



The Commission

of the Unified Government of Cusseta-Chattahoochee County, Georgia

215 McNaughton St Cusseta, Georgia 31805
(706) 989-3602 Fax (706) 989-2005 lisa@ugoccc.com

Charles Coffey, Chairman
Timothy Biddle, Vice Chairman
Gerald Douglas
Damon Hoyte
Jason Frost

Thomas Weaver, County Manager
Lisa Bickel, County Clerk
Bin Minter, County Attorney

MINUTES OF THE REGULAR MEETING

July 2, 2024

215 McNaughton St.

PRESENT:

Chairman Coffey
Vice-Chairman Biddle
Commissioner Douglas-Absent
Commissioner Hoyte
Commissioner Frost

Thomas Weaver, County Manager
Lisa Bickel, County Clerk
Bin Minter, County Attorney

Chairman Coffey called the Regular Monthly Meeting of the *Commission of the Unified Government of Cusseta-Chattahoochee County, Georgia* to order at 9:00 a.m., with all other Commissioners present, with the exception of Commissioner Douglas and live streaming on our Facebook page.

APPROVAL OF THE MINUTES OF THE JUNE 4, 2024, REGULAR MEETING

Commissioner Hoyte made the motion to approve the minutes as written. Seconded by **Commissioner Biddle**. The vote was unanimous.

APPROVAL OF THE JUNE 4, 2024, EXECUTIVE SESSION MINUTES

Commissioner Frost made the motion to approve the minutes as written. Seconded by **Commissioner Biddle**. The vote was unanimous.

APPROVAL OF THE JUNE 24, 2024, BUDGET PUBLIC HEARING II & BOC WORK SESSION MINUTES OF JUNE 24, 2024

Commissioner Hoyte made the motion to approve the minutes as written. Seconded by **Commissioner Frost**. The vote was unanimous.

APPROVAL OF THE EXECUTIVE SESSION MINUTES OF JUNE 24, 2024

Commissioner Biddle made the motion to approve the minutes as written. Seconded by **Commissioner Frost**. The vote was unanimous.

OPEN FORUM

NONE

SPEAKER

NONE

OLD BUSINESS

ATTORNEY stated that the only old business he still needs to complete a draft for ordinance to create a Board of Election. It is required now by state law, the clock is ticking, and it is on his to-do list. The board just needs to decide on how many members they would want and if they would want political parties. The County Manager stated he will get the requirements and when Bin has a draft, we will add this to the Work Session for further discussion.

County Manager nothing currently for old business.

NEW BUSINESS

ATTORNEY nothing on new business at this time.

County Manager stated we have a resident, James Shulterbrondt who is applying for a CUP and would like to request a Public Hearing date, his recommendation is to have the Hearing at the Work Session on the 22nd.

Motion made by **COMMISSIONER HOYTE** to reschedule the Work Session to 6pm, so that the Public Hearing can be added as well, seconded by **COMMISSIONER FROST**. The vote was unanimous.

Motion made to amend the agenda for this vote was made by **COMMISSIONER FROST**, seconded by **COMMISSIONER HOYTE**. The vote was unanimous.

Solid Waste Bid Proposals: Motion made by **Commissioner Hoyte** to accept the GFL's Proposal with the lowest bid, seconded by **Commissioner Biddle**. The vote was unanimous.

New Horizons Annual Agreement: Motion made by **Commissioner Frost** to renew the agreement, seconded by **Commissioner Frost**. The vote was unanimous.

Conditional Use Permit-110 Stagecoach Dr.: Motion made by **Commissioner Frost** to table until the next meeting, August 6th due to the pending litigation, seconded by **Commissioner Biddle**. Commissioner abstained from voting.

Chairman Coffey stated he did want to bring up if there any outstanding invoices for any department they need to turn them in now or they will go towards the new budget, so please get those to us. Also, there is an opening on the RVRC and it hasn't been filled since DR. Lee, Chairman Coffey would like to consider Mr. Rob Marion for this if he would like to do so if he is interested, or anyone else if they are interested, the meetings are the last Wednesday of the month at 10:30. Chairman Coffey also wanted to urge the citizens that if your trashcan is not at the road, you can take your trash to the recycle, but it does cost the county more when you do so. We need to look at our recycle facility this year and see how we can make it better.

EXECUTIVE SESSION:

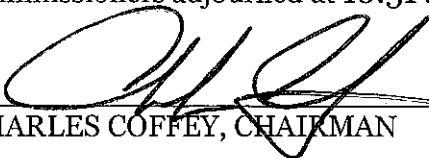
A Motion was made to go into executive session at 9:27 a.m. **Commissioner Hoyte** made the Motion, seconded by **Commissioner Frost**. The vote to enter executive session was unanimous.

Regular meeting reconvened:

The regular meeting reconvened at 10:30 a.m. **Chairman Coffey** made the statement that the subjects discussed during the closed meetings were within the legal exceptions to the open meetings law and that no votes were cast within the session. Subjects discussed were personnel, contracts, and tire costs.

ADJOURNMENT

There being no further business to be conducted by and with the Commission of the Unified Government of Cusseta-Chattahoochee County, Georgia, Chairman Coffey declared the Monthly Meeting of the Board of Commissioners adjourned at 10:31 am on Tuesday, July 2, 2024.


CHARLES COFFEY, CHAIRMAN


TIMOTHY BIDDLE, VICE CHAIRMAN


GERALD DOUGLAS, COMMISSIONER


DAMON HOYTE, COMMISSIONER


JASON FROST, COMMISSIONER

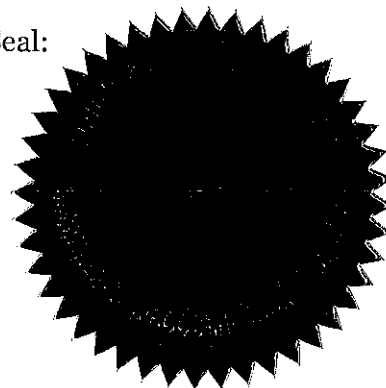
August 6, 2024
DATE APPROVED

I hereby certify that the foregoing documentation, the Minutes of the July 2, 2024, Regular Meeting, was approved via majority vote by the Board of Commissioners in its August 6, 2024 regular meeting.

ATTESTED BY:


THOMAS WEAVER, COUNTY MANAGER
UNIFIED GOVERNMENT OF
CUSSETA-CHATTAHOOCHEE COUNTY

Seal:



**CONTRACT FOR RESIDENTIAL AND COMMERCIAL SOLID
WASTE COLLECTION SERVICE**

THIS CONTRACT FOR RESIDENTIAL AND COMMERCIAL SOLID WASTE COLLECTION SERVICE (this "Agreement") made and entered into on the ____ day Of September, 2024, by and between Unified Government of Cusseta Chattahoochee County, political subdivision of the State of Georgia, by and through its County Commission, hereinafter referred to as "County," and CONTRACTING COMPANY, herein after referred to as GFL or its successors, acting and through its duly authorized officers hereinafter referred to as "Contractor."

WHEREAS, it is necessary for County to promote, preserve and protect the public health of its citizens; and

WHEREAS, the removal of garbage, rubbish and other waste material generated within the County is a valid exercise of County's police power, and

WHEREAS, the granting of an exclusive Contract to a private corporation for the collection and disposal of solid waste is a valid function of County; and

WHEREAS, County and Contractor are desirous of entering into an agreement, under the terms of which, Contractor shall have an exclusive Contract for a specified period of time for the collection and removal of all Residential and Commercial Solid Waste generated within the County, and

WHEREAS, County and Contractor have agreed to the conditions, terms, rates, provisions and considerations under which Contractor shall perform such solid waste collection and disposal services as herein set out, and for the compensation as hereinafter provided; and

WHEREAS, it is the intent of the County that the owner or occupant of every Residence and Commercial Business in the County shall receive solid waste collection services provided by Contractor, and

WHEREAS, County will bill and collect the fees from all Residential customers for services to be received from the Contractor, and the Contractor will bill the County monthly for services rendered, and

WHEREAS, Contractor will bill and collect the fees from all Commercial customers for services to be received from the Contractor;

THEREFORE, County and Contractor agree as follows:

Section 1.0- Definitions

For purposes of this Agreement, the following terms shall be defined as follows:

- 1.1 Agreement: This contract agreement, including exhibits and any amendments thereto, agreed to by the County and the Contractor during the term of the Agreement.
- 1.2 Bulk Items: Those items of furniture, such as sofas, chairs, tables, carpets, and other large items, which cannot reasonably be placed in a 95-gallon rollout cart.
- 1.3 Cart: A rollout receptacle for Residential Solid Waste with a capacity of not less than 95 gallons, constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting, and having a tight-fitting lid capable of preventing entrance into the container by animals and insects.
- 1.4 C&D Materials: Waste materials generated by the construction, remodeling repair or demolition of residential, commercial, or other structures.
- 1.5 Commercial Premises: All Non-Residential Premises, public or private, requiring solid waste collection within the County, including commercial, industrial, institutional, and governmental premises. Mobile Home parks consisting of 5 or more mobile homes may be considered Commercial Premises if they are contracted and receive dumpster solid waste collection services.
- 1.6 Commercial Hand-load Customers: All Commercial Premises utilizing a Cart for the placement of their solid waste for collection by the Contractor.
- 1.7 Commercial Solid Waste: All Garbage, Rubbish, and other acceptable waste generated by a Commercial Premises and all C & D Materials, excluding Hazardous Waste.
- 1.8 Contractor: Person, firm, corporation, organization, or entity with whom the County has executed a contract for performance of the work or supply of equipment or materials, and its duly authorized representative.
- 1.9 County: The Unified Government of Cusseta-Chattahoochee County, Georgia.
- 1.10 Curbside: The location adjacent to the traveled portion of a roadway designated by the Contractor for the placement of Carts and other solid waste for collection.
- 1.11 Garbage: Solid waste consisting of putrescible animal and vegetable waste materials resulting from the handling, preparation, cooking, and consumption of food, including waste materials from markets, storage facilities, handling and sale of produce and other farm products.
- 1.12 Hazardous Waste: Any solid waste identified or listed as a hazardous waste by any agency of the State of Georgia or the administrator of the U.S. Environmental Protection Agency pursuant to the Federal Solid Waste Disposal Act, as amended by the

Resource Conservation and Recovery Act, 72U.S.C. 6901 et seq, as amended, including future amendments thereto.

- 1.13 **Recyclable Materials:** Materials generated by Residential Premises consisting of newspapers, aluminum and bi-metal cans, HDPE plastic milk jugs and PET Plastic soft drink containers which are stored in Bins and placed at Curbside for collection.
- 1.14 **Residential Premises:** A dwelling within the County, occupied by a person or group of persons, including single family homes, duplexes, triplexes, quadraplexes, and mobile homes whether such mobile homes are registered as vehicles or assessed as real property.
- 1.15 **Residential Solid Waste:** All Garbage and Rubbish generated by a Residential Premises, excluding automobile parts, tires, C&D Materials, Yard Waste, White Goods, Hazardous Waste, or other unacceptable materials.
- 1.16 **Rubbish:** Non-putrescible solid waste consisting of paper, rags, cardboard, cartons, wood, rubber, plastics, glass, crockery, metal cans or other such waste.
- 1.17 **White Goods:** Refrigerators, ranges, washers, water heaters, and other similar domestic appliances.
- 1.18 **Yard Trash:** Leaves, brush, grass clippings; shrubs and tree pruning's and other vegetative materials from the maintenance of yards, lawns, and landscaping at Residential Premises.

Section 2.0- Scope of Work

The work under this Contract shall consist of the work and services to be performed in the collection and disposal of Residential and Commercial Solid Waste generated in the County, including all the supervision, materials, equipment, labor, and all other items necessary to complete said work and services in accordance with the terms of this Agreement.

Section 3.0-Collection

3.1 Service Provided:

Contractor shall collect Garbage from Residential Premises one (1) time per week in the proper location at Curbside. The occupant of the Residential Premises shall place only Garbage in a 95-gallon Cart owned by Contractor and Resident shall place Cart at Curbside by 6:00 AM on the designated collection day. Contractor will collect extra garbage and rubbish placed at curbside adjacent to the 95-gallon container one week after the designated holidays in Section 4.3, and two weeks after Christmas.

The Contractor shall be required to pick up "Extra Solid Waste" such as cardboard boxes, wrapping paper and household trash, limited to what would have fit in a second 95 gallon roll out cart during the following holidays:

For a period of one (1) week after the 4 of July
For a period of one (1) week after Thanksgiving
For a period of two (2) weeks after Christmas

Upon request from a customer, in the event of a special occasion, such as weddings or funerals. This request must be made to and approved by the Contractor prior to pick up.

3.2 Containers:

Contractor shall initially furnish collection equipment for every Residential and Commercial Customers for every occupied location in the County. Upon placement, Equipment shall be the property of Contractor. It shall be the responsibility of the owner of the Residential Premises to properly use and safeguard the Contractor's Equipment.

In the event that a 95-Gallon container is damaged beyond repair due the end users neglect, but not to include normal wear and tear, the Contractor shall charge the Customer \$100.00 per damaged container, i.e. Container is burned from hot coals, Container is sawed in half, etc.

3.3 Location of Containers for Collection:

3.3.1 Carts shall be placed at Curbside for collection. Curbside refers to that portion of right-of-way adjacent to county maintained paved or traveled roadways. Containers shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, containers, bags, and bundles shall be placed as close as practicable to an access point for the collection vehicle. Contractor may decline to collect any container not so placed or any refuse not in a bag. The County reserves the right to amend the placement of containers allowing for safe and efficient service by Contractor.

3.3.2 Front-end load containers must be placed in an accessible location on hard surfaces. Commercial customers shall be responsible for maintaining such surfaces. The County reserves the right to amend the placement of containers allowing for safe and efficient service by Contractor.

Section 4.0– Routes and Hours of Collection Operation

4.1 Hours of Operation:

Collection of Residential Solid Waste shall not start before 6:00 AM nor continue after 7:00 PM on the same day.

4.2 Routes of Collection:

Collection routes shall be established by the Contractor. Contractor shall submit a map designating the collection routes with days of pick-up to the County for its approval, which approval shall not be unreasonably withheld. The Contractor may from time-to-time propose to County for approval changes in routes or days of collection, which approval shall not be unreasonably withheld. Upon County approval of the proposed changes, Contractor shall promptly give written or published notice to the affected Customers.

4.3 Holidays:

The following shall be holidays for the purpose of this Contract:

New Year's Day
Fourth of July
Thanksgiving Day
Christmas Day

Contractor may decide to observe any or all of the above-mentioned Holidays by suspension of collection service on the holiday, but such decision does not relieve the Contractor of his obligation to provide collection service at least once per week (Monday - Saturday) within the Holiday Week. The Contractor will not be allowed Sunday collection during a Holiday Week.

4.4 Complaints:

All complaints shall be made directly to the Contractor and shall be given prompt and courteous attention. In the case of alleged missed scheduled collections, the Contractor shall investigate and, if such allegations are verified, shall arrange for the collection of the refuse not collected within 24 hours after the complaint is received.

4.5 Collection Equipment and Personnel:

The Contractor shall provide an adequate number of vehicles for regular collection services. All vehicles shall be kept in good repair, appearance, and in a sanitary condition at all times. Each vehicle shall have clearly visible on each side the identity and telephone number of the Contractor. All Solid Waste hauled by the Contractor shall

be so contained, tied, covered, or enclosed such that leaking, spilling, or blowing are prevented.

4.6 Office:

The Contractor shall maintain an office or such other facilities through which it can be contacted. It shall be equipped with sufficient telephones and shall have a responsible person in charge from 8:00 a.m. to 5:00 p.m. daily on regular collection days.

4.7 Access:

The Contractor shall be required to provide collection services to all Residential and Commercial Premises located on publicly owned roadways accessible standard waste collection vehicles. The County shall maintain all publicly owned roads and bridges in a condition that affords access by Contractor's standard waste collection vehicles. The County shall require occupants of Residential Premises to place Carts at curbside for collection. The County shall require occupants of Residential Premises not in an accessible location to standard waste collection vehicles to place Carts at an accessible location on a publicly owned roadway agreed upon by the occupant and the Contractor. If the County or Contractor determines that, for whatever reason, the occupants of a Residential Premises cannot place the Cart at curbside adjacent to a publicly owned roadway, then the Contractor will provide the collection service at a location agreed upon by Contractor and the occupant, except as provided in Section 3.3 of this Contract.

Section 5.0- Disposal

All Refuse collected for disposal by Contractor shall be hauled to a fully permitted Subtitle D Municipal Solid Waste landfill or transfer station for disposal, with tipping fees paid by the Contractor. Should tipping fees at the disposal facility rise during the contract period, an adjustment to the monthly fee for Commercial Service shall be made upon mutual agreement with the Contractor and the County. Rate approval shall not be unreasonably withheld.

For Residential Service, an adjustment to the monthly fee shall be made based on 199 pounds per residential unit per month. An example calculation is shown:

New Tipping Fee (\$/ton) x 199 pounds/unit/month x 1 ton/2000 pounds = New Residential Unit Monthly Fee (\$/unit/month)

Section 6.0- Compensation

6.1 Rates of Compensation for Three (3) Year Rate Period.

Contractor shall be paid by the Residential and Commercial Customers for Solid Waste collection and disposal services provided hereunder by the appropriate rates of

compensation set forth in Exhibit A, attached hereto and made a part hereof, during the initial Three (3) year term of this Agreement. After the initial year of this Agreement, rates may be adjusted annually to reflect changes in operating costs based upon increases in the Consumer Price Index.

6.2 Renewal: Rates of Compensation for Subsequent Three (3) Year Rate Periods.

Upon the mutual agreement of the County and Contractor, the parties may renew this Agreement for additional terms. Six (6) months prior to the end of the initial three (3) year term of this Agreement, and at each three-year (3) interval thereafter, the County and the Contractor may enter into negotiations to establish and agree upon rates of compensation to be paid to Contractor during the next ensuing three (3) year terms. The rates shall be based on Contractor's capital, operating, disposal, and management costs projected to be incurred during the next three (3) year term, and a fair and reasonable profit margin thereon. In the event that the County and Contractor are unable to agree on rates to be paid to Contractor during the next three (3) year term by not later than 90 days prior to the end of the then current three (3) year term, the County may terminate the Agreement pursuant to Section 11 hereof.

6.3 Rate Adjustments Due to Significant Changes.

Any purposed rate increases shall come before the Unified Government of Cusseta-Chattahoochee County Board of Commissioners approval.

6.4 Delinquent and Closed Accounts.

The County will invoice and collect from each residential customer for all solid waste services. The County shall assume sole responsibility for billing and collecting from each residence for which for which service is provided. The contractor shall provide solid waste collection and invoice for residential customers to the County, for one time each week collection, for a minimum of 1300 carts/residences. The price rates and schedules are set forth in Exhibit A hereto.

The County shall pay contractor for residential solid waste collection on or before the 10th day of the prior month invoiced, i.e. Billing for July 2024 will be billed on August 1, 2024, and payment would be due NLT August 11, 2024, for July's services. All late payments will accrue _____% finance charges if not received by the first of the following month.

Section 7.0- Non-Discrimination

In the performance of the work and services to be performed under the terms hereof, the Contractor covenants and agrees not to discriminate against any person because of race, sex, creed, color, religion, or national origin.

Section 8.0 – Indemnity

The Contractor will indemnify, hold harmless, and defend the County, its officers, agents, servants and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and reasonable attorney's fees incidental to any work done in the performance of this Contract arising out of a willful or negligent act or omission of the Contractor its officers, agents, servants and employees.

Section 9.0- Force Majeure

Neither party hereto shall be liable for failure to perform hereunder due to contingencies beyond its control, including, but not limited to riots, war, fire, acts of God (including without limitation flood, hurricane, tornado, or storm), compliance with any law, regulation, or order, whether valid or invalid, of the United States of America or any other governmental body or instrumentality thereof, whether now existing or hereafter created (collectively referred to as "Force Majeure Event"). In addition, the performance required under this Contract does not include the collection or disposal of any increased volume of solid wastes resulting from a Force Majeure Event. In the event of such Force Majeure Event, the Contractor will vary routes and schedules as may be deemed necessary. In addition, the County and Contractor shall negotiate the amounts to be paid Contractor for services to be performed as a result of increased volumes resulting from a Force Majeure Event or any other event over which Contractor has no control.

Section 10.0- Licenses and Taxes

The Contractor shall obtain all licenses and permits and promptly pay all taxes required by the County and State.

Section 11.0 -Term

The term of this contract shall begin on the 15th day of September 2024 and shall continue for a period of three (3) years subject to the right of the County to elect not to renew as set forth below.

This contract shall terminate without further obligation of the County on December 31st of any year of execution and on December 31st of any calendar year for which it is renewed. The County shall notify the Contractor no later than December 31st of each subject year whether it intends to renew this contract.

Further, this contract will automatically terminate immediately if the funds for the contract are not appropriated by the governing authority of the County.

Pursuant to Section 6.2 hereof, and subject to the foregoing, Contractor and the County shall have the right to terminate this contract at the end of the initial three (3) year term or at the end of any renewed three (3) year term provided the written notice of termination is given not less than 90 days prior to the end of the current three (3) year term.

Section 12.0- Reports

Contractor shall provide various reports to the County as may be required from time to time.

Section 13.0- Insurance

The Contractor shall at all times during the Agreement maintain in full force and effect Employer's Liability, Workmen's Compensation, Public Liability, and Property Damage Insurance, including contractual liability coverage for the provisions of Section 9. All insurance shall be by insurers and for policy limits acceptable to the County and before commencement of work here under the Contractor agrees to furnish the County certificates of insurance or other evidence satisfactory to the County to effect that such insurance has been procured and is in force. The certificates shall contain the following express obligation:

"This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are in force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days prior written notice will be given the certificate holder."

For the purpose of this Contract, the Contractor shall carry the following types of insurance in at least the limits specified below:

<u>COVERAGES</u>	<u>LIMITS</u>
Workers Compensation	Statutory
Employer's Liability	\$1,000,000.00
Bodily Injury Liability	\$1,000,000.00 each occurrence
Except Automobile	\$1,000,000.00 aggregate
Property Damage Liability	\$1,000,000.00 each occurrence
Except Automobile	\$1,000,000.00 each occurrence
Automobile Bodily Injury	\$1,000,000.00 each person
Liability	\$1,000,000.00 each occurrence
Automobile Property Damage Liability	\$1,000,000.00 each occurrence
Excess Umbrella Liability	\$5,000,000.00 each occurrence

Section 14.0-Compliance with Law

The Contractor shall conduct operations under this Contract in compliance with all applicable laws, including without limitation, ordinances, laws and statutes of the

County, state and federal governments provided, however that the Contract shall govern the obligations of the Contractor where there exist conflicting ordinances of the County on the subject. In the event that the collection or disposal of any solid waste hereunder shall become restricted or prohibited by any applicable law, ordinance, rule or regulation, such type of waste shall be eliminated from the requirements and provisions of this Contract.

Section 15.0- Assignment

Contractor's rights accruing under this Contract may be assigned in whole or in part by the Contractor with the prior written approval or consent of the County. As a condition of such assignment, the assignee shall agree to assume the obligations of Contractor hereunder.

Section 16.0- Exclusive Contract

The Contractor shall have the sole and exclusive contract to provide solid waste collection and disposal service in the County. The County hereby grants, and the Contractor hereby accepts the sole and exclusive contract, license, and privilege to provide Residential and Commercial collection and disposal services to all residential and Commercial Premises in the County for the initial three (3) year term of this Agreement and all renewal terms thereto. The County further agrees that so long as Contractor is not in default hereunder, it will not enter into any agreement with any other entity for performance of residential and commercial solid waste collection and disposal services during the term hereof or any renewal terms.

Section 17.0-Ownership

Title to the Residential and Commercial Solid Waste to be collected under this Contract shall pass to the Contractor once it is placed in the vehicle under control of the Contractor.

Section 18.0 - Termination and Attorney Fees

- 18.1 In the event of an alleged material breach of this contract, the County shall provide written notice of such breach to the Contractor, to be delivered by Certified Mail, return receipt requested. If within 20 days from receipt of such notice, the Contractor has either failed to correct the condition or reach an agreement with the County on a mutually satisfactory solution, then the County may, within 10 days, require the Contractor to appear before the County Commissioner's, at either a regular or specially called meeting, to show cause why the Contract should not be terminated. After such meeting the Commissioner's may elect to:

- A. Provide written notice to the Contractor that the Contract will be terminated 30 days from the receipt of such notice.
- B. Extend the time to allow Contractor to cure the breach.
- C. Impose sanctions or other remedies without terminating the Contract.

18.2 Costs

In the event that either party is required to take any legal action to enforce the terms and Conditions of this Agreement because of the breach of or failure to perform any term or condition by the other party, the breaching party agrees co-pay all costs expended by the other party, including reasonable attorney fees.

Section 19.0- Miscellaneous Provisions

19.1 Choice of Law

This Agreement shall be construed in accordance with and governed for all purposes by the laws of the State of Georgia, excluding the laws applicable to conflicts or choice of laws.

- 19.2** By execution this contractual agreement the Contractor agrees that the venue for hearing of any disputes shall be in the Superior Court of Chattahoochee County.

19.3 Entire Agreement

This instrument contains the entire agreement between the parties relating to the rights being granted and the obligations herein assumed. Any oral representation or modifications concerning this instrument shall be of no force or effect and this Contract may not be amended except by a subsequent modification in writing, signed by the parties hereto or by an ordinance adopted by County modifying the rates to be charged hereunder in accordance with the provisions of Section 6 hereof.

19.4 Severability

If any part of this Agreement for any reason is declared invalid, such decision shall not affect the validity of any remaining portion, which remaining portion shall remain in force and effect as if this Contract had been executed with the invalid portion thereof eliminated. It is hereby declared the intention of the parties that they would have executed the remaining portion of this Agreement without including any such part, parts or portions which may, for any reason, be hereinafter declared invalid.

19.5 Captions

The titles or headings preceding any section or paragraph are for reference and convenience only and shall be in no way construed to be a material part of this Agreement.

19.6 County's Authority

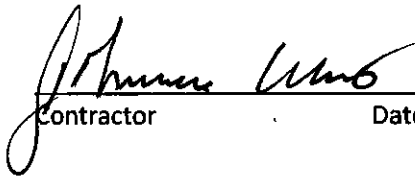
The parties signing this Contract on behalf of the County have been authorized to do so by specific action of the County Commission on the 2nd day of July, 2024 adopted in open meeting and of record in its official minutes.

EXECUTED this 2nd day of July, 2024

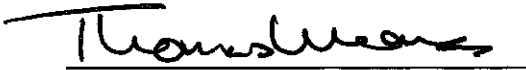
Signed By:



Chairmen _____ Date _____
Cusseta-Chattahoochee County
Bord of Commissioners



Contractor _____ Date _____



Witness



Witness

Exhibit A
Residential Service

The County states that as of the date of this Contract, there are 1300 residential units, and each resident will utilize (1) 95-gallon roll cart. The Contractor shall provide solid waste collection for residential customers to the County, one time each week, for a minimum of 1,300 residences. The rate for (1) 95-gallon container will be \$ 20.⁰⁰ per month/per residence. If extra 95-gallon roll carts are needed, they will be billed at the same rate of \$ 14.⁰⁰ per month.

Commercial Services

Commercial Services to be exclusive to hauler CONTRACTOR all commercial billing will be done by CONTRACTOR 10% Rebate to the County on all dumpsters.

Example Rate: If the rate is \$90.00 per month for dumpster service, the County will receive a \$9.00 franchise fee each month.

**AGREEMENT TO EXTEND CONTRACT FOR RESIDENTIAL AND
COMMERCIAL SOLID WASTE COLLECTION SERVICE**

WHEREAS, the Unified Government of Cusseta-Chattahoochee County, a political subdivision of the State of Georgia, by and through its Commission, hereinafter referred to as "County", and Company, hereinafter referred to as "Company" or its successors, acting through its duly authorized officers, also being referred to as "Contractor", entered into a Contract for residential and commercial solid waste.

Collection service on the 2nd day of July, 2024; and

WHEREAS, said Contract commenced on the 2nd day of July, 2024, and continued for a contract term of three (3) years; and

WHEREAS, the parties adopted an Addendum to said contract on the 2nd day of July, 2024 and

WHEREAS, a copy of said Contract and Addendum are attached hereto; and

WHEREAS, the parties desire to extend their Contract and Addendum for an additional three (3) years;

NOW THEREFORE, the premises considered, IT IS AGREED AS FOLLOWS:

1.

The parties agree that the Contract and Addendum, attached hereto, shall be extended for an additional three (3) year term, commencing on the 1st day of September, 2024 and continuing through and until on the 31st day of August, 2027

2.

The parties agree to be bound by each term and condition set forth in the attached Contract and Addendum for the full term set forth in Paragraph 1 herein, as if each such term was set forth in this document. The terms set forth in the attached Contract and Addendum are incorporated by reference.

3.

Other than the extension of the term of the Contract and Addendum attached hereto, all other terms shall remain in full force and effect.

ADDENDUM TO CONTRCT FOR RESIDETIAL AND COMMERCIAL SOLID WASTE
AND COLLECTION SERVICE, EXCUTED ON May 9, 2024

Between

The Unified Government of Cusseta-Chattahoochee County

And
Company

Addendum A1)

BackDoor Service

To provide the Collection of roll out carts from a specified location not at the Collection Point, whether it be inside out outside a fenced in area. Containing Solid waste consisting of putrescible animal and vegetable waste materials resulting from the handling, preparation, cooking, and consumption of food, including waste materials from markets, storage facilities, handling and sale of produce and other farm product. This service is for residents who are physically unable to transport their carts to the Collection Point and have no one residing in their household able to transport their carts to the Collection Point. A list of Residents requiring this service will be provided by the Unified Government of Cusseta-Chattahoochee County, Georgia.



A Community Mental Health / Developmental Disabilities / Addictive Diseases Program

*Administrative Offices
2100 Comer Avenue
P.O. Box 5328
Columbus, GA 31906*

*PHONE: (706) 596-5500
FAX: (706) 596-5589*

June 21, 2024

Unified Government of Cusseta
Chattahoochee County
P.O. Box 299
Cusseta, Georgia 31805

Dear Sir/Madam:

Enclosed, please find the FY 2025, agreement between your commission and NEW HORIZONS BEHAVIORAL HEALTH for the provision of mental health and substance abuse services to the citizens of Chattahoochee County. The agreement amount of **\$2,508.00** is the same as FY 2024's agreed amount.

For your convenience to close out the Fiscal Year 2024, you will find the most current invoice included in this packet.

Please acknowledge your receipt and agreement with its stipulations by affixing your signature on the designated line. After completion, please return the original to:

New Horizons Community Service Board
Attn: Andralescia Clark
P.O. Box 5328
Columbus, GA 31906-0328

If you have any questions regarding this agreement, please feel free to contact New Horizons' Business Office, at (706) 596-5500 ext 5577.

Please make a copy for your files. Contract is due back as soon as possible.

Sincerely,

Andrea B. Winston
Chief Executive Officer

*Serving Residents of Chattahoochee, Clay, Harris, Muscogee, Quitman, Randolph, Stewart and Talbot Counties
For 24 Hour Emergency Services Call (706) 323-0174 or Toll Free (800) 241-3659*



A Community Mental Health / Developmental Disabilities / Addictive Diseases Program

*Administrative Offices
2100 Comer Avenue
P.O. Box 5328
Columbus, GA 31906*

*PHONE: (706) 596-5500
FAX: (706) 596-5589*

Attachment

AGREEMENT FOR MENTAL HEALTH SERVICES

Effective July 1, 2024, the NEW HORIZONS BEHAVIORAL HEALTH will provide Mental Health Services to residents of Chattahoochee County. Such services are to be provided at the Community Mental Health Center located in Columbus, or a local satellite, and will include: Child & Adolescent Mental Health Services, Adult Mental Health Services, Comprehensive Drug Abuse Services and Alcohol Abuse Services. For these services, the **Unified Government of Cusseta** will pay New Horizons Behavioral Health the sum of Two Thousand Five Hundred Eight Dollars and no/100 (\$2,508.00), in monthly installments of Two Hundred and Nine Dollars and no/100 (\$209.00) per month.

This agreement will begin on July 1, 2024, and end on June 30, 2025.

Unified Government of Cusseta
Chattahoochee County

7-2-2024

Date

Andrea B. Winston, Chief Executive Officer
NEW HORIZONS BEHAVIORAL HEALTH

June 21, 2024

Date

*The Board of Commission
of the Unified Government of Cusseta-Chattahoochee County, Georgia*

July 2, 2024

PLEASE SIGN IN
SO THAT WE MAY RECORD YOUR ATTENDANCE

- | | |
|----------------------|-----------|
| 1. Joshua Abernombie | 21. _____ |
| 2. David Smith | 22. _____ |
| 3. _____ | 23. _____ |
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| 20. _____ | 40. _____ |

STATE OF GEORGIA

COUNTY OF Chattahoochee

AFFIDAVIT OF ATENDING MEMBERS

Charles Coffey, Member of the Chattahoochee County Board of Commissioners, being duly sworn, states under oath that the following is true and accurate to the best of his/her knowledge and belief:

1.

The Chattahoochee County Board of commissioners met in a duty advised meeting on
July 2, 2024.

2.

During such meeting, the Board voted to go into closed session.

3.

The executive session was called to order at 9:27 am p.m.

4.

The subject matter of the closed portion of the meeting was devoted to the following matter(s) within the exceptions provided in the open meetings law:

_____ Consultation with the county attorney or legal counsel to discuss pending or potential litigation, settlement, claims, administrative proceedings, or other judicial actions brought or to be brought by or against the county or any officer or employee or in which the county or any officer or employee may be directly involved as provided in O.C.G.A. § 50-14-2(1)

_____ Discussion of tax matters made confidential by the state law as provided by O.C.G.A. § 50-14-2(2) and *(insert the citation to the legal authority making the tax matter confidential)* _____

_____ Discussion or voting on

_____ Authorizing a settlement as provided in O.C.G.A. § 50-14-3(b)(1)(A)

_____ Authorizing negotiations to purchase, dispose of, or lease property as provided in O.C.G.A. § 50-14-3(b)(1)(B)

_____ Authorizing an appraisal as provided in O.C.G.A. § 50-14-3(b)(1)(C)

_____ Entering a contract for the purchase, disposal of, or lease property as provided in O.C.G.A. § 50-14-3(b)(1)(D)

_____ Entering into an option to purchase, dispose of, or lease property as provided in O.C.G.A. § 50-14-3(b)(1)(E)

_____ Discussion or deliberation on the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a county officer or employee as provided in O.C.G.A. § 50-14-3(b)(2)

_____ Interviewing candidates for executive positions as provided in O.C.G.A. § 50-14-3(b)(2)

✓ Other (describe the exemption to the open meetings law): _____
_____ as provided in (insert the citation to the legal authority exempting the
topic) _____

5.

_____ During the course of the closed session devoted to exempt topics, an incidental remark regarding a non-exempt topic or an attempt to discuss a non-exempt topic was made.

_____ The attempt was immediately ruled out of order and attempts to discuss same ceased immediately.

_____ the attempt was immediately ruled out of order. However, the comments did not cease, so the closed/executive session was immediately adjourned without discussion or action being taken regarding any non-exempt topic.

6.

Minutes were taken of this meeting in accordance with O.C.G.A. § 50-14-3(e)(2)(C) and will be filled and help for in camera inspection only.

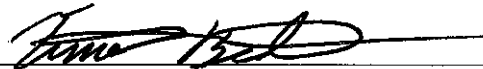
This 2nd day of July, 2024.



County Manager



Chairman Board Commissioners



Commissioner

Sworn to and subscribed before me this 2nd day of

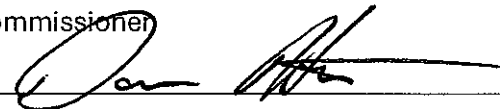
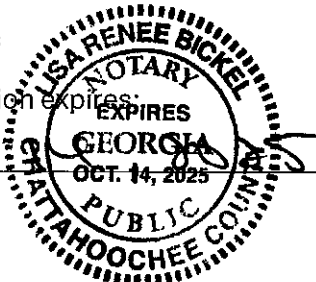
July, 2024

Lisa Bickel

Notary Public

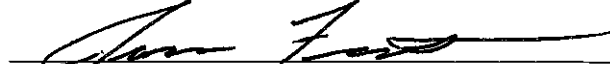
My Commission expires:

Oct.



Commissioner

Commissioner



Commissioner



The Commission

of the Unified Government of Cusseta-Chattahoochee County, Georgia

215 McNaughton St Cusseta, Georgia 31805
(706) 989-3602 Fax (706) 989-2005 lisa@ugoccc.com

Charles Coffey, Chairman
Timothy Biddle, Vice Chairman
Gerald Douglas
Damon Hoyte
Jason Frost

Thomas Weaver, County Manager
Lisa Bickel, County Clerk
Bin Minter, County Attorney

MINUTES PUBLIC HEARING

July 24, 2024

215 McNaughton St.

PRESENT:

Chairman Coffey
Vice-Chairman Biddle
Commissioner Douglas
Commissioner Hoyte
Commissioner Frost

Thomas Weaver, County Manager
Lisa Bickel, County Clerk
Bin Minter, County Attorney

Chairman Coffey called the Public Hearing of the *Commission of the Unified Government of Cusseta-Chattahoochee County, Georgia* to order at 6:00 p.m., with all other Commissioners present, and live streaming on our Facebook page.

PUBLIC HEARING

CHAIRMAN COFFEY opened the Public Hearing and stated, it was applied for on June 27th, all requirements have been met up to this point. The property is at 131 Pine Hill Rd, for James Shulterbrondt, 1.35 acres, zoned R1, proposed used is to put a manufactured home on the lot, at this time he called Mr. Shulterbrondt and he will be allowed to speak on his request.

Speaker James Shulterbrondt: Stated his name and address 131 Pine Hill Rd, he is following up on his request for his permit to put a manufactured home on his property. **COMMISSIONER FROST** asked if he currently had a camper and three sheds on his property, Mr. Shulterbrondt stated that is correct. **COMMISSIONER HOYTE** asked if he purchased the property from Mr. Kent, he stated that is correct. **COMMISSIONER HOYTE** stated that property has been approved before, and that the approval went to the next owner. **CHAIRMAN COFFEY** stated that is not correct, the approval does not stay with the property forever. **COMMISSIONER BIDDLE** made a motion to approve the permit, **CHAIRMAN COFFEY** stated the motion stands, but that it is on hold so that we can see if anyone else would like to speak.

Mr. Shulterbrondt's neighbor spoke for him to say that he had no problem with him moving a manufactured home in.

Beverly Riley stated she doesn't live in the area or know James Shulterbrondt, she just doesn't agree with five acres, she just wanted to support him getting his permit. **CHAIRMAN COFFEY** stated that is why we have the conditional use permit process, so the people can get a manufactured home without five acres.

COMMISSIONER FROST seconded the motion to approve the permit, **CHAIRMAN COFFEY** stated typically, we close the hearing, and then we discuss the topic.

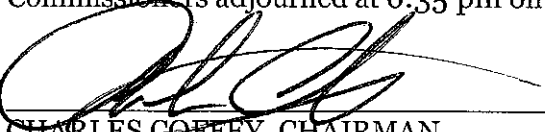
Motion to adjourn the Public Hearing made By Commissioner Frost, Seconded by Commissioner Hoyte. The vote was unanimous.

COMMISSIONER BIDDLE made the motion to approve the permit, seconded by **COMMISSIONER FROST**. The vote was unanimous. Under the conditions it meets the standard requirements, septic, all of that it has to perk.

Motion made to amend the agenda made by **CHAIRMAN COFFEY**, seconded by **COMMISSIONER FROST**. The vote was unanimous.

ADJOURNMENT

There being no further business to be conducted by and with the Commission of the Unified Government of Cusseta-Chattahoochee County, Georgia, Chairman Coffey declared the Public Hearing of the Board of Commissioners adjourned at 6:35 pm on Monday, July 24, 2024.


CHARLES COFFEY, CHAIRMAN


TIMOTHY BIDDLE, VICE CHAIRMAN



GERALD DOUGLAS, COMMISSIONER


DAMON HOYTE, COMMISSIONER

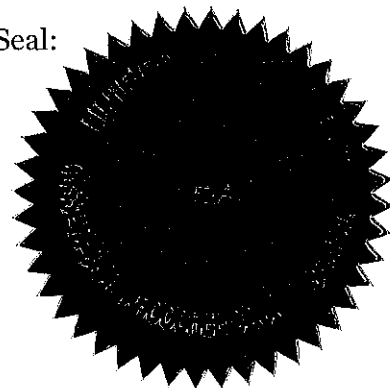

JASON FROST, COMMISSIONER

August 6, 2024
DATE APPROVED

I hereby certify that the foregoing documentation, the Minutes of the July 24, 2024, Public Hearing, was approved via majority vote by the Board of Commissioners in its Aug. 6, 2024 regular meeting.

ATTESTED BY: 
THOMAS WEAVER, COUNTY MANAGER
UNIFIED GOVERNMENT OF
CUSSETA-CHATTAHOOCHEE COUNTY

Seal:



The Board of Commission
of the Unified Government of Cusseta-Chattahoochee County, Georgia

July 22, 2024 – Public Hearing 131 Pine Hill Rd

PLEASE SIGN IN TO SPEAK
SO THAT WE MAY RECORD YOUR ATTENDANCE

- | | |
|------------------------------|-----------|
| 1. <u>James Shulterbrant</u> | 21. _____ |
| 2. <u>Donald Hawks</u> | 22. _____ |
| 3. <u>Beverly Riley</u> | 23. _____ |
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The Commission

of the Unified Government of Cusseta-Chattahoochee County, Georgia

215 McNaughton St Cusseta, Georgia 31805
(706) 989-3602 Fax (706) 989-2005 admin@ugoccc.com

Charles Coffey, Chairman
Timothy Biddle, Vice Chairman
Gerald Douglas
Damon Hoyte
Jason Frost

Thomas Weaver, County Manager

Lisa Bickel, County Clerk

Bin Minter, County Attorney

MINUTES OF THE MONTHLY WORK SESSION

July 24, 2024

215 McNaughton St.

PRESENT:

Chairman Coffey
Vice-Chairman Biddle
Commissioner Douglas
Commissioner Hoyte
Commissioner Frost

Lisa Bickel, County Clerk
Thomas Weaver, County Manager

Chairman Coffey called the Monthly Work Session of the *Commission of the Unified Government of Cusseta-Chattahoochee County, Georgia* to order at 9:00 a.m., with all other Commissioners present, and live streaming on our Facebook page.

COUNTY MANAGER UPDATES:

County Manager Weaver – most of the department updates, didn't have many this month, recreation assisted with back-to-school bash, some registrations are going on. Community development, there is a packet for the Commission, biggest concern is the cost for euthanization for animals, might start looking at this soon. The water department had a big leak on Hwy 280, but they got it fixed. The only thing for public works, they are trying to get caught up on the roads and backfilling on the edges.

The following items were discussed as to their relevance for appearance on the Aug 6, 2024, regular meeting agenda:

Budget Amendments – to stay on as a work session item, might be ready for August 6th meeting for voting item. **CHAIRMAN COFFEY** stated in looking at the first budget year if we continue, there were some raises given out, and if they spend how they are spending they are going to go over budget. It is just poor spending practices. **COMMISSIONER FROST** asked I thought we put in for the cola raises, the **COUNTY MANAGER** replied he is speaking about an elected official, **CHAIRMAN COFFEY** was trying to keep it as more of a shot across the bow, for those listening, the bottom line is the very first month of the year, common sense, if you see you're going to be overspent, it's not going to be a good thing to come and ask for us for more money when you know you're over spending on the first month, that's the point he is trying to make. It is almost like a kick in the teeth.

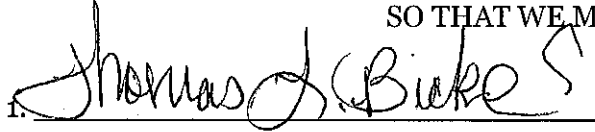
Reappoint Walter Miller IDA – add to agenda as voting item.

Reappoint Lou Beck to IDA – add to agenda as voting item.

*The Board of Commission
of the Unified Government of Cusseta-Chattahoochee County, Georgia*

July 22, 2024 – Work Session

PLEASE SIGN IN
SO THAT WE MAY RECORD YOUR ATTENDANCE

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STATE OF GEORGIA

COUNTY OF Chattahoochee

AFFIDAVIT OF ATENDING MEMBERS

Charles Coffey, Member of the Chattahoochee County Board of Commissioners, being duly sworn, states under oath that the following is true and accurate to the best of his/her knowledge and belief:

1.

The Chattahoochee County Board of commissioners met in a duty advised meeting on
July 22, 2024.

2.

During such meeting, the Board voted to go into closed session.

3.

The executive session was called to order at 6:35 a.m./p.m.

4.

The subject matter of the closed portion of the meeting was devoted to the following matter(s) within the exceptions provided in the open meetings law:

_____ Consultation with the county attorney or legal counsel to discuss pending or potential litigation, settlement, claims, administrative proceedings, or other judicial actions brought or to be brought by or against the county or any officer or employee or in which the county or any officer or employee may be directly involved as provided in O.C.G.A. § 50-14-2(1)

_____ Discussion of tax matters made confidential by the state law as provided by O.C.G.A. § 50-14-2(2) and *(insert the citation to the legal authority making the tax matter confidential)* _____

_____ Discussion or voting on

_____ Authorizing a settlement as provided in O.C.G.A. § 50-14-3(b)(1)(A)

_____ Authorizing negotiations to purchase, dispose of, or lease property as provided in O.C.G.A. § 50-14-3(b)(1)(B)

_____ Authorizing an appraisal as provided in O.C.G.A. § 50-14-3(b)(1)(C)

_____ Entering a contract for the purchase, disposal of, or lease property as provided in O.C.G.A. § 50-14-3(b)(1)(D)

_____ Entering into an option to purchase, dispose of, or lease property as provided in O.C.G.A. § 50-14-3(b)(1)(E)

_____ Discussion or deliberation on the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a county officer or employee as provided in O.C.G.A. § 50-14-3(b)(2)

_____ Interviewing candidates for executive positions as provided in O.C.G.A. § 50-14-3(b)(2)

X Other (describe the exemption to the open meetings law): _____
_____ as provided in (insert the citation to the legal authority exempting the
topic) personnel, legal, & litigation

5.

____ During the course of the closed session devoted to exempt topics, an incidental remark regarding a non-exempt topic or an attempt to discuss a non-exempt topic was made.

____ The attempt was immediately ruled out of order and attempts to discuss same ceased immediately.

____ the attempt was immediately ruled out of order. However, the comments did not cease, so the closed/executive session was immediately adjourned without discussion or action being taken regarding any non-exempt topic.

6.

Minutes were taken of this meeting in accordance with O.C.G.A. § 50-14-3(e)(2)(C) and will be filled and help for in camera inspection only.

This 22 day of July, 2024.

Member

County Board Commissioners

Commissioner

Commissioner

Commissioner

Commissioner

Sworn to and subscribed before me this 22 day of

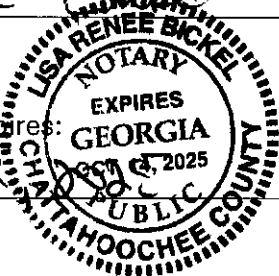
July 2024

Lisa Fisher

Notary Public

My Commission expires:

Oct. 14, 2025



4-H Renewal & Request for More Funding – to be added to agenda, request for more money pending. **COMMISSIONER FROST** did inquire about the level of participation and would like to know more information with the school. **COUNTY MANAGER WEAVER** informed him we still fund our portion, and that he would reach out to the 4H coordinator and see what further research he can get.

Conditional Use Permit Damon Hoyte 110 Stagecoach, (Approve/Deny/Table) – to be added to agenda.

CHAIRMAN COFFEY stated the Commission has contacted Sanford Bishops office due to the accident on Hwy 520, they are looking into the intersection to see what they can do to speed things along, they have reached out to **COUNTY MANAGER WEAVER** and given him a let date of October, so they should be breaking ground around the first of the year. We are waiting for an answer on maybe lowering the speed limit as well.

EXECUTIVE SESSION:

A Motion was made to go into executive session at 6:35 p.m. **Commissioner Frost** made the Motion, seconded by **Commissioner Douglas**. The vote to enter executive session was unanimous.

Regular meeting reconvened:

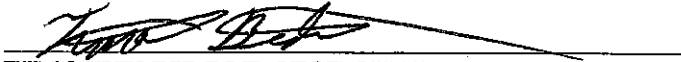
The regular meeting reconvened at 7:53 p.m. **Chairman Coffey** made the statement that the subjects discussed during the closed meetings were within the legal exceptions to the open meetings law and that no votes were cast within the session. Subjects discussed were legal matters, personnel and litigation.

ADJOURNMENT

There being no further business to be conducted by and with the Commission of the Unified Government of Cusseta-Chattahoochee County, Georgia, Chairman Coffey declared the Monday Work Session of the Board of Commissioners adjourned at 7:55 pm on Monday, July 24, 2024.



CHARLES COFFEY, CHAIRMAN



TIMOTHY BIDDLE, VICE CHAIRMAN



GERALD DOUGLAS, COMMISSIONER



DAMON HOYTE, COMMISSIONER



JASON FROST, COMMISSIONER

Aug 6, 2024
DATE APPROVED

I hereby certify that the foregoing documentation, the Minutes of the July 24, 2024, Work Session, was approved via majority vote by the Board of Commissioners in its Aug 6, 2024, regular meeting.

ATTESTED BY:



THOMAS WEAVER, COUNTY MANAGER
UNIFIED GOVERNMENT OF
CUSSETA-CHATTAHOOCHEE COUNTY

Seal:

