



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

Lisa Bickel, County Clerk
Bin Minter, County Attorney

MINUTES OF THE REGULAR MONTHLY MEETING

March 5, 2024

215 McNaughton St.

PRESENT:

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

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 9:31 a.m., with only three Commissioners present, and Commissioners Frost and Hoyte absent and live streaming on our Facebook page.

Regular meeting was called:

The regular meeting started at 9:31 a.m.

APPROVAL OF THE MINUTES OF THE FEBRUARY 6, 2024, REGULAR MEETING

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

APPROVAL OF THE FEBRUARY 6, 2024, EXECUTIVE SESSION MINUTES

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

APPROVAL OF THE FEBRUARY 26, 2024, WORK SESSION MINUTES

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

APPROVAL OF THE EXECUTIVE SESSION MINUTES OF FEBRUARY 26, 2024

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

OPEN FORUM

NONE

SPEAKER

NONE

OLD BUSINESS

ATTORNEY he has been asked by the Commission for an update on the 911, there has been some confusion on how it is being managed. When you look on the GEMA page it says Columbus, and that is not the case. He spoke with the Sheriffs office about this & they do know about this and that is does need updated. According to our 2020 agreement there was going to be an answering center and it would have a separate center. According to this agreement this one Board of Governors, EMA directors, Sheriff, County Manager, Superintendent of the school, Forestry Ranger, and Paramedic. The agreement we have seems incomplete due to lack of signatures, and the agreement itself is confusing due to its writing. Need to get better clarification on if the signatures were ever there, and if not need to get them if they were never there. **CHAIRMAN COFFEY** said we need to reach out to the Board of Governors for a 911 meeting again.

County Manager Updates Mrs. Bickel had two updates; one is there is an ABM zoom meeting Thursday at 2pm if any members of the Commission would like to attend. In December we applied for the GCIP, Georgia Certification Internship Program, our County was picked for this program.

NEW BUSINESS

ATTORNEY nothing that isn't on the agenda.

County Manager updates Mrs. Bickel we are starting up a newsletter again, it will be monthly in the water bill. We have gotten with Chamber and will have a meet & greet with the candidates on April 20th from 9:00-Noon at the Rec Center.

SPLOST 2025: Motion made by **Commissioner Biddle** to accept the SPLOST 2025, seconded by **Commissioner Douglas**. The vote was unanimous.

Barge Proposal Agreement: Motion made by **Commissioner Biddle** to accept the proposal, seconded by **Commissioner Douglas**. The vote was unanimous.

Vacation Policy: Motion made by **Commissioner Douglas** to accept the policy, seconded by **Commissioner Biddle**. The vote was unanimous.

2022/2023 AUDITS: Letter on payment, **CHAIRMAN COFFEY** stated that we sent the audits to state and the auditor did not have the correct license and now we are getting a third audit, we have no audit to vote on at this time. We will table at this time, Motion to table made by **Commissioner Biddle**, seconded by **Commissioner Douglas**. The vote was unanimous.

Reappointment of Brent Ingersoll for Planning & Zoning: Motion made by **Commissioner Biddle**, Seconded by **Commissioner Douglas**. The vote was unanimous.

Opioid Settlement Appointment: Motion to appoint **Commissioner Hoyte & Commissioner Biddle as a second**, made by **Commissioner Douglas**, Seconded by **Chairman Coffey**. The vote was unanimous.

PUBLIC HEARING APPROVAL/DENIAL Biddle: Motion to table until next meeting made by **Commissioner Douglas**, Seconded by **Commissioner Biddle**. The vote was unanimous. Intent is to table since Commissioner Biddle can not vote on his own.

PUBLIC HEARING DEBBIE HART APPROVAL/DENIAL: Motion to table until next meeting made by **Commissioner Biddle**, Seconded by **Commissioner Douglas**. The vote was unanimous.

PUBLIC HEARING TERI ROLAND APPROVAL/DENIAL: Motion to table until next meeting made by **Commissioner Biddle**, Seconded by **Commissioner Douglas**. The vote was unanimous.

Water Director Appointment: Motion to appoint Chris Tymes as Water Director made by **Commissioner Biddle**, Seconded by **Commissioner Douglas**. The vote was unanimous.

County Manager Appointment/Hire to be spoken in Executive Session.

EXECUTIVE SESSION:

Motion made to enter Executive Session at 10:00 a.m. made by **Commissioner Biddle**, Seconded by **Commissioner Douglas**. The vote was unanimous.

Regular Meeting reconvened:

The regular meeting reconvened at 11:30 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. He mentioned we had a public speaker and our County Attorney will send a follow up letter. Also discussed potential hire for County Manager.

Motion was made by **Commissioner Douglas** to make an offer to Thomas Weaver, Seconded by **Commissioner Biddle**. The vote was unanimous. **Chairman Coffey** asks that Mr. Weaver come to our next meeting, and it will be a called meeting and **Commissioner Biddle** asked why not go ahead and put the public Hearings on that meeting as well.

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 11:35 am on Tuesday, March 5, 2024.



CHARLES COFFEY, CHAIRMAN



TIMOTHY BIDDLE, VICE CHAIRMAN



GERALD DOUGLAS, COMMISSIONER

Absent

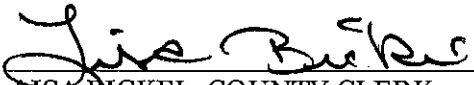
DAMON HOYTE, COMMISSIONER

Absent

JASON FROST, COMMISSIONER

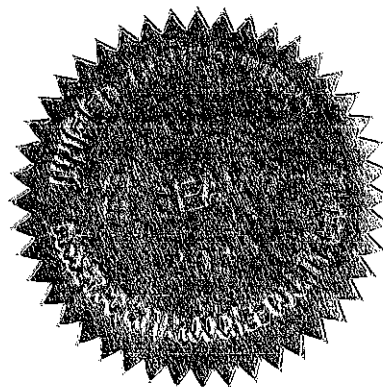
April 2, 2024
DATE APPROVED

I hereby certify that the foregoing documentation, the Minutes of the March 5, 2024, Regular Meeting, was approved via majority vote by the Board of Commissioners in its April 2, 2024 regular meeting.

ATTESTED BY: 

LISA BICKEL, COUNTY CLERK
UNIFIED GOVERNMENT OF
CUSSETA-CHATTAHOOCHEE COUNTY

Seal:



STATE OF GEORGIA
CHATTAHOOCHEE COUNTY

RESOLUTION NO. 2024-2

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE UNIFIED GOVERNMENT OF CUSSETA-CHATTAHOOCHEE COUNTY, GEORGIA, IMPOSING AND CONTINUING A COUNTY ONE PERCENT (1%) SALES AND USE TAX AS AUTHORIZED BY PART 1 OF ARTICLE 3 OF CHAPTER 8 OF TITLE 48 OF THE OFFICIAL CODE OF GEORGIA ANNOTATED, SPECIFYING THE PURPOSES FOR WHICH THE PROCEEDS OF SUCH TAX ARE TO BE USED; SPECIFYING THE PERIOD OF TIME FOR WHICH SUCH TAX SHALL BE IMPOSED; SPECIFYING THE ESTIMATED MAXIMUM COST OF THE FACILITIES TO BE FUNDED FROM THE PROCEEDS OF SUCH TAX; AND REQUESTING THE ELECTION SUPERINTENDENT TO CALL AN ELECTION OF THE VOTERS OF CUSSETA-CHATTAHOOCHEE COUNTY TO APPROVE THE IMPOSITION OF SUCH SALES AND USE TAX; APPROVING THE FORM OF BALLOT TO BE USED IN SUCH AN ELECTION; AND FOR OTHER PURPOSES.

WHEREAS, Part 1 of Article 3 of Chapter 8 of Title 48 of the Official Code of Georgia Annotated, (the "Act") authorizes the imposition of a one percent (1%) sales and use tax designated as a Special Purpose Local Option Sales Tax (the "SPLOST") for the purpose of, among other things, financing certain capital outlay projects which include those set forth herein; and

WHEREAS, Cusseta-Chattahoochee County is a unified government with powers and jurisdiction throughout the territorial limits of Cusseta-Chattahoochee County which has been vested with the governmental and corporate powers, duties and functions previously vested in the City of Cusseta and the County of Chattahoochee, as specifically set forth in the Cusseta-Chattahoochee Charter, Georgia Laws 2004, page 4811; and

WHEREAS, the Board of Commissioners of Cusseta-Chattahoochee County, Georgia (the "Board of Commissioners") has determined that it is in the best interest of the citizens of Cusseta-Chattahoochee County, Georgia (the "County") that a one percent (1%) SPLOST be imposed in the County to raise not more than EIGHT MILLION DOLLARS (\$8,000,000.00) for the purpose of funding capital outlay projects (the "Projects"); and

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of Cusseta-Chattahoochee County, Georgia as follows:

- A. Assuming the question of the continuance and imposition of a County SPLOST is approved by the voters of Cusseta Chattahoochee County, Georgia in the election hereinafter referred to, the SPLOST shall be continued and imposed for the term, purposes, and costs as follows:

1. In order to finance the Projects described herein, a SPLOST in the amount of one percent (1%) on all sales and use taxes in the County is hereby authorized to be levied and collected within the County as provided in the Act.
2. The proceeds of such tax are to be used to fund the Projects. The Projects consist of "County Projects". The County Projects and their estimated maximum costs are set forth below.

COUNTY PROJECTS

	<u>Costs</u>
Fire/EMS Department Upgrades	\$500,000.00
Public Safety Vehicles	\$250,000.00
Upgrades for Office for Superior Court Clerk	\$50,000.00
Upgrades to County Building on McNaughton St.	\$200,000.00
Roads, Streets, and Bridges	\$1,750,000.00
County Government Vehicles	\$200,000.00
Water, Sewer, Utilities, & Stormwater Drainage	\$2,500,000.00
Upgrades to Recreation Projects	\$2,500,000.00
Upgrades to Court House	\$50,000.00

3. The SPLOST is to be imposed for a period of five (5) years.

B. Call for the Election; Ballot Form; Notice.

1. The election Superintendent of Cusseta-Chattahoochee County is hereby requested to call an election in all voting precincts in the County on the 5th day of November 2024, for the purpose of submitting to the qualified voters of the County the question set forth in paragraph 2 below.
2. The ballot to be used in the election shall have written or printed thereon substantially the wording described on Exhibit "B" attached hereto.
3. It is hereby requested that the election be held by the Election Superintendent of Cusseta-Chattahoochee County in accordance with the election laws for the State of Georgia, including, without limitation, the election laws relating to special elections. It is hereby further requested that the Election Superintendent of Cusseta-Chattahoochee County canvass the returns, declare the results of the election and certify the results to the Secretary of State and to the State of Revenue Commissioners.
4. The Election Superintendent of the Cusseta-Chattahoochee County is hereby authorized and requested to publish a notice of the election as a required by law in the newspaper in which Sheriff's advertisements for the County are published once a week for four weeks immediately preceding the date of the election. The notice of the election shall be in substantially the form attached hereto as Exhibit "A".

BARGE DESIGN SOLUTIONS, INC.

PROFESSIONAL SERVICES AGREEMENT

This agreement is made as of December 19, 2023 by and between Unified Government of Cusseta – Chattahoochee County (**Client**) and Barge Design Solutions, Inc. (**BARGE**) for professional services for the assignment described as follows:

Project: Engineering Work for Defense Community Infrastructure Pilot Program

Location: Columbus, GA

Description of Project:

The UGOCCC is looking at options for sanitary sewer service to provide opportunities for growth in the county by attracting commercial industry along their Highway 520 and Highway 27 corridor. This project consists of preparing an engineering report to compare up to three alternatives to provide reliable sanitary sewer service to the area.

- I. **PROFESSIONAL SERVICES:** **BARGE** agrees to perform the following Basic Services under this contract:

Barge will provide the services described in Exhibit A.

- II. **COMPENSATION:** **Client** shall compensate **BARGE** for the Basic Services as follows:

<input type="checkbox"/>	Cost Plus in accordance with the rate schedule attached as Exhibit "A" including applicable reimbursables.		
<input type="checkbox"/>	Estimated Fee \$	or Maximum Fee \$	
<input checked="" type="checkbox"/>	Lump Sum	\$ 16,600.00	
<input type="checkbox"/>	Percentage of Construction Cost %	Estimated Fee \$	
<input type="checkbox"/>	Other (specify)		

In addition, **Client** shall pay **BARGE** for additional services performed beyond the Basic Services in accordance with the hourly rate schedule attached as Exhibit "A" to this Agreement.

- III. **PAYMENTS:** Invoices for services rendered will be issued monthly, and payment is due upon receipt of each invoice. Unless special arrangements are made, a finance charge of 1.5% per month will be added to unpaid balances more than thirty (30) days old. In the event **BARGE** is successful in any legal action to enforce the payment terms of this agreement, **BARGE** shall be entitled to a judgment for its reasonable attorneys' fees, court costs, and other legal expenses.
- IV. **TIME:** Unless agreed otherwise in writing, **BARGE** will commence its services within a reasonable time after receipt of an executed copy of this Agreement, which in any case shall not exceed 30 days, subject to the conditions below in this Section IV. **BARGE** will perform its services in a timely manner commensurate with the exercise of due professional care. Time for performance shall be extended as necessary for delays or suspensions due to circumstances beyond **BARGE's** control. If such delay or suspension extends more than three months (cumulatively), **BARGE's** compensation shall be equitably adjusted.

- C. The Clerk of the Board of Commissioners is hereby authorized and directed to deliver a copy of the resolution to the Elections Superintendent of Cusseta-Chattahoochee County with a request that the Election Superintendent of Cusseta-Chattahoochee County issue the call for and election.
- D. The proper officers and agents of the County are hereby authorized to take any and all further actions as may be required in connection with the imposition of SPLOST.
- E. The Resolution shall take effect immediately upon its adoption.

Enacted this 6 day of March, 2024.

UNIFIED GOVERNMENT OF CUSSETA-
CHATTAHOOCHEE COUNTY, GEORGIA

 Charles Coffey
Chairman, Board of Commissioners

ATTEST:




County Clerk



- V. **SUSPENSION OF SERVICES:** If **Client** fails to pay any invoice when due or otherwise is in material breach of this Agreement, **BARGE** may at its sole discretion suspend performance of services upon fifteen (15) days' written notice to **Client**. **BARGE** shall have no liability to **Client**, and **Client** agrees to make no claim for any delay or damage as a result of such suspension. Upon cure of the cause of the suspension, **BARGE** shall resume services within a reasonable time, and there shall be an equitable adjustment of the project schedule and fees to reflect the effects of such suspension.
- VI. **STANDARD OF CARE:** Notwithstanding any other provision of this Agreement or any other document describing the services, **BARGE** shall perform its services in accordance with the standard of professional care ordinarily exercised under similar circumstances by reputable members of its profession in the same locality at the time the services are provided. No warranty, expressed or implied, is made or intended by **BARGE**. The parties further agree that **BARGE** is not a fiduciary of **Client**.
- VII. **TERMINATION:** The obligation to provide further services under this Agreement may be terminated without cause by either party upon thirty (30) days' written notice to the other party. On termination by either the **Client** or **BARGE**, **Client** shall pay **BARGE** all amounts due for any services performed to the date of termination (plus all reimbursable expenses incurred).
- VIII. **OWNERSHIP AND REUSE OF DOCUMENTS:** All documents, including without limitation, drawings, specifications, and reports prepared by **BARGE** pursuant to this Agreement are instruments of professional service. **BARGE** shall own all legal and equitable rights therein, including copyrights. Such instruments are not intended or represented to be suitable for reuse by **Client** or others for additions or modifications of the Project or on any other project. Any reuse without written consent of **BARGE** shall be at **Client's** sole risk and without liability to **BARGE**; and to the fullest extent permitted by law, **Client** shall indemnify, defend, and hold harmless **BARGE** from and against any and all claims, damages, losses, and expenses, including reasonable attorneys' fees and costs of defense arising out of or resulting therefrom. **BARGE** shall be entitled to further compensation for services it is requested to perform in connection with any reuse of its instruments of professional service.
- IX. **ACCESS TO THE SITE/JOB SITE SAFETY:** Unless otherwise stated, **BARGE** will have access to the site for activities necessary for the performance of its services. **Client** agrees that **BARGE** shall have no responsibility for the means, methods, sequences, procedures, techniques, and scheduling of construction, as these decisions are solely the responsibility of the contractors. **BARGE** further shall have no authority or duty to supervise the construction workforce and shall not be responsible for jobsite safety or for any losses or injuries that occur at the Project site.
- X. **INSURANCE:** **BARGE** shall provide evidence of insurance coverage in the following minimum amounts:
- Worker's Compensation Statutory
 - Employer's Liability \$500,000
 - Commercial General Liability \$1,000,000 per occurrence and in the aggregate
 - Automobile Liability \$1,000,000 per occurrence and in the aggregate
 - Professional Liability \$1,000,000 per claim and in the aggregate
 - Cyber and/or Network Privacy Security \$1,000,000 per claim and in the aggregate.
- XI. **RISK ALLOCATION:** In recognition of the relative risks, rewards, and benefits of the Project to both **Client** and **BARGE**, to the fullest extent permitted by law, the parties agree to allocate the

risks such that **BARGE's** total liability to **Client** for any and all injuries, claims, losses, expenses, damages, and/or claim expenses arising out of **BARGE's** services under this Agreement from any cause or causes shall not exceed the limits of insurance proceeds available. Both parties agree to a waiver of consequential damages. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

- XII. DISPUTE RESOLUTION:** It is agreed that all claims, disputes, or other matters in question arising out of or related to this Agreement shall be submitted to nonbinding mediation before any legal proceeding is commenced. The parties shall equally bear the fees and expenses charged by the mediator.
- XIII. OPINIONS OF CONSTRUCTION COST:** Any opinion of probable construction cost prepared by **BARGE** represents the judgment of one or more **BARGE** design professionals and is supplied for general guidance of **Client**. Since **BARGE** has no control over the construction marketplace and does not use the same pricing methods used by contractors, **BARGE** does not guarantee the accuracy of such opinions.
- XIV. GOVERNING LAW:** Unless otherwise specified within this Agreement, this Agreement shall be governed by the laws of the State of Georgia. Venue shall be the United States District Court for the Middle District of Georgia or the Superior Court for Chattahoochee County, Georgia.

Unified Government of Cusseta – Chattahoochee County	Barge Design Solutions, Inc.
By: 	By: 
Printed Name: <i>Charles Coffey</i>	Printed Name: Ben Adams
Title: <i>Board of Commission Chairman</i>	Title: Vice President
Address: <i>215 McNaughton St. Cusseta, GA. 31805</i>	Address: 1201 Front Avenue, Suite F Columbus, GA 31901
Date Signed: <i>3-5-2024</i>	Date Signed: 03-07-2024
Tax I.D. Number: <i>57-1179239</i>	

**UNIFIED GOVERNMENT OF CUSSETA-CHATTAHOOCHEE COUNTY
POLICIES AND PROCEDURES**

HR – LEAVE MANAGEMENT

Annual Leave

420.03

PURPOSE

Annual leave is a type of paid leave accrued by an employee based on length of service and utilized under certain conditions. Annual leave is considered a benefit for eligible employees.

POLICY

There shall be a consistent process for the accrual and use of annual leave of regular full-time and part-time County employees.

PROCEDURE

Eligibility for Annual Leave

All regular full-time and regular part-time employees of Chattahoochee County shall be eligible to accrue annual leave.

Accrual Rate of Annual Leave

Vacation will be accrued every pay period beginning July 1st.

Employees employed under three years will accrue **1.54** each pay period to a total of **40** hours.

Employees employed over three years will accrue **3.077** each pay period to a total of **80** hours.

If you request vacation for hours not accrued, it will be left at the discretion of your director to allow the time to be taken, however if allowed it will put your vacation time in the negative. Final approval will be at the discretion of the County Manager.

Maximum limit of annual leave to be in the negative at one time not to go over 40 hours.

If an employee quits or is terminated with their vacation time in the negative it will be deducted from their final check.

New employees will be prorated for vacation time after they satisfactorily fulfill their 90 days introductory period per pay period.

The earliest possible notice of intent to take annual leave shall be given by employees who are eligible to take annual leave. A request for annual leave shall be submitted to the employee's immediate supervisor a minimum of five days in advance.

RESOLUTION REAPPOINTING A MEMBER TO THE CUSSETA- CHATTAHOOCHEE COUNTY PLANNING COMMISSION

WHEREAS, the Commission of Cusseta-Chattahoochee County, Georgia (herein after called "Commission") is authorized by state statute to appoint members to the Cusseta-Chattahoochee County Planning Commission; and

WHEREAS, Brent Ingersoll was previously appointed to serve on the Planning & Zoning Commission for a term expiring in December 31, 2023; and

WHEREAS, it is the desire of the Commission to reappoint Brent Ingersoll to fill the vacancy on the Planning & Zoning Commission;


THEREFORE BE IT RESOLVED, that the Commission has unanimously approved the immediate appointment of Brent Ingersoll to the Cusseta-Chattahoochee County Planning Commission for that certain term which expires in December 31, 2026.

APPROVED AND ADOPTED by the Commission of Cusseta-Chattahoochee County, Georgia this 5th day of March, 2024.



CHARLES COFFEY, CHAIRMAN

ATTESTED

BY: 
LISA BICKEL, COUNTY CLERK
**UNIFIED GOVERNMENT OF CUSSETA-
CHATTAHOOCHEE COUNTY, GEORGIA**

Seal:

