

PUTNAM COUNTY BOARD OF COMMISSIONERS

1



117 Putnam Drive, Suite A ♦ Eatonton, GA 31024

Called Meeting

Agenda

Friday, January 22, 2021 ♦ 2:00 PM

Putnam County Administration Building – Room 203

Opening

1. Call to Order
2. Pledge of Allegiance (BS)

Called Meeting

3. Approval of the Settlement Agreement with Anchors Marina (BW)

Closing

4. Adjournment

The Board of Commissioners reserves the right to continue the meeting to another time and place in the event the number of people in attendance at the meeting, including the Board of Commissioners, staff, and members of the public exceeds the legal limits. The meeting cannot be closed to the public except by a majority vote of a quorum present for the meeting. The board can vote to go into an executive session on a legally exempt matter during a public meeting even if not advertised or listed on the agenda. Individuals with disabilities who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting or the facilities are required to contact the ADA Compliance Officer, at least three business days in advance of the meeting at 706-485-2776 to allow the County to make reasonable accommodations for those persons.

File Attachments for Item:

3. Approval of the Settlement Agreement with Anchors Marina (BW)

RELEASE AND SETTLEMENT AGREEMENT

This Release and Settlement Agreement is entered into by 1054 Lake Oconee Parkway LLC d/b/a Anchors Marina, (hereinafter “Anchors Marina”) and the Putnam County Board of Commissioners (hereinafter “County”), each a Party and collectively the “Parties.” The Parties have agreed to resolve any and all disputes between the Parties as set forth below.

RECITALS

WHEREAS, on or around December 16, 2020, in pursuit of a certificate of occupancy, Anchors Marina submitted a proposed plan for fire suppression systems for their boat storage facility located at 1054 Lake Oconee Parkway, Eatonton, GA 31024 to Putnam County in accordance with and pursuant to Section 32-14 of the Putnam County Code of Ordinances; and

WHEREAS, the Putnam County Fire Chief denied such proposal, and Anchors Marina sought appeal of the Chief’s administrative decision pursuant to Section 32-15; and

WHEREAS, the Board of Commissioners, at a called meeting held on January 11, 2021, considered such appeal and denied the same; and

WHEREAS, Anchors Marina, by and through counsel, have asserted the County’s actions have amounted to constitutional violations under the Equal Protection Clause, the same being raised and preserved; and

WHEREAS, the parties have reached agreement on the issuance of a certificate of occupancy and desire to resolve any and all disputes between them concerning the same.

NOW THEREFORE, for and in consideration of the promises and mutual covenants contained herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. Mutual Releases.

In consideration of the obligations referenced below, and upon satisfaction of the same, each Party to this Agreement unconditionally releases, and covenants not to sue the other Parties and their respective past or present owners, insurers, parents, officers, directors, subsidiaries, affiliates, employees, representatives, agents, attorneys, and their successors and assigns (the “Released Parties”) from any and all claims, demands, causes of action, lawsuits, arbitrations, claims for costs, attorneys’ fees, damages, statutory damages, treble damages, punitive damages, losses, expenses, mental anguish, inconvenience or annoyance, or requests for relief of any kind, legal or equitable, known or unknown, anticipated or unanticipated, whether accrued or hereinafter maturing that each Party asserts, asserted, could have asserted or may assert against any or all of the foregoing Released Parties, in the Lawsuit or elsewhere, including without limitation, any claims related to or based directly or indirectly upon the Damages, Counterclaim, Third-Party Complaint or Project. This mutual release shall not affect or impair any party from bringing any future claim which may accrue based upon acts, omissions, wrongdoings, torts, breaches or other factual bases for causes of action which occur after the execution of this Agreement.

2. Obligations of Anchors Marina

Anchors Marina, by execution of this Agreement, hereby agrees to following terms and obligations:

(a) Anchors Marina shall, as soon as possible, but no later than 60 days of execution of this Agreement, cause the following action items to be completed:

1. Install a linear heat detection system (IDENTIFY) which shall communicate automatically and directly with the County’s Emergency Management Services.

2. Install a smoke detection system (IDENTIFY) which shall communicate automatically and directly with the County’s Emergency Management Services.

3. Install fire extinguishers spaced at maximum 50 feet distance (IDENTIFY)

4. Install 2 wheeled 125-pound ABC stored pressure units at each end of the building.

5. Install horn strobes on the outside of the facility, at the front, sides, and back of the building, and 2 units inside the building along with pull stations at the 2 main doors.

6. Install placards on the exterior of the building indicating no open flames and no smoking.

(b) Anchors Marina shall, throughout operation, abide by the following regulations:

1. All full-time employees shall be trained and hold certification for operation of the installed 2-wheeled fire extinguishers. At least one employee shall hold such certification at all times, though Anchors Marina will be allowed no more than 30 days to obtain such certification.

2. When stored, all batteries and electric systems in all boats shall be disconnected.

3. Anchors Marina shall allow periodic inspection by County staff to confirm compliance with these regulations. The County shall provide at least 24 hours notice prior to such inspection.

(c) Anchors Marina shall, with respect to the event scheduled for January 23, 2021 and January 24, 2021, and that event only, abide by the following regulations:

1. Ensure enough off duty fire personnel, as established by the Fire Chief, are present with fire fighting apparatus while patrons are on site.

3. Obligations of County

(a) Upon execution of this Agreement, County shall issue a temporary certificate of occupancy for the building at 1054 Lake Oconee Parkway that will be conditioned on Anchors Marina complying with the obligations contained in Section 2(a) above within 60 days of the execution of this Agreement. In the event the obligations within Section 2(a) are met, the County shall issue a final certificate of occupancy.

4. Disclaimer of Liability

The Parties expressly agree that this Agreement is entered into on a compromise basis to avoid the expense and inconvenience of protracted litigation and that its execution is not an admission of wrongdoing or liability by any Party or their past or present owners, members, directors, officers, employees, representatives, agents, shareholders, insurers, or attorneys, and that any liability or wrongdoing is expressly denied.

5. Miscellaneous

The Parties acknowledge, agree and understand that this Agreement was negotiated and drafted jointly between them, and this negotiation has been conducted at arms' length; that each Party has participated in the preparation of this Agreement with the advice or opportunity to seek the advice of counsel; that this Agreement was entered into freely and voluntarily; that this Agreement shall not be interpreted for or against any Party as being the drafter; and that in the event of a dispute over the meaning, construction or interpretation of this Agreement, no presumption shall apply to construe the language of this Agreement for or against any Party.

6. Assignment or Transfer

Each Party warrants and represents that it/he or she is authorized to execute this Agreement, owns the claims released herein, and that there has been no assignment, sale, or transfer of any claim, right or interest released by said Party herein, unless the same is consented to in writing.

7. Entire Agreement

The Parties understand and agree that this Agreement sets forth the entire agreement between the Parties and is specifically intended to be a fully integrated contract. Each Party further agrees that all prior discussions, negotiations, representations, statements, agreements, or understandings related to the subject matter of this Agreement are merged in and superseded by this Agreement and are therefore void and shall have no force and effect.

8. Modification and Severability

This Agreement shall not be amended, modified, or changed in any way except in writing and duly signed by an authorized representative of each Party hereto. Should any clause, sentence, provision, exhibit or paragraph of this Agreement be adjudged by any court of competent jurisdiction, or be held by any other competent governmental authority having jurisdiction, to be illegal, invalid, or unenforceable, such judgment or holding shall not affect, impair or invalidate the remainder of this Agreement, but shall be confined in its operation to the clause, sentence, provision, exhibit, or paragraph directly involved, and the remainder of the Agreement shall remain in full force and effect.

9. Governing Law

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Georgia. Any action to enforce the same shall be brought in the Superior Court of Putnam County.

10. Attorney's Fees

Any party seeking to enforce any obligations undertaken by the Parties within this Agreement, upon the filing an action in a court of competent jurisdiction, shall be entitled to attorney's fees for the bringing of such action.

11. Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Executed copies transmitted by facsimile or electronic mail shall be effective as an original.

IN WITNESS, WHEREOF, the undersigned has hereunto set his hand and seal this _____ day of _____, 2021.

ANCHORS MARINA:

1054 LAKE OCONEE PARKWAY, LLC
As its: _____

Date

COUNTY:

PUTNAM COUNTY BOARD OF COMMISSIONERS
Chairman Billy Webster

Date