



CLAY COUNTY BOARD OF COMMISSIONERS
Commission Chambers, Fort Gaines, Georgia
MINUTES

Work Session

September 15, 2010
6:00 p.m.

Immediately following the Planning and Zoning Commission Regular Meeting

- 1) **Call to Order**
Chairman Shivers called the work session to order at 6:30 p.m. Commissioner Davenport gave the opening prayer. Chairman David Shivers, Vice Chairman Barry Waters and Commissioners Walt Killingsworth, James Davenport, and Radar Fair, Sr. were all in attendance as well as County Administrator Spencer Mueller, Planning and Zoning Commission members Anne Lynn, Bill Gleaton, Roselle Moody, and Joyce Sanders, and County Clerk Adria Williams.
- 2) **Agenda Approval**
Friends of George T. Bagby State Park Help Request was added to the agenda.
Motion made by Vice Chairman Waters to rearrange the New Business items by moving item (a) Discussion on Regulations for Pre-Owned Manufactured Homes to item (d) and moving the other line items up. Motion seconded by Commissioner Davenport. All in favor; motion carried.
- 3) **New Business**
 - a. Approval of Georgia DNR Intergovernmental Agreement on George T. Bagby State Park
Motion made by Vice Chairman Waters to approve the Georgia DNR Intergovernmental Agreement on George T. Bagby State Park. Motion seconded by Commissioner Davenport. All in favor; motion carried.
 - b. Approval of Bank of Early Corporate Authorization Resolution
Motion made by Vice Chairman Waters to approve the Bank of Early Corporate Authorization Resolution and have the resolution made a part of the minutes. Motion seconded by Commissioner Davenport. All in favor; motion carried.
 - c. Friends of George T. Bagby State Park Help Request
Motion made by Vice Chairman Waters to authorize the Public Works Department to assist with the beautification as outlined in the email (that was before them). Motion seconded by Commissioner Davenport. The County Administrator informed the Board of the intensive labor the beautification would require due to the area around the park's sign being hard and covered with rock. He stated that he had spoken with Tammy Pope and told of his recommendation to her to not take the plants out of the pots, but to dig holes deep enough to drop the pots in, pull the rocks back around the pots, and camouflage with pine straw. Vice Chairman Waters asked if Mrs. Pope was agreeable to the recommendation. Administrator Mueller replied that she thought the idea might work; she didn't say no. Vice Chairman withdrew his motion.
Motion made by Vice Chairman Waters to offer the assistance of the Public Works Department; and between the Administrator and the Friends of George T. Bagby State Park to finalize some direction for assisting. Motion seconded by Commissioner Fair. All in favor; motion carried.
Commissioner Killingsworth asked if a water truck could be sent out. Chairman Shivers suggested taking the plants out of the pot; the Roundup weed killer won't harm the plants.
 - d. Discussion on Regulations for Pre-Owned Manufactured Homes
Motion made by Vice Chairman Waters to suspend the rules to afford open discussion. Motion seconded by Commissioner Killingsworth. All in favor; motion carried.
The Planning and Zoning Commission members partook in the discussion. The Commissions reviewed proposed regulations on manufactured housing submitted by Commissioners Davenport and Fair along with model codes from the Association County Commissioners of



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Georgia (ACCG) and the Department of Community Affairs (DCA) to compile a list of regulations using ACCG's model as the foundation and adding to it from the others; Vice Chairman Waters will put the document in resolution format for the County Attorney to review and advise them on what they can and cannot legally do.

4) **Adjourn**

Motion made by Vice Chairman Waters to adjourn. Motion seconded by Commissioner Killingsworth. All in favor; motion carried.

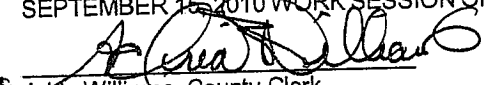
For


David Shivers, Chairman

Date

9/21/2010

I HEREBY AFFIRM THAT I AM THE COUNTY CLERK AND THAT THIS IS A TRUE AND CORRECT COPY OF THE SEPTEMBER 15, 2010 WORK SESSION OF THE CLAY COUNTY BOARD OF COMMISSIONERS.



Adria Williams, County Clerk

Date

9/21/2010

CORPORATE AUTHORIZATION RESOLUTION

By:

Referred to in this document as "Corporation"

Referred to in this document as "Financial Institution"

Adria Williams, certify that I am Secretary (clerk) of the above named corporation organized under the laws of Illinois, Federal Employer I.D. Number 58-6000801, engaged in business under the trade name of Day County Board of Commissioners, and that the resolutions on this document are a correct copy of the resolutions adopted at a meeting of the Board of Directors of the Corporation duly and properly called and held on September 15, 2010 (date). These resolutions appear in the minutes of this meeting and have not been rescinded or modified.

Any Agent listed below, subject to any written limitations, is authorized to exercise the powers granted as indicated below:

Name and Title or Position	Signature	Facsimile Signature (if used)
A. <u>David Shivers, Chairman BOC</u>	X <u>David Shivers</u>	X _____
B. <u>Spencer Mueller, Administrator BOC</u>	X <u>Spencer Mueller</u>	X _____
C. <u>Radar Fair, County Commissioner</u>	X <u>Radar Fair</u>	X _____
D. <u>Barry Waters, Vice-Chairman BOC</u>	X <u>Barry Waters</u>	X _____
E. <u>James Davenport, County Commissioner</u>	X <u>James Davenport</u>	X _____
F. _____	X _____	X _____

POWERS GRANTED (Attach one or more Agents to each power by placing the letter corresponding to their name in the area before each power. Following each power indicate the number of Agent signatures required to exercise the power.)

Indicate A, B, C, D, E, and/or F	Description of Power	Indicate number of signatures required
_____	(1) Exercise all of the powers listed in this resolution.	2
ABCDE	(2) Open any deposit or share account(s) in the name of the Corporation.	2
ABCDE	(3) Endorse checks and orders for the payment of money or otherwise withdraw or transfer funds on deposit with this Financial Institution.	2
ABCDE	(4) Borrow money on behalf and in the name of the Corporation, sign, execute and deliver promissory notes or other evidences of indebtedness.	2
_____	(5) Endorse, assign, transfer, mortgage or pledge bills receivable, warehouse receipts, bills of lading, stocks, bonds, real estate or other property now owned or hereafter owned or acquired by the Corporation as security for sums borrowed, and to discount the same, unconditionally guarantee payment of all bills received, negotiated or discounted and to waive demand, presentment, protest, notice of protest and notice of non-payment.	_____
_____	(6) Enter into a written lease for the purpose of renting, maintaining, accessing and terminating a Safe Deposit Box in this Financial Institution.	_____
_____	(7) Other _____	_____

LIMITATIONS ON POWERS The following are the Corporation's express limitations on the powers granted under this resolution.
A and B are primary - CDE are secondary

At least one of the two signatures must be a primary

EFFECT ON PREVIOUS RESOLUTIONS This resolution supersedes resolution dated _____ . If not completed, all resolutions remain in effect.

CERTIFICATION OF AUTHORITY
I further certify that the Board of Directors of the Corporation has, and at the time of adoption of this resolution had, full power and lawful authority to adopt the resolutions on page 2 and to confer the powers granted above to the persons named who have full power and lawful authority to exercise the same. (Apply seal below where appropriate.)

If checked, the Corporation is a non-profit corporation.

In Witness Whereof, I have subscribed my name to this document and affixed the seal of the Corporation on 09-16-2010 (date).
Jon Mueller
Attest by One Other Officer

Adria Williams
Secretary

RESOLUTIONS

- e Corporation named on this resolution resolves that, The Financial Institution is designated as a depository for the funds of the Corporation and to provide other financial accommodations indicated in this resolution.
- This resolution shall continue to have effect until express written notice of its rescission or modification has been received and recorded by the Financial Institution. Any and all prior resolutions adopted by the Board of Directors of the Corporation and certified to the Financial Institution as governing the operation of this corporation's account(s), are in full force and effect, until the Financial Institution receives and acknowledges an express written notice of its revocation, modification or replacement. Any revocation, modification or replacement of a resolution must be accompanied by documentation, satisfactory to the Financial Institution, establishing the authority for the changes.
-) The signature of an Agent on this resolution is conclusive evidence of their authority to act on behalf of the Corporation. Any Agent, so long as they act in a representative capacity as an Agent of the Corporation, is authorized to make any and all other contracts, agreements, stipulations and orders which they may deem advisable for the effective exercise of the powers indicated on page one, from time to time with the Financial Institution, subject to any restrictions on this resolution or otherwise agreed to in writing.
-) All transactions, if any, with respect to any deposits, withdrawals, rediscounts and borrowings by or on behalf of the Corporation with the Financial Institution prior to the adoption of this resolution are hereby ratified, approved and confirmed.
-) The Corporation agrees to the terms and conditions of any account agreement, properly opened by any Agent of the Corporation. The Corporation authorizes the Financial Institution, at any time, to charge the Corporation for all checks, drafts, or other orders, for the payment of money, that are drawn on the Financial Institution, so long as they contain the required number of signatures for this purpose.
-) The Corporation acknowledges and agrees that the Financial Institution may furnish at its discretion automated access devices to Agents of the Corporation to facilitate those powers authorized by this resolution or other resolutions in effect at the time of issuance. The term "automated access device" includes, but is not limited to, credit cards, automated teller machines (ATM), and debit cards.
-) The Corporation acknowledges and agrees that the Financial Institution may rely on alternative signature and verification codes issued to or obtained from the Agent named on this resolution. The term "alternative signature and verification codes" includes, but is not limited to, facsimile signatures on file with the Financial Institution, personal identification numbers (PIN), and digital signatures. If a facsimile signature specimen has been provided on this resolution, (or that are filed separately by the Corporation with the Financial Institution from time to time) the Financial Institution is authorized to treat the facsimile signature as the signature of the Agent(s) regardless of by whom or by what means the facsimile signature may have been affixed so long as it resembles the facsimile signature specimen on file. The Corporation authorizes each Agent to have custody of the Corporation's private key used to create a digital signature and to request issuance of a certificate listing the corresponding public key. The Financial Institution shall have no responsibility or liability for unauthorized use of alternative signature and verification codes unless otherwise agreed in writing.

Pennsylvania. The designation of an Agent does not create a power of attorney; therefore, Agents are not subject to the provisions of 20 Pa.C.S.A. Section 5601 et seq. (Chapter 56; Decedents, Estates and Fiduciaries Code) unless the agency was created by a separate power of attorney. Any provision that assigns Financial Institution rights to act on behalf of any person or entity is not subject to the provisions of 20 Pa.C.S.A. Section 5601 et seq. (Chapter 56; Decedents, Estates and Fiduciaries Code).

FOR FINANCIAL INSTITUTION USE ONLY

Acknowledged and received on _____ (date) by _____ (initials) This resolution is superseded by resolution dated _____

Comments:

INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN
THE CLAY COUNTY BOARD OF COMMISSIONERS
AND
THE GEORGIA DEPARTMENT OF NATURAL RESOURCES
GEORGE T. BAGBY STATE PARK
(JOINT SERVICES AGREEMENT)

This INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into as of the 24th day of August, 2010, between the Georgia Department of Natural Resources, Parks, Recreation and Historic Sites Division, whose business address for the purpose of this Agreement is 2 Martin Luther King, Jr. Drive, SE, Suite 1152, Atlanta, Georgia 30334, ("DNR") and the Clay County Board of Commissioners, whose business address for the purpose of this Agreement is P.O. Box 519, Fort Gaines, GA 39851, ("Clay County"). DNR and Clay County may be referred to in this Agreement as a "party" or collectively as the "parties." In consideration of the mutual promises and benefits contained in this Agreement, DNR and Clay County agree as follows:

I. Purpose.

DNR is responsible for the management of the George T. Bagby State Park (the "Park"), a property owned by the State of Georgia. Clay County finds that it is advantageous to its continued growth and development to provide recreational opportunities for its citizens and the public in general. In an effort to assist in reducing the losses at the Park and keep the Park operational, DNR and Clay County enter into this Agreement for the joint provision of garbage and mowing services at the Park.

II. Authority.

Both the DNR and Clay County are authorized by Art. IX, § III, Para. I of the 1983 Constitution of the State of Georgia to enter into contracts for the joint or separate use of facilities or equipment, provided such contracts deal with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide. DNR is authorized by O.C.G.A. § 12-3-32(a)(5) to cooperate with political subdivisions of the State in matters related to maintaining any park or recreational area. Clay County's Board of Commissioners adopted a resolution on May 18, 2010 authorizing the Chairman to enter

into an intergovernmental agreement with the DNR to allow Clay County to assist with certain garbage and mowing services at the Park.

III. Responsibilities of the Parties.

1. Clay County agrees to

- a. pick up four (4) garbage or refuse containers at no charge to the State on a schedule to be determined by the parties' respective liaisons identified in subsection 3. below;
- b. provide sixteen (16) hours of free labor to mow the front and back shoulders on all Park roads every other week or as needed due to excessive growth;
- c. provide the garbage or refuse containers; and
- d. use its own equipment to pick up the garbage or refuse.

2. DNR agrees to

- a. provide the mowing equipment and the gas and oil required for the mowing equipment;
- b. maintain and repair the mowing equipment; and
- c. coordinate the mowing and garbage pick up services with Clay County.

3. Liaisons

- a. DNR's liaison for this Agreement is the Region 3 Manager.
- b. Clay County's liaison for this Agreement is Spencer Mueller.

IV. Term and Termination.

1. This Agreement is effective the date and year first above written and ends at midnight on the June 30, 2011.
2. Either party may terminate this Agreement by sixty (60) days written notice to the other if delivered in person or sent by courier, overnight delivery, telecopy, express mail, electronic mail (e-mail), or postage prepaid certified or registered air mail, addressed to the party for whom it is intended at the recipient's address set forth in the introductory paragraph.

3. The parties reserve the right to renew this Agreement for up to four (4) additional one (1) year terms if such renewals are acceptable to both parties.

V. Warranties and Representations.

1. Clay County represents and warrants to and for the benefit of DNR, and covenants with DNR, as follows:
 - a. Clay County will provide workers' compensation coverage in accordance with the statutory limits as established by the General Assembly of the State for all persons providing services on its behalf under this Agreement.
 - b. Clay County possesses all the requisite licenses and permits required to perform its obligations under this Agreement.
 - c. Clay County has full power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement. This Agreement and the obligations contemplated hereby have been duly and validly authorized by all necessary action on the part of Clay County, and this Agreement constitutes a legal, valid, and binding obligation of Clay County, enforceable in accordance with its terms. The person executing this Agreement on behalf of Clay County has actual authority to bind Clay County to this Agreement.
 - d. All work done as part of this Agreement will comply fully with applicable federal and state laws, rules, regulations and guidelines.
2. The representations and warranties made in this Agreement will survive the expiration or termination of this Agreement, except as may be expressly indicated otherwise.

VI. Liability.

1. The parties are independent contractors, and neither acts as agent or other representative of the other. This Agreement does not create between the parties a partnership, joint venture or any other form of legal association that per se would impose liability upon one party for the actions or failures to act of the other party. Neither party has, and shall not have, any power, nor will either party represent that it has any power, to bind the other party or to assume or create any obligation or responsibility on behalf of the other party.

Without limiting the foregoing, Clay County is responsible for compliance with all laws, rules and regulations involving its employees, including (but not limited to) employment of labor, hours of labor, health and safety, working conditions, workers' compensation insurance, and payment of wages.

2. To the extent allowed by Georgia law and to the extent of the availability of proceeds of any insurance purchased by Clay County, Clay County waives, releases, relinquishes, discharges and agrees to indemnify, protect and hold harmless DNR and the State of Georgia (including the State Tort Claims Trust Fund), their officers and employees, of and from any and all claims, demands, liabilities, loss, costs or expenses for any loss or damage (including but not limited to bodily injury or personal injury including death, property damage, workers' compensation benefits, employment benefits, libel, slander, defamation of character, and invasion of privacy) and attorneys' fees, caused by, growing out of, or otherwise happening in connection with this Agreement, due to any act or omission (whether intentional or negligent, through theft or otherwise) on the part of Clay County, its agents, employees, subcontractors, or others working at the direction of Clay County or on its behalf; or due to any breach of this Agreement by Clay County or due to the application or violation of any pertinent federal, state or local law, rule or regulation by Clay County, its agents, employees, subcontractors, or others working at the direction of Clay County or on its behalf; or caused by any other person (excluding those based solely upon the negligence of DNR, but including those caused in whole or in part by the negligence of Clay County's officers, members, employees and agents). This indemnification extends to the successors and assigns of Clay County, and this indemnification and release survives termination of this Agreement and the dissolution or, to the extent allowed by law, the bankruptcy of Clay County.
3. Clay County acknowledges that the State of Georgia, of which DNR is a part, has waived its sovereign immunity for the torts of DNR's officers and employees while acting within the scope of their official duties or employment and that the State of Georgia is liable for such torts in the same manner as a private individual or entity would be liable under like

circumstances in the use and exercise of the privileges granted by this Agreement; provided, however, that the State's sovereign immunity is waived subject to all of the exceptions and limitations set forth in the Georgia Tort Claims Act, O.C.G.A. § 50-21-20 et seq.

VII. Assignment.

Neither party may assign any interest in this Agreement, and shall not transfer any interest in the same, whether by assignment or novation, without the prior written consent of the other party.

VIII. Miscellaneous.

1. This Agreement is made in the State of Georgia and will be construed, and the rights and liabilities of the parties determined, in accordance with the laws of the State of Georgia. The exclusive jurisdiction for contract actions against DNR is the Superior Court of Fulton County, Georgia pursuant to O.C.G.A. § 50-21-1.
2. No provision of this Agreement will be construed against or interpreted to the disadvantage of either party by any court, judicial or other governmental authority by reason of such party's having structured, written, drafted or dictated such provision.
3. Nothing in this Agreement confers upon or gives to any person, other than the parties, any rights or benefits under or by reason of this Agreement.
4. No waiver of any of the provisions of this Agreement is binding unless executed in writing by the party making the waiver. No waiver of one provision constitutes a waiver of any other provision nor shall any be deemed a continuing waiver.
5. Time is of the essence of this Agreement.
6. The captions are for purposes of identification and convenience only and should be completely disregarded in construing this Agreement.
7. If this Agreement is executed in counterparts, each counterpart is an original of equal dignity with the other and each is one and the same instrument as the other.
8. If any one or more of the provisions of this Agreement is found by any court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such

invalidity, illegality or unenforceability will not affect any other provision of this Agreement, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

9. This instrument embodies the entire understanding, written and oral, in effect between the parties, relating to the subject matter hereof. This Agreement may be amended or modified only by an instrument of equal formality signed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the date and year first above written.

Clay County Board of Commissioners

Name: David Shivers
Title: Chairman Clay Co. B.O.C.

Georgia Department of Natural Resources
Becky Kelley
Becky Kelley, Director
Parks, Recreation and Historic Sites Division

(ON)