

GRADY COUNTY BOARD OF COMMISSIONERS

MEETING MINUTES

December 27, 2022, Meeting

The Grady County Board of Commissioners met on December 27, 2022, at 6:12 pm for a regular meeting. Commissioners LaFaye Copeland, Ray Prince, Keith Moyer, Phillip Drew, County Administrator Buddy Johnson, County Clerk John White, County Finance Director Holly Murkerson, and County Attorney Gabe Ridley were present. Commissioner June Knight participated by telephone.

Prior to the meeting being called to order, Mr. Prince, and Mr. Drew were sworn in for their new terms in office.

The 2022 State Soccer Champions were also recognized prior to the meeting.

Due to the county clerk forgetting to start the recorder, there is no audio recording of this meeting.

Mr. Drew opened the meeting with the invocation and pledge to the flag.

Motion by Mr. Prince, second by Mr. Moyer to approve the agenda as presented. The motion was approved.

PUBLIC COMMENTS

None

PRESENTATIONS

None

CORRESPONDENCE

The Calendar of Events was reviewed.

Regular Board Meeting, Tuesday, January 3, 2023, at 9:00 am

New Years Holiday, Monday, January 2, 2023

Tire Amnesty Day will be Saturday, February 25, 2023

CONSENT ITEMS

Motion by Mrs. Copeland, second by Mr. Prince to approve

C045-22 Regular Meeting Minutes from 12/06/22.

C046-22 Ratify Employee Christmas Bonuses.

C047-22 Appoint Teresa Groves to another term on the Georgia Pines Community Service Board.

C048-22 Appoint Keith Moyer (Public) and Joe Walden (Non-Public) to serve on the Southwest Georgia Regional Commission Board.

C049-22 Approve annual membership dues of \$4,629.64 for ACCG.

The motion was approved.

FORMAL ACTIONS

FA097-22 Motion by Mr. Moyer, second by Mrs. Copeland to accept the bid of \$199,923.00 for Workers Comp insurance from National Liability & Fire Insurance Company which is through Southern Insurance. The other bid was from ACCG and was for \$196,482. The motion was approved.

FA098-22 Motion by Mr. Moyer, second by Mr. Prince to approve the copier lease for the Tax Commissioners Office, Code Enforcement and Commissioners Office. The motion was approved.

FA099-22 Motion by Mr. Moyer, second by Mr. Prince to approve the Special Funds Budget. The motion was approved.

2023 BUDGET		
SPECIAL FUNDS		
November 15, 2022		
Account	Description	2023 TENTATIVE BUDGET

REVENUES		
205	LAW LIBRARY FUND	\$ 14,000
206	FRIENDS AGAINST DRUGS	\$ 3,000
207	JAIL CONSTR & STAFFING	\$ 50,000
208	SWAT DONATION ACCOUNT	\$ 2,000
209	DRUG COURT PARTICIPANTS	\$ 5,000
210	DRUG SEIZURE FUND	\$ 1,100
211	VICTIM WITNESS FUND	\$ 10,000
212	DRUG AND EDUC FUND (DATE)	\$ 18,000
213	COUNTY SUPPLEMENT JUV SVCS	\$ 100
215	E-911 FUND	\$ 1,216,200
222	RECREATION DONATIONS	\$ 110,000
324	SPLOST (PASSED 2019)	\$ 3,000,000
336	TSPLOST	\$ 3,000,000
500	EMPLOYEE HEALTH INS FUND	\$ 2,200,000
<i>GRANTS</i>		
214	GOHS	\$ 20,000
223	EMA STATE GRANT	\$ 17,600
225	EMS TRAUMA GRANT	\$ 8,000
348	2023 LMIG	\$ 750,000
		\$ 10,425,000
EXPENDITURES		
205	LAW LIBRARY FUND	\$ 14,000
206	FRIENDS AGAINST DRUGS	\$ 3,000
207	JAIL CONSTR & STAFFING	\$ 50,000
208	SWAT DONATION ACCOUNT	\$ 2,000
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223	EMA STATE GRANT	\$ 17,600
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348	2023 LMIG	\$ 750,000
		\$ 10,425,000
* PROJECT LENGTH BUDGETS - THIS AMOUNT IS PROJECTED FOR 2023		
LMIG -		
\$ 750,000	PROJECTED 2023 LMIG	

NEW/UNFINISHED BUSINESS

Finance Director presented the Financial Report information.

Grady County Financial Review for November 2022

Presented December 27, 2022 – Holly Murkerson, Finance Director

General Fund Revenue:

1. Ideal % = 8%, Actual % = 55%

Ideal percentages decrease month to month at equal intervals. Actual remaining indicates actual receipts per month. Some significant revenues are received later in the year.

Budget is \$18,341,500; received to date is \$8,240,800

General Fund Expenditures:

1. Ideal% = 8%, Actual % =21%

Budget is \$18,341,500; spent to date is \$14,451,300

Sales Tax Revenue:

<u>LOST:</u>	NOV 2022 = \$167,500	NOV 2021 = \$158,200	UP	\$ 9,300
<u>SPLOST:</u>	NOV 2022 = \$168,100	NOV 2021 = \$158,200	UP	\$ 9,900
<u>TSPLOST2:</u>	NOV 2022 = \$142,300	NOV 2021 = \$138,900	UP	\$ 3,400

*Six items are exempt from TSPLOST taxation:

1. The sale or use of any type of fuel used for off-road heavy-duty equipment, off-road farm or agricultural equipment, or locomotives;
2. The sale or use of jet fuel to or by a qualifying airline at a qualifying airport;
3. The sale or use of fuel that is used for propulsion of motor vehicles on the public highways;
4. The sale or use of energy used in the manufacturing process of tangible goods primarily for resale;
5. The sale or use of motor fuel for public mass transit; or
6. The purchase or lease of any motor vehicle

Other financial news:

1. Next steps for efficiency in the finance department:
 - a. Meetings continue with Tyler Technologies and I'm currently attempting to get everyone enrolled in Tyler University departmentally
 - b. One of the two banks that reached out to discuss our needs with the new software has provided a proposal and I will receive the second bank's proposal on December 29, 2022. Plans are to have both banks present their proposals to the Commissioners at the January 17, 2023, BOC meeting

Grady County Financial Review for October 2022

Presented December 27, 2022 – Holly Murkerson, Finance Director

General Fund Revenue:

1. Ideal % = 17%, Actual % = 56%

Ideal percentages decrease month to month at equal intervals. Actual remaining indicates actual receipts per month. Some significant revenues are received later in the year.

Budget is \$18,341,500; received to date is \$8,030,300

General Fund Expenditures:

1. Ideal% = 17%, Actual % = 27%

Budget is \$18,341,500; spent to date is \$13,446,300

Sales Tax Revenue:

<u>LOST:</u>	OCT 2022 = \$171,600	OCT 2021 = \$163,700	UP	\$ 7,900
<u>SPLOST:</u>	OCT 2022 = \$171,800	OCT 2021 = \$163,700	UP	\$ 8,100
<u>TSPLOST2:</u>	OCT 2022 = \$144,500	OCT 2021 = \$144,700	DOWN	\$ 200

*Six items are exempt from TSPLOST taxation:

1. The sale or use of any type of fuel used for off-road heavy-duty equipment, off-road farm or agricultural equipment, or locomotives;
2. The sale or use of jet fuel to or by a qualifying airline at a qualifying airport;
3. The sale or use of fuel that is used for propulsion of motor vehicles on the public highways;
4. The sale or use of energy used in the manufacturing process of tangible goods primarily for resale;
5. The sale or use of motor fuel for public mass transit; or
6. The purchase or lease of any motor vehicle

Other financial news:

1. Next steps for efficiency in the finance department:
 - a. Preliminary meetings are occurring with Tyler Technologies to being the implementation of the new accounting software

Two of the five banks that I requested information from to utilize the features of the new software have reached out and asked for individual meetings to discuss our needs fur

Motion by Mrs. Copeland, second by Mr. Prince to participate in the Martin Luther King Day Parade on Monday, January 16, 2023. The motion was approved.

Mrs. Knight asked about Mizpah Church Road and Mr. Johnson stated it is 95% completed. Mr. Johnson also stated that they are working on the engineering for Old Thomasville Road.

Mr. Johnson stated that the new Employee Handbooks will be going out to all departments and the constitutional officers.

Mr. Prince spoke with the city, and it appears they may be coming to terms so we can work on Long Branch Church Road together.

EXECUTIVE SESSION:

Motion by Mrs. Copeland, second by Mr. Prince to enter Executive Session to discuss personnel. The motion was approved.

Motion by Mr. Moye, second by Mr. Prince to exit Executive Session. The motion was approved.

FA100-22 Motion by Mr. Prince, second by Mr. Moye to approve the contract to move County Administrator Johnson to be an Independent Contractor with the county. The motion was approved.

REPORTS

- A. Attorney's Report – None
- B. Grand Jury Report for September Term, 2022
- C. Recreation Department 2022 Yearly Report

RESOLUTIONS, PROCLAMATIONS, AND AGREEMENTS

INDEPENDENT CONTRACTOR AGREEMENT

GEORGIA, GRADY COUNTY:

THIS AGREEMENT, made and entered into this 27th day of December, 2022, by and between the BOARD OF COMMISSIONERS OF GRADY COUNTY, GEORGIA, hereinafter referred to as "First Party," and JAMES C. JOHNSON, III, hereinafter referred to as "Second Party:"

WITNESSETH THAT:

WHEREAS, Grady County is a political subdivision of the State of Georgia, established by Act No. 31 of the General Assembly, dated August 17, 1905; and

WHEREAS, First Party is the elected governing body of Grady County; and

WHEREAS, the ordinances of Grady County provide for the position of a County Administrator; and

WHEREAS, according to said ordinances, the County Administrator is the chief administrative officer of the County and head of the administrative branch of the County government; and

WHEREAS, the person serving in such position is responsible to the Board of Commissioners for the proper and efficient administration of the affairs of Grady County; and

WHEREAS, Second Party has served in the position of County Administrator since September 10, 2018; and

WHEREAS, on January 4, 2021, First Party adopted an ordinance which permits the First Party to enter into a written contract with the person serving as County Administrator and both parties now desire to do so.

NOW THEREFORE, FOR AND IN CONSIDERATION of the promises, mutual covenants and agreements herein contained, First Party and Second Party agree as follows:

1. That Second Party shall serve as the Grady County Administrator for a one-year term beginning 12:00 a.m. January 1, 2023, and ending at 11:59 p.m. on December 31, 2023, unless terminated sooner as provided herein.

2. Second Party shall fulfill those duties set forth in Chapter 2, Article III, Section 2-63 of the Code of Ordinances, Grady County. In addition to those duties set forth in the Code of Ordinances, other duties shall include those contained in the job description for this position adopted by First Party, and additional duties which may be assigned by Chairman of the Board of Commissioners from time to time.

3. During the term of this Agreement, the parties agree that First Party will not define Second Party's work hours, nor shall First Party control the manner or method by which Second

Party carries out his duties. However, Second Party is expected to devote the amount of time necessary to fulfill the duties and responsibilities required herein in a professional manner.

4. Second Party shall prepare the agenda for all regular meetings and special meetings held by First Party and shall be available to assist the Chairman with the conduct of each meeting.

5. Second Party shall be available to consult with each member of the Board of Commissioners upon such member's request during normal business hours at a mutually agreeable date and time.

6. Second Party shall perform the duties and responsibilities required herein with the utmost good faith and diligence and in compliance with all relevant laws, regulations, ordinances, policies, and directives.

7. Second Party shall be entitled to compensation in the amount of \$105,000.00 for services rendered during the term of this Agreement, which shall be payable in monthly installments. Should this Agreement be terminated prior the expiration of its term, then said compensation shall be prorated as of the date of termination.

8. First Party shall reimburse Second Party for reasonable expenses and incurred by Second Party during the term of this Agreement arising from the duties required herein. Each request for reimbursement shall be approved by the Chairman of the Board of Commissioners. Second Party shall be entitled to appeal the Chairman's disapproval of any such request for reimbursement to a quorum of the Board of Commissioners.

9. During the term of this Agreement, First Party shall provide to Second Party office space located within the office of the Board of Commissioners, a laptop computer, a smartphone, and a county-owned vehicle to be used for purposes related to the business of Grady County. Second Party shall be responsible for all other equipment necessary to fulfill his obligations under this Agreement.

10. During the term of this Agreement, and upon the approval of the Chairman of the Board of Commissioners, Second Party may use a county-owned vehicle for the limited purpose of commuting to and from First Party's home and place of work. Second Party does hereby agree to indemnify and hold harmless First Party, its officers, employees, agents, for any and all costs or expenses incurred by First Party related to or arising from Second Party's use of such vehicle for such purposes. In lieu of permitting Second Party's use of such vehicle, and in addition to the

sums described hereinabove, First Party may pay to Second Party the sum of \$7,800, payable in bi- monthly installments of \$325. Should this Agreement be terminated prior the expiration of its term, then said sum shall be prorated as of the date of termination.

11. First Party shall pay the premium for the performance bond required to be delivered by Second Party pursuant to Chapter 2, Article III, Section 2-66, of the Code of Ordinances, Grady

County.

12. It is the desire of Second Party that he be deemed an "independent contractor" under this Agreement for federal and state income tax purposes only. Second Party understands the consequences of such classification. Second Party shall be solely responsible for the payment of the entire amount of the Social Security tax, Medicare tax, and any other self-employment tax required to be paid in Second Party's behalf according to applicable laws and regulations. Such classification excludes Second Party from participating in any of Grady County's standard employee benefits plans, which include retirement, life insurance, and health insurance. Second Party hereby releases First Party from all claims, demands, or causes of action which Second Party may hereafter assert against First Party relating to or arising from such classification. Further, Second Party does hereby agree to indemnify and hold harmless First Party, its officers, employees, agents, for any and all costs or expenses incurred by First Party related to or arising from a governmental entity with jurisdiction over such matters disagreeing with such classification. Should a governmental entity with jurisdiction over such matters determine that Second Party's desired classification is impermissible, then upon receipt of such entity's determination, First Party shall have the option to reclassify Second Party in a manner consistent with such entity's determination.

13. For the purpose of worker's compensation, Second Party shall qualify as an "employee" and First Party shall be deemed an "employer," as those terms are defined in Chapter 9 of Title 34, Official Code of Georgia, Annotated

14. Second Party desires that all remuneration to which Second Party is entitled to receive pursuant to this Agreement be payable directly to TN-BLEU CONGLOMERATE, LLC. Second Party desires to relinquish all dominion or control over such sums and does hereby direct and

authorize First Party to pay such sums to TN-BLEU CONGLOMERATE, LLC.

15. This Agreement may be terminated prior to the expiration of its term:

- a. By the parties hereto upon mutually agreeable terms; or
- b. By Second Party, with written notice delivered to the Chairman of the Board of Commissioners not earlier than sixty days prior to Second Party's desired date of termination; or
- c. By First Party, with written notice delivered to the Chairman of the Board of Commissioners not earlier than thirty days prior to First Party's desired date of termination; or
- d. By First Party, immediately upon formal action, after a majority of the Board of Commissioners determine, in their sound discretion, that Second Party has:
 - i. Committed an act of malfeasance; or
 - ii. Been charged, based on clear and convincing evidence, of a crime involving moral turpitude and/or substance abuse; or
 - iii. Failed or refused to perform the duties and responsibilities required herein; or
 - iv. Engaged in unprofessional conduct that reflects poorly upon Grady County and/or the Board of Commissioners; or
 - v. Committed an act that warrants termination under Grady County's employee policy manual.

16. First Party shall use its best efforts to ensure that Second Party's relationship with First Party as described in this Agreement will meet the coverage requirements under First Party's liability insurance policy. Should the parties determine that Second Party may not be entitled to

coverage under the policy, then either party may, at its option declare this agreement void and immediately terminate the same upon written notice to the other party.

17. Any release or promise to indemnify contained herein shall survive this Agreement's termination or expiration.

18. The parties acknowledge and understand that this Agreement shall be recorded in the county minutes as required by state law and local ordinance.

19. The terms contained in this Agreement constitute the entire understanding of the parties with respect to the subject matter contained herein and supersede all prior agreements and understandings, both written and oral, by and between the parties hereto with respect to the subject matter hereof. No modification, amendment, or extension of this Agreement, and no waiver of any provision of this Agreement shall be valid unless in writing and signed by the parties.

20. Should a court of competent jurisdiction determine that any provision of this Agreement is void or unenforceable, such a finding shall not invalidate the entire Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the day and year first above written.

GRADY COUNTY

BOARD OF
commissio
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J. C L)

By: _____

Phillip Drew, Chairman


John White,
AFFIX SE



Regular Board of Commissioners Meeting Agenda

December 27, 2022, 6:00 PM

Recognize the 2022 State Soccer Champions

I. Executive Duties

- A. Call to Order – 6:00 PM
- B. Invocation/Pledge
- C. Adoption of Agenda
- D. Public Comments (3 Mins)

II. Presentations

None

III. Correspondence

- A. Calendar of events
Regular Board Meeting, Tuesday, January 3, 2023, at 9:00 am
New Year's Holiday, Monday, January 2, 2023
Tire Amnesty Day will be Saturday, February 25, 2022

IV. Consent Items – (One motion)

- C045-22 Approval of Regular Meeting Minutes from 12/06/2022.
- C046-22 Ratify Employee Christmas Bonuses.
- C047-22 Appoint Teresa Groves to another term on the Georgia Pines Community Service Board.
- C048-22 Appoint Keith Moyer (Public) and Joe Walden (Non-Public) to serve on the Southwest Georgia Regional Commission Board.
- C049-22 Approve annual membership dues of \$4,629.64 for ACCG.

V. Formal Actions

- FA097-22 Approve/Disapprove the Workers Compensation bid. (Tabled from 12/06/22 Meeting)
- FA098-22 Approve/Disapprove copier lease for the Tax Commissioner's Office, Code Enforcement, and Commissioners Office.
- FA099-22 Approve/Disapprove the Special Funds Budget.

VI. New and unfinished Business

Finance Report – Holly Murkerson

VII. Executive Session

Personnel

FA100-22 Approve/Disapprove the contract for Buddy Johnson

VIII. Reports

- a. Attorney's Report
- b. Grand Jury Report for September Term, 2022
- c. Recreation Department 2022 Yearly Report
- e.

VIII. Adjournment

ADJOURNMENT

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

PHILLIP DREW, CHAIR

June Knight, VICE-CHAIR

ATTEST:

RAY PRINCE, COMMISSIONER

JOHN WHITE, COUNTY CLERK

Keith Moyer, COMMISSIONER

LAFAYE COPELAND, COMMISSIONER