



Opportunity Awaits

Grady County Board of Commissioners

Ray Prince, Chair
District 2

LaFaye Copeland, Vice-Chair
District 4

Yancey Maxwell
District 1

Sam Kines
District 3

Celeste Tyler
County Administrator

Phillip Drew
District 5

July 15, 2025, Regular Board Meeting Minutes

Present for the meeting were commissioners, Ray Prince, Yancey Maxwell, Phillip Drew, Sam Kines. Staff Celeste Tyler, John White, Holly Murkerson, and County Attorney Gabe Ridley. Commissioner Copeland was absent from the meeting.

The meeting was called to order by Chairman Ray Prince at 6 p.m. The invocation was given by Mr. Drew, followed by the pledge of allegiance.

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

PUBLIC COMMENTS

Michael Cook, 184 Carr St Calvary, GA

Mr. Cook spoke about having a calendar for all the meetings of government entities. He stated it appears we are trying to hide things. Mr. Cook mentioned there was a Lake Authority meeting this morning that no one knew about. He mentioned some grant for wastewater treatment that the Lake Authority is looking at that no one on the commission is aware of such a grant. Let the citizens know when meetings change.

Doug Taylor, 2490 Pecan Dr Cairo, GA

Mr. Taylor invited the commissioners to an Open House at The Church of Jesus Christ of Latter-day Saints, 435 Maxwell Dr Cairo, GA 39828 from 4:00 pm to 6:00 pm on Saturday, July 26, 2025. This is an opportunity for the people to meet the commissioners.

PRESENTATIONS

Municipal SPLOST Request

City of Whigham, Mayor Trey Gainous

Mayor Gainous provided a presentation to the commissioners on why it would be beneficial to increase the City of Whigham's share of the upcoming SPLOST to 3.8%. Mayor Gainous stated the projects that Whigham hopes to accomplish with the SPLOST funds would benefit the entire county. The commissioners stated they would consider the request.

City of Cairo, City Manager Booker T. Gainor IV

Mr. Gainor outlined the projects that the city of Cairo would undertake with 38.8% of the upcoming SPLOST.

UPCOMING EVENTS

August 5, 2025, at 9:00 am – Next meeting for the Board of Commissioners.

CONSENT ITEMS (ONE MOTION)

Gabe Ridley, **County Attorney**, John White, **HR Director/County Clerk**, Holly D Murkerson, **Finance Director**



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Motion by Mr. Drew, second by Mr. Maxwell to approve the minutes from the July 1, 2025 meeting and the plat for Lou Ann Carter. The motion was approved.

FORMAL ACTIONS

FA08-07-25; Motion by Mr. Drew, second by Mr. Maxwell to approve pay request #4 for HTS Construction for Long Branch Church Road in the amount of \$82,309.69. The motion was approved.

FA09-07-25; Motion by Mr. Drew, second by Mr. Kines to approve the bid from Taylor Waste for garbage disposal for the next three years. The motion was approved.

NEW AND UNFINISHED BUSINESS

Administrator Matters

Mrs. Tyler stated she received a letter from the Halcyon Home in Thomasville requesting a letter of support for a CDBG Grant for a transition house. The board gave its approval for the letter of support.

Mrs. Tyler stated there will be a meeting called Tuesday, July 22, 2025 at 9:00 am to approve the Resolution and Intergovernmental Agreement to place the question concerning a new SPLOST on the November ballot.

Commissioner Matters

Mr. Kines stated that the board went and toured the roads on June 5, 2025, and it is time to move forward on getting the road repairs started. He was informed that a person who was riding a bike was injured on one of the roads.

Mr. Prince stated that the work is progressing on Long Branch Church Road.

EXECUTIVE SESSION

Motion by Mr. Drew, second by Mr. Maxwell to enter executive session at 6:41 pm to discuss property. The motion was approved.

Motion by Mr. Drew, second by Mr. Kines to exit executive session at 7:13 pm. The motion was approved.

FA10-07-25; Motion by Mr. Drew, second by Mr. Kines to approve the purchase of property located at 17 1st Ave NE Cairo, GA. The motion was approved.

REPORTS

1. Attorney's Report – None
2. Tired Creek Lake 06-2025
3. Permit Report 06-25
4. Plat Activity Report 06-25
5. Plats 06-25
6. Animal Control 06-25
7. Roads and Bridges 06-2025
8. Extension Service 06-2025

Gabe Ridley, **County Attorney**, John White, **HR Director/County Clerk**, Holly D Murkerson, **Finance Director**



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ADJOURNMENT – Motion by Mr. Drew, second by Mr. Kines to adjourn. The motion was approved.

RESOLUTIONS/AGREEMENTS/AGENDA

REAL ESTATE PURCHASE AND PARTIAL GIFT AGREEMENT

GEORGIA, GRADY COUNTY:

THIS Agreement, made and entered into this 16th day of July, 2025, by and between Chaswill, Inc., hereinafter referred to as "Seller/Donor," and Grady County, Georgia, a political subdivision of the State of Georgia, hereinafter referred to as "Purchaser/Donee":

WITNESSETH THAT:

WHEREAS, Seller/Donor is the owner of real estate located at 17 1st Ave NE, Cairo, Grady County, Georgia, which is more particularly described as follows:

All that tract or parcel of land lying and being in the City of Cairo, Grady County, Georgia, being more particularly described as follows: To find the point of beginning commence at the intersection of the East right-of-way margin of North Broad Street with the North right-of-way margin of First Avenue Northeast, and run thence along the north right-of-way margin of said First Avenue Northeast South 89 degrees 37 minutes 03 seconds East 98.15 feet to the East right-of-way margin of a twenty (20) foot city alley and the point of beginning of the tract herein conveyed. From said point of beginning run along the East right-of-way margin of said city alley North 00 degrees 50 minutes 43 seconds West 156.78 feet to a point on the South right-of-way margin on Second Avenue Northeast; run thence along the South right-of-way margin of said Second Avenue Northeast, South 89 degrees 59 minutes 32 seconds East 184.74 feet to the Northwest corner of property owned by Messenger Publishing Company, Inc.; run thence along the west property line of said Messenger Publishing Company, Inc. South 00 degrees 10 minutes 19 seconds East 160.96 feet to a point on the north right-of-way margin of First Avenue Northeast; run thence along the north right-of-way of said First Avenue Northeast, North 88 degrees 40 minutes 34 seconds West 182.96 feet to the point of beginning of the tract herein conveyed.

Said tract or parcel of land being more particularly described on that plat of survey for Chaswill, Inc. by Wallace Long Hambrick, dated November 1, 1996, and recorded in Plat Book 32, Page 8, Grady County Land Records. Reference to said plat of survey is made to incorporate same herein by reference thereto.

WHEREAS, Seller/Donor desires to transfer the property described above to Buyer/Donee in part as a sale and in part as a charitable gift for public use;



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WHEREAS, Buyer/Donor is willing to accept such transfer under the terms stated herein and use the property for public purposes;

NOW THEREFORE, FOR AND IN CONSIDERATION of the sum of ONE AND NO/100 DOLLARS (\$1.00), the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller/Donor and Purchaser/Donor agree as follows:

1. Seller/Donor and Purchaser/Donor agree that the estimated fair market value of the property is \$950,000. It is agreed that Buyer/Donor shall pay Seller/Donor the sum of \$300,000.00 (the "purchase price") as consideration. The remaining value of approximately \$650,000 is hereby deemed a charitable gift to Buyer/Donor by Seller/Donor. The fair market value of the property shall be confirmed by a qualified appraiser as provided below, and the difference between the purchase price and appraised value shall constitute the charitable contribution by Seller/Donor to Purchaser/Donor within the meaning of Section 170 of the Internal Revenue Code. While the fair market value of the property will be determined by said qualified appraiser, only the charitable gift portion shall be adjusted in accordance with the appraisal and the purchase price portion shall remain at \$300,000.00. Other than the purchase price, Seller/Donor is receiving no other benefit or consideration from Purchaser/Donor.

2. Closing shall occur on or before October 31, 2025, at the office of The Ridley Law Firm, LLC, which is located at 401 N. Broad St., Cairo, Georgia 39828. Gabriel S. Ridley shall be the closing attorney and shall solely represent the Purchaser/Donor's interests in the transaction.

3. Within five days from the binding date of this Agreement, Purchaser/Donor shall deposit the sum of ONE DOLLAR (\$1.00) as earnest money. Purchaser/Donor shall be entitled to a return of the earnest money upon the parties' failure to enter into a binding contract, upon the termination



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of this Agreement in accordance with the terms and conditions set forth herein, or upon a contingency described herein not being satisfied. Otherwise, the earnest money shall be applied to the purchase price of the property at closing.

4. Should Purchaser/Donor default under this Agreement, Seller/Donor shall be entitled to retain the earnest money as liquidated damages, not a penalty. The parties stipulate and agree that the damages incurred by Seller/Donor in the event of Purchaser/Donor's breach are difficult or impossible to estimate, and the earnest money sum is a reasonable pre-estimate of Seller/Donor's actual damages. Retention of the earnest money deposit shall be Seller/Donor's sole remedy.

5. The closing attorney shall be the holder of the earnest money. The holder shall disburse the earnest money according to the terms of this Agreement. Should the transaction not close, the holder must give notice to the parties of its intent to disburse. Each party must deliver its objection to the proposed disbursement, if any, to the holder in writing within five days thereafter. If the holder receives no objection, it may disburse the earnest money as proposed. If an objection is received, the holder may retain the funds until the dispute is resolved. If the dispute is not resolved within thirty days, the holder may elect, at its option, to interplead the disputed funds. Should the holder elect to file an interpleader action, it may deduct all fees and costs, including reasonable attorney's fees, related thereto from the earnest money according to Georgia law.

6. Upon tender of the balance of the purchase price, Seller/Donor shall deliver a properly executed warranty deed conveying good, marketable, fee simple title to the above-described property, free and clear of liens, subject only to zoning ordinances of the City of Cairo, existing easements, restrictions, and protective covenants applicable to the above-described property and ad valorem taxes for the year of closing. Seller/Donor shall also deliver possession of the property



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in the same condition as on the date of the close of the Due Diligence Period, normal wear and tear excepted.

7. Purchaser/Donee shall have a period of thirty (30) days from the date of this Agreement ("Due Diligence Period") to conduct inspections, investigations, and conduct a title examination. During this time, Purchaser/Donee may, at its sole discretion, assess the condition of the property, including but not limited to structural, environmental, and zoning matters.

8. If Purchaser/Donee determines that the property is not suitable for its intended use, Purchaser/Donee may terminate this Agreement by providing written notice to the Seller/Donor before the expiration of the Due Diligence Period. Upon such termination, neither party shall have any further obligations under this Agreement. The parties agree that the Due Diligence Period shall expire at 11:59 p.m. on August 15, 2025.

9. Purchaser/Donee shall have reasonable access to the property during the Due Diligence Period for the purpose of conducting inspections and assessments, provided that Purchaser/Donee shall not unreasonably interfere with the Seller/Donor's use of the property. Purchaser/Donee agrees to reimburse Seller/Donor for the costs of damage to the property arising from Purchaser/Donee's inspections. If Purchaser/Donee does not terminate this Agreement within the Due Diligence Period, Purchaser/Donee shall be deemed to have accepted the property in its current condition.

10. Prior to the expiration of the Due Diligence Period, Purchaser/Donee shall notify Seller/Donor, in writing, of all title objections, if any, that impair Seller/Donor's ability to convey marketable title. Upon receipt of such notification, Seller/Donor shall have thirty days therefrom to cure the defect(s) identified by Purchaser/Donee and the closing date shall be extended, if



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necessary, to provide such time. If Seller/Donor is unable or unwilling to cure said title defects, then Purchaser/Donee shall have the right to terminate this Agreement.

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

12. Seller/Donor agrees to execute an owner's affidavit at or before closing, containing representations that address unrecorded title matters. Seller/Donor agrees to execute any other document the closing attorney may reasonably deem necessary to comply with all relevant laws and regulations, or to insure Purchaser/Donee's title to the property.

13. Purchaser/Donee warrants and represents that the property is being acquired exclusively for public purposes. Purchaser/Donee agrees to use the property in a manner consistent with its governmental functions under Georgia law.

14. Purchaser/Donee agrees to execute Part V of IRS Form 8283 acknowledging receipt of the donated portion of the property and to provide such additional written acknowledgments as may be required for Seller/Donor to substantiate the charitable contribution for income tax purposes.

15. Seller/Donor shall obtain, at its own expense, a qualified appraisal prepared by a qualified appraiser in accordance with IRS regulations. Such appraisal shall be dated no more than 60 days before the date of closing. Seller/Donor shall provide Purchaser/Donee with a copy of the appraisal report prior to the date of closing. Should the appraisal report indicate that the property's fair market value is below the purchase price, then Purchaser/Donee shall have the right to terminate this Agreement without penalty.



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matter contained herein. No modification, amendment, or extension of this Agreement, and no waiver of any provision of this Agreement shall be valid unless in writing and signed by the parties.

22. Time is of the essence of this Agreement. Failure to meet any deadline set forth herein without the written consent of both parties shall constitute a material breach.

IN WITNESS WHEREOF, the parties hereto have hereunto caused their authorized representatives to execute this Agreement on the day and year first above written.

Chaswill, Inc.

By: *Jonathan Kevin Chason*
Jonathan Kevin Chason, CEO

Attest: *Margaret Claire Chason*
Margaret Claire Chason, Secretary

[Affix Seal]

Grady County

By: *Ray Prince*
Ray Prince, Chairman

Attest: *John White*
John White, County Clerk





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16. If the property is destroyed or substantially damaged before the closing of this Agreement, then Seller/Donor shall promptly notify Purchaser/Donee in writing. In such event, either party may terminate this Agreement without penalty within fourteen days of delivery of such notice.

17. Neither party shall be liable for any failure or delay in the performance of its obligations under this Agreement if such failure or delay is due to unforeseen circumstances beyond its reasonable control, including but not limited to acts of God, natural disasters, acts of government or regulatory authorities, war, terrorism, civil unrest, strikes, or other labor disturbances, or any other similar events that could not have been anticipated or avoided by the exercise of due diligence

18. Should the property be the subject of a condemnation proceeding by an entity other than Purchaser/Donee, then Seller/Donor shall promptly notify Purchaser/Donee in writing. In such event, Purchaser/Donee may terminate this Agreement without penalty within fourteen days of delivery of such notice.

19. Ad valorem taxes for the current year shall be estimated and prorated between the Seller/Donor and Purchaser/Donee through the date of closing. The parties agree that the previous year's tax assessment shall be a reasonable estimate for calculating the proration.

20. The parties agree that any notices required to be delivered under this Agreement may be sent by electronic mail. Notices to Seller/Donor shall be sent to the following email address: kevinchason@yahoo.com. Notices to Purchaser/Donee shall be sent to the following email address: gabe@ridleylawfirm.com. Notification shall be deemed delivered on the date received.

21. The terms contained in this Agreement constitute the entire understanding of the parties with respect to the subject matter contained herein and supersede all prior agreements and understandings, both written and oral, by and between the parties hereto with respect to the subject



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By: *Jonathan Kevin Chason*
Jonathan Kevin Chason, CEO

Attest: *Margaret Claire Chason*
Margaret Claire Chason, Secretary

[Affix Seal]

Grady County

By: *Ray Prince*
Ray Prince, Chairman

Attest: *John White*
John White, County Clerk



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Opportunity Awaits Grady County Board of Commissioners
Regular Board of Commissioners Meeting
Tuesday, July 15, 2025, 6:00 PM

- I. Executive Duties
 - 1. Call to Order - 6:00 PM
 - 2. Invocation/Pledge
 - 3. Adoption of Agenda
 - 4. Public Comments

Gabe Ridley, **County Attorney**, John White, **HR Director/County Clerk**, Holly D Murkerson, **Finance Director**



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II. Presentations

1. Municipal SPLOST Request

III. Upcoming Events

1. Board of Commissioners Meeting August 5, 2025 at 9:00 am.

IV. Consent Items –(One motion)

Approval of Regular Meeting Minutes of the July 1, 2025 meeting

Approval of Lou Ann Carter Plat

V. Formal Actions

FA08-07-25 Approve or Disapprove pay request #4 for HTS Construction for Long Branch Church Road

FA09-07-25 Approve or Disapprove the bid from Taylor Waste for Garbage site disposal.

VI. New and Unfinished Business

1. Administrator Matters
 - a Halcyon Home
 - b SPLOST Called Meeting 07-22-25 at 9:00 am
2. Commissioner Matters

VII. Executive Session

1. Discuss purchase of property
2. FA10-07-25 Approve or Disapprove the purchase of property located at 17 1st Ave NE Cairo, GA

VIII. Reports

1. Attorney's Report
2. Tired Creek Lake 06-2025

Gabe Ridley, **County Attorney**, John White, **HR Director/County Clerk**, Holly D Murkerson, **Finance Director**

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- 3. Permit Report 06-25
- 4. Plat Activity Report 06-25
- 5. Plats 06-25
- 6. Animal Control 06-25
- 7. Roads and Bridges 06-2025
- 8. Extension Service 06-2025

IX. Adjournment

ATTEST:

John White, County Clerk

Ray Prince, Chair

LaFaye Copeland, Vice Chair

Phillip Drew, Commissioner

Yancey Maxwell, Commissioner

Sam Kines, Commissioner