



# *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**

**Jan 7, 2025**

**215 McNaughton St.**

### **PRESENT:**

Chairman Coffey  
Vice-Chairman Biddle-Absent  
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, with the exception of Commissioner Biddle and live streaming on our Facebook page.

**APPOINTMENT OF CHAIRMAN** – Motion made by **Commissioner Hoyte** to appoint **Commissioner Biddle** as Chairman, no one else made a motion, the motion died.  
Motion to appoint **Commissioner Coffey** as Chairman made by **Commissioner Douglas**, Seconded by **Commissioner Frost**, Commissioner Hoyte voted against. The vote was passed.

**APPOINTMENT OF VICECHAIR** – Motion was made by **Commissioner Frost** for **Commissioner Biddle**, Seconded by **Commissioner Douglas**. The vote was unanimous.

### **APPROVAL OF THE MINUTES OF THE DEC. 3, 2024, REGULAR MEETING**

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

### **APPROVAL OF THE DEC 3, 2024, EXECUTIVE SESSION MINUTES**

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

### **APPROVAL OF THE DEC. 23, 2024, BOC WORK SESSION MINUTES**

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

### **APPROVAL OF THE DEC 23, 2024, EXECUTIVE SESSION MINUTES**

**Commissioner Frost** 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** still needs to schedule with the cemetery committee, will get with the County manager and coordinate after this meeting. He is also drafting something to go into the ordinance to insert as a new article. He doesn't know, however, the information on any past burials of the cemetery, and any state laws we might need to address but he will address this with the cemetery committee. The County manager stated there isn't much on what was, we do the best we can on what we have but moving forward we will have records, and we will do it correctly.

**County Manager** nothing at this time.

## NEW BUSINESS

**ATTORNEY** nothing at this time.

**County Manager** nothing at this time.

## AGENDA ITEMS

**Proclamation for James "Jim" Lawrence:** Motion to approve, made by **Commissioner Hoyte** to, seconded by **Commissioner Douglas**. The vote was unanimous.

**Appoint Linda Englebert to the Library Board:** Motion to approve, by **Commissioner Hoyte**, seconded by **Commissioner Frost**. The vote was unanimous.

**Zoning Contract Renewal:** Motion made by **Commissioner Douglas**, seconded by **Commissioner Frost**. The vote was unanimous.

**Attorney Rate Increase:** Motion made by **Commissioner Frost**, seconded by **Commissioner Hoyte**. The vote was unanimous.

**AC Replacement:** Motion to go with Archie's made by **Commissioner Hoyte**, Seconded by **Commissioner Frost**. The vote was unanimous. Two units on the McNaughton St. building, cost to replace is at 27,000 each. Quotes from Fire & Ice at 27,500.00, and Archies at 26,670.00. One is above DFACS, one above BOC office. Unit being quoted is a 15 ton unit from Archies. Funding will come from SPLOST.

**CDBG Engineer:** Motion to approve Ingram made by **Commissioner Frost**, Seconded by **Commissioner Hoyte**. The vote was unanimous. Rick Morris was in attendance, to help explain the score sheet RFQ, and RVRC agreement. There were 5 firms, the highest score was Ingram Engineering at 67, the next highest was 62, this was the same application submitted last year, it will be 500, if we had not done last year it would be 750.00 to rewrite. Last year we missed out due to the audit. We did submit, just did not qualify because of the audit.

**Letter of Agreement to RVRC:** Motion to approve by **Commissioner Frost**, Seconded by **Commissioner Hoyte**. The vote was unanimous.

## **EXECUTIVE SESSION:**

A Motion was made to go into executive session at 9:37 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 10:23 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 10:24 am on Tuesday, Jan 7, 2025.

  
\_\_\_\_\_  
CHARLES COFFEY, CHAIRMAN

Absent  
\_\_\_\_\_  
TIMOTHY BIDDLE, VICE CHAIRMAN

  
\_\_\_\_\_  
GERALD DOUGLAS, COMMISSIONER

\_\_\_\_\_  
DAMON HOYTE, COMMISSIONER

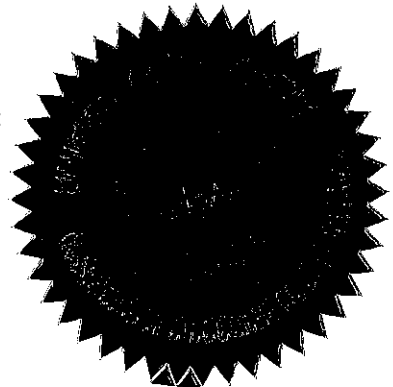
  
\_\_\_\_\_  
JASON FROST, COMMISSIONER

Feb. 4, 2025  
DATE APPROVED

I hereby certify that the foregoing documentation, the Minutes of the Jan. 7, 2025, Regular Meeting, was approved via majority vote by the Board of Commissioners in its Feb. 4, 2025 regular meeting.

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

Seal:



## Proclamation for James Edward "Jimmy" Lawrence

WHEREAS, James Lawrence was born in Columbus, GA on December 28, 1944 and was a longtime resident of Chattahoochee County, whose dedication and selfless contributions to Cusseta-Chattahoochee shall always be remembered; and

WHEREAS, James Lawrence served as an Assessor to the Board of Assessors from March 2006-December 2008, Then as a County Commissioner from January 1, 2009- December 31, 2012, Then once again served another term as County Commissioner January 1, 2013- December 31, 2019. Sadly James Lawrence passed away on December 5, 2024.

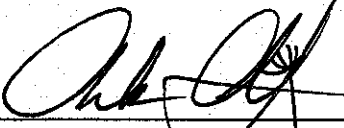
WHEREAS, the progress made during James Lawrence's service to the Unified Government of Cusseta-Chattahoochee County can be attributed to his love for his community and, dedication and allegiance to the County;

NOW THEREFORE BE IT RESOLVED, that the Board of Commission of the Unified Government of Cusseta-Chattahoochee Georgia, does hereby honor and commend the service of James Lawrence.

IN TESTIMONY WHEREOF, we have hereunto affixed the SEAL, of the Unified Government of Cusseta-Chattahoochee, State of Georgia and signature of the Chairman of the governing body thereof.

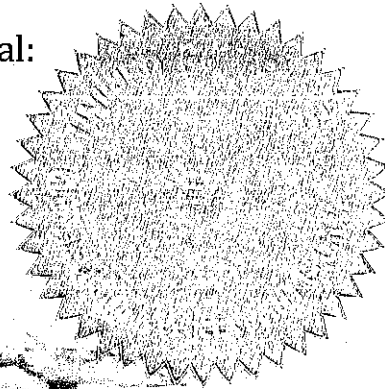
UNIFIED GOVERNMENT OF  
CUSSETA-CHATTAHOOCHEE COUNTY  
BOARD OF COMMISSION

Approved and adopted this 7th day of January 2025

  
\_\_\_\_\_  
Charles Coffey

Chairman, Board of Commission

Seal:



## **RESOLUTION APPOINTING A MEMBER TO THE CUSSETA-CHATTAHOOCHEE COUNTY LIBRARY BOARD**

**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 Library Board; (“the Board”); and

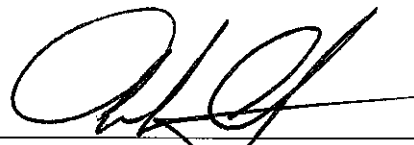
**WHEREAS**, Linda Beck has resigned from her position on the Board; and

**WHEREAS**, that certain term expires on December 31, 2024; and

**WHEREAS**, the Library Board of Trustees has nominated Linda Engelbert for appointment beginning on January 7, 2025, and terminating on December 31, 2027.


**THEREFORE BE IT RESOLVED** that the Commission has hereby appointed Linda Englebert to the vacancy on the Library Board;

**APPROVED AND ADOPTED** by the Commission of Cusseta-Chattahoochee County, Georgia this 7th day of January, 2025.



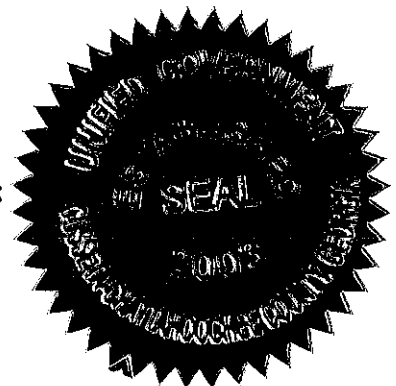
**CHARLES COFFEY, CHAIRMAN**

**ATTESTED**

**BY:** 

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

**SEAL:**



# PLANNING AND ZONING TECHNICAL ASSISTANCE CONTRACT

This agreement is to be executed between the River Valley Regional Commission and the **Unified Government of Cusseta-Chattahoochee County** to provide general planning and development controls technical assistance.

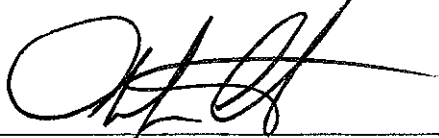
## Description of Work Activities

- Consultation and advisory services to local officials, local government staff, Planning Commission, and the Board of Zoning Adjustments regarding interpretation and administration of the local government's zoning ordinance and subdivision regulations.
- Preparation and/or review of amendments to the local government's Zoning Ordinance and map and Subdivision Regulations.
- Consultation and administrative assistance to the local government's Planning Commission and Board of Zoning Adjustments to include attending monthly meetings, researching development topics, preparing staff reports, etc.
- Maintaining and updating the local government's base map and zoning map.

## Estimated Costs

Based on prior experience of providing technical assistance to local governments for planning and zoning issues, a fee of **\$6,000** annually has been set.

This agreement shall be in effect for twelve months, beginning July 1, 2024. The contract may be terminated by either party with thirty (30) day notice; however, the Regional Commission shall be entitled to payment for services provided prior to the termination.



Hon. Charles Coffey  
Chairman  
Unified Government of Cusseta-Chattahoochee County

\_\_\_\_\_  
Jim Livingston  
Executive Director  
River Valley Regional Commission

Jan. 7, 2025  
Date

\_\_\_\_\_  
Date

A. Binford Minter  
Clark Hill, PLC c/o Spaces  
The Battery  
800 Battery Ave SE, Suite 100,  
Atlanta, GA 30339

The Unified Government of Cusseta-Chattahoochee County  
Attn: Thomas Weaver  
215 McNaughton Street  
Cusseta, Georgia 31805  
tweaver@ugoccc.com

December 3, 2024

Re: Representation of Unified Government of Cusseta-Chattahoochee County

Dear Charles:

Thank you for selecting Clark Hill to represent:

**The Unified Government of Cusseta-Chattahoochee County  
("UGOCCC")**

in the following matter. This letter and the attached Standard Terms of Engagement set forth the basis on which our firm will provide legal services. If we provide services before a signed copy of this letter is returned to us, those services are provided under these terms.

**Whom We Represent.** Our clients in this matter will be the UGOCCC (the "Client"). Our representation of the Client in this matter does not give rise to a lawyer-client relationship between the firm and any of the Client's officers, directors, owners, employees, subsidiaries, affiliates, or other persons or entities unless we specifically agree in writing.

**Scope of Engagement.** We agree to represent the Client for purposes of serving as County Attorney, as designated under Section 3-103 of the UGOCCC Charter. We agree that our engagement is limited to performance of legal services related to this matter and, unless we agree otherwise in writing, we are not undertaking to represent the Client or its interests in any other matter. We will not provide business, investment, or accounting advice and understand that the Client will rely on others for such advice.

Our engagement does not include any advice or other legal services relating to federal or state securities laws, including appearing or practicing before the U.S. Securities and Exchange Commission (SEC) or the Client's disclosure obligations under such laws, and we understand that the Client will not, without our prior written consent, include documents or information we provide to it in any filings with federal or state securities regulators, including the SEC.

Unless specifically stated in our scope of work, our engagement does not include responsibility for review of the Client's insurance policies to determine the possibility of coverage for any claim or loss at issue in this matter, or for notification of the Client's insurance carriers about the matter.



**Opportunity to Consult Independent Counsel.** You acknowledge that, prior to entering into this agreement, you have been advised and have had the opportunity to consult with independent counsel regarding the terms and conditions of this agreement.

**Payment of Fees and Costs.** We understand that the franchisor has agreed to pay the costs and legal expenses of the franchisees in connection with our firm's legal representation of the franchisees, as well as the franchisees' own costs and legal expenses.

**Consent to Future Conflicts.** Our Standard Terms of Engagement, which are attached, include your agreement that our firm may also represent other clients in disputes or transactions adverse to you that are not substantially related to this representation.

**Fees.** Our fees will be based on the amount of time spent by the professionals working on the matter and the hourly rates established for each. The firm's standard hourly billing rates for the lawyers I expect to be working on this engagement currently range from \$850 to \$325, and my standard hourly rate is **\$325** an hour. The hourly rates charged for paralegals range from \$300 to \$150. Our billing rates are subject to change from time to time.

**Retainer.** Our representation does not require a retainer at this time, but we reserve the right to require one in the future. These funds will remain in our client trust account for the duration of this representation, and any remaining balance will be returned to the Client upon termination of this representation.

**HIPAA.** We do not anticipate that it will be necessary for you to supply us any information relating to patients that is protected under federal or state privacy laws. In the future, if you deem it advisable or necessary to provide us copies of patient records or any other information that identifies one or more patients (such as their names, addresses, Social Security numbers, or device serial numbers) and is protected under federal or state privacy laws, please contact us before you do so. As required by HIPAA, we will send you a Business Associate Agreement that complies with the requirements of both the HIPAA Privacy Rule and Security Rule and protects your disclosure of such information to us.

**Fee Arbitration.** In the event a dispute arises between us relating to our fees, you may have the right to arbitration of the dispute pursuant to Part 137 of the Rules of the Chief Administrator of the Courts, a copy of which will be provided to you upon request.

**Choice of Law.** The relationship between the Client and the firm, including the validity, construction, and enforceability of this engagement letter, shall be governed in all respects by the law of **Georgia**, without regard to conflicts of laws principles.

If you agree to the terms of this engagement as stated above and in the attached Standard Terms of Engagement, please sign and return a copy to me. We look forward to working with you.

Sincerely,

CLARK HILL

/s/ A. Binford Minter  
A. Binford Minter, Esq.

cc: L. Bickel  
C. Coffey

## STANDARD TERMS OF ENGAGEMENT

**Entire Agreement.** The engagement letter and these Standard Terms of Engagement constitute the entire understanding and agreement between the client identified in the engagement letter (the Client) and this firm regarding our representation of the client in the matter described in the engagement letter. Unless otherwise agreed, they supersede any prior understandings and agreements, written or oral, and any billing requirements, outside counsel guidelines, or letters submitted to us. If any provision of the engagement letter or these Standard Terms of Engagement is held by a court or other arbitrator to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect. The engagement letter and these Standard Terms may be amended only by a written agreement between the client and the firm. The Client should review this document carefully and contact us promptly with any questions. The Client should retain this document in its file.

**Client Rights and Responsibilities.** The Client has the right to (A) expect competent representation by the firm; (B) determine the purposes to be served by the legal representation, so long as those purposes are legal and do not violate the firm's obligations to the profession or to the judiciary; (C) be kept reasonably informed about the status of the matter and have the firm respond promptly to reasonable requests for information; and (D) terminate the representation at any time, with or without cause, subject to the obligation for payment of legal services provided and costs incurred by the firm.

The Client has the responsibility to (A) pay the firm as provided by this agreement; (B) be candid and cooperative with the firm and any court or other tribunal; (C) keep us informed with complete and accurate information, documents, communications, and other materials relevant to the subject matter of our representation or otherwise requested by us. In a litigation matter, the Client also has the responsibility to make its officers and employees available to meet with firm personnel and to attend trials, hearings, depositions, and other proceedings, and to commit the appropriate personnel and sufficient resources to meet the Client's discovery obligations.

The Client may not (A) demand that the firm use offensive tactics or treat anyone involved in the legal process with anything but courtesy and consideration; (B) demand any assistance which violates the Rules of Professional Conduct; or (C) pursue or insist upon a course of action which the firm reasonably believes to be illegal, fraudulent, offensive, or unwise. The firm may terminate this agreement for reasons permitted under the Rules of Professional Conduct.

Because we need to be able to contact the Client at all times regarding this representation, the Client agrees to inform us, in writing, of any changes in the Client's name, address, telephone number, contact person, email address, state of incorporation, and other relevant information regarding the Client or its business. Whenever we need instructions or authorization to proceed with legal work for the Client, we will contact the Client at the most recent business address we have received. If the Client affiliates with, acquires, is acquired by, or merges with another company, it agrees to provide us with sufficient notice to permit us to withdraw as its lawyers if we determine that such affiliation, acquisition, or merger creates a conflict of interest, or that it is not in the best interests of the firm to represent the new entity.

**Whom We Represent.** The person or entity whom we represent is the person or entity identified in our engagement letter. We do not represent any affiliates or related parties of that person or entity, such as owners, parent companies, subsidiaries, sibling entities, or other affiliates; or employees, officers, directors, shareholders of a corporation, partners of a partnership, members of an association or limited liability company, and/or other constituents of a named client unless our engagement letter expressly provides otherwise. Accordingly,

our representation in this matter will not give rise to a conflict of interest in the event we represent other clients adverse to an affiliate or related person or entity in other matters.

**Consent to Future Conflicts.** As you know, Clark Hill is a large law firm and represents many other companies and individuals in many other matters. Those companies and individuals interact with one another in many different respects. Thus, during the time we are representing the Client, we may also represent other clients—including clients who are direct competitors of the Client or may otherwise have business interests that are adverse to the Client's interests—in disputes or transactions adverse to the Client that are not substantially related to this representation.

Based on the foregoing, the Client agrees that our representation of it in this matter will not disqualify our firm from in the future opposing it in litigation, transactions, or other legal matters that are not substantially related to the subject matter of this representation, and the Client consents to any conflict of interest with respect to those representations. The Client understands and agrees that the firm is not obligated to notify it when we undertake such matters that may be adverse to the Client. We agree, however, not to use any proprietary or other confidential information of a nonpublic nature concerning the Client acquired by us as a result of our representation of the Client to its disadvantage in any litigation or other matter in which we are opposed to it. Additionally, the Client agrees that we may identify the Client as a client and disclose the nature of our engagement(s) to other clients and potential clients for the limited purpose of seeking waivers of conflicts of interest. We agree, however, that the Client's consent to this disclosure shall not apply in any instance in which the revealed information would compromise the Client's attorney-client privilege. If you later withdraw or modify this consent in any respect, you agree and consent to our withdrawal from our representation of you pursuant to these terms and the applicable Rules of Professional Conduct.

**Advice About Possible Outcomes.** From time to time, either at the outset or during the course of our representation, we may express opinions or beliefs concerning the matter or various courses of action and the results that might be anticipated. Any such statement made by any lawyer of our firm is an expression of opinion only, based on information available to us at the time, and should not be construed as a promise or guarantee.

**In-Firm Privilege.** From time to time, issues arise relating to legal ethics or our duties under the professional conduct rules that apply to lawyers. These might include, e.g., conflict of interest issues, and could even include issues raised because of a dispute between us and a client over the handling of a matter. Normally, when such issues arise, we seek the advice of our firm counsel, who is an expert in such matters. We consider such consultations to be attorney-client privileged communications between firm personnel and the counsel for the firm. A few courts, however, have held that under some circumstances such communications involve a conflict of interest between the client and our firm and that our consultation with firm counsel may not be privileged, unless we either withdraw from the representation of the client or obtain the client's consent to consult with firm counsel.

We believe that it is in our clients' interest, as well as our firm's interest, that when legal ethics or related issues arise during a representation, we obtain expert analysis of our obligations. Accordingly, the Client agrees that if we determine in our own discretion during the course of the representation that it is either necessary or appropriate to consult with our internal or outside counsel, we have the Client's consent to do so and that our representation of the Client shall not, thereby, waive any attorney-client privilege that our firm may have to protect the confidentiality of our communications with counsel.

**Termination of Engagement.** The Client may at any time terminate our representation upon written notice to the firm. We reserve the right to withdraw from our representation

as required or permitted by the applicable rules of professional conduct upon written notice to the Client. If we terminate the engagement, we will take reasonable steps to protect the Client's interests in this matter, and the Client agrees to take all steps necessary to free us of any obligation to perform further, including executing any documents necessary to complete our withdrawal. If permission for withdrawal is required by a court or other adjudicator, we will promptly request such permission, and the Client agrees not to oppose our request.

The Client's termination or our withdrawal will not relieve the Client of its obligation to pay for services rendered, including work in progress and incomplete at the time of termination, and to pay for all expenses incurred on behalf of the Client through the termination or withdrawal date.

**Conclusion of Representation; Retention and Disposition of Documents.** Absent express notice of termination, our representation of the Client will conclude with respect to any particular matter for which we have been engaged upon completion of our work on that matter. At the Client's written request, its original documents and property will be returned to the Client, although the firm reserves the right to retain copies of any such documents as it deems appropriate. Our files and documents pertaining to the matter will be retained by the firm. For various reasons, including the minimization of unnecessary storage expenses, and consistent with professional conduct rules, we reserve the right to destroy or otherwise dispose of any such documents or other materials retained by us at the end of the firm's retention period, which is ten years, without further notice to the Client.

**Post-Engagement Matters.** The Client is engaging the firm to provide legal services in connection with a specific matter. After completion of the matter, changes may occur in the applicable laws or regulations that could impact the Client's future rights and liabilities. Unless the Client engages us after completion of the matter to provide additional legal advice on issues arising from the matter, the firm has no continuing obligation to advise the Client on such issues or on future legal developments, including monitoring deadlines that may arise with respect to the matter.

**Costs.** We will include in our statements separate charges for services, such as copying, messenger and delivery service, computer research, travel, international telephone, and fax charges. Such expenses may also include filing fees, deposition costs, process servers, court reporters, and witness fees. The Client authorizes us to retain any investigators, consultants, or experts necessary in our judgment to represent the Client's interests in the matter. We will usually advance costs up to \$100, and require that our clients directly pay, or deposit with us funds to pay, expenses over \$100.

**Estimates.** We are often requested to estimate the amount of fees and costs likely to be incurred in connection with a particular matter. But fees and costs are usually not predictable. Accordingly, we make no commitment concerning the maximum fees and costs that will be necessary to resolve or complete the matter. Any mention by us of fees and costs is only an estimate. It is also expressly understood that the Client's obligation to pay the firm's fees and costs is in no way contingent on the ultimate outcome of the matter.

**Payment of Invoices.** Normally, we will send monthly invoices for work performed and expenses incurred during the previous month. Payment is due promptly upon receipt of our invoice. Any balance unpaid after 30 days of the date of the invoice will accrue interest at the rate of seven percent (7%) per annum. Payments will be applied first to costs and expenses, then to accrued interest, if any, and then to the unpaid fees.

We will give the Client notice if the Client's account becomes delinquent. If the delinquency continues and the Client does not arrange satisfactory payment terms, we may

withdraw from the representation and pursue collection of the account. We may also request permission of any court in which we have filed an appearance on the Client's behalf to allow us to withdraw as the Client's counsel, and the Client agrees that non-payment of our fees is a valid basis for our request to withdraw. To the extent collection of the Client's account becomes necessary, the Client agrees that, in addition to any unpaid balance and interest thereon, we will be entitled to recover all costs and expenses of collection, including reasonable attorney fees.

**Retainer.** We reserve the right to apply retainer funds to any delinquent payment due from the Client and to discontinue this representation until the Client replenishes the retainer. While a retainer is on deposit in our trust account, the Client grants us a security interest in such funds. Client retainers are deposited in a pooled trust account. By law, interest earned on the pooled account is paid to a charitable foundation.

**Trial Advance.** In a litigation matter, once a trial or hearing date is set, we may require the Client to pay all amounts then owed to us and to deposit with us the fees we estimate will be incurred in preparing for and completing the trial or arbitration, as well as jury fees and arbitration fees likely to be assessed. If the Client fails to timely pay any additional deposit requested, we will have the right to withdraw from the representation. If permission of the court or other adjudicator is required, the Company agrees not to oppose any motion to withdraw.

**Electronic Communications.** It is likely that during the course of this engagement both the Client and the firm will use electronic devices and Internet services (which may include unencrypted email, mobile phones, voice over Internet, electronic data/document websites, and other technology) to communicate and transfer documents. Although the use of this technology involves some degree of risk that third parties may access confidential communications, you agree that the benefits of using this technology outweigh the risk of accidental disclosure. Nevertheless, just as we have policies and systems in place designed to make our electronic communications with you reasonably secure, it is equally important that you communicate with us in a manner that reasonably protects the confidentiality of information we share and any attorney-client privilege that may apply to our communications. This means that you should not use any computers or other electronic devices, networks, or websites that are owned, controlled, or may be accessed by others, including but not limited to, an employer, a hotel, library, or Internet café, or a shared home computer, to send or receive confidential information to or from us. Any device you use should be password protected and not accessible for use by any third party.

The UGOCCC accepts, and agrees to be bound by, the foregoing.

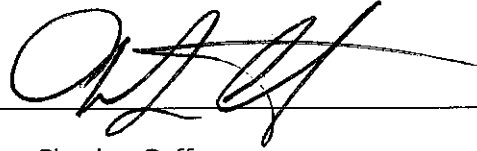
**The Unified Government of Cusseta-  
Chattahoochee County (Georgia)**

*Thomas Weaver*  
box SIGN 1J5Q2KZ2-4WP9ZWZ8

By: Thomas Weaver

Its: County Manager

Date: December 3, 2024



By: Charles Coffey

Its: Chairman, Board of Commissioners

Date: December 3, 2024

**LETTER OF AGREEMENT  
COMMUNITY DEVELOPMENT BLOCK GRANT  
FISCAL YEAR 2025**

PARTIES HERETO DO AGREE AS FOLLOWS:

The River Valley Regional Commission (RC) shall prepare an application to be submitted to the Georgia Department of Community Affairs for Federal Fiscal Year 2025 Community Development Block Grant competition. RC shall devote the staff time appropriate and necessary for data collection and processing, planning, organizing, coordinating, photography and photo duplication, preliminary historic and environmental assessment, request for proposals for housing, architectural or engineering services, cost estimating, public hearings, duplication and submission of completed application.

Local government shall make available to RC any personnel in its employ who can facilitate RC performance of responsibilities stated above. With survey instruments provided by RC, the Regional Commission shall have projected target area(s) promptly surveyed for collection of household information including, but not necessarily limited to, number of occupants, income, ownership and housing type.

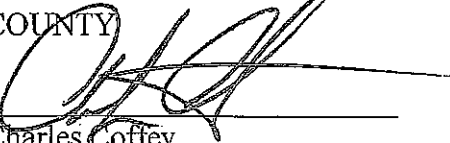
In the event application is successful and a federal fiscal year 2025 Community Development Block Grant is awarded to local government, parties hereto do positively affirm a desire to enter into a written contract committing the RC to provide, for a fee, comprehensive technical and management assistance necessary to implement the block grant in compliance with applicable laws, executive orders and regulations promulgated by the federal and state governments.

Local government shall help defray RC costs by making payments as follows:

Allowable administrative expenses payable from the approved Block Grant **plus** to defray the cost in writing the application inclusive of such cost as travel, postage, paper, photography and other necessary items the cost of \$750.00 for a new application and \$500.00 for the rewrite of an application.

Mutually agreed by both parties hereto this 7 Day of Jan. 2025.

UNIFIED GOVERNMENT OF  
CUSSETA-CHATTAHOOCHEE  
COUNTY

  
Charles Coffey  
Chair

RIVER VALLEY REGIONAL COMMISSION

\_\_\_\_\_  
Jim Livingston  
Executive Director

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

Jan. 7, 2025.

2.

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

3.

The executive session was called to order at 9:31 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): personnel & legal  
concerns 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.

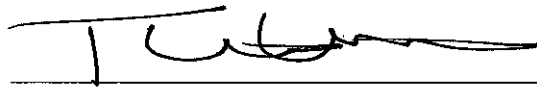
\_\_\_\_ The attempt was immediately ruled out of order and attempts to discuss same ceased immediately.

\_\_\_\_ 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 7 day of Jan, 2025.



County Manager



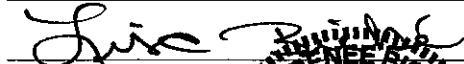
County Board Commissioners Chairman



Commissioner

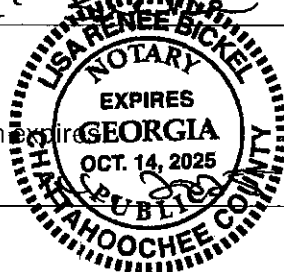
Sworn to and subscribed before me this 7 day of \_\_\_\_\_

Jan. 2025

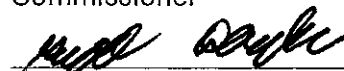


Notary Public

My Commission Expires



Commissioner



Commissioner



Commissioner

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

**Jan. 7, 2025 – BOC Regular Meeting**

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

1. _____	21. _____
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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

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### **MINUTES OF THE MONTHLY WORK SESSION**

**Jan. 27, 2025**

**215 McNaughton St.**

#### **PRESENT:**

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

Lisa Bickel, County Clerk  
Thomas Weaver, County Manager

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

#### **SPEAKER**

**Robert Sumner** – Lives on Lafayette Rd, and he does the training now at the NSA compound. It is up and running, he would like to generate work for the community. He is going to be doing charity events; he would like to offer any help for the county and would like any help the county could help with him as well at no cost. He would like to just give back to the community.

#### **DEPARTMENT HEAD UPDATES:**

**Mordie Askew:** He is in the middle of basketball season, going into baseball season, still looking for umpires, the poles on the field need work, and he still has a rec position open.

**Samantha Hedgecoke:** Partnered with Mordie for the Spring festival, gave out the monthly newsletter, and updates on permits, code violations.

**Chris Tymes:** County Manager gave updates for Chris, he has had issues at well#4 they got a new box & breaker it seems to have fixed the problem., heaters have been replaced, roundabout locates have all been completed, and they are working on raising some hydrants. They have also hired two new laborers.

**Lou Beck:** The County Manager gave updates for Ms. Beck, there has been a large increase in stray dogs, however they have collars, so it may be people dumping, and be on the lookout for a dog with a jug on its head, we have been trying to catch it for a couple of weeks now. FT. Moore, IGSA has nothing to report, but the County manager is attending the weekly meetings now.

**Tom Bickel:** County manager gave updates for public works, the water tower floor is falling through, they are getting ready to replace and install power, they did a small fix on Gordy Mill Pond Rd., it does need asphalt done, however. They had two promotions, Toby is now our mechanic, and Wes is now our foreman. With all the snow we had, we only had to close off one road and it was Stagecoach. They are on the second round of fiber when they get done, they will come back and get all the locate flags in the county.

## **COUNTY MANAGER UPDATES:**

**County Manager Weaver** – Budget time is coming up and we will be getting letters out, hearing dates getting a jump start on the next year.

The following items were discussed as to their relevance for appearance on Feb 4, 2025, regular meeting agenda:

**Cemetery Bylaws** – Will be on the Work Session for next month.

**Conditional Use Permit Process-** To be a continued discussion and the Commission would like to invite the planning & Zoning Board to a meeting as well, they need to look at the process see what needs to be tweaked, the grey areas, what might need to be changed with the verbiage, maybe do a preliminary layout of the CUP process. To continue at the next work session Feb. 24<sup>th</sup> with invite to Planning & Zoning Board, change to evening meeting at 6pm. We also have public hearings that need to be scheduled, and they can be done prior to the Work Session on the 24<sup>th</sup>. Planning and Zoning would also like to go from a seven member to a five-member board.

**2025 SPLOST Bank Account-** Added to agenda as voting item.

**Change to LMIG (Riverbend Rd to Friendship Rd)-** Added to agenda as voting item. Start adding road projects to Work Sessions. Friendship Rd is in rough shape, and we need to get it fixed as quickly as possible. The County manager would like to use the 2024 LMIG funds to address this. Commission agreed.

**Commissioner Frost** inquired about Liberty Hill Rd; the County Manager stated it is right behind Friendship Rd.

**Reappoint Randy Register to Planning & Zoning-** Added to agenda as voting item.

**Reappoint Teresa Smith to Planning & Zoning-** Added to agenda as voting item.

**Reappoint Willie Brown to Planning & Zoning-** Added to agenda as voting item.

**Public Safety Director-** Added to agenda as voting item.

**Commissioner Douglas** inquired about HB581, The County Manager explained about the HB and how it benefits our county to stay opted in. We will, however, have to have a special election about the sales tax and probably this November. We will make an informational flyer to get out to the public and keep on the work session.

**Commissioner Biddle** did thank everyone for appointing him as vice chairman, he said he missed the last meeting and wanted to thank everyone for the nominations.

## **Executive Session:**

A Motion was made to close meeting to the public and enter into Executive Session. **Commissioner Frost** made the Motion; seconded by **Commissioner Biddle**. The vote was unanimous. The executive session was entered into at 10:12 AM.

## **Regular Meeting Reconvened:**

The regular meeting reconvened at 10:55 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. The topics discussed were legal concerns, personnel and real estate.

## 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 Work Session of the Board of Commissioners adjourned at 10:58 am on Monday, Jan. 27, 2025.

  
\_\_\_\_\_  
CHARLES COFFEY, CHAIRMAN

  
\_\_\_\_\_  
TIMOTHY BIDDLE, VICE CHAIRMAN

  
\_\_\_\_\_  
GERALD DOUGLAS, COMMISSIONER

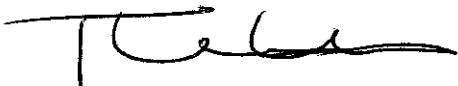
Absent  
\_\_\_\_\_  
DAMON HOYTE, COMMISSIONER

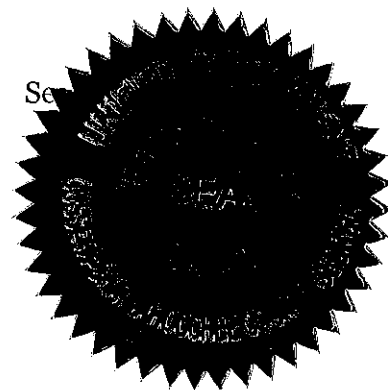
  
\_\_\_\_\_  
JASON FROST, COMMISSIONER

JAN 27, 2025  
DATE APPROVED

I hereby certify that the foregoing documentation, the Minutes of the Jan 27, 2025, Work Session, was approved via majority vote by the Board of Commissioners in its Feb. 4, 2025, regular meeting.

ATTESTED BY:

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



STATE OF GEORGIA

COUNTY OF Chattahoochee

## AFFIDAVIT OF ATTENDING MEMBERS

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Jan. 27, 2025

2.

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

3.

The executive session was called to order at 10:18 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)

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\_\_\_\_\_ Discussion or voting on

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

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

X Other (describe the exemption to the open meetings law): personnel's Real estate  
\_\_\_\_\_ as provided in (insert the citation to the legal authority exempting the  
topic) \_\_\_\_\_

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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 27 day of JAN, 2025.

\_\_\_\_\_  
County Manager

[Signature]  
County Board Commissioners Chairman

\_\_\_\_\_  
Commissioner

[Signature]

\_\_\_\_\_  
Commissioner

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Commissioner

[Signature]

\_\_\_\_\_  
Commissioner

Sworn to and subscribed before me this 27 day of

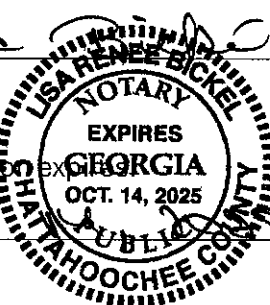
JAN, 2025

[Signature]

Notary Public

My Commission expires

Oct.



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

~~JAN. 27, 2025~~

~~Feb. 4, 2025~~ – BOC Work Session

**PLEASE SIGN IN**

SO THAT WE MAY RECORD YOUR ATTENDANCE

1. <u>Thomas A. Bickel</u>	21. _____
2. <u>Robert Summer</u>	22. _____
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