

GRADY COUNTY BOARD OF COMMISSIONERS

MEETING MINUTES

November 3, 2020 Meeting

The Grady County Board of Commissioners met on November 3, 2020 at 9:00 am for a regular meeting. Commissioners Keith Moye, June Knight, Ray Prince, Phillip Drew, LaFaye Copeland, County Clerk John White, County Finance Director Holly Murkerson, Road Superintendent Stanley Elkins, Shop Superintendent Chris Dix and County Attorney Gabe Ridley were present. County Administrator Buddy Johnson was not present for the meeting.

Mr. Moye called the meeting to order at 9:00 am.

Mr. Moye asked Mr. Ridley to give the invocation and pledge to the flag.

Motion by Mr. Drew, second by Mr. Prince to approve the agenda after adding Lake Director Mike Binion under new business. The motion was approved.

PUBLIC COMMENTS

None

PRESENTATIONS

Michelle Dean- Pope Store Museum

Mrs. Dean spoke about Laura Pope Forester being accepted in the Georgia Women Hall of Fame. The induction will be in March at a banquet in Macon. Mrs. Dean stated that Representative Taylor will introduce a bill to create the Laura Pope Forester Honoring Day.

Mrs. Dean suggested planning a festival in March to celebrate Grady County, its citizens, and products. Mrs. Dean has already presented to the Chamber board and they are on board with the proposal.

Mrs. Dean is inviting the Chamber, Commissioners, and City Council to work together to move this event forward.

CORRESPONDENCE

The Calendar of Events was reviewed.

Today, 11/03/2020 is election day.

11/05/2020 – Volunteer Fire Department Drive Thru Appreciation Dinner at the Agricenter. Commissioners need to arrive at 5:30.

11/11/2020 – Veterans Day Celebration 7 PM @ Family Worship Center

11/17/2020 – Regular BOC Meeting 6 PM Commissioners Chambers @ Courthouse

11/26-27/2020 – Thanksgiving Holidays

CONSENT ITEMS

Motion by Mrs. Copeland, second by Mrs. Knight to approve

C067-20 Approval of Regular Meeting Minutes from 10/20/2020.

C068-20 Approve Plat for Alice Dixon.

C069-20 Approve Plats for Marty Knight for Rawls Road and Lewis Road.

The motion was approved 4-0 with Mr. Drew abstaining as Alice Dixon is his aunt.

FORMAL ACTIONS

FA0080-20 Motion by Mr. Prince, second by Mr. Drew to increase the deposit on the Agricenter rental to \$250.00 and leave the rental fee at \$350.00. The motion was approved.

FA0081-20 Motion by Mr. Drew, second by Mrs. Copeland to table the Formal Action on the bids for mowing services and schedule a workshop to discuss the options in more detail. The motion was approved.

FA0082-20 Motion by Mr. Prince, second by Mr. Drew to approve changes to Section 2-26 Meetings in the Code of Ordinances so that the first meeting of the month may be designated as a workshop meeting instead of a business meeting and that Meetings shall be held in the Commissioners Chambers,

which as of January 1, 2021, shall be located at 33 17th Avenue, Northwest, Cairo, GA, unless otherwise designated by the Board of Commissioners. The motion was approved.

NEW/UNFINISHED BUSINESS

Mr. Ridley reported that we have closed on the Bunn Lane property for the Manned Dump Site. Mr. Elkins stated that he will get to clearing the property next week.

Mr. Mike Binion stated that at the Lake Authority Meeting held on 11/02/2020 that the Lake Authority approved a proposal with Wood and Partners to update the buffers of the Master Lake Development Plan. The cost would be \$2,200.00

FA0083-20 Motion by Mrs. Copeland, second by Mr. Drew to approve the Proposal to update the buffers of the Master Lake Development Plan at a cost of \$2,200.00. The motion was approved 4-0 with Mrs. Knight abstained as she stated she did not have enough information to vote.

Mrs. Knight stated Joyner Road and Wilder Road are not striped. Mr. Elkins stated he would check on the situation.

Mrs. Murkerson stated that we have received our first \$400.00 of the T-SPLOST money.

Mr. Prince stated there are potholes out by the recreation department that need attention.

Mrs. Murkerson, Mr. Elkins, and Mr. Dix talked about then need for a new dump truck as the have 4 dump trucks and one is dead and another is about to die.

Mrs. Murkerson stated that working through Lease One Magnolia and Worldwide Equipment, we may be able to lease a new dump truck. Mrs. Murkerson is asking the board to move forward with applying for the lease so Mr. Ridley could review the details of the agreement.

FA0084-20 Motion by Mr. Drew, second by Mrs. Copeland to apply for the leasing option for a new dump truck so Attorney Ridley can review the details. The motion was approved.

When it comes time, Mrs. Copeland wants to discuss the use of the vacant office space when the commissioners move out of the courthouse.

EXECUTIVE SESSION

None

REPORTS

- A. Attorney's Report – None
- B.
- C.

RESOLUTIONS, PROCLAMATIONS, AND AGREEMENTS

October 19, 2020

Mr. Buddy Johnson, County Administrator
Grady County Board of Commissioners
250 North Broad Street
Cairo, Georgia 39828

Via Email: bjohnson@gradyco.org

RE: Proposal for Map Revision Services for Tired Creek Lake, Grady County, Georgia

Dear Mr. Johnson:

We are pleased to submit our summary of proposed services for Tired Creek Lake in Grady County, Georgia. This proposal outlines professional services and compensation as well as the Client's responsibilities. It is our understanding that the Client is the Grady County Board of Commissioners (Client). Wood+Partners Inc. (WPI) shall provide services as outlined below.

A. General:

The Scope of Basic Services for this project shall include coordination with the Client's representative, Will Butler of REI (REI), and revisions to the buffers of the Master Lake Development Plan. Attachment 1 highlights the project work limits and scope area.

B. Project Understanding:

WPI understands that the Client wishes to revise the 100' buffer surrounding the lake edge within the Master Lake Development Plan.

C. Data Gathering:

WPI will obtain from the Client and Owner, all pertinent background information and current base data in digital format where possible. Background and base data may include, but may not be limited to:

1. All base map information and aerial photographs in CAD or GIS format;
2. Parcel property lines and road right-of-ways;
3. Existing utilities easements, right-of-ways and corridors;
4. Wetland boundaries;
5. Survey of existing conditions including pavement areas, buildings, existing facilities, drainage features above and below grade, existing trees (including common and botanical names and identification numbers), existing power poles, and existing water and sewer line locations above and below grade;
6. Special development agreements;
7. Zoning ordinances or other special development agreements;
8. Previous studies, master plans, guidelines and written reports;
9. Any additional market survey or reports and/or collected data;
10. Program and elements confirmation;
11. Planning and Engineering reports;
12. Land Development Codes / Regulations;
13. Previous studies, master plans, guidelines, design standards and written reports;
14. Archaeological survey information;
15. Environmental study information;
16. Geotechnical survey information;

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17. Project budget;
18. Project schedule; and
19. Owner approved roadway plans prepared by the Client.

D. Map Revision Services:

1. Based on markups of the Master Lake Development Plan provided by REI, revise 100' buffer. Submit to Client and REI for review.
2. Meet with REI (via teleconference or in Tallahassee, FL) to review map revisions and receive comments.
3. Provide up to one (1) round of revision of buffer areas of the Master Lake Development Plan.
4. *Deliverable to include: Electronic files of revised map.*

End Basic Services

E. Additional Services:

The following services may be requested and, if so, shall be considered additional services:

1. Providing services for program items beyond those identified above.
2. Providing more trips, meetings or services than specified.
3. Providing more studies than those outlined above.
4. Preparing development of regional impact, land use / future land use map and zoning amendments.
5. Providing public meeting or legal notices for publication.
6. Providing or collecting market data.
7. Preparing design guidelines.
8. Preparing design for signage or graphic content for signage panels.
9. Preparing two and three dimensional renderings beyond those identified above.
10. Providing as-built surveys, land surveying or platting services to establish base maps of existing and / or final as-built conditions.
11. Providing services to investigate, survey or prepare permits for hazardous waste remediation.
12. Providing services to investigate, survey or prepare permits for environmental conditions such as wetlands, or endangered species.
13. Providing services to investigate or survey archaeological or cultural resources.
14. Providing services to investigate or survey geotechnical, soil and / or subsoil conditions.
15. Providing conceptual, schematic design, design development services, construction document, bid phase, permitting and construction phase services.
16. Providing architecture, structural, aquatic, mechanical, electrical, plumbing, and civil engineering services.
17. Providing LEED® certification services.
18. Revisions to the construction documents following commencement of said phase services resulting from changes greater than five (5) percent of the established project construction budget, guaranteed maximum price, and / or in the project program by the Client or Owner shall be based on a scope amendment.
19. Revisions to the construction documents following issuance of 100% construction documents resulting from changes due to modifications by other design disciplines to their respective plans that affect any portion of the documents outlined in this scope, the established project construction budget, and / or in the project program by the Client or Owner shall be based on a scope amendment.

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F. Compensation Schedule:

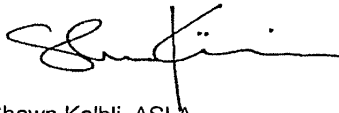
Compensation for map revision services shall be on a phased, lump sum basis. Monthly progress invoices will be submitted for each phase of work, or portion thereof. Agreement Terms and Conditions / Hourly Rates as identified below shall apply.

Map Revision Services	\$2,200.00
<u>Estimated Reimbursable Expenses</u>	<u>\$200.00</u>
Total Services	\$2,200.00


The fee is based on the scope of work as described above and the limits of work as shown in Attachment 1. If any addition or change to the scope or area limits is made, additional compensation shall be negotiated. If requested by the Client or Owner, E. Additional Services, shall be based on a future proposal or scope amendment.

Mr. Johnson, on behalf of WPI we would like to thank you for the opportunity to collaborate on this project. Please sign and return a copy of the executed agreement, which shall serve as our notice to proceed.

Wood+Partners Inc.



Shawn Kalbli, ASLA
Senior Vice President / Principal

Accepted By:  L.S.
Name: Keith More
Title: Chairman
Date: 11-3-2020

ENCL: Attachment 1

CC: Mark L. Baker, ASLA, Charlie Johnson, ASLA

Agreement Terms and Conditions / Hourly Rates

Wood+Partners Inc. (WPI) shall provide planning and landscape architectural services and shall serve as the Consultant listed herein, based on the attached proposal, under the terms and conditions outlined below.

1. For services provided on a time and material / hourly basis, compensation shall be at the following hourly rates (effective February 18, 2020):

Partner/President	\$200.00
Sr. Principal.....	\$165.00
Principal	\$155.00
Senior Project Manager.....	\$140.00
Project Manager.....	\$120.00
Landscape Architect/Sr. Planner	\$105.00
Landscape Architect/Planner.....	\$100.00
Project Planner.....	\$ 95.00
Administrative/Controller	\$ 85.00
Administrative/Marketing Coordinator.....	\$ 85.00
2. The standard of care for all professional services performed or furnished by the Consultant under this Agreement will be the skill and care used by members of the Consultant's profession practicing under similar circumstances at the same time and in the same locality. The Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with the Consultant services.
3. All project related reimbursable expenses (i.e., reproduction, copies, plots, postage, delivery, fax, long distance telephone, renderings, accommodations, meals, travel, etc.) in connection with this project will be billed to the Client at 1.15 times their cost. Auto mileage will be billed at the rate allowed by the IRS.
4. Upon execution of this agreement Client shall identify persons whom are responsible for approval and processing of the Consultant's invoices and identify timing of such approvals and processing.
5. Upon request, updates on time incurred and general account status may be obtained monthly at Client's expense.
6. Invoices are due upon receipt and payment shall be considered overdue after thirty (30) days from date of invoice and 1.5% per month is automatically added to the principal balance then remaining.
7. If Client for any reason fails to pay the Consultant's invoices within 30 days of date of invoice, the Consultant has the right to cease work on the project and Client shall waive any claim against the Consultant for cessation of services. The Consultant shall retain all work products until outstanding payment in full is received.
8. In the event any invoice has not been paid in 60 days, the Consultant shall seek appropriate alternative actions to secure payment due.
9. Any dispute arising from or out of this Agreement shall be resolved in a Federal or State Court of competent jurisdiction and venue in Hilton Head Island, South Carolina. Unless otherwise provided, this Agreement shall be governed by the law of South Carolina. The Consultant shall be reimbursed all cost incurred in collecting overdue accounts under this agreement including legal and/or attorneys' fees.
10. Additional Consultant costs including but not limited to Architectural, Structural, Civil, Mechanical and Electrical Engineering, Surveying, Soils and Environmental Services will be billed at a rate of 1.25 times the amount billed to the Consultant, or as negotiated at time service provided.

11. The Consultant shall not be responsible for means, methods, techniques, sequences, procedures or safety of construction selected by the construction contractor or subcontractors.
12. A 15% re-start fee will be added to the contract if the project is put on hold or delayed for any reason for 4 months or longer. The fee will be assessed following notification to begin work again.
13. The Client will provide complete and accurate information and participate in reviews, minimizing time and expense for the Consultant and the Client. Client will designate person(s) to whom the Consultant is responsible and Client will remunerate in a timely manner. When the Client authorizes designated person(s) to act for it, the Client agrees to be bound to the actions taken or requested by that person. If Client is a corporation, the designated individuals shall be jointly and severally obligated to comply with the terms herein.
14. Limitation of Liability: To the fullest extent permitted by law, the total liability, in the aggregate, of Consultant and its officers, directors, partners, employees, agents, and subconsultants, to Client, and anyone claiming through or under Client, for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way relating to this Project or Contract, from any cause or causes, including but not limited to tort (including negligence and professional errors and omissions), strict liability, breach of contract, or breach of warranty, shall not exceed the total compensation received by Consultant or \$50,000, whichever is greater.
15. Mutual Waiver of Consequential Damages: Consultant and Client waive all consequential or special damages, including, but not limited to, loss of use, profits, revenue, business opportunity, or production, for claims, disputes, or other matters arising out of or relating to the Contract or the services provided by Consultant, regardless of whether such claim or dispute is based upon breach of contract, willful misconduct or negligent act or omission of either of them or their employees, agents, subconsultants, or other legal theory, even if the affected party has knowledge of the possibility of such damages. This mutual waiver shall survive termination or completion of this Contract.
16. Indemnification: To the fullest extent permitted by law, Client and Consultant each agree to indemnify the other party and the other party's officers, directors, partners, and employees from and against losses, damages, and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error, or omission of the indemnifying party or any of the indemnifying party's officers, directors, members, partners, agents, employees, or subconsultants in the performance of services under this Agreement. If claims, losses, damages, and judgments are found to be caused by the joint or concurrent negligence of Client and Consultant, they shall be borne by each party in proportion to its negligence.
17. The terms of this agreement are not contingent on financing, sales or other performance based criteria.
18. Client may terminate this Agreement with seven days prior written notice to Consultant for convenience or cause. Consultant may terminate this Agreement for cause with seven days prior written notice to Client. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until Consultant has been paid in full all amounts due for services, expenses and other related charges.
19. All reports, notes, drawings, specifications, data, calculations, and other documents, including those in electronic form, prepared by the Consultant are instruments of the Consultant's service ("Instruments of Service") that shall remain the Consultant's property. The Client agrees not to use Consultant-generated documents for projects other than the project for which the documents were prepared by Consultant.
20. Any reuse or distribution to third parties of Instruments of Service will be at the Client's sole risk and without liability to the Consultant or its employees, subsidiaries, independent professional associates, subconsultants, and subcontractors. Client shall, to the fullest extent permitted by law, defend, indemnify, and hold harmless the Consultant from and against any and all costs,

- expenses, fees, losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting from use, reuse, transfer or modification of Consultant's drawings and specifications, except on projects where the Consultant has been retained to provide services.
21. The Owner acknowledges and agrees that the documents and data to be provided by the Consultant under the Agreement may contain certain design details, features and concepts from the Consultant's own practice detail library, which collectively may form portions of the design for the Project, but which separately, are, and shall remain, the sole and exclusive property of the Consultant. Nothing herein shall be construed as a limitation on the Consultant's right to re-use such component design details, features and concepts on other projects, in other contexts or for other Clients.
 22. These agreement terms and conditions and hourly rates are subject to change 6 months from the date of the contract.
 23. Pursuant to the Florida Statutes Section 558.0035 – Design Professionals: **AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.**

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ADJOURNMENT

Motion to adjourn was made by Mrs. Knight and second by Mrs. Copeland. The motion was approved.

KEITH MOYE, CHAIR

PHILLIP DREW, VICE-CHAIR

RAY PRINCE, COMMISSIONER

ATTEST:

JOHN WHITE, COUNTY CLERK

JUNE KNIGHT, COMMISSIONER

LAFAYE COPELAND, COMMISSIONER

