

**GRADY COUNTY BOARD OF COMMISSIONERS**

**MEETING MINUTES**

November 17, 2020 Meeting

The Grady County Board of Commissioners met on November 17, 2020 at 6:00 pm for a regular meeting. Commissioners Keith Moye, June Knight, Ray Prince, Phillip Drew, LaFaye Copeland, County Finance Director Holly Murkerson, Executive Assistant Mary Griffin, Recreation Director Becky Bracewell, and County Attorney Gabe Ridley were present. County Administrator Buddy Johnson was present for the meeting by phone. County Clerk John White was not present for the meeting.

Mr. Moye called the meeting to order at 6:00 pm.

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

Motion by Mr. Prince, second by Mr. Drew to approve the agenda. The motion was approved.

**PUBLIC COMMENTS**

Howard Thrower, 1818 Lakewood Dr SE, Mayor of the City of Cairo

Mayor Thrower wanted to commend the Board of Commissioners for considering county zoning.

Mayor Thrower wants the commissioners to consider requiring a mask in the county buildings.

Mayor Thrower spoke about air purifiers that the city has installed that will kill the COVID-19 virus. Chairman Moye stated that the project with ABM will be placing air purification on the A/C systems in the county.

**PRESENTATIONS**

None

**CORRESPONDENCE**

The Calendar of Events was reviewed.

11/26-27/2020 – Thanksgiving Holidays

Regular Board Meeting Tuesday, December 1, 2020 9AM

**CONSENT ITEMS**

Motion by Mr. Drew, second by Mrs. Knight to approve

C070-20 Approval of Regular Meeting Minutes from 11/03/2020.

C071-20 Approve 2021 Holiday Schedule

New Year’s Day	Friday – January 1, 2021
Martin Luther King Jr. day	Monday – January 18, 2021
Good Friday	Friday - April 2, 2021
Memorial Day	Monday-May 31, 2021
Independence Day	Monday-July 5, 2021
Labor Day	Monday-September 6, 2021

Christmas

Friday December 24, 2021

New Year's Day 2022

Friday – December 31, 2021

Mrs. Copeland stated that the minutes from the meeting on 11/03/2020 were not complete as she wanted some statements that she made included in the minutes. Mr. Johnson recommended that C070-20 be tabled and asked that Mrs. Copeland provide us the statements to be added to the minutes.

Motion by Mrs. Knight, second by Mr. Prince to table C070-20 until the next meeting so the information Mrs. Copeland wanted in the minutes could be added. The motion was approved.

The motion by Mr. Drew, second by Mrs. Knight to approve C071-20, the 2021 Holiday Schedule was approved.

### **FORMAL ACTIONS**

FA0085-20 Motion by Mr. Prince, second by Mr. Drew to approve the Authorizing Resolution for 5311 Program through the Southwest Georgia Regional Commission. The motion was approved.

FA0086-20 Motion by Mr. Drew, second by Mr. Prince to approve the purchase of 20 loads of sand from Peavy and Sons for \$7,900.00 and a top spreader from Ag Pro for \$5,500.00 for a total of \$13,400.00. The motion was approved.

FA0087-20 Motion by Mr. Drew, second by Mr. Prince to reappoint Mr. Joe Walden as the non-public appointee for the Regional Commission and Phillip Drew to serve as the commissioner on the Regional Commission. The motion was approved.

FA0088-20 Motion by Mr. Prince, second by Mr. Phillips to approve the copier lease for the Extension Service through Rumbles. The motion was approved.

### **NEW/UNFINISHED BUSINESS**

The board agreed to use the 12/01/2020 meeting as a workshop meeting to discuss mowing and sanitation.

The board suggested using Chamber Bucks to give to the employees for the Employee Appreciation Luncheon since we cannot have a meal together. This will allow the employees to go to the restaurant in town of their choosing.

Mr. Drew asked about the Bunn Lane Dump Site and Mr. Johnson stated hopefully it will be up and running sometime in January 2021.

Mr. Prince mentioned there was a vacancy on the Planning Commission as Mr. Terry Prince has resigned. Mr. Drew stated he was working on a replacement and will hopefully have a name to present to the board at the next meeting.

Mrs. Knight asked about Open Pond Road and Mr. Johnson stated that it is out for bids and should close shortly.

### **EXECUTIVE SESSION**

None

### **REPORTS**

- A. Attorney's Report – Mr. Ridley stated he was asked to look at the potential lease for the dump truck purchase. Mr. Ridley stated there was some wording that needed to be changed and if that was changed so to comply with Georgia law, then he saw no issue with the lease. FA0089-20 Motion by Mr. Prince, second by Mr. Drew to move forward with the lease with the wording changed to comply with Georgia law. The motion was approved.
- B. Animal Control
- C. Roads and Bridges

**RESOLUTIONS, PROCLAMATIONS, AND AGREEMENTS**

**RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION WITH THE GEORGIA DEPARTMENT OF TRANSPORTATION AND THE UNITED STATES DEPARTMENT OF TRANSPORTATION FOR A GRANT FOR PUBLIC TRANSPORTATION ASSISTANCE UNDER TITLE 49 U.S.C., SECTION 5311.**

**WHEREAS**, the Federal Transit Administration and the Georgia Department of Transportation are authorized to make grants to non-urbanized (rural) areas for mass transportation projects; and

**WHEREAS**, the contract for financial assistance will impose certain obligations upon Applicant, including the provision of the local share of project costs; and

**WHEREAS**, it is required by the United States Department of Transportation and the Georgia Department of Transportation in accordance with the provisions of Title VI of the Civil Rights Act of 1964, that in connection with the filing of an application for assistance under the Federal Transit Act, the applicant gives an assurance that it will comply with Title VI of the Civil Rights Act of 1964 and the United States Department of Transportation requirements thereunder; and

**WHEREAS**, it is the goal of the Applicant that Minority Business Enterprise (Disadvantaged Business Enterprise and Women's Business Enterprise) be utilized to the fullest extent possible in connection with this project, and that definitive procedures shall be established and administered to ensure that minority business shall have the maximum feasible opportunity to compete for contracts and purchase orders when procuring construction contracts, supplies, equipment contracts, or consultant and other services.

**NOW THEREFORE, BE IT RESOLVED BY**

Grady County

hereinafter referred to as the "Applicant",

1. That the Designated Official, Southwest GA Regional Commission hereinafter, referred to as the "Official" is authorized to execute and file an application on the behalf of the Applicant, a City/County government, with the Georgia Department of Transportation to aid in the financing of public transportation assistance pursuant to Section 5311 of the Federal Transit Act.

document required by the U.S. Department of Transportation and the Georgia Department of Transportation effectuating the purpose of Title VI of the Civil Rights Act of 1964.

3. That the Official is authorized to execute and file all other standard assurances or any other document required by the Georgia Department of Transportation or the U.S. Department of Transportation in connection with the application for public transportation assistance.
4. That the Official is authorized to execute grant contract agreements on behalf of the Applicant with the Georgia Department of Transportation.

(Page 1 of  
2)

5. That the Official is authorized to set forth and execute Minority Business Enterprise, DBE (Disadvantaged Business Enterprise) and WBE (Women Business Enterprise) policies and procedures in connection with the project's procurement needs as applicable.
6. That the applicant while making application to or receiving grants from the Federal Transit Administration will comply with FTA Circular 9040.1G, FTA Certifications and Assurances for Federal Assistance 2021 as listed in this grant application and General Operating Guidelines as illustrated in the *Georgia State Management Plan*.
7. That the applicant has or will have available the required non-federal funds to meet local share requirements for this grant application.

APPROVED AND ADOPTED this 17th day of VP, 2020.



Authorized Official

& Ji

Type Name and Title

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, 2020 in the presence of

Signed, sealed and delivered this 17th day of VP, 2020.

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0 17th

Witness

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Notary Public/Notary Seal

CERTIFICATE

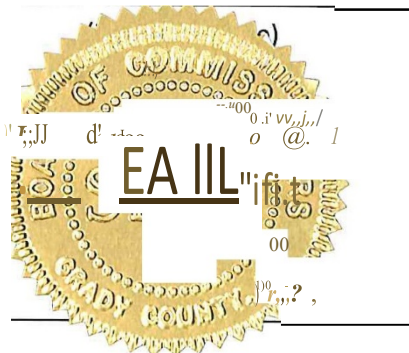
The undersigned duly qualified and acting L. Wald Cferl: of

(j" A/ L...-frn 150 c (Title of Certifying/Attesting Official) (Applicant's Logo/Name) certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting held

on NOV 1, 2020

[Signature]  
Name of Certifying/Attesting Officer

Clin --TT C/<:-K  
Title of Certifying/ Attesting Officer



(Page 2 of 2)

FTA Section 5311 Grant Application - FY 2022

Equipment Lease Agreement

EQUIPMENT			
Equipment MFG Model & Description	Serial Number		Accessories
TA-3553ci			

**D** See attached schedule for additional Equipment/ Accessories

Billing Address: 250 N Broad St. Cairo, GA 39828

Equipment Location: 65 11th Avenue Cairo, GA 39828

SUPPLIER	TRANSACTION TERMS	
Rumbles', Incorporated 1319 West Jackson  Thomasville, GA 31792	Purchase Option: Fair Market Value  Lease Payment: \$ <u>206.00</u> (plus applicable taxes)  <b>Billing Period: [Z] Monthly D Quarterly D Semi-Annually D Annually (Monthly if not checked) The following additional payments are due on the date this Lease is signed by you:</b>  Advance Payment: \$ <u>-0-</u> (plus applicable taxes) Applied to: <u>D</u> First <u>O</u> Last  Document Fee: \$75.00 (included on first invoice)	Term: ..... <u>QQ</u> (months)

YOU HAVE SELECTED THE EQUIPMENT. THE SUPPLIER AND ITS REPRESENTATIVES ARE NOT AGENTS OF ANY ASSIGNEE OF LESSOR AND ARE NOT AUTHORIZED TO MODIFY THE TERMS OF THIS LEASE. YOU ARE AWARE OF THE NAME OF THE MANUFACTURER OF EACH ITEM OF EQUIPMENT AND YOU WILL CONTACT EACH MANUFACTURER FOR A DESCRIPTION OF YOUR WARRANTY RIGHTS. WE MAKE NO WARRANTIES TO YOU, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY OR OTHERWISE. WE PROVIDE THE EQUIPMENT TO YOU AS-IS. YOU AGREE TO USE THE EQUIPMENT ONLY IN THE LAWFUL CONDUCT OF YOUR BUSINESS, AND NOT FOR PERSONAL, HOUSEHOLD OR FAMILY PURPOSES. WE SHALL NOT BE LIABLE FOR CONSEQUENTIAL OR SPECIAL DAMAGES. WE MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH

ACKNOWLEDGE THAT WE ARE AN INDEPENDENT CONTRACTOR AND NOT A FIDUCIARY OF LESSEE. YOU WILL OBTAIN YOUR OWN LEGAL, TAX AND ACCOUNTING ADVICE RELATED TO THIS LEASE AND WILL MAKE YOUR OWN DETERMINATION OF THE PROPER LEASE TERM FOR ACCOUNTING PURPOSES.

EXCEPT AS PROVIDED IN SECTION 2, YOUR PAYMENT OBLIGATIONS ARE ABSOLUTE AND UNCONDITIONAL AND ARE NOT SUBJECT TO CANCELLATION, REDUCTION OR SETOFF FOR ANY REASON WHATSOEVER BOTH PARTIES AGREE TO WAIVE ALL RIGHTS TO A JURY TRIAL. THIS LEASE SHALL BE DEEMED FULLY EXECUTED AND PERFORMED IN THE STATE OF LESSEE'S PRINCIPAL PLACE OF BUSINESS AND SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH SUCH LAWS.

TO HELP THE GOVERNMENT FIGHT THE FUNDING OF TERRORISM AND MONEY LAUNDERING ACTIVITIES, FEDERAL LAW REQUIRES ALL FINANCIAL INSTITUTIONS TO OBTAIN, VERIFY AND RECORD INFORMATION THAT IDENTIFIES EACH PERSON WHO OPENS AN ACCOUNT. WHAT THIS MEANS TO YOU: WHEN YOU OPEN AN ACCOUNT, WE WILL ASK FOR YOUR NAME, ADDRESS AND OTHER INFORMATION THAT WILL ALLOW US TO IDENTIFY YOU. WE MAY ALSO ASK TO SEE IDENTIFYING DOCUMENTS.

BY SIGNING THIS LEASE, YOU ACKNOWLEDGE RECEIPT OF PAGES 1 AND 2 OF THIS LEASE, AND AGREE TO THE TERMS ON PAGES 1 AND 2 ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. TO PROTECT YOU AND US FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

## TERMS AND CONDITIONS

1. COMMENCEMENT OF LEASE. Commencement of this Lease and acceptance of the Equipment shall occur upon delivery of the Equipment to you ("Commencement Date"). To the extent that the Equipment includes intangible property or associated services such as periodic software licenses and prepaid database subscription rights, such intangible property shall be referred to as "Software". You understand and agree that we have no right, title or interest in the Software and you will comply throughout the Term of this Lease with any license and/or other agreement ("Software License") entered into with the supplier of the Software ("Software Supplier"). You are responsible for entering into any Software License with the Software Supplier no later than the Commencement Date of this Lease. You agree to inspect the Equipment upon delivery and *verify* by telephone or in writing such information as we may require. If you signed a purchase order or similar agreement for the purchase of the Equipment, by signing this Lease you assign to us all of your rights, but none of your obligations under it. All attachments, accessories, replacements, replacement parts, substitutions, additions and repairs to the Equipment shall form part of the Equipment under this Lease.

2. LEASE PAYMENTS. You agree to remit to us the Lease Payment and all other sums when due and payable each Billing Period at the address we provide to you from time to time. You agree that you will remit payments to us in the form of company checks (or personal checks in the case of sole proprietorships), direct debit or wires only. You also agree cash and cash equivalents are not acceptable forms of payment for this Lease and that you will not remit such forms of payment to us. Payment in any other form, may delay processing or be returned to you. Furthermore, only you or your authorized agent as approved by us will remit payments to us. Lease Payments will include any freight, delivery, installation and other expenses we finance on your behalf at your request. Lease Payments are due whether or not you receive an invoice. You authorize us to adjust the Lease Payments by not more than 15% to reflect any reconfiguration of the Equipment or adjustments to reflect applicable sales taxes or the cost of the Equipment by the manufacturer and/or Supplier.

NON-APPROPRIATION OF FUNDS. You intend to remit to us all Lease Payments and other payments for the full Term if funds are legally available. In the event you are not granted an appropriation of funds at any time during the Term for the Equipment or for equipment which is functionally similar to the Equipment

become due under this Lease, and there is no other legal procedure or available funds by or with which payment can be made to us, and the non-appropriation did not result from an act or omission by you, you shall have the right to return the Equipment in accordance with Section 11 of this Lease and terminate this Lease on the last day of the fiscal period for which appropriations were received without penalty or expense to you, except as to the portion of the Lease Payments for which funds shall have been appropriated and budgeted. At least thirty (30) days prior to the end of your fiscal period, your chief executive officer (or legal counsel) shall certify in writing that: (a) funds have not been appropriated for the fiscal period; (b) such non-appropriation did not result from any act or failure to act by you; and (c) you have exhausted all funds legally available to pay Lease Payments. If you terminate this Lease because of a non-appropriation of funds, you may not purchase, lease or rent, during the subsequent fiscal period, equipment performing the same functions as, or functions taking the place of, those performed by the Equipment provided, however, that these restrictions shall not be applicable if or to the extent that the application of these restrictions would affect the validity of this Lease. This Section 2 shall not permit you to terminate this Lease in order to acquire any other Equipment or to allocate funds directly or indirectly to perform essentially the application for which the Equipment is intended.

3. **LEASE CHARGES.** You agree to: (a) pay all costs and expenses associated with the use, maintenance, servicing, repair or replacement of the Equipment; (b) pay all fees, assessments, taxes and charges governmentally imposed upon lessor's purchase, ownership, possession, leasing, renting, operation, control or use of the Equipment and pay all premiums and other costs of insuring the Equipment; (c) reimburse us for all costs and expenses incurred in enforcing this Lease; and (d) pay all other costs and expenses for which you are obligated under this Lease ((a) through (d) collectively referred to as "Lease Charges"). NOTWITHSTANDING THE FACT THAT YOU MAY BE EXEMPT FROM THE PAYMENT OF PERSONAL PROPERTY TAXES, you acknowledge that as the owner of the Equipment, we may be required to pay personal property taxes, and you agree, at our discretion, to either: (1) reimburse us for all personal property and other similar taxes and governmental charges associated with the ownership, possession or use of the Equipment when billed by the jurisdictions; or (2) remit us each Billing Period our estimate of the pro-rated equivalent of such taxes and governmental charges. In the event that the Billing Period sums

**LESSOR ("We" "Us")**  
**Rumbles', Incorporated**

**LESSEE (You)**  
**Grady County of, Inc.**

By: X \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_ Date: \_\_\_\_\_

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**ADJOURNMENT**

Motion to adjourn was made by Mr. Drew and second by Mr. Prince. The motion was approved.

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KEITH MOYE, CHAIR

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PHILLIP DREW, VICE-CHAIR

\_\_\_\_\_  
RAY PRINCE, COMMISSIONER

\_\_\_\_\_  
JUNE KNIGHT, COMMISSIONER

\_\_\_\_\_  
LAFAYE COPELAND, COMMISSIONER

ATTEST:

\_\_\_\_\_  
JOHN WHITE, COUNTY CLERK