

GRADY COUNTY BOARD OF COMMISSIONERS

MEETING MINUTES

October 6, 2020 Meeting

The Grady County Board of Commissioners met on October 6, 2020 at 9:00 am for a regular meeting. Commissioners Keith Moye, June Knight, Ray Prince, Phillip Drew, County Administrator Buddy Johnson, County Clerk John White, Executive Assistant Mary Griffin, and Finance Director Holly Murkerson were present. LaFaye Copeland was present by phone.

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

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

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

PUBLIC COMMENTS

None

PRESENTATIONS

Ms. Kathline Brady – Letter of Support for Birdsong Nature Center GOSP Grant Pre-Application.

Ms. Brady spoke about the request for the Letter of Support. She stated that if they receive the grant, they would like to highlight and build upon the natural resources located in Grady County and focus on the tourism aspect of the resources. Ms. Brady stated that Sheriff Young had assisted as well by completing a security assessment for the application as well. Ms. Brady invited people to come to Birdsong for the monthly free weekend.

Mr. Kris Weaver – Planning Commissioner

Mr. Weaver expressed his appreciation for the work the county commissioners do for Grady County. Mr. Weaver stated that Grady County needs a Zoning Plan in place to help with growth at the lake. Mr. Weaver stated that the Planning Commission supports Zoning to help plan for the economic growth which the county will experience.

FA007920 Motion by Mr. Drew, second by Mr. Prince for the Planning Commissioner to move forward with Zoning. Yes – Copeland, Drew, Prince, Moye, No – Knight.

CORRESPONDENCE

The Calendar of Events was reviewed.

Grady County Lake Authority Meeting November 2, 2020- 8:30 AM

Regular Board of Commissioners Meeting November 3, 2020- 9 AM

Election Day November 3, 2020

MiniMidsummer Night's Dream on October 24,2020 at 3:00

Fright Night on October 31, 2020 at 7:30 and 9:30.

CONSENT ITEMS

Motion by Mr. Drew, second by Mr. Prince to approve

C061-20 Approval of Regular Meeting Minutes from 09/15/2020 and the Executive Meeting Minutes from 09/15/2020, Workshop Meeting Minutes from 09/17/2020 and Called Meeting Minutes from 09/24/2020.

C062-20 Approve Birdsong Nature Center GOSP Application – Letter of Support

C063-20 Approve Alcohol License for Amit Soniminde, 1494 US Hwy 319 Thomasville, GA 31792

C064-20 Approve Plats for Greg Cumbie and Joey Brock.

The motion was approved.

The motion was approved.

FORMAL ACTIONS

FA 0076-20 Motion by Mr. Drew, second by Mrs. Copeland to the budgeted funds of \$20,000 to the Jackie Robinson Boys and Girls Club. Mr. Stephen Francis, Director, shared the story of Devin Gray, who was a participant in the SMART Moves program with the Boys and Girls club. Mr. Gray was not a smart child and participated in the SMART Moves program. As a result of the program, Mr. Gray started college at Albany State this fall. This is only one of the success stories through this program at the Jackie Robinson Boys and Girls Club. The motion was approved.

FA 0077-20 Motion by Mr. Drew, second by Mrs. Copeland to approve land purchase for \$10,000.00 at Bunn Lane Whigham, GA 39897. Yes – Prince, Drew, Copeland, Moye, Abstain - Knight.

FA 0078-20 Motion by Mr. Prince, second by Mr. Drew to approve \$500.00 donation to the Birdsong Nature Center for help in purchasing conservation land through the GOSP grant. The motion was approved.

NEW/UNFINISHED BUSINESS

Mr. Johnson shared that due to a company mistake the SPLOST collections increased to \$314,112.60 for September 2020 and LOST increased to \$314,112.36. This was a one-time disbursement that covers a 3- year period.

Mr. Johnson stated that T-SPLOST started October 1, 2020 and the Department of Revenue does not send out notices. Mr. Johnson stated that an article was going to run in the Cairo Messenger about the sales tax increase to alert businesses.

Mrs. Knight asked when we would start Open Pond Road and Mr. Johnson stated he was waiting on the engineer's meeting.

Mrs. Knight stated that all commissioners were invited by Thomas County Commissioners to the Grand Opening of the new shooting range on Thursday, October 8, 2020 at 10:00.

Mrs. Copeland asked about the Volunteer Fire Department Dinner. Mr. Johnson will get with Chief Phillips to see how he would like to handle the dinner.

EXECUTIVE SESSION

None

REPORTS

- A. Attorney's Report – None
- B. Animal Control
- C. Roads and Bridges

RESOLUTIONS, PROCLAMATIONS, AND AGREEMENTS

October 16, 2020

DNR Board of Trustees

Georgia Outdoor Stewardship Program (GOSP)

**2 Martin Luther King Jr. Drive, S.E., Suite 1252 East Tower
Atlanta, GA 30334**

Re: Birdsong Nature Center GOSP Application - Letter of Support

Dear DNR Board of Trustees,

On behalf of the Grady County Commissioners, please accept this letter of support on behalf of Birdsong Nature Center, Inc. in their application for a GOSP grant in the 2020-2021 funding cycle. We recognize this is the second year Birdsong has applied and we are supportive of their determination and desire to be considered. Grady County Board of Commissioners is comprised of the elected officials representing the five voting districts in Grady County, Georgia. The Commissioners administer the county government, which includes serving both executive and legislative duties, enacting local ordinances, approving budgets, and hiring county employees. Grady County's day to day operations are led by the County Administrator, Buddy Johnson. Since its incorporation in 1986, Birdsong Nature Center has diligently focused on the mission of fostering awareness, understanding and appreciation of nature and its interrelationships. Birdsong's goal is to protect this 565-acre nature preserve using now widely-supported land management techniques researched by Birdsong's founders right here in Grady County to create an ecologically diverse outdoor classroom. Regardless of the visitor's intent, Birdsong provides a vast natural space to learn, relax, and recreate.

The Grady County Commission wants to support Birdsong in this GOSP grant application because Birdsong Nature Center has provided outdoor educational and recreational opportunities to the citizens of Grady County and the surrounding region in Georgia and Florida for the past 34 years. Birdsong has served as an excellent example of best practices in land stewardship including use of prescribed fire and protection of the gopher tortoise. The Grady County Commission supports Birdsong's efforts to protect this property through a conservation easement as it continues to emphasize a rural way of life in southwest Georgia.

If you require additional information about Grady County Board of Commissioners, please contact us via Buddy Johnson, Grady County Administrator: bjohnson@gradyco.org or (229) 377-1512.

Sincerely,



Keith Moyer, Chairman

Grady County Board of Commissioners

Grady County "Opportunity Awaits"

October 6, 2020

DNR Board of Trustees
Georgia Outdoor Stewardship Program (GOSP)
2 Martin Luther King Jr. Drive, S.E., Suite
1252 East Tower Atlanta, GA 30334

Re: Birdsong Nature Center GOSP Grant Pre-Application - Letter of

Financial Support Dear DNR Board of Trustees:

Tall Timbers Research Station and Land Conservancy is submitting a Georgia Outdoor Stewardship Program (GOSP) pre-application grant requesting support for the purchase of a conservation easement on approximately 444 acres of the Birdsong Nature Center in Grady County, Georgia.

We the Board of Commissioners values our rural way of life and recognizes the benefits and potential of land conservation and land management. There still exists large tracts of land available in the 460 square miles of Grady County. The Commissioners are aware of the importance of a GOSP grant and the impact it holds for Birdsong and ultimately all Grady County and its citizens.

The ability to support and attract our citizens and visitors through educational nature-based programming is realized and we know this grant also supports our mission of attracting visitors to the many other nature-based assets in the county as well. The Commissioners also recognize what an opportunity exists for public access to experience the benefits of best land management practices on a conservation easement.

In support of this GOSP grant project, Grady County would like to commit \$500 in financial support to assist with the Birdsong conservation easement purchase.

Please feel free to contact me if you have

any questions. Sincerely,

Keith Moyer, Chair

Grady County Commissioners

**A RESOLUTION BY THE GRADY COUNTY BOARD OF COMMISSIONERS TO
AUTHORIZE THE PURCHASE OF 1.37 ACRES SITUATED IN LAND LOT 29 OF THE
19TH LAND DISTRICT, GRADY COUNTY, GEORGIA.**

WHEREAS, the Board of Commissioners of Grady County has determined that it is in the public interest and benefit to purchase the following-described real property:

All that tract or parcel of land together with all improvements located thereon, containing 1.37 acres, lying, and being in Land Lot 29 of the 19th District, Grady County, Georgia, and more particularly identified as Tract 1 as shown on a plat of survey by Williams Land Surveying, Georgia Registered Land Surveyor number 3072, for Alice Louise McRae, dated May 2, 2013, and recorded in Plat Book 46, Page 84, Grady County Records (hereinafter, "Property"); and

WHEREAS, the acquisition of the Property is for the benefit of the public and will be used for public purposes, namely the construction of a solid waste disposal site; and

WHEREAS, the Property is owned by Knight Forestry, Inc.; and

WHEREAS, Knight Forestry, Inc. has agreed to sell the property to Grady County for the sum of Ten Thousand and no/100 (\$10,000) as evidenced by the Purchase and Sale Agreement attached hereto as Exhibit "A"; and

WHEREAS, the Board of Commissioners deem said purchase price reasonable and fair and desire to execute said contract.

NOW THEREFORE, BE IT RESOLVED by the Grady County Board of Commissioners that:

1. The Board of Commissioners hereby declare that the Property is to be acquired for a specific public purpose or use; in this case, the public purpose or use being the construction of a solid waste disposal site; and

2. On the earliest date possible, the County Attorney is hereby authorized and directed to examine title to the Property to take all actions which are reasonably necessary to acquire said tracts and easements; and
3. The County Administrator is hereby authorized and directed to expend all necessary and proper payments for expenses incurred in carrying out the purchase of the Property, which may include but not be limited to: title searches, abstracts, filing fees, service fees, expert witness fees, postage, and any other costs associated with the closing of the transaction contemplated herein; and
4. The Chairman is authorized to execute on behalf of Grady County any and all instruments necessary to close the transaction contemplated herein.

ADOPTED by the Board of Commissioners of Grady County, Georgia, this 6th day of October, 2020.

GRADY COUNTY BOARD OF COMMISSIONERS

By: _____
Keith Moye, Chairman

Attest: John Win@

John win@, County Clerk

EXHIBIT A

CONTRACT FOR PURCHASE AND SALE OF REALTY

STATE OF GEORGIA,

COUNTY OF GRADY:

THIS AGREEMENT, made and entered into this 11 day of December, 2020, by and between KNIGHT FORESTRY, INC., hereinafter referred to as "FIRST PARTY," and GRADY COUNTY, GEORGIA, hereinafter referred to as "SECOND PARTY:"

WITNESSETH THAT

WHEREAS, First Party is the owner of real estate, (hereinafter, "Property") located at Bunn Lane, Whigham, Georgia 39897; said real estate being more particularly described in exhibit "A," which is attached hereto and incorporated herein by reference; and

WHEREAS, Second Party desires to purchase the above-described property from First Party.

NOW THEREFORE, FOR AND IN CONSIDERATION of the sum of ONE AND NO/100 DOLLARS (\$1.00) and the promises, mutual covenants and agreements herein contained, First Party and Second Party agree as follows:

1. That First Party agrees to sell the Property to Second Party for the sum of TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00) and Second Party agrees to purchase the Property for said sum.

2. Closing shall occur on or before November 02, 2020, at the office of The Ridley Law Firm, LLC, which is located at 401 North Broad Street, Cairo, Georgia.

3. The purchase price shall be paid at closing by Second Party to First Party. Upon tender of the balance of the purchase price, First Party shall deliver a properly executed warranty deed conveying good, marketable, and fee simple title to the real estate, free and clear of liens,

subject only to existing easements, restrictions and protective covenants applicable to the above-described property and ad valorem taxes for the year of closing.

4. Subject to Second Party's right to inspection, the property is being sold as-is. Prior to closing, First Party shall disclose to Second Party all defects of which First Party has knowledge.

5. Prior to the date of closing, Second Party shall notify First Party, in writing, of all title objections, if any, that impair First Party's ability to convey marketable title. The term "marketable title" as used herein shall mean title which an insurance company licensed to issue title insurance policies in Georgia would insure at its regular rates, subject only to standard exceptions. Upon receipt of such notification, First Party shall have thirty days to cure said title defect(s). If First Party is unable or unwilling to do so, then Second Party shall have the right to terminate this agreement.

6. At closing, Second Party shall be responsible for all costs, fees, and charges necessary to close this transaction except: 1) all fees and expenses associated with curing title defects (if any) and 2) postage, shipping fees, and/or other expenses (if any) associated with First Party not attending the closing in person.

7. Ad valorem taxes for the current year shall be prorated between the parties as of the date of closing.

8. First Party shall deliver possession of the property at closing and vacate the premises. All personal property of First Party not conveyed according to the terms set forth herein, which remains on the premises after closing, shall be deemed abandoned by First Party. Second Party shall owe no duty to First Party for the protection, preservation, or storage of such personal property.

9. In the event litigation is required to enforce the terms of this Agreement or redress

injuries arising from this Agreement, the prevailing party in any such action shall be entitled to recover its costs of litigation and reasonable attorney's fees from the non-prevailing party.

10. The terms contained in this Agreement constitute the entire understanding of the parties with respect to the subject matter contained herein and supersedes 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.

11. First Party acknowledges and agrees that: 1) this transaction is a free exchange; 2) First Party is ready and willing to sell, but under no obligation to sell; 3) Second Party has made no representation to First Party that it intends to invoke its power of eminent domain to acquire the property; and 3) the agreed-upon price is just compensation for the Property. Accordingly, First Party hereby releases Second Party from any and all demands, suits, causes of action, or any other claim it may have arising from this transaction and related to the issue of eminent domain or just compensation. The representations made in this paragraph shall survive the closing of the transaction contemplated herein.

Signatures and attestations appear on the following page

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

KNIGHT FORESTRY, INC

By: - = < - -

JASON DARR
CEO

Attest:



JONATHAN D. KNIGHT,
Secretary

(AFFIX CORPORATE SEAL)

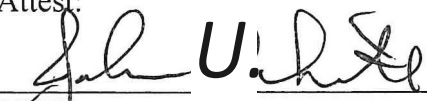
"FIRST PARTY"

GRADY COUNTY, GEORGIA

By:

KEITH MOYE,
Chairman, Grady County Board of Commissioners

Attest:



JOHN WHITE,
Grady County Clerk

(AFFIX COUNTY SEAL)

"SECOND PARTY" : :



EXHIBIT "A"

All that tract or parcel of land together with all improvements located thereon, containing 1.37 acres, lying, and being in Land Lot 29 of the 19th District, Grady County, Georgia, and more particularly identified as Tract 1 as shown on a plat of survey by Williams Land Surveying, Georgia Registered Land Surveyor number 3072, for Alice Louise McRae, dated May 2, 2013, and recorded in Plat Book 46, Page 84, Grady County Records.

ADJOURNMENT

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

KEITH MOYE, CHAIR

PHILLIP DREW, VICE-CHAIR

RAY PRINCE, COMMISSIONER

JUNE KNIGHT, COMMISSIONER

LAFAYE COPELAND, COMMISSIONER

ATTEST:

JOHN WHITE, COUNTY CLERK