7. Macon County prisoners who are incarcerated at Sumter and who are eligible for bond must use either cash bonds, professional bonding companies approved by Macon County or property bonds approved by Macon County. Macon County will provide an updated list of approved bonding companies and methods to Sumter on a monthly basis.

8. At all times while this Agreement is in force, Macon County shall continue to have and maintain, liability insurance in amounts deemed appropriate by Sumter and Macon County,

insuring Macon County and its officers and agents as to any liability incurred while such prisoners are in the custody of Macon County and will have Sumter listed as an additional insured on said insurance policy. Macon County expressly agrees to fully indemnify and hold harmless Sumter, its employees and Constitutional Officers for any liability or claim of any type or kind, resulting from any negligent or intentional misconduct of Macon County or any officer or agent of Macon County with respect to any Macon County prisoner or detainee being held at, or being transported to or from, the Sumter County Jail or otherwise, or while being transported by any employee or Constitutional Officer of Sumter County.

9. At all times during the term of this Agreement, Sumter shall continue to have and maintain in full force, liability insurance in amounts deemed appropriate by the governing bodies of Sumter and Macon County insuring its officers, employees, and agents as to any liability incurred while such prisoners are in the custody of Sumter due to any acts of negligence or intentional misconduct of that government. Further, Macon County will indemnify and hold harmless Sumter, its officers, boards, commissions, elected and appointed officials, employees, servants, volunteers and agents (hereinafter referred to as "Local Government Parties") from and against any and all claims, injuries, suits, actions, judgments, damages, losses, costs, expenses and liability of any kind whatsoever, including but not limited to, attorney's fees and costs of defense, (hereinafter "Liabilities") which may be the result of willful, negligent or tortious conduct by Macon County or anyone directly or indirectly employed by Macon County, regardless of whether or not the negligent act is caused in part by a party indemnified hereunder that are based upon, or arise out of, actions that occurred during the performance of the Agreement. By way of example only, if a Macon County prisoner comes in to the Sumter County Jail for booking and is combative and is subsequently subdued by the Macon County officer and a county jailer or county employee

and latter sues Macon County and/or Sumter, regardless of the jailer's role in the incident, Macon County will indemnify Sumter, except for any criminal action committed by the Sumter employee. This indemnity obligation does not include Liabilities caused by or resulting from the sole negligence or intentional misconduct of Sumter or Local Government Parties. In any and all claims against Sumter or Local Government Parties, the indemnification obligation set forth in this provision shall not be limited in any way by the amount or type of damages. This obligation to indemnify, defend, and hold harmless Sumter and Local Government parties shall survive expiration or termination of this Agreement, provided that the claims are based upon, or arise out of, actions that occurred during the performance of the Agreement. Nothing in this provision or in this Agreement shall be construed to be in any way, a waiver of any defenses that Sumter County or Macon County may have under its sovereign and/or qualified immunities.

10. Sumter will, through the office of the Sheriff of Sumter County, provide for all housing, meals, proper care and proper treatment for all Macon County prisoners while they are confined at the Sumter County facility on behalf of Macon County.

11. The parties agree that all Macon County prisoners shall be subject to the same rules, regulations, jail procedures and requirements of other inmates incarcerated in the Sumter County facility.

12. Macon County will immediately notify the intake officers at the Sumter County Sheriff's Jail of any known or suspected or believed mental or physical problems of any Macon County prisoner delivered by Macon County to Sumter. Macon County will also identify, to the extent that Macon County is reasonably able to do so, all medicines that the Macon County prisoner may be taking and deliver any such medicines that the Macon County prisoner takes to the Sumter County Jail. Macon County will not deliver and Sumter will not accept any Macon

County prisoner who is in need of immediate physical and/or mental medical treatment at the time of booking into the Sumter County Jail.

13. Subject to the provisions of this contract, nothing herein shall be deemed or constructed to limit the ability or authority of the Sheriff of Sumter County to manage the day to day operations of the Sumter County Jail and to operate the jail in such manner as may be required by local, state and federal laws.

14. Sumter and Macon County warrant and covenant to each other that the governing authority of each city, county or political subdivision, whichever is applicable, have voted on and adopted a proper Resolution, which has been properly put in their minutes, that authorizes each government to enter into this Intergovernmental Agreement and all provisions thereof.

15. The term of this contract is for six (6) months beginning at 12:01 a.m. on March 1, 2021 (the "commencement date") and shall terminate at midnight on September 30, 2021 (the "termination date"). This contract will automatically renew for additional one (1) year terms unless either party provides written notification to the other party no less than sixty (60) days prior to the termination date herein above. If either party wishes to modify any of the terms contained in this agreement prior to renewal of this agreement for another term, the parties agree to negotiate in good faith to allow housing of prisoners in a manner that is fair and equitable to the parties.

16. At the sole discretion of Sumter, this agreement may be canceled *instanter* due to matters beyond the control of Sumter, including, but not limited to *force majeure*, destruction of the jail facilities, jail costs that jeopardize the solvency of Sumter County or state or federal governmental and/or court actions, fines or levies that jeopardize the solvency of Sumter County, Georgia.

17. This Agreement is the sole agreement of the parties with respect to the subject matter hereof, and any modification, changes or alterations therein shall be approved by both parties in writing.

IN WITNESS WHEREOF, the undersigned have set their hands and affixed their seals on the day and year first above written.

MACON COUNTY BOARD OF COMMISSIONERS

By: _____
Mickey D. George, Chairman

Attest: _____
Roselyn H. Starling, Clerk

Approved by: _____
SHERIFF OF MACON COUNTY

Leonard Johnson, Sheriff

SUMTER COUNTY BOARD OF COMMISSIONERS

By: _____
Mark Waddell, Chairman

Attest: _____
Rayetta Volley, Clerk

Approved by: _____
SHERIFF OF SUMTER COUNTY

Eric D. Bryant, Sheriff



Overview



Legend

-  Parcels
-  Roads

Parcel ID	10610 0012A	Owner	MACON CTY BD OF COMMISSIONERS	Last 2 Sales			
Class Code	Exempt		POB 297	Date	Price	Reason	Qual
Taxing District	COUNTY		OGLETHORPE, GA 31068	7/1/2015	\$7500	GV	U
Acres	1	Physical Address	n/a	4/23/2002	0	KN	U
		Assessed Value	Value \$4000				

(Note: Not to be used on legal documents)

Date created: 3/8/2021
 Last Data Uploaded: 3/8/2021 7:19:05 AM

Developed by  Schneider
 GEOSPATIAL



Summary

Parcel Number	10610 0012A
Location Address	
Legal Description	1 AC LL 160 - 1ST LD
	(Note: Not to be used on legal documents)
Class	E1-Exempt
	(Note: This is for tax purposes only. Not to be used for zoning.)
Zoning	R-1
Tax District	COUNTY (District 01)
Millage Rate	28.98
Acres	1
Neighborhood	Small Parcel East (10000)
Homestead Exemption	No (50)
Landlot/District	160 / 1
Water	Public
Sewer	Public Sewer
Electric	Electricity
Gas	Pipe Gas
Topography	Level
Drainage	Fair
Road Class	City
Parcel Road Access	Paved

[View Map](#)

Owner

[MACON CTY BD OF COMMISSIONERS](#)
POB 297
OGLETHORPE, GA 31068

Land

Type	Description	Calculation Method	Square Footage	Frontage	Depth	Acres	Lots
Exempt	WILLIAMS COURT	Lot	0	0	0	0	1

Sales

Sale Date	Deed Book / Page	Plat Book / Page	Sale Price	Reason	Grantor	Grantee
7/1/2015	500 32		\$7,500	GOVERNMENT	THOMAS, WILLIE H & CARRIE M	BOARD OF COMMISSIONERS OF MACON COUNTY
4/23/2002	253 332		\$0	FAMILY	THOMAS, WILLIE H	THOMAS, WILLIE H & CARRIE M.
8/10/1999	207 99	16 BH	\$7,500	Fair Market Value		THOMAS WILLIE H & CARRIE M
3/17/1997	165 270		\$8,500	LAND MARKET SALE	SIMON YODER ESTATE	THOMAS, WILLIE H
1/31/1974	11 432		\$0	UNKNOWN	MILLER, ELI J & KATIE L	YODER, SIMON L. & AMANCA S.

Valuation

	2020	2019	2018
Previous Value	\$4,000	\$4,000	\$4,000
Land Value	\$4,000	\$4,000	\$4,000
+ Improvement Value	\$0	\$0	\$0
+ Accessory Value	\$0	\$0	\$0
= Current Value	\$4,000	\$4,000	\$4,000

No data available for the following modules: Rural Land, Conservation Use Rural Land, Residential Improvement Information, Commercial Improvement Information, Mobile Homes, Accessory Information, Prebill Mobile Homes, Permits, Photos, Sketches.

The Assessor's Office makes every effort to provide the most accurate information possible. No warranties, expressed or implied, are provided for the data herein. Use at your own risk. The above information is from the last certified tax roll. All data is subject to change before the next post-fest tax roll.

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