



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

Nov. 12, 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 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, and live streaming on our Facebook page.

APPROVAL OF THE MINUTES OF THE OCT 1, 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 OCT 1, 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 OCT 28, 2024, BOC WORK SESSION MINUTES

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

OPEN FORUM

NONE

SPEAKER

WARREN WILLIAMS, says he is coming as a representative for many citizens of the county, he believes things are being mismanaged and misled and that the citizens suffer from retaliation, he can speak as one. He asked that the Commission hears his voice, it is not about race, color, gender, it is about human decency and respect and integrity. He went on to say that in Chattahoochee County a dark cloud hangs over us, mismanagement and lack of respect has created fear and lack of trust with the citizens. The citizens feel ignored and disrespected by the elected officials, he asks the Commission to do their job that they were elected to do, and not just their personnel interests, he says that our county has been laughed at. He stated that there

are signs aimed towards the Chairman that have been taken up, and a Chairman accused of more than one homestead on a property, and then when the signs came out the taxes were paid. Mr. Williams also stated that people are hiring friends and family, and rehiring as well, and that there are more girlfriends and boyfriends on county payroll than should be. He stated that is hard to manage friends and family due to the fact that you will let them get away with things, he also stated that the Magistrate Court Judge is being investigated. He stated the mismanagement has caused a toxic environment for Chattahoochee County for those that want to be heard, he said change must come. He lives on Hwy 137, and has many relatives on Hwy 137, but when he came to request to be put on the agenda, the next day, the Tax Assessor paid a visit to his property, but nobody else received a visit, he feels like they targeted him and nobody else. He then asked the Chairman if he filed for homestead on multiple properties and he asked if the comments on Facebook on going to be turned off now, so the people of the community can't be heard. **Commissioner Hoyte** thanked Mr. William and agreed the Facebook comments should be shown, second the retaliation will not be tolerated, he will investigate himself, as far as the other allegations, **Mr. Hoyte** said he can't answer, that Mr. Coffey will have to answer if he chooses to. **Chairman Coffey** asked the Commission if they had any comments or concerns, no one did.

OLD BUSINESS

ATTORNEY is still getting with the cemetery committee to work on the ordinance, will update once they have the dates. Other old business is the lawsuit of Commissioner Hoyte is suing the county for \$5million, concerning the signs, there were several political signs placed throughout the county right of way, any signs placed on county right of way can be moved. In the appeal from the magistrate court decision, that arose from Commissioner Hoyte, it will be on Dec. 6th, the county has filed an answer to dismiss all claims on Dec. 6th as well. When it comes to the Facebook page, there might be a policy, he will get with the County Manager, it is perfectly legitimate for the County to get rid of certain things. Also remind Commissioner Hoyte that if he takes action on certain items, he might have a conflict of interest.

County Manager discussed at Work Session, HB 581 did pass, County is automatically enrolled, put on Work Session, and unless you guys want to opt out, we don't have to do anything. SPLOST referendum did Pass, we will get to the state. Public Hearing date rescheduled for Dec. 3rd.

NEW BUSINESS

ATTORNEY HB 581 the County can opt out, and can go back in later, but it would be a process. The Conditional Use Permits, if the Planning & Zoning wants Bin to be there he will.

County Manager would like to thank the staff that came in and helped with Elections, they were there until midnight. Sumter Electric and economic Development is requesting a letter of support which will help with getting Charter/Spectrum Internet. **Commissioner Biddle** asked about the Roundabout and CW Matthews starting the project, The County Manager stated yes, it is underway.

AGENDA ITEMS

Board of Education to use Old City Hall Building: Motion to approve, made by **Commissioner Hoyte** to, seconded by **Commissioner Biddle**. The vote was unanimous.

Purchase Truck For EMA: Motion to approve, by **Commissioner Biddle**, seconded by **Commissioner Frost**. The vote was unanimous.

Reappoint Mattye Kinney to IDA: Motion made by **Commissioner Biddle**, seconded by **Commissioner Frost**. The vote was unanimous.

Reappoint Gene Burgamy to IDA: Motion made by **Commissioner Hoyte**, seconded by **Commissioner Biddle**. The vote was unanimous.

Board Of Elections 2nd Reading Ordinance: Motion to approve by **Commissioner Frost**, seconded by **Commissioner Douglas**. The Vote was unanimous.

Cemetery Bylaws: Motion to table Dec. 3rd by **Commissioner Frost**, seconded by **Commissioner Frost**. The Vote was unanimous

CHAIRMAN COFFEY stated he doesn't have to respond, but pursuant to Mr. Williams and his questions, it would be difficult for anyone to care more than he does for this county, there is nothing that this county has that he wants or desires, he does this for the citizens and the county. That's why he does this to make the county a better place. To answer the question about the tax fraud, that is not true, to request for a homestead you have to request in writing and he has only ever done so on one piece of property, he has never excluded his from the public like some have, there was a piece of property that he owns that the Tax Assessors found an error on, not a mistake on his part, it was multiple people in the county that had this issue. He does not owe the county thousands of dollars. As far as county employees being family, he has no family that works here related to him. He feels the people are owed an explanation, and that is his explanation. He thanked Mr. Williams for coming to the meeting.

EXECUTIVE SESSION:


A Motion was made to go into executive session at 10:46 a.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 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. Subjects discussed were legal issues.

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 11:36 am on Tuesday, November 12, 2024.


CHARLES COFFEY, CHAIRMAN


TIMOTHY BIDDLE, VICE CHAIRMAN


GERALD DOUGLAS, COMMISSIONER

unable to sign
DAMON HOYTE, COMMISSIONER

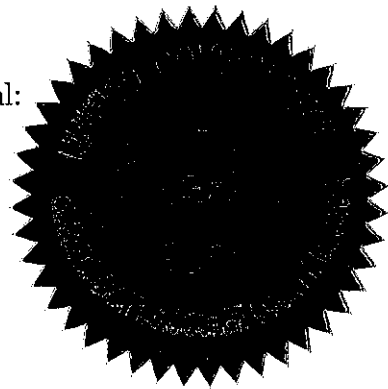

JASON FROST, COMMISSIONER

Dec. 3, 2024
DATE APPROVED

I hereby certify that the foregoing documentation, the Minutes of the Nov. 12, 2024, Regular Meeting, was approved via majority vote by the Board of Commissioners in its Dec. 3, 2024 regular meeting.

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

Seal:



Commercial Lease Agreement

This Lease Agreement made the 2nd day of September, 2024, by and between the Unified Government of Cusseta Chattahoochee County, of 215 McNaughton St. Cusseta, State of Georgia, hereinafter referred to as "Lessor", and Chattahoochee County Board of Education, of 326 Broad St. Cusseta, State of Georgia, hereinafter referred to as "Lessee", collectively referred to herein as the "Parties", agree as follows:

- I. **Property Description:** The Lessor agrees to lease to the Lessee the following building at address
Hereinafter known as the "Premises".
- II. **Lease Duration Length:** The term of this Lease will commence on December 30, 2025 unless specifically renewed by the Lessor.
- III. **Base Rent:** The base rent payment shall be payable in annual sum of 3600 reflecting the average annual utilities.
- IV. **Premises Use:** The Lessor is leasing the Premises to the Lessee and the Lessee is hereby agreeing to lease the Premises for the following use and purpose: daily district operations

Any change in use or purpose the Premises other than as described above shall be upon prior written consent of Lessor only.

V. **Option to Renew:** (Check One)

☐ - Lessee may not renew the Lease.

☒ - Lessee may have the right to renew the Lease with a total of an annual renewal period which may be exercised by giving written notice to Lessor no less than 60 days prior to the expiration of the Lease or renewal period.

Payment for each option period shall: (Check One)

☐ - Not increase.

☐ - Increase no more than 5%.

☒ - Increase based on total utility consumption as indicated by annual costs.

VI. Expenses:

It is the intention of the Parties that this Lease be considered a "Gross Lease" and as such, the Annual Payment is the entirety of payment. Therefore, the Lessee is not obligated to pay any additional expenses which includes real estate taxes, insurance (other than on the Lessee's personal property), charges or expenses of any nature whatsoever in connection with the ownership and operation of the Premises. The Lessor shall be obligated to maintain the general exterior structure of the Premises, in addition, shall maintain all major systems such as the heating, plumbing, and electrical. The parking area shall be maintained by the Lessor as well as the grounds and lands surrounding the Premises. The Lessor shall maintain at their expense casualty insurance for the Premises against loss by fire which will not include any extended coverage to tenants.

- 1) Insurance. Lessee shall maintain, at all times during the Term of this Lease, comprehensive general liability insurance in an insurance company licensed to do business in the Georgia in which the Premises are located and that is satisfactory to Lessor, properly protecting and indemnifying Lessor with single limit coverage for injury to or death of persons and for property damage. During the Term of this Lease, Lessee shall furnish the Lessor with certificate(s) of insurance, in a form acceptable to Lessor, covering such insurance so maintained by Lessee.

VII. Leasehold Improvements: The Lessee agrees that no leasehold improvements, alterations or changes of any nature shall be made to the leasehold premises or the exterior of the building without first obtaining the consent of the Lessor in writing, and thereafter, any and all leasehold improvements made to the Premises which become affixed or attached to the leasehold Premises shall remain the property of the Lessor at the expiration or termination of this Lease Agreement. Furthermore, any leasehold improvements shall be made only in accordance with applicable federal, state or local codes, ordinances or regulations, having due regard for the type of construction of the building housing the subject leasehold Premises. If the Lessee makes any allowable improvements to the Premises the Lessee shall be responsible payment.

Nothing in the Lease shall be construed to authorize the Lessee or any other person acting for the Lessee to encumber the rents of the Premises or the interest of the Lessee in the Premises or any person under and through whom the Lessee has acquired its interest in the Premises with a mechanic's lien or any other type of encumbrance. Under no circumstance shall the Lessee be construed to be the agent, employee or representative of Lessor. In the event a lien is placed against the Premises, through actions of the Lessee, Lessee will

promptly pay the same or bond against the same and take steps immediately to have such lien removed. If the Lessee fails to have the Lien removed, the Lessor shall take steps to remove the lien and the Lessee shall pay Lessor for all expenses related to the Lien and removal thereof and shall be in default of this Lease.

VIII. Licenses and Permits: A copy of any and all local, state or federal permits acquired by the Lessee which are required for the use of the Premises shall be kept on site at all times and shall be readily accessible and produced to the Lessor and/or their agents or any local, state, or federal officials upon demand.

IX. Obligations of Lessee: The Lessee shall be primarily responsible whenever needed for the maintenance and general pickup of the entranceway leading into the Premises, so that this is kept in a neat, safe and presentable condition. The Lessee shall also be responsible for all minor repairs and maintenance of the leasehold Premises, particularly those items which need immediate attention and which the Lessees, or their employees, can do and perform on their own, including but not limited to, the replacement of light bulbs, as well as the normal repair and cleaning of windows, cleaning and clearing of toilets, etc., and the Lessee shall properly maintain the Premises in a good, safe, and clean condition. The Lessee shall properly and promptly remove all rubbish and hazardous wastes and see that the same are properly disposed of according to all local, state or federal laws, rules regulations or ordinances.

In the event the structure of the Premises is damaged as a result of any neglect or negligence of Lessee, their employees, agents, business invitees, or any independent contractors serving the Lessee or in any way as a result of Lessee's use and occupancy of the Premises, then the Lessee shall be primarily responsible for seeing that the proper claims are placed with the Lessee's insurance company, or the damaging party's insurance company, and shall furthermore be responsible for seeing that the building is safeguarded with respect to said damage and that all proper notices with respect to said damage, are made in a timely fashion, including notice to the Lessor, and the party or parties causing said damage. Any damage that is not covered by an insurance company will be the liability of the Lessee.

The Lessee shall, during the term of this Lease, and in the renewal thereof, at its sole expense, keep the interior of the Premises in as good a condition and repair as it is at the date of this Lease, reasonable wear and use excepted. This obligation would include the obligation to replace any plate glass/furniture damaged as a result of the neglect or acts of Lessee or her guests or invitees. Furthermore, the Lessee shall not knowingly commit nor permit to be committed any act or thing contrary to the rules and regulations prescribed from time to time by any federal, state or local authorities and shall expressly not be allowed to keep or maintain any hazardous waste materials or contaminates on the Premises. Lessee shall also be responsible for the cost, if any, which would be

incurred to bring her contemplated operation and business activity into compliance with any law or regulation of a federal, state or local authority.

X. **Insurance:** In the event the Lessee shall fail to obtain insurance required hereunder and fails to maintain the same in force continuously during the term, Lessor may, but shall not be required to, obtain the same and charge the Lessee for same as additional rent. Furthermore, Lessee agrees not to keep upon the Premises any articles or goods which may be prohibited by the standard form of fire insurance policy, and in the event the insurance rates applicable to fire and extended coverage covering the Premises shall be increased by reason of any use of the Premises made by Lessee, then Lessee shall pay to Lessor, upon demand, such increase in insurance premium as shall be caused by said use or Lessee's proportionate share of any such increase.

XI. **Sublet/Assignment:** The Lessee may not transfer or assign this Lease, or any right or interest hereunder or sublet said leased Premises.

XII. **Damage to Leased Premises:** In the event the building housing the Premises shall be destroyed or damaged as a result of any fire or other casualty which is not the result of the intentional acts or neglect of Lessee and which precludes or adversely affects the Lessee's occupancy of the Premises, then in every such cause, the utilities in lieu of rent herein set forth shall be abated or adjusted according to the extent to which the leased Premises have been rendered unfit for use and occupation by the Lessee and until the demised Premises have been put in a condition at the expense of the Lessor, at least to the extent of the value and as nearly as possible to the condition of the Premises existing immediately prior to such damage. It is understood, however, in the event of total or substantial destruction to the Premises that in no event shall the Lessor's obligation to restore, replace or rebuild exceed an amount equal to the sum of the insurance proceeds available for reconstruction with respect to said damage.

XIII. **Default and Possession:** In the event that the Lessee shall fail to pay said utilities in lieu of rent, and expenses as set forth herein, or any part thereof, when the same are due and payable, or shall otherwise be in default of any other terms of said Lease for a period of more than 15 days, after receiving notice of said default, then the parties hereto expressly agree and covenant that the Lessor may declare the Lease terminated and may immediately re-enter said Premises and take possession of the same together with any of Lessee's personal property, equipment or fixtures left on the Premises which items may be held by the Lessor as security for the Lessee's eventual payment and/or satisfaction of rental defaults or other defaults of Lessee under the Lease. It is further agreed, that if the Lessee is in default, that the Lessor shall be entitled to take any and all action to protect its interest in the personal property and equipment, to prevent the unauthorized removal of said property or equipment which threatened action would be deemed to constitute irreparable harm and injury to the Lessor in violation of its security interest in said items of personal property. Furthermore, in the event of default, the Lessor may expressly

undertake all reasonable preparations and efforts to release the Premises including, but not limited to, the removal of all inventory, equipment or leasehold improvements of the Lessee's, at the Lessee's expense, without the need to first procure an order of any court to do so, although obligated in the interim to undertake reasonable steps and procedures to safeguard the value of Lessee's property, including the storage of the same, under reasonable terms and conditions at Lessee's expense, and, in addition, it is understood that the Lessor may sue the Lessee for any damages or past rents due and owing and may undertake all and additional legal remedies then available.

In the event any legal action has to be instituted to enforce any terms or provisions under this Lease, then the prevailing party in said action shall be entitled to recover a reasonable attorney's fee in addition to all costs of said action.

XIV. Indemnification: The Lessee hereby covenants and agrees to indemnify, defend and hold the Lessor harmless from any and all claims or liabilities which may arise from any cause whatsoever as a result of Lessee's use and occupancy of the Premises, and further shall indemnify the Lessor for any losses which the Lessor may suffer in connection with the Lessee's use and occupancy or care, custody and control of the Premises. The Lessee also hereby covenants and agrees to indemnify and hold harmless the Lessor from any and all claims or liabilities which may arise from any latent defects in the subject Premises that the Lessor is not aware of at the signing of the lease or at any time during the lease term.

XV. Subordination and Attornment: Upon request of the Lessor, Lessee will subordinate its rights hereunder to the lien of any mortgage now or hereafter in force against the property or any portion thereof, and to all advances made or hereafter to be made upon the security thereof, and to any ground or underlying lease of the property provided, however, that in such case the holder of such mortgage, or the Lessor under such Lease shall agree that this Lease shall not be divested or in any way affected by foreclosure, or other default proceedings under said mortgage, obligation secured thereby, or Lease, so long as the Lessee shall not be in default under the terms of this Lease. Lessee agrees that this Lease shall remain in full force and effect notwithstanding any such default proceedings under said mortgage or obligation secured thereby. Lessee shall, in the event of the sale or assignment of Lessor's interest in the building of which the Premises form a part, or in the event of any proceedings brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage made by Lessor covering the Premises, attorn to the purchaser and recognize such purchaser as Lessor under this Lease.

XVI. Miscellaneous Terms:

- 1) Usage by Lessee: Lessee shall comply with all rules, regulations and laws of any governmental authority with respect to use and occupancy. Lessee shall not conduct or permit to be conducted upon the Premises any business or permit any act which is contrary to or in violation of any law, rules or regulations and requirements that may be imposed by any authority or any insurance company with which the Premises is insured, nor will the Lessee allow the Premises to be used in any way which will invalidate or be in conflict with any insurance policies applicable to the building. In no event shall explosives or extra hazardous materials be taken onto or retained on the Premises.
- 2) Signs: Lessee shall not place on any exterior door, wall or window of the Premises any sign or advertising matter without Lessor's prior written consent and the approval of the elected county Commissioners. Thereafter, Lessee agrees to maintain such sign or advertising matter as first approved by Lessor in good condition and repair. Furthermore, Lessee shall conform to any uniform reasonable sign plan or policy that the Lessor may introduce with respect to the building. Upon vacating the Premises, Lessee agrees to remove all signs and to repair all damages caused or resulting from such removal.
- 3) Pets: Unless otherwise stated in this Lease Agreement, the only pets that shall be allowed on the Premises are those needed legally due to a disability or handicap.
- 4) Condition of Premises/Inspection by Lessee: The Lessee has had the opportunity to inspect the Premises and acknowledges with its signature on this lease that the Premises are in good condition and comply in all respects with the requirements of this Lease. Furthermore, the Lessor makes no representation or warranty with respect to the condition of the Premises or its fitness or availability for any particular use, and the Lessor shall not be liable for any latent or patent defect therein. Furthermore, the Lessee represents that Lessee has inspected the Premises and is leasing and will take possession of the Premises with all current fixtures present in their "as is" condition as of the date hereof.
- 5) Right of Entry: It is agreed and understood that the Lessor and its agents shall have the complete and unencumbered right of entry to the Premises at any time or times for purposes of inspecting or showing the Premises and for the purpose of making any necessary repairs to the building or equipment as may be required of the Lessor under the terms of this Lease or as may be deemed necessary with respect to the inspection, maintenance or repair of the building.

XVII. Estoppel Certificate: Lessee at any time and from time to time, upon at least ten (10) days prior notice by Lessor, shall execute, acknowledge and

deliver to Lessor, and/or to any other person, firm or corporation specified by Lessor, a statement certifying that the Lease is unmodified and in full force and effect, or if the Lease has been modified, then that the same is in full force and effect except as modified and stating the modifications, stating the dates to which the fixed rent and additional rent have been paid, and stating whether or not there exists any default by Lessor under this Lease and, if so, specifying each such default.

XVIII. **Holdover:** Should Lessee remain in possession of the Premises after the cancellation, expiration or sooner termination of the Lease, or any renewal thereof, without the execution of a new Lease or addendum, such holding over in the absence of a written agreement to the contrary shall be deemed, if Lessor so elects, to have created and be construed to be a tenancy from month to month, terminable upon thirty (30) days' notice by either party.

XIX. **Waiver:** Waiver by Lessor of a default under this Lease shall not constitute a waiver of a subsequent default of any nature.

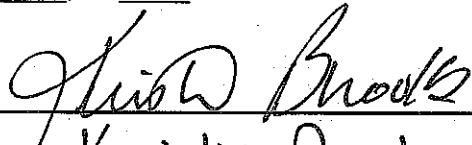
XX. **Governing Law:** This Lease shall be governed by the laws of the State of Georgia.

XXI. **Amendment:** No amendment of this Lease shall be effective unless reduced to writing and subscribed by the parties with all the formality of the original.

XXII. **Binding Effect:** This Lease and any amendments thereto shall be binding upon the Lessor and the Lessees and/or their respective successors, heirs, assigns, executors and administrators.

IN WITNESS WHEREOF, the parties hereto set their hands and seal this ____ day of _____, 20____.

Lessee's Signature: _____



Printed Name: _____

Kristie Brooks

Date: _____

12-5-24

Lessor's Signature: _____



Printed Name: _____

Thomas Weaver

Date: _____

12/5/24

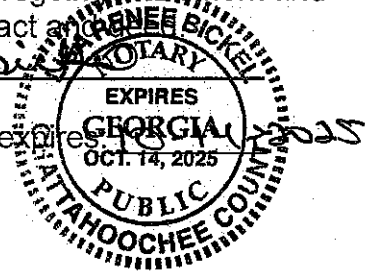
ACKNOWLEDGMENT OF NOTARY PUBLIC

STATE OF Georgia
Chattahoochee County, ss.

On this 5th day of December, 2024, before me appeared Thomas Weaver, as LESSOR of this Commercial Lease Agreement who proved to me through government issued photo identification to be the above-named person, in my presence executed foregoing instrument and acknowledged that they executed the same as their free act and deed.

Lisa Bickel
Notary Public

My commission expires 10/14/2025



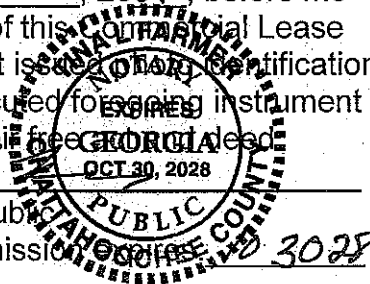
ACKNOWLEDGMENT OF NOTARY PUBLIC

STATE OF Georgia
Chattahoochee County, ss.

On this 5th day of December, 2024, before me appeared Kristie Brooks, as LESSEE of this Commercial Lease Agreement who proved to me through government issued photo identification to be the above-named person, in my presence executed foregoing instrument and acknowledged that they executed the same as their free act and deed.

Lisa Bickel
Notary Public

My commission expires 10/14/2025



**RESOLUTION REAPPOINTING A MEMBER TO THE INDUSTRIAL
DEVELOPMENT AUTHORITY**

WHEREAS, the Commission of Cusseta-Chattahoochee County, Georgia (herein after referred to as "Commission") is authorized by State Statute to appoint members to various Boards and organizations; and

WHEREAS, the Industrial Development Authority (IDA) was created for the public purpose of promoting and expanding business, industry and trade in Cusseta-Chattahoochee County, Georgia; and

WHEREAS there shall be five at large members appointed by the Cusseta-Chattahoochee County Board of Commission, who shall serve five-year terms; and

WHEREAS it is the desire of the Board of Commission to reappoint Mattye Kinney to a certain position on the IDA.

THEREFORE BE IT RESOLVED that the Commission has approved Mattye Kinney to fulfill that certain term on the Industrial Development Authority expiring on June 30, 2029.

APPROVED AND ADOPTED by the Commission of Cusseta-Chattahoochee County, Georgia this 12th day of November 2024.



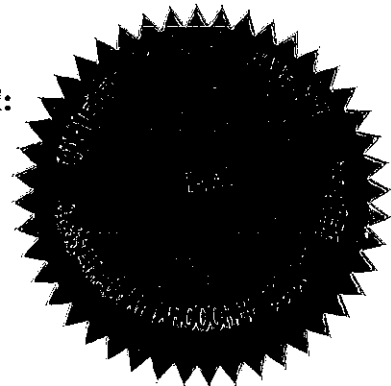
CHARLES COFFEY, CHAIRMAN

ATTESTED

BY: 

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

Seal:



**RESOLUTION APPOINTING A MEMBER TO THE INDUSTRIAL
DEVELOPMENT AUTHORITY**

WHEREAS, the Commission of Cusseta-Chattahoochee County, Georgia (herein after referred to as "Commission") is authorized by State Statute to appoint members to various Boards and organizations; and

WHEREAS, the Industrial Development Authority (IDA) was created for the public purpose of promoting and expanding business, industry and trade in Cusseta-Chattahoochee County, Georgia; and

WHEREAS there shall be five at large members appointed by the Cusseta-Chattahoochee County Board of Commission, who shall serve five-year terms; and

WHEREAS it is the desire of the Board of Commission to appoint Gene Burgamy to a certain position on the IDA.

THEREFORE BE IT RESOLVED that the Commission has approved Gene Burgamy to fulfill that certain term on the Industrial Development Authority expiring on June 30, 2029.

APPROVED AND ADOPTED by the Commission of Cusseta-Chattahoochee County, Georgia this 12th day of November 2024.



CHARLES COFFEY, CHAIRMAN

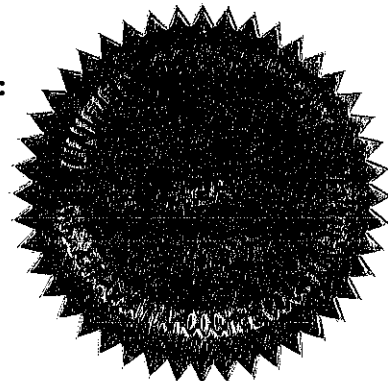
ATTESTED

BY:



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

Seal:



ORDINANCE NO. 2024-4

**A HOME RULE ORDINANCE TO AMEND THE CHARTER OF THE UNIFIED
GOVERNMENT OF
CUSSETA-CHATTACHOOCHEE COUNTY, GEORGIA**

WHEREAS, the General Assembly has mandated, pursuant to O.C.G.A. § 21-2-40.1(b), the creation of a board of elections in each county in which one does not already exist;

WHEREAS, OCGA § 21-2-40.1(b) specifically provides:

“In addition to and notwithstanding any provisions of Code Section 21-2-40 to the contrary, in any county in which the judge of the probate court serves as the election superintendent, and a local Act creating a board of elections or board of elections and registration for such county has not been adopted and taken effect on or before January 1, 2025, the governing authority of such county shall and is directed to create a board of elections and registration pursuant to subsection (b) of this Code section no later than December 15, 2024. Each such board of elections and registration shall assume the duties of the county’s election superintendent, shall have the powers and duties of the election superintendent relating to the conduct of primaries and elections, and shall have the powers and duties of a board of registrars relating to the registration of voters and absentee balloting procedures beginning on January 1, 2025”;

WHEREAS, Article IX, Section II, Paragraph I (b) (1) of the Constitution of the State of Georgia provides that certain local laws passed by the General Assembly may be amended or repealed by ordinance duly adopted at two regular consecutive meetings of the county governing authority not less than seven nor more than 60 days apart, provided notice containing a synopsis of the proposed amendment or repeal has been published in the official legal organ of the county once a week for three weeks within a period of 60 days immediately preceding the final adoption of the home rule ordinance, and provided a copy of the amendment or repeal, a copy of the

notice of publication, and an affidavit of a duly authorized representative of the legal organ attesting to publication of the notice have all been filed with the Georgia Secretary of State;

WHEREAS, the Board of Commissioners for the Unified Government of Cusseta-Chattahoochee County have duly adopted the proposed amendments to Article V of the Charter for the Unified Government of Cusseta-Chattahoochee attached hereto in EXHIBIT A at two regular consecutive meetings of the Board of Commissioners for the Unified Government of Cusseta-Chattahoochee County and the amendments have been duly published in the legal organ of the County once a week for three weeks in the previous sixty days; and

WHEREAS, the proposed amendments to Article V of the Charter for the Unified Government of Cusseta-Chattahoochee are not preempted or prohibited under Article IX, Section II, Paragraph I (c) of the Georgia Constitution;

NOW, THEREFORE, the Board of Commissioners of the Unified Government of Cusseta-Chattahoochee County, Georgia hereby ordains:

1.

Article V of the Charter for the Unified Government of Cusseta-Chattahoochee is hereby amended to include the addition of **Chapter 2 – Board of Elections**, as published in the attached EXHIBIT A.

2.

All ordinances or parts of ordinances in conflict herewith are hereby expressly repealed.

3.

This Ordinance shall take effect immediately upon its adoption and its filing with the Georgia Secretary of State.

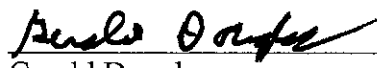
The foregoing Ordinance is adopted by the Commission of the Unified Government of Cusseta-Chattahoochee County, Georgia this 12th day of November, 2024.

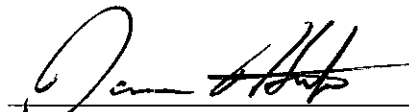
[signatures on following page]

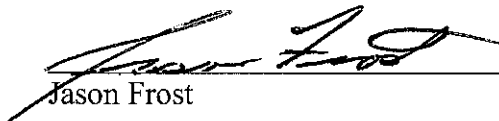
BOARD OF COMMISSION OF THE
UNIFIED GOVERNMENT OF CUSSETA-
CHATTAHOOCHEE COUNTY


Charles Coffey, Chairman voting ☒


Timothy Biddle, Vice-Chairman voting ☒


Gerald Douglas voting ☒



Damon Hoyte voting ☒

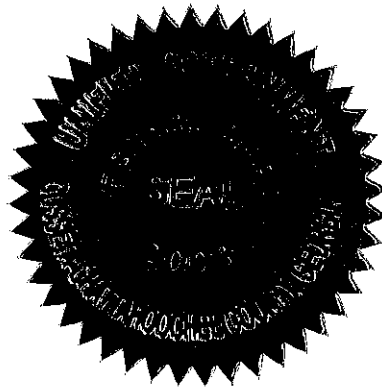

Jason Frost voting ☒

First Reading Sept. 25, 2024

Second Reading Nov. 12, 2024

Attest:


Clerk, Unified Government of
Cusseta-Chattahoochee County, Georgia



THE CHARTER OF THE UNIFIED GOVERNMENT OF CUSSETA-CHATTACHOOCHEE COUNTY, GEORGIA

ARTICLE V – ELECTIONS

CHAPTER 2. – BOARD OF ELECTIONS

Sec. 5-201. - Definitions.

As used in this act, the term:

- (1) "Board" means the Cusseta Chattahoochee County Board of Elections and Registration.
- (2) "Commissioners" means the Cusseta Chattahoochee County Board of Commissioners.
- (3) "County" means Cusseta Chattahoochee County.
- (4) "Election," "elector," "primary," and "public office" shall have the same meanings as ascribed to those terms by O.C.G.A. § 21-2-2, unless otherwise clearly apparent from the text of this act.

Sec. 5-202. – Purpose.

Pursuant to O.C.G.A. § 21-2-40.1, there is created a board of elections and registration for Cusseta-Chattahoochee County which shall have jurisdiction over the conduct of primaries and elections and the registration of electors in such county in accordance with the provisions of this act. Such board shall be known as the Board of Elections and Registration for the Unified Government of Cusseta-Chattahoochee County.

The board shall have the powers and duties of the election superintendent relating to the conduct of primaries and elections and shall have the powers and duties of a board of registrars relating to the registration of voters and absentee balloting procedures.

Sec. 5-203. – Board Authorized Generally.

(a) The board shall be composed of three members, each of whom shall be an elector and resident of the Cusseta-Chattahoochee County and shall be appointed by the county governing authority.

(b) The initial members of the board shall be appointed for terms of office beginning January 1, 2025. All members of the board shall be appointed by the Board of Commissioners. The Commissioners shall designate one of the initial members to serve for a term ending on December 31, 2026, and two of the initial members to serve for a term ending on December 31, 2028, and until their respective successors are appointed and qualified. The subsequent terms shall be for a four-year period, and until successors are appointed and qualified.

(c) No person who holds or qualifies as a candidate for elective public office shall be eligible to serve as a member of the board during the term of such office, and the position of any member of the board shall be deemed vacant upon such member's qualifying as a candidate for elective public office.

Sec. 5-204. – Board Member Appointment.

(a) The appointment of each member shall be made by the Commissioners filing an affidavit with the clerk of the superior court no later than 30 days preceding the date upon which such member is to take office, stating the name and residential address of the person appointed and certifying that such member has been duly appointed as provided in this act. The clerk of the superior court shall record each of such certifications on the minutes of the superior court and shall certify the name of each such appointed member to the Secretary of State and provide for the issuance of appropriate commissions to the members within the same time and in the same manner as provided by law for registrars.

(b) The executive committees of the political parties in Cusseta-Chattahoochee County whose candidates at the last preceding regular general election held for the election of Governor that received the largest and second largest number of votes in this state for Governor may submit a list of recommended appointees to the Board of Commissioners for appointment to the Board of Elections; provided, however, that such governing authority is under no obligation to appoint any person listed on such list of recommended appointees.

Sec. 5-205. – Succession; resignation; removal.

Each member of a board shall be eligible to succeed himself or herself, provided that no member shall serve more than four consecutive terms on a board. Each member shall have the right to resign at any time by submitting written notice of resignation to the Commissioners and the clerk of the superior court. Each member of a board shall be subject to removal from such board at any time, for cause after notice and hearing, in the same manner and by the same authority as provided for removal of registrars.

Sec. 5-206. – Vacancy appointment.

In the event that a vacancy occurs on a board due to removal, death, resignation, or otherwise, except by expiration of term, the county governing authority shall appoint a successor for the remainder of the unexpired term. The clerk of the superior court shall be notified of interim appointments and record and certify such appointments in the same manner as the regular appointment of members.

Sec. 5-207. – Oath.

Before entering upon his or her duties, each member of a board shall take substantially the same oath as required by law for registrars. Each member of a board shall have the same privileges from arrest as registrars.

Sec. 5-208. – Relief of Powers and Duties.

On January 1, 2025, the previous election superintendent and the board of registrars of Cusseta-Chattahoochee County such county shall be relieved of all powers and duties to which the board succeeds by the provisions of this Code section; and such election superintendent and board of registrars shall deliver thereafter to the chairperson of a board, upon his or her written request, the custody of all equipment, supplies, materials, books, papers, records, and facilities of every kind pertaining to such powers and duties.

Sec. 5-209. – Authority.

The board shall be authorized and empowered to organize itself, elect its officers, determine its procedural rules and regulations, adopt bylaws, specify the functions and duties of its employees, and otherwise take such action as is appropriate to the management of the affairs committed to its supervision; provided, however, that no such action shall conflict with state law. Action and decision by the board shall be by a majority of the members of the board present at any meeting at which there is a quorum. Every year, the board shall elect one of its members to serve as chairperson for a one-year term.

Sec. 5-210. – Meetings.

The board shall fix and establish, by appropriate resolution entered on its minutes, directives governing the execution of matters within its jurisdiction. The board shall hold regular monthly meetings at the county courthouse or such other locations as the board may prescribe. Any specially called meetings held pursuant to the bylaws adopted by the board shall be held only after notification of the time and place of the holding of such meeting has been communicated in writing to the elections supervisor who shall provide public notice of the meeting as required by law. All meetings of the board of whatever kind shall comply with the open meetings laws and open records laws of the State of Georgia. The board shall maintain a written record of policy decisions that shall be amended to include additions or deletions. Such written record shall be made available for the public to review.

Sec. 5-211. – Elections Supervisor; Employment.

There shall be an elections supervisor to administer and supervise the conduct of elections and primaries and the registration of electors of the county. The board shall act within 30 days of its members taking office under this act, or of the date of any vacancy in such position, to submit and recommend for the position one to three names of qualified individuals to the County Manager, who shall hire an elections supervisor based on a job description drawn by the board. The County Manager may either hire one of the candidates submitted and recommended by the board or may reject all the candidates submitted and recommended by the board and hire another qualified candidate. The elections supervisor shall not be eligible to serve as a member of the board. The elections supervisor shall be considered a county employee for purposes of pay, benefits, sick leave, vacation, termination of employment, and other purposes.

The board is authorized to recommend to the County Manager such other full-time or part-time employees as the board shall deem necessary and as are approved in the annual budget adopted by the Board of Commissioners. Any employees of the board shall be subject to the personnel policies of the Unified Government of Cusseta-Chattahoochee County and shall be considered a county employee for purposes of pay, benefits, sick leave, vacation, termination of employment, and other purposes. Any employees of the board, including the elections supervisor, shall be subject to direction, evaluation, and corrective action by the county manager.

Sec. 5-212. – Expenditure of public funds.

With the consent of the Board of Commissioners, the board shall be authorized to expend public funds for the purpose of distributing sample ballots, voter information booklets, and other material designed to inform and adequately instruct the electors of the county with regard to elections. No material distributed by a board shall contain or express, in any manner or form, any commentary or expression of opinion or request for support with respect to any political issue or matter of political concern.

Sec. 5-213. – Compensation.

Compensation for the members of a board, employees of such board, and the election supervisor shall be fixed by each board with the approval of the governing authority of the county. Such compensation shall be paid from county funds.

Sec. 5-214. – Offices and Equipment.

The Board of Commissioners shall provide the board and the elections supervisor with proper and suitable offices and equipment.

Sec. 5-216. – Repealer.

All laws and parts of laws in conflict with this act are repealed.

Sec. 5-216. – Effective Date.

This act shall become effective on November 3, 2024.

STATE OF GEORGIA

COUNTY OF Chattahoochee

AFFIDAVIT OF ATTENDING MEMBERS

Chattahoochee, 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

Nov. 12, 2024.

2.

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

3.

The executive session was called to order at 10:46 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)

✓ 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.

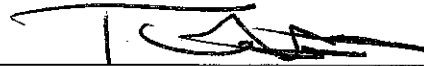
_____ The attempt was immediately ruled out of order and attempts to discuss same ceased immediately.

_____ 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 12 day of Nov., 2024.



County Manager



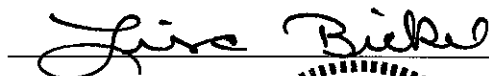
County Board Commissioners Chairman



Commissioner

Sworn to and subscribed before me this 12 day of

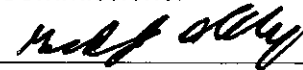
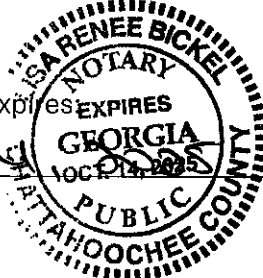
Nov. 2024



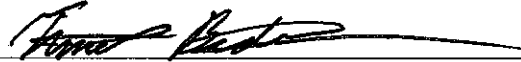
Notary Public

My Commission expires

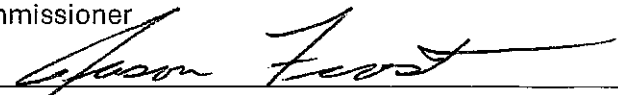
Oct 14



Commissioner



Commissioner



Commissioner

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

Nov. 12, 2024 – BOC Regular Meeting

PLEASE SIGN IN
SO THAT WE MAY RECORD YOUR ATTENDANCE

1. <u>Warren C. Wilkin</u>	21. _____
2. _____	22. _____
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14. _____	34. _____
15. _____	35. _____
16. _____	36. _____
17. _____	37. _____
18. _____	38. _____
19. _____	39. _____
20. _____	40. _____



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

Nov. 25, 2024

215 McNaughton St.

PRESENT:

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

Lisa Bickel, County Clerk
Thomas Weaver, County Manager

VICE Chairman Biddle 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, with the exception of Chairman Coffey and live streaming on our Facebook page.

SPEAKER

Steve Nelson – Did not show.

DEPARTMENT HEAD UPDATES:

Mordie Askew: gave update on the recreation dept., youth basketball registration is underway, baseball & softball will start soon. Also start advertising for anyone who wants to be an umpire.

Samantha Hedgecok: gave updates for community development, the Christmas Tree Lighting will be next weekend, along with the Parade. It is also time for business license renewals. The IDA meeting will be tonight.

COUNTY MANAGER UPDATES:

County Manager Weaver – he did an employee climate survey, overall went well. Recycle center will only be closed for Thanksgiving Day. The trash route will be changed for Thursday's route also, it will be on Wednesday, but Friday will be the same. Chris Tymes has been busy with locates for the internet install, also it is getting cold so leave your pipes dripping. Ms. Lou wanted everyone to be sure you keep your pets vaccinated, and coyotes are on the rise. Ft. Moore received an \$800 donation from Tiya for Ft. Moore ACO, overall, on TIYA everything is going well. Mr. Bickel stated most of Riverbend Rd. and Hwy 137 is almost done. They have someone in training, and he is doing a great job. Today they are starting to put aggregate on Patterson Rd. Last week they fixed the entrance to the neighborhood service center driveway. They are continuing to work on drainage issues all over the county.

The following items were discussed as to their relevance for appearance on the Dec. 3, 2024, regular meeting agenda:

Appoint Nancy Hoard to The Board of Elections – County Manager stated the reason why the next three were picked, they have been involved, one will come open in a year, and then they can pick someone new if they choose to, they are already attending the meetings, this is a new venture, but it is required by the stated that we do it this way. Queen Spivey in attendance asked how the people on the board were elected, and Ms. Bickel told them they were elected by the Grand Jury; she stated she has a lot of knowledge of the Board of Elections. The County Manager informed Ms. Spivey that up until Jan 1st it was through Probate Court. He stated this is for the Elections Board, not the Poll workers. She stated about purging the electors list for deceased voters, and the County Manager informed her that the staff does that daily by the staff.

Commissioner Hoyte asked if this would be a paid board, the County Manager stated the Commission would have to set the pay and it would be a per meeting pay. **Commissioner Hoyte** asked when this had to be determined, County Manager stated by Jan. 1st. **Commissioner Hoyte** asked about adding Queen Spivey to the options of Board of Elections, He would like to add it to the names, **Commissioner Douglas** stated he thought we already decided on these names, **Commissioner Biddle** asked Ms. Spivey if her training was up to date, County Manger stated she would be able to go to training before the next election. Ms. Spivey stated if she did not want to, could she appoint someone else in her spot, The County Manager stated the Commission is going to have to appoint three people before Jan. 1st, however it is staggered, and one will be up in a year. – Added to agenda as voting item.

Appoint Valerie Lassiter to The Board of Elections – Added to agenda as voting item.

Appoint Crystal Walker to The Board of Elections – Added to agenda as voting item.

Cemetery By Laws – Already an agenda item, waiting for the Attorney still to meet with Committee.

2025 Commissioner Meeting Calendar – Have two Calendars with AM & PM Work Sessions for options. Added to agenda as voting item.

2025 Employee Holiday Calendar – Added to agenda as voting item.

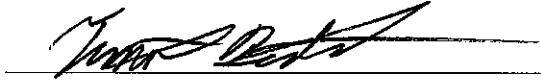
Sheriff Vehicle – add to agenda as voting item.

ADJOURNMENT

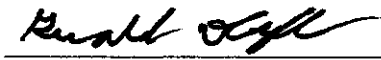
There being no further business to be conducted by and with the Commission of the Unified Government of Cusseta-Chattahoochee County, Georgia, Vice Chairman Biddle declared the Work Session of the Board of Commissioners adjourned at 10:48 am on Monday, Nov. 25, 2024.

ABSENT

CHARLES COFFEY, CHAIRMAN



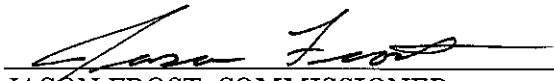
TIMOTHY BIDDLE, VICE CHAIRMAN



GERALD DOUGLAS, COMMISSIONER

unable to sign

DAMON HOYTE, COMMISSIONER



JASON FROST, COMMISSIONER

Dec 3, 2024
DATE APPROVED

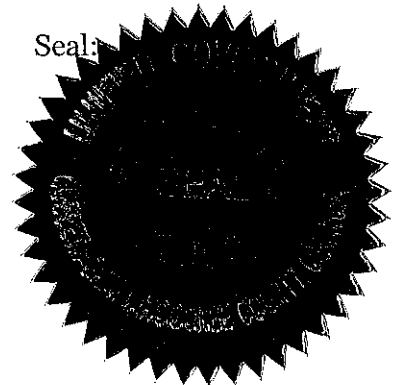
I hereby certify that the foregoing documentation, the Minutes of the Nov. 25, 2024, Work Session, was approved via majority vote by the Board of Commissioners in its Dec. 3, 2024, regular meeting.

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*

Nov. 25, 2024 – BOC Work Session

**PLEASE SIGN IN
SO THAT WE MAY RECORD YOUR ATTENDANCE**

1. _____	21. _____
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