



WORK SESSION

June 10, 2024
10:00 AM

Albany-Dougherty Government Center
222 Pine Ave, Room 100, Albany, GA 31701

AGENDA

The public will also have access to the live meeting by accessing the Dougherty County Georgia Government Facebook page at facebook.com/Dougherty.ga.us or viewing the public government access channel (Channel 16).

1. Call the meeting to order by Chairman Lorenzo Heard.
2. Roll Call.
3. Minutes.
 - a. [Minutes of May 20th Regular Meeting.](#)
4. Delegations (*The Commission will hear comments on those items pertaining to Dougherty County for which a public hearing has not been held or scheduled. Please be brief, to the point, and considerate of time for others.*)
 - a. Public Information Officer Phyllis Banks present to update the Commission on the 2024 Juneteenth Event.
5. Zoning.
 - a. [Dave Patel, applicant, and C. W. Geer, Jr., owner, \(24-027\) request to rezone a 2.83-acre parcel from C-1 \(Neighborhood Mixed-Use Business District\) to C-2 \(General Mixed-Use Business District\). The rezoning would allow the development of a commercial development. The property is on 1542 South Mock Road parcel. The Planning Commission recommends approval. Angel Gray, Deputy Planning Director will address. **The Public Hearing and Action on this item are scheduled for the June 17, 2024 Regular Meeting.**](#)
6. Purchases.
 - a. [Recommendation to accept the contract from Flint River Consulting \(Albany, GA\) to survey and perform a subsurface investigation for Phase I of the Dougherty County Stabilization Project on Gillionville Road in the amount of \\$35,100. Funding is available is SPLOST VI. Acting County Administrator Barry Brooks, Public Works Director Chuck Mathis, and Engineering Manager, Jeremy Brown will address.](#)

7. Additional Business.

- a. Recommendation from Keep Albany Dougherty Beautiful (KADB) to apply for a GA Environmental Protection Division Scrap Tire Abatement Reimbursement (STAR) Grant in the amount of \$75,000. The grant will be used for abatement, disposal, and the scrapping of used tires discarded at illegal dumping sites all over the City and County to aid in keeping our community clean and livable. This a reimbursable grant with no local match. KADB Executive Director Jwana Washington and CDBG-DR & Grants Program Manager Harriet Hollis will address.
- b. Recommendation to approve the Alcohol Application from Mahadev Cordele, Inc., Alpeshkumar A. Patel licensee, dba Stop N Shot, at 700 Cordele Road for Package-Beer and Wine. The Albany-Dougherty Marshal's Office recommends approval. Chief Deputy Anthony Donaldson, Code Enforcement Department, will address.
- c. Discussion of the nomination for County Clerk Jawahn Ware to serve as the Commission's Voting Delegate at the NACO Business Session on July 15, 2024. Chairman Lorenzo Heard will address.
- d. Recommendation to accept the Task Order from Atlantic Coast Consulting to proceed with professional services to Solid Waste for the modifications of the Horizontal and Vertical Expansion of the Dougherty County Fleming/Gaissert Road Municipal Solid Waste Landfill. The total contract amount for the Task Order shall not exceed \$225,000. Atlantic Coast Consulting is the County's current consultant company. Funding is budgeted is the Solid Waste Enterprise Fund. Acting County Administrator Barry Brooks and Solid Waste Interim Director Melvin Williams will address. Consultant, David Hamilton, Atlantic Coast Consulting, is present.
- e. Presentation and review of the proposed update to Vegetation Ordinance based on recommendations by the Governmental Affairs Committee and input by consultant Molly Esswein with Jarrard & Davis, LLC. Committee Chairwoman Gloria Gaines, Acting County Administrator Barry Brooks, and County Attorney Alex Shalishali will address.
- f. Presentation and review of the proposed update to Timber Harvesting Ordinance based on recommendations by the Governmental Affairs Committee and input by Molly Esswein with Jarrard & Davis, LLC. Committee Chairwoman Gloria Gaines, Acting County Administrator Barry Brooks, and County Attorney Alex Shalishali will address.
- g. Recommendation to establish a Tenant Based Task Force to assist in the Development of a Master Plan for the Dougherty County Judicial Building. The Dougherty County Judicial Building needs a comprehensive, cost effective, and operationally efficient Master Plan. Approval is requested to obtain the necessary authority to create a "Judicial Building Task Force" to work with the architectural firm of SRJ Architects, Inc. to develop the comprehensive plan. Funding to support this developing plan will follow for Board approval in FY 2025. Acting County Administrator Barry Brooks, Facilities Management Director Heidi Hailey, and Architect, Mike Johnson, SRJ Architects will address.

- h. Recommendation to accept Option B for the improvement of access points from the County Right-of-Way joining the Cul-de-Sac of Shady Glen Lane in the amount of \$4,120 as recommended by the Public Works Committee. Funding is available in TSPLOST. The purchase is within the Administrator's authority but discussion amongst the full Board was requested. Public Works Committee Chairman Ed Newsome and Public Works Director Chuck Mathis will address.
 - i. Presentation and review of the proposed FY 2025 Budgets as recommended by the Finance Committee. Finance Committee Chairman Clinton Johnson, Acting County Administrator Barry Brooks, and Interim Finance Director Amy Westenfeld will address. See Budget Books.
- 8. Updates from the Acting County Administrator.
 - a. **REMINDER** - The Governmental Affairs Committee will meet at 1 p.m. today in Room 120.
 - b. Update on Spring Flats and County Line Road.
- 9. Updates from the County Attorney.
- 10. Updates from the County Commission.
- 11. Adjourn.

Dougherty County's Vision Statement

Dougherty County will be a committed leader in sustaining a high quality of life by partnering with citizens, businesses, and other government agencies to make this a community of choice for living, working, and leisure activities.

Dougherty County's Mission Statement

To improve the quality of life for all our citizens by being accessible and good stewards of our resources while delivering cost-effective, responsive, services with integrity, fairness, and friendliness.

Individuals with disabilities who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting or the facilities are required to contact the ADA Coordinator at 229-431-2121 promptly to allow the County to make reasonable accommodations for those persons.

DOUGHERTY COUNTY COMMISSION

DRAFT

REGULAR MEETING MINUTES

May 20, 2024

The Dougherty County Commission met in Room 100 of the Albany-Dougherty Government Center on May 20, 2024. Vice Chairwoman Gloria Gaines presided and called the meeting to order at 10:00 a.m. Present were Commissioners Victor Edwards, Russell Gray, Anthony Jones, Clinton Johnson, and Ed Newsome. Also present were County Attorney Alex Shalishali, Acting County Administrator Barry Brooks, County Clerk Jawahn Ware and other staff. The public participated in person and via live streaming of the meeting on the County's Facebook page and the government public access channel. Chairman Lorenzo Heard was absent.

The invocation was provided by Reverend Chuck Mathis, Public Works Director who Vice Chairwoman Gaines noted has served the County for 45 years.

After the Pledge of Allegiance by Vice Chairwoman Gaines, she called for approval of the minutes of the April 15th Regular Meeting and April 29th Work Session.

Commissioner Johnson moved for approval. Upon a second by Commissioner Newsome, the minutes were unanimously approved.

The Vice Chairwoman recognized Public Works Director Chuck Mathis to accept the proclamation recognizing May 19-25, 2024 as Public Works Week in Dougherty County. Construction/Maintenance Supervisor Brandon Oliver, the 2023 Supervisor of the Year, and Environmental Control Technician Salitorious Hurley, 2023 Employee of the Year, were present. Upon the request of Commissioner Johnson, Mr. Mathis shared that he was the Vice President of the GA Chapter and they will be hosting the APWA National Conference this summer. Appreciation for the work done was provided by the Board to Mr. Mathis. The proclamation reads as follows:

National Public Works Week Proclamation

May 19–25, 2024

“Advancing Quality of Life for All”

WHEREAS, public works professionals focus on infrastructure, facilities and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life and well-being of the people of Dougherty County, Albany, Georgia; and,

WHEREAS, these infrastructure, facilities and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers, and

employees at all levels of government and the private sector, who are responsible for rebuilding, improving, and protecting our nation’s transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and,

WHEREAS, it is in the public interest for the citizens, civic leaders and children in Dougherty County, Albany, Georgia to gain knowledge of and to maintain an ongoing interest and understanding of the importance of public works and public works programs in their respective communities; and,

WHEREAS, the year 2024 marks the 64th annual National Public Works Week sponsored by the American Public Works Association/Canadian Public Works Association be it now, RESOLVED, I, Lorenzo L. Heard, Commission Chairman, do hereby designate the week May 19 – 25, 2024 as National Public Works Week; I urge all citizens to join with representatives of the American Public Works Association and government agencies in activities, events, and ceremonies designed to pay tribute to our public works professionals, engineers, managers, and employees and to recognize the substantial contributions they make to protecting our national health, safety, and quality of life.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the County of Dougherty, Georgia to be affixed,

DONE in Dougherty County, Albany, Georgia this 20th day of May 2024.

BOARD OF COMMISSIONERS OF DOUGHERTY COUNTY, GEORGIA

BY: _____
Lorenzo L. Heard, Chairman

The Vice Chairwoman recognized Debra Richardson, County Representative on the Department of Behavioral Health and Development Disabilities- Region 4 Board, to provide an update and share information about the May 24, 2024 Mental Health Event. Kelly Wessleman, NAMI representative, was also present. It was noted that the other Board representative, Gail Davenport, could not attend. Ms. Richardson said that Dougherty County was fortunate to have several mental health partners and resources. Their goal was to help reduce the stigma regarding mental health. The Board was thanked for their support and the ladies will update the Board regarding mental health housing availability in our area.

The Vice Chairwoman recognized EMS Director Sam Allen to accept the proclamation recognizing May 19-25, 2024 as Emergency Management Services Week in Dougherty County. Some of the individuals from A shift were present. Mr. Allen shared that he has served Dougherty County for 52 years. This was the 50th anniversary of the National EMS

Week. The new critical care licensing for the state of Georgia and some plans with community partners were shared. EMS staff were recognized by the Board for their leadership and responsiveness. Mr. Brooks shared that he was working with the City of Albany to obtain a certified 911 center and have the County involved more in the forefront with emergency discussions. The proclamation reads as follows:

National EMS Week
May 19–25, 2024
“Honoring Our Past”

WHEREAS, emergency medical services are a vital public service; and

WHEREAS, the members of emergency medical services teams are ready to provide lifesaving care to those in need 24 hours a day, seven days a week, and

WHEREAS, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

WHEREAS, the emergency medical care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

WHEREAS, the emergency medical services system consists of emergency physicians, emergency nurses, emergency medical technicians, paramedics, firefighters, educators, administrators and others; and

WHEREAS, the members of emergency medical services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and

WHEREAS, it is appropriate to recognize the value and the accomplishments of emergency medical services providers by designating Emergency Medical Services Week; now

THEREFORE, we, the Board of Commissioners of Dougherty County, Georgia in recognition of the 50th Anniversary do hereby proclaim the week of May 19–25, 2024 as

EMERGENCY MEDICAL SERVICES WEEK

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Great Seal of the County of Dougherty on this 20th day of May in the year of our Lord two-thousand and twenty-four.

**BOARD OF COMMISSIONERS
DOUGHERTY COUNTY, GEORGIA**

Lorenzo L. Heard, Chairman

The Vice Chairwoman opened the traffic-calming public hearing for the petition for three Speed Hump Installations for Thompson Drive (Roseland Subdivision). The estimated cost is \$16,225 and funding is available in TSPLOST. Public Works Director Chuck Mathis addressed. Under comments, Commissioner Edwards asked about the petitions and Mr. Brown shared that 100% of residents signed. Policy and situational questions were addressed for the Board. Commissioner Gray suggested that the petitioners cost share the request to help save taxpayers money. Mr. Mathis emphasized that Dougherty County used federal guidelines for our policy and that the requirements were met. Commissioner Jones shared that the Board should be concerned about saving lives and the quality of life for citizens. There being no one present to speak in favor or opposition, the traffic calming public hearing was closed.

The Vice Chairwoman opened the traffic-calming public hearing for the petition for nine Speed Hump Installations for Van Cise Lane (Van Cise Subdivision). The estimated cost is \$51,150 and funding is available in TSPLOST. Public Works Director Chuck Mathis addressed. It was noted that the requirements were met and Mr. Brown shared that there were 21 of 33 lot signatures received. There being no one present to speak in favor or opposition, the traffic calming public hearing was closed.

The Vice Chairwoman opened the traffic-calming public hearing for the petition for three Speed Hump Installations for Phoebe Road (Phoebe Park Subdivision). The estimated cost is \$17,055 and funding is available in TSPLOST. Public Works Director Chuck Mathis addressed. It was noted that the requirements were met and Mr. Brown shared that there were 12 of 15 signatures received. Commissioner Edwards requested that the petitions be part of future packets. Attorney Shalishali shared that there were no concerns with doing so. Upon a request of Commissioner Johnson, Mr. Mathis mentioned how speed limits were set. There being no one present to speak in favor or opposition, the traffic calming public hearing was closed.

The Vice Chairwoman called for consideration of the recommendation from Solid Waste to amend the Solid Waste Operating Budget by transferring \$80,900 from the use of Fund Balance to various accounts. The amendment is required due to the increased costs of heavy equipment maintenance.

Commissioner Johnson moved for approval. Commissioner Newsome seconded the motion. Under discussion, Commissioner Gray asked about the use of the Fund Balance Account and clarified that it should come from the Solid Waste Enterprise Fund Balance. Commissioner Gray made a substitute motion to be specific that the funding would derive from the Solid Waste Fund balance. Commissioner Jones seconded the motion. There being no further discussion, the substitute motion passed unanimously for approval.

The Vice Chairwoman called for consideration of the recommendation from Facilities Management to reallocate \$400,000 from SPLOST VII Festival Springs Fountain to SPLOST VII RiverQuarium Improvements. The reallocation will allow Dougherty County

Facilities Management to expend up to \$400,000 to work with the Artesian Alliance for the drafting, demolition, and construction plans of Phase 1 improvements. The Commission approved the project in the May 6, 2024 Regular Meeting.

Commissioner Gray moved for approval. Upon a second by Commissioner Johnson, the motion for approval passed unanimously.

The Vice Chairwoman called for consideration of the recommendation for three Speed Hump Installations for Thompson Drive (Roseland Subdivision). The estimated cost is \$16,225 and funding is available in TSPLOST.

Commissioner Gray moved to deny the recommendation of three-speed hump installations for Thompson Drive. Commissioner Newsome seconded the motion. The motion to deny passed with four ayes by Commissioners Edwards, Gray, Johnson and Newsome and two nays by Vice Chairwoman Gaines and Commissioner Jones.

The Vice Chairwoman called for consideration of the recommendation for nine Speed Hump Installations for Van Cise Lane (Van Cise Subdivision). The estimated cost is \$51,150 and funding is available in TSPLOST.

Commissioner Newsome moved for approval. Upon a second by Commissioner Gray, the motion for approval passed unanimously.

The Vice Chairwoman called for consideration of the recommendation for three Speed Hump Installations for Phoebe Road (Phoebe Park Subdivision). The estimated cost is \$17,055 and funding is available in TSPLOST.

Commissioner Jones moved for approval. The motion failed due to a lack of a second.

The Vice Chairwoman called for consideration of the zoning consideration of new owner and applicant, Sea Breeze Suburban, LLC, (24-006) request to rezone a 6.76 acre developed parcel from C-R (Community Residential Multiple-Dwelling District) to R-MHP (Mobile Home Park District). The rezoning would allow the current expired manufactured home park to be re-established to meet the regulations per Dougherty County Ordinance Part II, Chapter 2-9, Articles I & II. The property is at 3325 Sylvester Hwy. The Planning Commission recommended approval. The County Commission tabled the initial request presented in the March 18, 2024 Regular Meeting. Per the Albany-Dougherty County Zoning Ordinance Title III, Article 4, Section 4.04 C(2), the Board of Commissioners must take action within 70 days of the Public Hearing. Angel Gray, Deputy Director of Planning and Development Services, addressed.

Commissioner Johnson moved for approval. Commissioner Jones seconded the motion. Under discussion, Mrs. Gray clarified that there was a new owner for the same active case. She explained that the new owner understood the Commission's concerns. Additionally,

information was provided and Mrs. Gray shared the historical classification to the Board. Mr. Mathis responded to a question regarding ditches and Ms. Gray mentioned that there was a requirement that the first inch of rain was captured to prevent a runoff. She explained the process of permitting and other requirements that would fall under the Army Corps of Engineers. The new property manager Gary Osterberg provided plans for quality homes.

Mr. Brooks reminded the Board that there will be no County Commission meeting on Monday, May 27, 2024, in observance of Memorial Day. The next Regular Meeting will Monday, June 3rd. There was an update provided that the Finance Committee had revised the meeting schedule. They will meet immediately following the Regular Meeting today in Room 120 and at 9 a.m. on Wednesday, May 22nd also in Room 120. He shared that representatives from the Albany State University (ASU) Criminal Justice Program contacted him on Friday to execute a MOU. The County has supported the initiative in the past. The request was that the City of Albany, Dougherty County, and the Dougherty County Police Department partner with the Liberty House, Lily Pad, and Victim Witness Assistance for a 3-year \$300,000 grant. ASU was awarded the grant twice before and the Chairman was asked to sign in support. In his absence, Vice Chairwoman Gaines could sign. This request would have been on the agenda if it had been presented before the deadline. However, the Chairman's signing of the document without being placed on the agenda aligns with past practices. Vice Chairwoman Gaines obtained unanimous consent to support the effort.

Commissioner Johnson commended the recent graduates and suggested that the Board move to utilize tablets to save paper. Commissioner Gray commended the recent graduates and requested a moment of silence for the Deerfield Windsor graduate who lost his life. Vice Chairwoman Gaines asked about the Board's desire to reconvene the Development Authority. She shared that some of the members preferred to meet to understand their roles. Mr. Brooks asked what would be the agenda topics, beyond the organizational discussion. Commissioner Johnson suggested that Attorney Shalishali work with his law partner who has a specialty on Development Authorities. Mr. Brooks requested that the Board be patient and allow the meeting to occur after June 30th. Vice Chairwoman Gaines said to proceed as convenient and Commissioner Johnson reminded citizens to vote.

There being no further business to come before the Commission, the meeting adjourned at 11:40 a.m.

CHAIRMAN

ATTEST:

COUNTY CLERK



MEMORANDUM

Date: June 6, 2024
To: Dougherty County Board of Commissioners
From: Albany-Dougherty Planning Commission
Subject: 24-027 (Rezoning) 1542 S Mock Road

Dave Patel (24-027) has submitted an application to the Albany Dougherty Planning Commission requesting that the Official Zoning Map of Dougherty County, Georgia, be amended to rezone a 2.83-acre parcel from C-1 (Neighborhood Mixed-Use Business District) to C-2 (General Mixed-Use Business District). The rezoning would allow the development of a commercial development. The property is on 1542 South Mock Road parcel (00156/00001/003). The property owner C. W. Geer, Jr. The Applicant is Dave Patel. District 6

Jimmy Hall offered a motion to approve; Helen Young seconded the motion. The motion carried 6-0-1 with the following votes:

- Sanford Hillsman Tie or Quorum
Aaron Johnson Yes
Art Brown Yes
Charles Ochie Yes
William Geer Abstain
Jimmy Hall Yes
Helen Young Yes
Willie Simmons Yes

PLANNING & DEVELOPMENT SERVICES

P.O. Box 447 Albany, GA 31702 | Phone: 229.438.3901 | Fax: 229.438.3965 | www.albanyga.gov

STAFF ANALYSIS AND REPORT APPLICATION #24-027 REZONING



OWNER:	C. W. Greer JR
APPLICANT:	Dave Patel
LOCATION:	1542 South Mock Road Tax Parcel 00156/00001/003
CURRENT ZONING/USE:	
Zoning:	C-1 (Neighborhood Mixed-Use Business District)
Use:	2.83 Acre Vacant Parcel (previous retail)
PROPOSED ZONING/USE:	
Zoning:	C-2 (General Mixed-Use Business District)
Use:	Commercial Development
ZONING/ADJACENT LAND USE:	
<u>North:</u> Zoning:	M-1 (Restricted Industrial District)
Land Use:	Vacant lands, light industrial businesses.
<u>South:</u> Zoning:	C-3c (Commercial District, conditional)
Land Use:	Vacant
<u>West:</u> Zoning:	C-2 (General Mixed-Use Business District)
Land Use:	Vacant land, Mixed Commercial, & Residential

East Zoning: M-1 (Restricted Industrial District)
Land Use: Mixed Light Industrial, vacant, and Residential Uses

MEETING INFORMATION:

Planning Commission: 6/6/2024, 2:00 P.M., Government Center,
222 Pine Avenue, Rm. 100
Public Hearing: 6/17/2024, 8:30 A.M., Government Center,
222 Pine Avenue, Rm. 100

RECOMMENDATION: **Approval**

BASIC INFORMATION

Dave Patel has submitted an application to the Albany Dougherty Planning Commission requesting that the Official Zoning Map of Dougherty County, Georgia, be amended to rezone a 2.83-acre parcel from C-1 (Neighborhood Mixed-Use Business District) to C-2 (General Mixed-Use Business District). The rezoning would allow for commercial development.

PHYSICAL CHARACTERISTICS AND INFRASTRUCTURE

This site is a 2.83-acre vacant parcel on the corner of S. Mock Road and Moultrie Hwy. Public water and sanitary sewers serve the property, which is not within the 100-year floodplain.

RELEVANT ZONING HISTORY

The parcel's original zoning was M-1, and it was rezoned to C-1 in 1981. Its previously developed use was as a liquor store. The structure was severely damaged and demolished after the 2017 tornadoes.

PLANNING CONSIDERATIONS

Listed below are several issues for consideration in evaluating this rezoning application.

1. *Will the rezoning proposal permit suitable use for the use and development of adjacent and nearby property?*
Yes. The rezoning of C-2 will allow for commercial business within the parcel.

2. *Will the rezoning proposal adversely affect the existing use or usability of adjacent or nearby property?*

No, the rezoning is not believed to adversely affect the existing use of adjacent properties.

3. *Does the property affected by the rezoning proposal have reasonable economic use as currently zoned?*

Yes. This parcel is currently zoned C-1, a more restrictive commercial use. The C-2 zoning district is less restrictive and would allow for broader commercial business opportunities in the area.

4. *Will the rezoning proposal result in a use that will or could cause excessive or burdensome use of existing streets, transportation facilities, utilities, or schools?*

- **Impact on Utilities:** The proposed use will not impact utilities.
- **Impact on the School System:** The proposed use will not impact the school system.
- **Impact on Transportation Network:** Staff estimates that the effect of the rezoning on the surrounding transportation network would be moderate and as follows:

Trip Generation: Due to uncertainty about the parcel's proposed use, staff ran trip generation on the highest and lowest traffic generators in a C-2 zoning designation. Based on Trip Generation's 11th Edition, the highest daily traffic would be generated by a 5,500 Sq ft to 10,000 Sq Ft Gasoline/Service Station with 12 Fueling Stations, which would generate 2,064 trips per day. A General Office Building would generate the lowest daily traffic, with 3 to 27 daily trips for every 1000 sq. ft.

AADT: The closest Average Daily Traffic (AADT) is at S. Mock Rd and Power Ln., with an AADT of 9,900 in 2022.

Road Improvements: According to the **FY 2024-2027 Transportation Improvement Program** and the **Dougherty Area Regional Transportation Study 2045**, P.I. 000473 SR 133 FM N OF CR 459/COUNTY LINE RD TO N OF CR 540/HOLLY DR. (Moultrie Road Widening) is currently under construction with an estimated completion date of February 2025. The proposed project will expand State Route 133 from 2 to 4 Lanes.

Road Classifications: Streets that provide access to the subject property are classified accordingly:

- S. Mock Rd is classified as an Urban Minor Arterial.
- Moultrie Rd. (SR133) is classified as an Urban Minor Arterial.

Public Transit Routes: Albany Transit System does not serve this location.

Accident Information: The Planning Staff has run accident reports to provide data for the immediate area, from the Liberty Expressway to S. Mock Rd. Reports indicate that 17 accidents have been reported over the past year. No fatal crashes were reported, and 11 injuries were reported.

Proposed Driveway/Parking Plan: The applicant has not proposed a site plan. Currently, the parcel is accessed from S. Mock Road. It does have access to Moultrie Road, but due to the construction project currently underway to widen SR 133, GA DOT may not allow access.

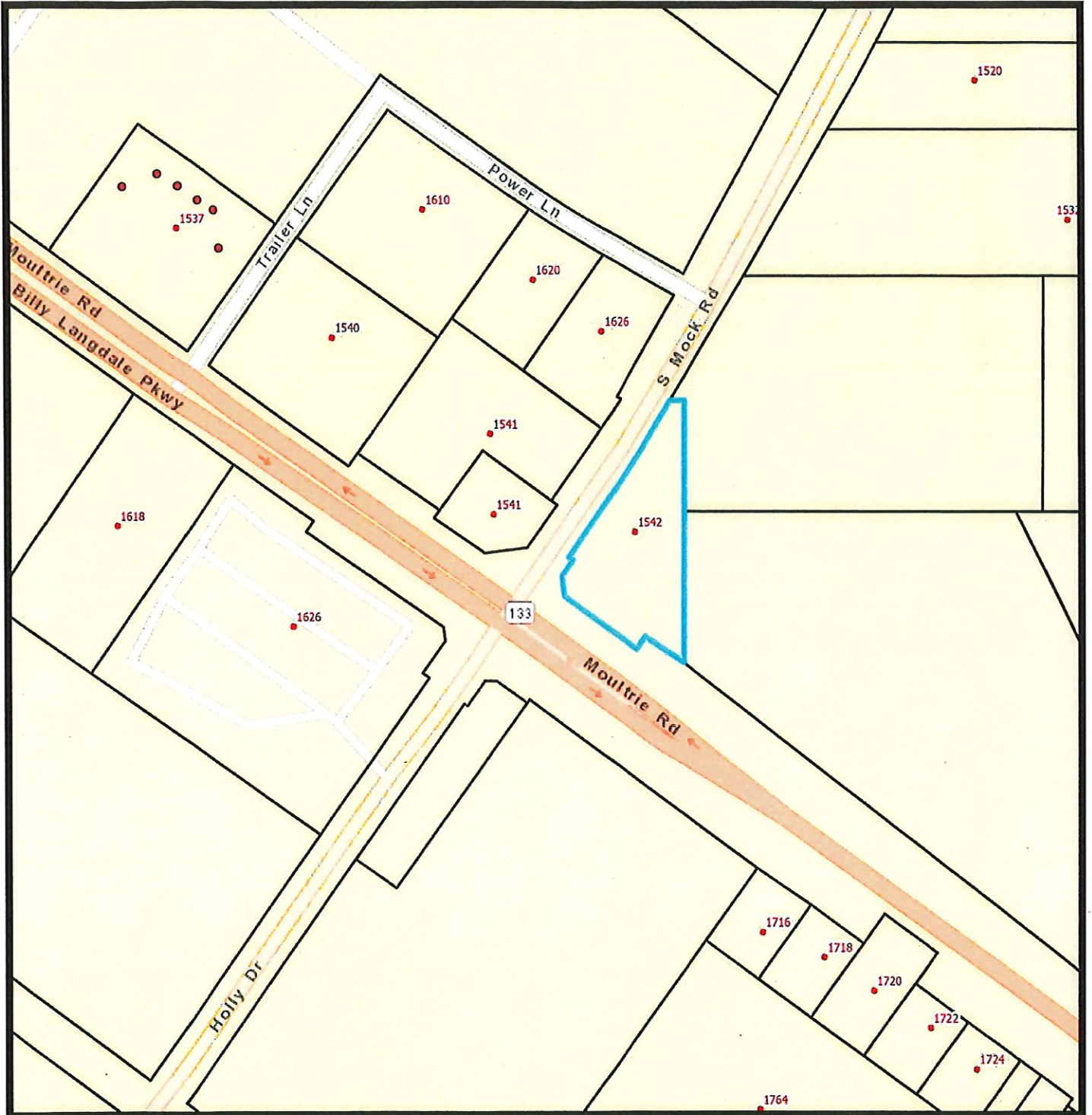
Analysis: Staff finds there should be minimal additional impact on the surrounding transportation network anticipated due to the proposed use.

5. *Does the rezoning proposal conform to the policy and intent of the Albany-Dougherty Comprehensive Plan for Development (2026)?*
Yes. The parcel is currently designated as Commercial in the Comprehensive Plan. Rezoning to C-2 General Mixed-Use Business District will align with the Plan.
6. *Are there other existing or changing conditions affecting the use and development of the property that provide grounds for approving or disapproving the rezoning proposal as submitted?*
None that the staff has identified.

RECOMMENDATION

Staff recommends **approval** to rezone the 2.83 acres from C-1 (Neighborhood Mixed-Use Business District) to C-2 (General Mixed-Use Business District).

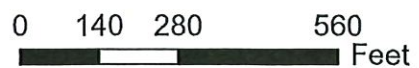
LOCATION



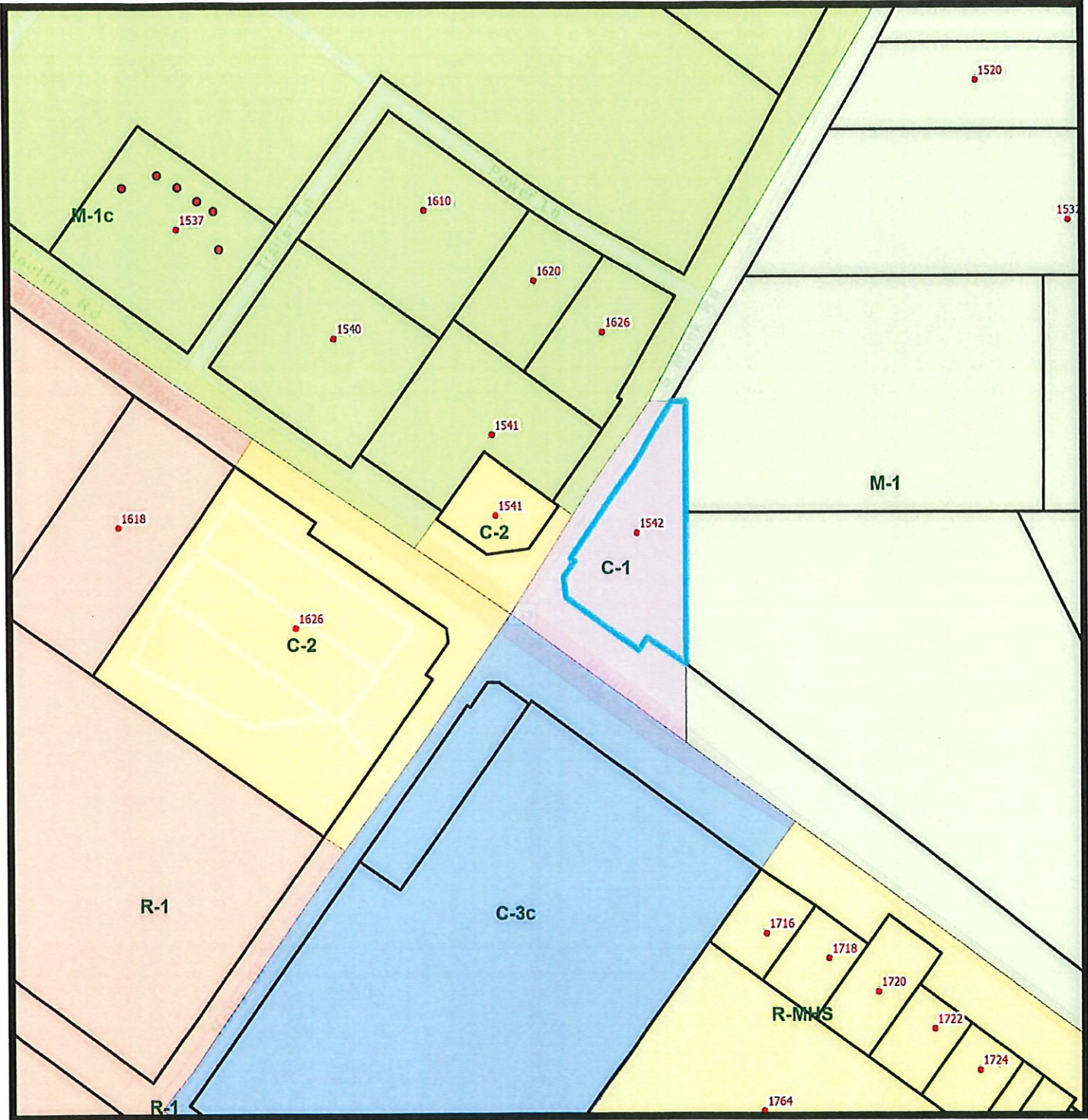
24-027
1542 S. Mock Rd
Rezoning



Disclaimer: Albany GIS makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. All data is subject to change.



ZONING



24-027
1542 S. Mock Rd
Rezoning



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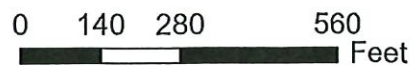
AERIAL



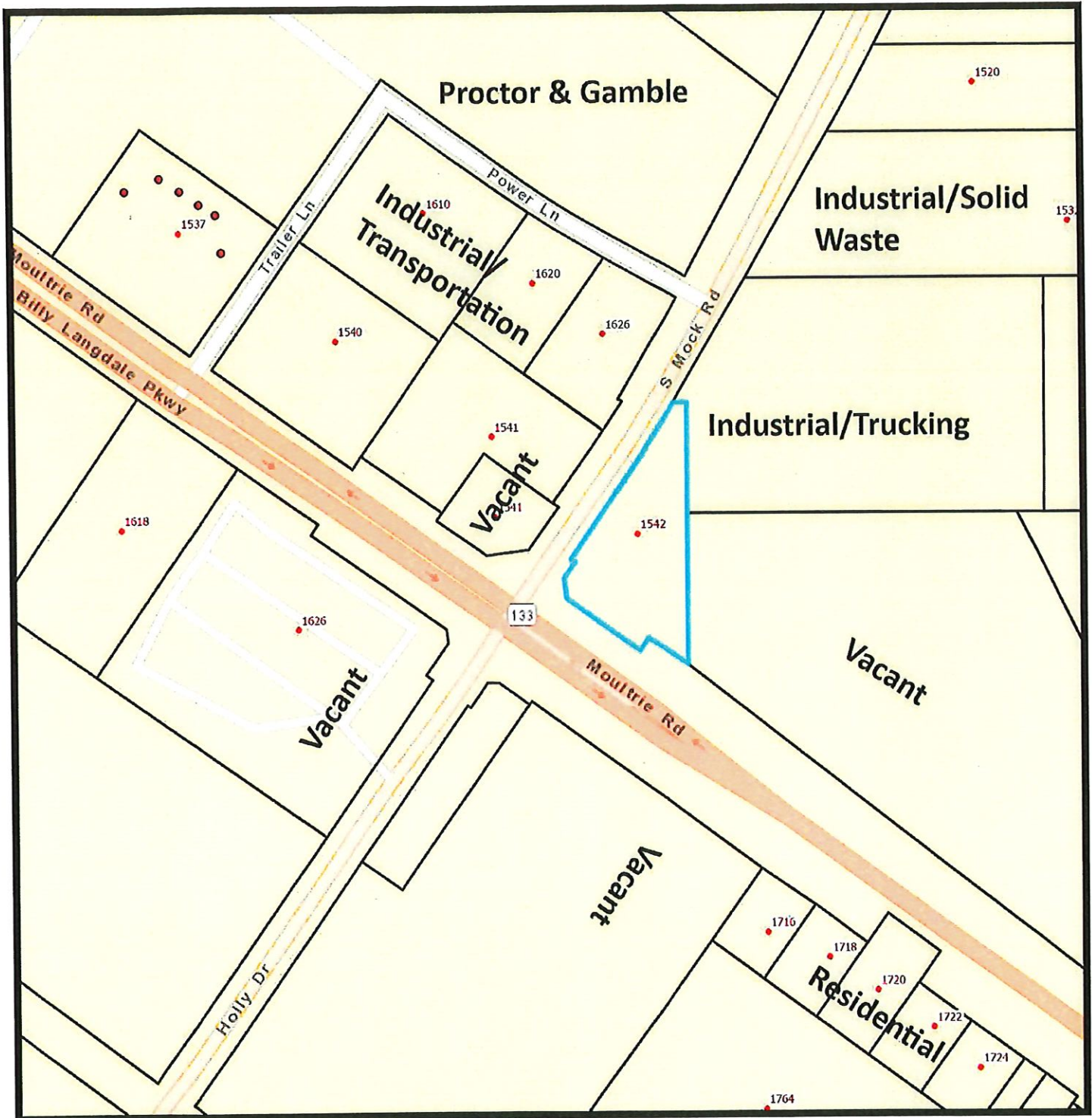
24-027
1542 S. Mock Rd
Rezoning



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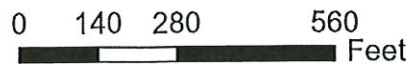
CURRENT LANDUSE



24-027
1542 S. Mock Rd
Rezoning



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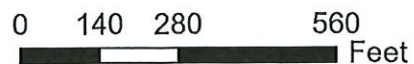
FUTURE LANDUSE



24-027
1542 S. Mock Rd
Rezoning



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PROPERTY OWNER
 C.W. GEER, JR.
 608 AZALEA BLVD
 ALBANY, GA 31705

APPLICANT
 DAVE PATEL
 107 LAUREL DRIVE
 ALBANY, GA 31721
 PHONE: 229-886-2254
 EMAIL: dpat1342@gmail.com



CLAUDE WILSON GEER III & ETAL
 D.B. 801, PG. 255

HENDERSON JOHNNY
 D.B. 2901, PG. 01

REZONING PLAN FOR
PROPERTY OF C.W. GEER, JR.
 PART OF LAND LOT 185, FIRST LAND DISTRICT
 DOUGHERTY COUNTY, GEORGIA

1504 W. THIRD AVENUE ALBANY, GEORGIA
 31707 (229) 438-0522 FAX (229) 438-0921
 EMAIL: CWEB@LANIER-ENGINEERING.COM

DATE	02/09/24	SHEET NUMBER	1 OF 1
SCALE	1" = 100'	DATE	02/09/24
DESIGNED	DMC	DATE	02/09/24
CHECKED	DMC	DATE	02/09/24
DATE	02/09/24	DATE	02/09/24



**DOUGHERTY COUNTY BOARD OF COMMISSIONERS
ADMINISTRATION**

Agenda Item

Date: June 5, 2024
Meeting Date: June 10, 2024
Subject/Title: Gillionville Canal Stabilization – Phase I Evaluation
Presented for: Decision
Presenters: Chuck Mathis and Jeremy Brown

Statement of Issue

The Public Works Department is requesting professional services for assistance in the Gillionville Canal Stabilization project.

History/Facts and Issues

The Dougherty County Public Works Department is requesting the approval to obtain professional services from Flint River Consulting (Albany, GA) in the amount of \$35,100. Professional services are necessary for the Phase I survey and subsurface investigation to determine potential solutions to the Gillionville canal slope failure.

Recommended Action

Recommend that the Dougherty County Commission approves the agreement with Flint River Consulting (Albany, GA) for the Phase I Survey and Subsurface Investigation of the Gillionville canal in the amount of \$35,100.

Funding Source

SPLOST VI



April 29, 2024

Mr. Jeremy W. Brown, P.E.
Engineering Manager
Dougherty County
2038 Newton Rd.
Albany, GA 31701

RE: Dougherty County Canal Stabilization Project

Dear Mr. Brown:

Please find the attached scope of services and fee to complete the Dougherty County Canal Stabilization Project.

This project will design a structural solution to failing slopes along the Dougherty County canal located north of Gillionville Road and adjacent to 2901 Gillionville Road.

To accomplish this task, Flint River Consulting (FRC) has assembled the following team:

Survey: Lanier Engineering
Geotechnical: TTL
Structural: M-Square Associates

As seen in Exhibit A, the project is broken into two phases. The first phase will be to conduct field surveys and geotechnical exploration. The results of the field work will be examined by FRC and the structural engineer to provide a recommendation to Dougherty County for the type of wall system best suited for this location. The second phase will be to generate construction drawings, contract documents, and specifications for bidding.

FRC is prepared to manage the project under one contract and we look forward to serving Dougherty County on this project.

Sincerely,

A handwritten signature in blue ink that reads 'Michael L. Talley'.

Michael L. Talley, P.E., CFM



PO Box 71143, Albany, GA 31708
(229) 869-4241

PROFESSIONAL SERVICES AGREEMENT

PROJECT: Dougherty County Canal Stabilization Project
CLIENT: Dougherty County
CONTACT: Jeremy Brown, P.E.
ADDRESS: 2038 Newton Road, Albany, GA 31701
TELEPHONE: (229) 430-6120

SCOPE:

Flint River Consulting (FRC) will provide engineering services to Dougherty County (CLIENT) per the attached Exhibit A, Scope of Services for the above listed project. Required subconsultants to complete the Scope of Services defined in Exhibit A are included under this contract.

SUPPORT INFORMATION: CLIENT will provide access to available Dougherty County records, survey data, GIS data if available and access to the site as required to complete the Scope of Services.

EXCLUSIONS:

Services not set forth above as Scope are specifically excluded from the scope of FRC’s services. FRC assumes no responsibility to perform any services not specifically listed in Scope. Exclusions include but not limited to environmental surveys, ESA determinations, U.S. Corps of Engineers permits, wetland delineation or permitting, FEMA studies or submittals.

FEES:

Phase 1: For Phase 1 services described in Exhibit A, the Lump Sum Fee is **\$35,100**, and shall be billed monthly based on percent complete.

Phase 2: A lump sum fee will be negotiated under a separate contract for Phase 2.

ADDITIONAL SERVICES shall be any service authorized by the CLIENT and provided by FRC which is not specifically included in Scope of work as defined above. **ADDITIONAL SERVICES** shall be reimbursed at FRC standard rates (Exhibit B) for items provided in-house, or direct expenses times a multiplier of 1.10, or negotiated lump sum.

TERMS: The Terms of the Agreement follow this page.

SCHEDULE: The proposed services shall begin upon receipt of this signed agreement and will be defined as authorization to proceed. Time to completion will be dependent upon weather conditions, review by Dougherty County and review by City of Albany.

CLIENT: Dougherty County

Flint River Consulting (FRC)

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A

Scope of Services

Dougherty County Canal Stabilization

Project Description:

A portion of the Dougherty County drainage canal upstream of Gillionville Road is undergoing a slope failure. The County has re-graded this area several times in the past, but the slope continues to fail. The proposed project is to develop a plan to provide structural support to the slope via an engineered solution such as a gabion wall.

Phase I – Site Assessment Phase

Surveying:

The canal will be surveyed from Gillionville Rd north approximately 1,000 feet. Property lines will be surveyed to determine the existing right of way for the east side of the canal and Gillionville Road. No GDOT permit is required.

Geotechnical Exploration:

To determine appropriate structural solutions, Geotech exploration is required to define the soil qualities and properties. The exploration will obtain subsurface data from the site and develop recommendations for the use in stabilizing the slope. The soil test borings will be via a truck mounted drilling rig. Two (2) soil borings are proposed.

Structural Engineering:

Upon receipt of the survey data and results of the geotechnical exploration, a structural engineer will examine the foundation requirements for the assumed gabion wall placement. The structural engineer will provide input on the feasibility of the proposed gabion wall design.

Phase 1 Summary Report:

Upon completion of the survey, geotechnical exploration, and structural engineering review, a concept report will be prepared for Dougherty County. The report will summarize the findings of the various disciplines and provide a recommended design.

Phase 2 – Design Phase

Construction Drawings:

Upon approval and direction from Dougherty County regarding the Phase 1 Summary Report, a fee will be negotiated to complete construction drawings. The results of Phase 1 will dictate the type of embankment structure chosen, which will impact the level of effort and expertise to prepare construction drawings. The main driver for this is if there is a need for structural engineering design and drawings.

The construction drawings will be produced for submittal to the City of Albany for review and issuance of a Land Disturbance Permit. It is anticipated that the disturbed area will be less than 1 acre. Submittal of a Notice of Intent (NOI) will not be required.

Bidding and Construction:

Provide bidding assistance by preparing contract documents, specifications, pre-bid meeting, and conducting the bid opening. Bid tabs will be tallied and a recommendation of award will be provided to Dougherty County. Upon selection of the successful bidder, will work with the contractor to issue a Notice to Proceed. During construction, periodic site visits will be conducted to track contract progress. Completed items on monthly pay requests will be verified via site visits and discussions with the contractor.

Exhibit B
Fee Schedule

Phase 1		
Survey	\$	9,300
Geotechnical	\$	11,200
Structural	\$	6,600
Report	\$	8,000
<hr/>		
Phase 1 Total	\$	35,100

Phase 2		
Construction Drawings		TBD
Construction Services		TBD
<hr/>		
Phase 2 Total		TBD

Exhibit C
Flint River Consulting, LLC
2024 Standard Hourly Rates

Engineering/Landscape Architecture/ROW	Hourly Billing Rate
Project Manager	\$180
Senior Engineer	\$200
Clerical	\$40

TERMS OF THE AGREEMENT

1. NOTICE TO PROCEED

FRC receipt of signed Agreement shall be construed as authorization by CLIENT for FRC to proceed with services as set forth in scope of work, unless otherwise provided for in the authorization.

2. HOURLY RATES

FRC's Standard hourly rates are indicated in an attached exhibit. FRC reserves the right to adjust these rates for future calendar years.

3. DIRECT EXPENSES

FRC's Direct Expenses shall be those costs incurred on or directly for the Project, including but not limited to necessary transportation costs including mileage CLIENT its, or its employee's, automobiles are used, meals and lodging, laboratory tests and analyses, computer services, word processing services, telephone, printing and binding charges. Reimbursement for these expenses if allowed by this agreement shall be on the basis of FRC contract rates for the applicable assignment.

4. PAYMENT

Monthly invoices will be issued by FRC for all work performed under the terms of this agreement. Invoices are due and payable on receipt and shall be considered past due if not paid within 30 calendar days. Interest at the rate of 1½% per month will be charged on all past due amounts, unless not permitted by law, in which case, interest will be charged at the highest amount permitted by law. If the CLIENT is in breach of the payment terms or otherwise is in material breach of this Agreement, FRC may suspend performance of services upon five (5) days notice to the CLIENT. FRC shall have no liability to the CLIENT, and the CLIENT agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by the CLIENT. Upon receipt of payment in full of all outstanding sums due from the CLIENT, FRC shall resume services. If FRC's services are suspended for more than ninety (90) days, consecutive or in the aggregate, FRC may terminate this Agreement

5. COLLECTION COSTS

If CLIENT fails to make payments when due and FRC incurs any costs in order to collect overdue sums from the CLIENT, CLIENT agrees that all such collection costs incurred shall immediately become due and payable to FRC. Collection costs shall include, without limitation, legal fees, collection agency fees and expenses, court costs, collection bonds and reasonable FRC staff costs at standard billing rates for the time spent in efforts to collect. This obligation of CLIENT to pay FRC's collection costs shall survive the term of this Agreement or any earlier termination by either party.

6. TERMINATION

Either CLIENT or FRC may terminate this authorization by giving not less than five (5) days written notice to the other party. In such event CLIENT shall within fifteen (15) days of termination pay FRC in full for all work previously authorized and performed prior to effective date of termination. If no notice of termination is given, relationships and obligations created by this Authorization shall be terminated upon completion of all applicable requirements of this Authorization.

7. ASSIGNMENT

FRC shall not transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of CLIENT. Subcontracting to subconsultants normally contemplated by FRC shall not be considered an assignment for purposes of this Agreement.

8. OWNERSHIP OF INSTRUMENTS OF SERVICE

All reports, drawings, specifications, computer files, field data, notes and other documents and instruments prepared by FRC as instruments of service shall remain the property of FRC. FRC shall retain all common law, statutory and other reserved rights, including the copyright thereto.

9. CONSTRUCTION OBSERVATION

If FRC visits a site in order to observe the progress and quality of the Work completed by the Contractor, such visits and observation are not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather are to allow FRC, as an experienced professional, to become generally familiar with the Work in progress and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. FRC shall not supervise, direct or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected neither by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor. FRC shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. FRC does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

10. PROFESSIONAL STANDARD OF CARE

In providing services under this Agreement, FRC will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. FRC makes no other warranty, express or implied, as to its professional services rendered under this Agreement.

11. LIMITATION OF LIABILITY

To the fullest extent permitted by law, and not withstanding any other provision of this Agreement, the total liability, in the aggregate, of FRC and FRC's officers, directors, partners, employees and subconsultants, and any of them, to the CLIENT and anyone claiming by or through the CLIENT, for any and all claims, losses, costs or damages, including attorneys' fees and costs and expert-witness fees and costs of any nature whatsoever or claims expenses resulting from or in any way related to the Project or the Agreement from any cause or causes shall not exceed the total compensation received by FRC under this Agreement. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

12. MEDIATION

In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the CLIENT and FRC agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation unless the parties mutually agree otherwise. The CLIENT and FRC further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between the parties to all those agreements.

13. LEGAL EXPENSES

In the event of any litigation arising from or related to this Agreement or the services provided under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred, including staff time, court costs, attorneys' fees and all other related expenses in such litigation. In the event of a non-adjudicative settlement of litigation between the

parties or a resolution of a dispute by arbitration, the term "prevailing party" shall be determined by that process. In the event legal action is necessary to enforce the payment terms of this Agreement, FRC shall be entitled to collect from the CLIENT any judgment or settlement sums due, plus reasonable attorneys' fees, court costs and other expenses incurred by FRC in connection therewith and, in addition, the reasonable value of FRC's time and expenses spent in connection with such collection action, computed according to FRC's prevailing hourly rates and expense policies.

or toxic materials. In the event FRC or any of its employees encounters any hazardous or toxic materials, or should it become known to FRC that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of FRC's services, FRC may, at its option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the CLIENT retains appropriate consultants or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations.

14. CONTRACTOR AND SUBCONTRACTOR CLAIMS

The CLIENT agrees, to the fullest extent permitted by law, to limit the liability of FRC and FRC's officers, directors, partners, employees and subconsultants to all construction contractors and subcontractors on the Project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of FRC and FRC's subconsultants to all those named shall not exceed FRC's total fee for services rendered on this Project. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising unless otherwise prohibited by law.

B. INDEMNITY

The CLIENT agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless FRC, its officers, partners, employees and consultants (collectively, FRC) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of FRC.

15. INFORMATION PROVIDED BY OTHERS

The Client shall furnish, at the Client's expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. FRC may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof.

C. DEFINITION

As used in this Agreement, the term hazardous materials shall mean any substances, including but not limited to asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site.

16. ENGINEER'S OPINION OF PROBABLE COST

In providing opinions of probable cost, the CLIENT understands that FRC has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that FRC's opinions of probable cost are made on the basis of professional judgment and experience. FRC makes no warranty, express or implied, that the bids or the cost of the work will not vary from the opinion of probable cost.

20. SEVERABILITY

Any term or provision of this Agreement found to be invalid under any applicable statute or rule of law shall be deemed omitted and the remainder of this Agreement shall remain in full force and effect.

17. CERTIFICATIONS, GUARANTEES AND WARRANTIES

FRC shall not be required to sign any documents, no matter by whom requested, that would result in FRC's having to certify, guarantee or warrant the existence of conditions whose existence FRC cannot ascertain. The CLIENT also agrees not to make resolution of any dispute with FRC or payment of amount due to FRC in any way contingent upon FRC's signing any such certification. Any certification given under this Agreement shall be an expression of FRC's professional opinion to the best of its information, knowledge and belief, and does not constitute a warranty or guarantee by FRC.

21. ENTIRE AGREEMENT

This Agreement is the entire Agreement between the Client and the FRC. It supersedes all other communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by both the Client and the FRC.

18. PROJECT SITE SAFETY

Neither the professional activities of FRC, nor the presence of FRC or its employees and subconsultants at a construction/project site, shall relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. FRC and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The CLIENT agrees that the General Contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the CLIENT's contract with the General Contractor. The CLIENT also agrees that the CLIENT, FRC, and FRC's subconsultants shall be indemnified by the General Contractor and shall be made additional insureds under the General Contractor's policies of general liability insurance.

19. HAZARDOUS MATERIALS

A. SUSPENSION OF SERVICES

Both parties acknowledge that FRC's scope of services does not include any services related to the presence of any hazardous

GRANT REQUEST AUTHORIZATION FORM



DATE: 5-15-24				
DEPARTMENT: CDBG-DR & Grants/KADB				
GRANT PROGRAM: STAR (Scrap Tire Abatement Reimbursement)				
GRANTING AGENCY: GA Environmental Protection Division				
CFDA # (IF FEDERAL GRANT)				
PROGRAM TITLE: EPD Local Government Scrap Tire Abatement Reimbursement Program				
FUNDING REQUEST:				
FEDERAL	STATE	LOCAL MATCH	OTHER	TOTAL REQUEST
	\$ 75,000	\$0.00		\$75,000.00
IF LOCAL MATCH IS REQUIRED, ARE FUNDS AVAILABLE IN CURRENT BUDGET? YES ___ NO ___		In Kind donations of labor and equipment will come from the City of Albany, KADB, and Dougherty County Staff/Volunteers		
INDIRECT COSTS? YES ___ NO X	AMOUNT:			
REIMBURSEMENT GRANT: YES <input checked="" type="checkbox"/> NO ___				
PROJECT DIRECTOR OR OFFICIAL: Jwana Washington-KADB Executive Director		E-MAIL: jwWashington@dougherty.ga.us		
APPROVING SUBMISSION (PRINT NAME & TITLE) Harriet Hollis, CDBG-DR & Grants Program Manager		SIGNATURE: <i>Harriet Hollis</i>		DATE: 5.15.24
REVIEWED BY FINANCE: Amy Swestefeld Assistant Finance Director		SIGNATURE: <i>Amy Swestefeld</i>		DATE: 5/15/2024
REVIEWED BY COUNTY ADMINISTRATOR: Acting Co. Admin.		SIGNATURE: <i>[Signature]</i>		DATE: 5/15/2024
COUNTY COMMISSION ACTION:		APPROVED: YES ___ NO ___		DATE:

Application Fee \$50



222 Pine Avenue, Suite 540, Post Office Box 1827
Albany, Georgia 31702-1827

ALCOHOL LICENSE APPLICATION

Date of Application: May 30, 2024

New Applicant

Transfer of Ownership

INSTRUCTIONS: Every question must be answered, typewritten or printed legibly in ink. If the space provided is not sufficient, answer the question on a separate sheet and indicate in the space provided that a separate sheet is attached. When completed the application must be dated, signed and verified, under oath by the applicant and filed with the License Inspector, City of Albany, 240 Pine Ave, Ste 150, Albany, Georgia 31701. with all supporting documents and a money order, cashier's or certified check for the exact fee. **Please schedule an appointment with the Chief Licensing Inspector by calling 229-431-2118.** Appointments are scheduled Tuesdays and Thursdays from 10 a.m. to 2 p.m.

Check Appropriate Block(s):

- | | | |
|---|---|--|
| <input type="checkbox"/> BEER, Consumption \$500 | <input type="checkbox"/> WINE, Consumption \$350 | <input type="checkbox"/> LIQUOR, Package/Consumption \$2,000 |
| <input checked="" type="checkbox"/> BEER, Package \$400 | <input checked="" type="checkbox"/> WINE, Package \$350 | <input type="checkbox"/> LIQUOR, Wholesale/Manufacture \$3,000 |
| <input type="checkbox"/> BEER, Brewers \$3,000 | <input type="checkbox"/> WINE, Manufacture \$1,000 | <input type="checkbox"/> PACKAGE-Liquor, Beer, and Wine \$2,000 |
| <input type="checkbox"/> BEER, Wholesale \$750 | <input type="checkbox"/> WINE, Wholesale \$500 | <input type="checkbox"/> CONSUMPTION-Liquor, Beer and Wine \$2,500 |
| | | <input type="checkbox"/> |

CORPORATION NAME: Mahadev Cordele Inc.			
TRADE NAME OF BUSINESS: Stop N Shop			
BUSINESS ADDRESS: 700 Cordele Rd.		BUSINESS PHONE: (229) 805-3978	
CITY: Albany	STATE: Georgia	ZIP CODE: 31705	COUNTY IN WHICH BUSINESS IS LOCATED: Dougherty

MAILING ADDRESS IF DIFFERENT FROM BUSINESS ADDRESS

MAILING ADDRESS: SAME AS ABOVE		
CITY:	STATE:	ZIP CODE NUMBER:
THIS APPLICATION IS FILED BY:		
<input type="checkbox"/> SINGLE PROPRIETOR <input type="checkbox"/> PARTNERSHIP <input checked="" type="checkbox"/> CORPORATION (Documents Required) <input type="checkbox"/> PRIVATE CLUB (Documents Required)		

GENERAL INFORMATION LICENSEE

1. FULL NAME OF LICENSEE: Alpeshkumar Ambalal Patel			
ADDRESS OF LEGAL RESIDENCE: 907 10th Ave.			
CITY: Albany	STATE: Georgia	ZIP CODE: 31705	COUNTY OF RESIDENCE: Dougherty
MOBILE PHONE: (803) 363-3665		EMAIL: alpeshpatel22061983@gmail.com	AGE: 40
2. FULL NAME OF LICENSEE:			
ADDRESS OF LEGAL RESIDENCE:			
CITY:	STATE:	ZIP CODE:	COUNTY OF RESIDENCE:
MOBILE PHONE:		EMAIL:	AGE:

(A). If applicant resided at current residence less than 2 years list past address:

5315 S. 73rd Ct. Apt. 2 Summit Argo, IL 60501

3. Manager/ Responsible Person Information (Agent): Managed by Applicant (Go to question #4)

Name: _____ Age: _____ Phone # _____

Address: _____ City: _____ State: _____ Zip: _____

CERTIFICATION OF APPOINTMENT

I, _____ the applicant of this alcohol application do hereby appoint the above agent who resides within the County of Dougherty, in the State of Georgia as my lawful and true manager/responsible person who conducts business for this establishment. This certification becomes a part of this application for the business known as _____ at _____.

Agent Signature _____

Date _____

Applicant Signature _____

Date _____

4. List all Corporations or firms associated with this business or its principal officers and their percentages of ownership (attach list if necessary):

Name	Address	Percentage
A Mahadev Cordele Inc.	700 Cordele Rd. Albany, Ga. 31705	100%
B _____	_____	_____
C _____	_____	_____

5. List the owner of the property or the property manager & company who issued the lease (include address & phone number): Check one: Leased 60 # of Months Purchased/Owner

Nabil Investment Inc. 354 Cherington Lane, Lawrenceville, Ga. 30044 (678) 520-7771

6. Has the applicant or any person listed in this application ever been convicted of any felony under federal or state law? YES ___ NO ✓. If yes, please provide details for each instance.

7. Has the applicant or any person listed in this application ever been convicted of any violation of federal or state law or regulation respecting to the manufacture, possession or sale of alcoholic beverages or who has forfeited his or her bond to appear in court to answer charges for any such violations?

YES ___ NO ✓. If yes, please provide details for each instance.

8. Have you ever been denied or had an alcohol license that has been revoked?

YES ___ NO ✓. If yes give date, location, and reasons.

9. TYPE OF BUSINESS: (Check One)

- RESTAURANT
- PUB/TAVERN
- NIGHTCLUB/LOUNGE/BAR
- HOTEL/MOTEL
- PRIVATE CLUB (NON-PROFIT)

- CONVENIENCE/GROCERY STORE
- PACKAGE STORE
- MULTI-PURPOSE FACILITY
- MUNICIPAL FACILITY
- OTHER (SPECIFY _____)

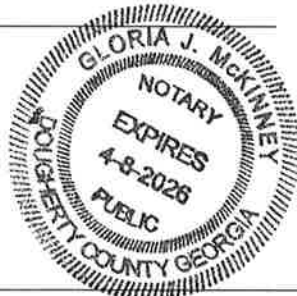
OATH

10. I, Alpeshkumar Ambalal Patel (The Applicant), being duly sworn according to law, do swear or affirm that the facts stated in the above application are true and correct. Further that any false information that I have provided and should have known to be false may lead this application to be denied or revoked if it is discovered at a later date. Notwithstanding having criminal charges brought against me for false statements. I will promptly notify the License Inspector of any changes to the above information. I have read, understand, and also agree to abide by the Ordinances for Dougherty County, and any State or Federal Laws or regulations governing the service or sale of alcoholic beverages. I further swear or affirm that this application is made in order to procure an alcoholic beverage license in Dougherty County, Georgia.

I am aware of the age requirement for the admittance to alcoholic establishments, Days and Hours of Sale, and the requirement for Alcoholic Beverage Handlers Cards. I further certify that my business meets the required specifications and qualifications for the type of business as indicated above.

SIGNATURE OF APPLICANT(S):

1. *Alpeshkumar A. Patel*
2. _____



Sworn to and subscribed before me this 30th day of May, 2024.
Gloria J. McKinney
 NOTARY PUBLIC

OFFICE USE ONLY

PROXIMITIES (LEAVE BLANK IF A TRANSFER OF OWNERSHIP):

A. Nearest School: _____ + Feet From: Transfer
 (Must be greater than 300 ft. for beer and wine, 600 ft. for distilled spirits)

B. Nearest Church: _____ + Feet From: Transfer
 (Must be greater than 300 ft.)

- C. Other Distances:
1. N/A _____ feet.
 (Distance between Bars, Nightclubs, Taverns, Lounges within 1,000 feet of this applied location.)
 2. N/A _____ feet.
 (If requested location is within 300 feet of Government owned or operated Alcohol Treatment Center.)
 3. N/A _____ feet.
 (If requested location is within 300 feet of any Housing Authority Property.)

D. Package Stores _____ feet from existing package store _____
 located at _____ (Must be greater than 1,500 ft.)

Is this location or has this location been licensed for alcohol? Yes No

If Yes, License Number: DA23-000001 Last Year Licensed: 2024


Business Name: Stop N Shop

Licensee: Saif Ullah

Lic.No. DA24-000003

Fee \$375.00

ABC Date 6/20/2024

Accepted by: A.D. 

ADDITIONAL INFORMATION

No police calls for the last 12 month at this location:

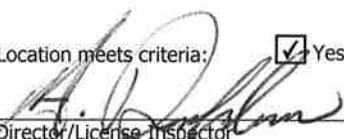
WORK SESSION DATE: June 10, 2024

REGULAR MEETING DATE: June 17, 2024

ZONING: C-2c DISTRICT: 6

Applicant(s) meet criteria: Yes No

Location meets criteria: Yes No

Director/License Inspector  Date 6/5/24

Recommendation: Approved Disapproved

Chief of Police/Designee  Date 06-05-24

County Clerk/Designee _____ Date _____

Remarks:

Approved Disapproved

Alcoholic Beverages

NOTICE OF APPLICATION FOR PACKAGED BEER AND WINE LICENSE

I, Alpeshkumar Patel, trading as Stop N Shop at 700 Cordale Road, Albany, Georgia 31705, give notice that I have applied for an Alcohol License to be considered on 06172024.

Albany Herald Run Dates: June 1, 8, 15 & 22.

COMMENTS:

TASK ORDER NO. 2024-01

**To the AGREEMENT FOR GENERAL CONSULTING SERVICES
For Response to Comment on the Major Modification for a Horizontal and Vertical Expansion
of the Dougherty County Fleming / Gaissert Road Municipal Solid Waste Landfill**

This Task Order, made and entered into by and between DOUGHERTY COUNTY hereinafter called the "CLIENT" and ATLANTIC COAST CONSULTING, INC., hereinafter called the "CONSULTANT", shall be incorporated into and become a part of the AGREEMENT FOR GENERAL CONSULTING SERVICES (the "AGREEMENT") entered into by the parties hereto on July 20, 2006.

A. PURPOSE

This Task Order authorizes and directs the CONSULTANT to proceed with assisting the CLIENT in providing response to comments on the Major Modification for a Horizontal and Vertical Expansion of the Dougherty County Fleming / Gaissert Road Municipal Solid Waste Landfill.

B. CONSULTANT'S SCOPE OF SERVICES

The Scope of Services, dated May 24, 2024, is enumerated in Exhibit A. It is entitled Response to Comment on the Major Modification for a Horizontal and Vertical Expansion of the Dougherty County Fleming / Gaissert Road Municipal Solid Waste Landfill and consists of three pages.

C. CONSULTANT'S COMPENSATION

As consideration for providing the services enumerated within Item B (Exhibit A) of this Task Order, the CLIENT shall pay the CONSULTANT in accordance with the AGREEMENT. The specific method of compensation for this Task Order is hourly as enumerated in the attached Exhibit B (one page).

TASK ORDER NO. 2024-01

To the AGREEMENT FOR GENERAL CONSULTING SERVICES
For Response to Comment on the Major Modification for a Horizontal and Vertical Expansion
of the Dougherty County Fleming / Gaisert Road Municipal Solid Waste Landfill

IN WITNESS WHEREOF, the parties hereto have executed this Task Order AGREEMENT
on this, the 24th day of May, 2024.

DOUGHERTY COUNTY

ATLANTIC COAST CONSULTING, INC.

By: _____
Signature

By:  _____
Signature

Print Name

Robert B. Brown

Print Name

Title: _____

Title: CFO

Exhibit A

Scope of Services

TASK ORDER NO. 2024-01

Response to Comment on the Major Modification for a Horizontal and Vertical Expansion of the Dougherty County Fleming / Gaisser Road Municipal Solid Waste Landfill
May 24, 2024

Project Understanding

CLIENT operates the Dougherty County – Fleming / Gaisser Road Municipal Solid Waste (MSW) Landfill (Landfill) under Solid Waste Permit No. 047-014D(SL). The County recently submitted a solid waste handling permit application and a request for site suitability application for an expansion of the facility as described in Exhibit A of Task Order 2021-02, dated March 26, 2021. The application was submitted to Georgia Environmental Protection Division (EPD) Online System (GEOS) on January 19, 2023, as submittal 727744 and re-submitted as 736051. Provided in the submittal were a hydrogeological investigation report that included 12 new soil borings across the approximately 189-acre expansion area and geophysical surveys in the borrow area west of the existing MSW cells (approximately 50 acres), along with the public meeting documentation promulgating the proposed expansion. Georgia EPD reviewed the hydrogeological investigation report and provided comments in a letter dated October 30, 2023, regarding the proximity of the expansion to other landfills. The CONSULTANT provided a response to this letter dated December 29, 2023. After EPD reviewed this letter, additional review comments on the hydrogeological investigation report were provided in a letter dated April 19, 2024. Because the landfill is located in a karst terrain, this EPD letter requires additional geophysics and confirmation soil borings in all areas considered for expansion.

Also, CONSULTANT has been requested by the CLIENT to provide additional services beyond the original scope of the previous Major Modification task order as required to complete the Design and Operation plans. Based on the project understanding, CONSULTANT proposes the three tasks, as detailed below.

Task 1 – Additional Site Investigation

As noted in Task Order 2021-02, the landfill areas considered for expansion were included in previous site suitability studies¹, except for the inactive borrow area west of the existing MSW cells. Based on a 2003 investigation², there was evidence of a potential Karst feature (potential infilled sinkhole) in the southern portion of the inactive borrow area. Circular 14 criteria recommends a greater density of borings for sites located in areas of Karst terrain, therefore, the 2023 hydrogeological investigation included geophysics and confirmation soil borings in the borrow area. Per the April 19, 2024 comment letter, GA EPD is requiring this

¹ Figure 2 of the August 1981 Sanitary Landfill Site Selection Report, Betz, Converse, Murdoch, Inc.

² Karst Investigation, Fleming/Gaisser Road Municipal Solid Waste Landfill, Permit No. 047-014D(SL), May 9, 2003.

study/approach for all other areas considered in this expansion. Costs to complete geophysical site characterization using electrical resistivity imaging in the other areas considered for expansion are included. If geophysical anomalies are identified, they will be investigated by installing a soil boring directly into the anomaly area. These borings will be completed by a drilling contractor with a valid bond on file with the Water Well Standards Advisory Board. Borings will be advanced in soils to the bottom of the identified anomaly. Drilling into rock is excluded from this scope. Soil material will be drilled using hollow-stem augers. Soils encountered during drilling will be logged by a scientist identifying Unified Soil Classification System (USCS) classification description for material encountered.

Task 2 – Site Acceptability Report Addendum

A solid waste handling permit and request for site suitability application for the expansion was provided to GEOS as submittal 736051. The additional geophysical investigation and soil borings information will be added to the hydrogeological investigation report. CONSULTANT will respond to the other comments required in GA EPD's comment letter dated April 19, 2024, and edit the appropriate figures and/or sections of the report. The revised report will be submitted to CLIENT for review. CLIENT comments, if any, will be incorporated and the report certified by a Professional Geologist and finalized for submittal to GA EPD.

One (1) electronic copy of the draft report and two (2) hard copies of the final report will be provided. Upon CLIENT approval, CONSULTANT will upload the final, revised hydrogeological investigation and addenda to GEOS submittal 736051.

Task 3 – Additional Services

Listed below are additional services required to complete the major modification permit application that were not included in Task Order 2021-02.

1. CONSULTANT contracted EMC Engineering Services, Inc., to prepare a boundary survey and plat per state regulations for the approximately 602-acre Landfill site.
2. CONSULTANT provided consulting services related to the Development of Regional Impact (DRI) review performed by the Southwest Georgia Regional Commission. The DRI review was initiated following submittal of a request for DRI review on the proposed landfill development.
3. CONSULTANT contracted Tri-State Drilling, LLC (Tri-State), to perform additional drilling required for the geophysical analysis. To save drilling mobilization costs, CONSULTANT contracted Tri-State to install replacement methane monitoring wells MM-3R and MM-3DR during the site suitability investigation drilling. Following EPD approval, the new wells will become a part of the groundwater and methane monitoring network in accordance with the well phasing sequence specified in the Design and Operational (D&O) Plan.

CONSULTANT contracted EMC Engineering Services, Inc., to survey the horizontal and vertical locations of the newly installed methane monitoring wells.

- CONSULTANT contracted Goodwyn Mills Cawood, LLC, to perform a floodplain analysis and prepare a Letter of Map Revision (LOMR), as requested by Dougherty County's Floodplain Administrator. Due to changes in topography that have occurred at the landfill since the current FEMA flood zones were established in 2009, the new flood study is required to establish the base flood elevations for the 100-year recurrence interval storm event. The final LOMR will be submitted to FEMA to establish the new flood zone boundaries in the area which may impact neighboring properties.

CONSULTANT contracted EMC Engineering Services, Inc., to collect field run survey data for the site's existing stormwater conveyance features required for the floodplain analysis and Platinum Geomatics, LLC, to perform aerial survey of the flood study area.

Documents Provided By the Owner

- Copy of the Well Installation Report for MW-1 through MW-12 (report is circa 1983-1990).
- Copies of all as-built monitoring well logs.

Assumptions and Exclusions

- Any additional survey required will be provided by others.
- CLIENT to provide utility clearance and access to drilling locations.
- Nineteen (19) new suitability borings/piezometers are proposed for obtaining site suitability and the Fee estimate is limited to a total of 706 feet of soil drilling.
- If additional Karst areas are identified during the geophysics/confirmation drilling, or if EPD requires more suitability borings, geophysics, or supplemental data at any of the proposed expansion areas beyond that scoped in this proposal, an additional fee estimate will be provided to CLIENT for added scope changes.
- Response to GA EPD comments on the updated suitability report as well as the Design and Operation plans will be provided on an additional hourly basis.

Schedule

Task	Description	Months to Completion From Notice to Proceed
1	Complete Additional Site Subsurface Investigation	2
2	Submit Revised Site Acceptability Report to GA EPD	4

Exhibit B**Consultant's Compensation Methods for Task Orders**

TASK ORDER NO. 2024-01

Response to Comment on the Major Modification for a Horizontal and Vertical Expansion of
the Dougherty County Fleming / Gaisser Road Municipal Solid Waste Landfill
May 24, 2024

When the CLIENT authorizes the CONSULTANT to proceed with the work outlined in Item B of the Task Order, CLIENT agrees to pay the CONSULTANT monthly, for work completed, on the basis of the standard hourly billing rates in effect when services are provided by the CONSULTANT's employees of various labor grades.

Direct expenses (such as travel, subsistence, field equipment, communications, subconsultant services, etc.) are reimbursable at cost plus five percent.

The total contract amount for the Task Order shall not exceed \$225,000.00 without prior authorization by the CLIENT.

Current verbiage of: Dougherty County Ordinance

Part II Chapter 2-14 Solid Waste Article IV Vegetation Control

Sec.2-14-71 -Purposes.

The Dougherty County Board of Commissioners finds that uncontrolled weed and vegetation growth creates an environment for vermin or insect infestation. Therefore, in furtherance of their responsibility to protect the public health, safety, and well-being of the citizens of Dougherty County, Georgia, and to protect and enhance the quality of the environment, the Dougherty County Board of Commissioners hereby establishes rules and regulations providing for vegetation control throughout Dougherty County, Georgia.

Sec. 2-14-72. -Enactment clause.

The Board of Commissioners of Dougherty County, Georgia, under authority of Art. 9, Sec. 2, Par. I, of the Constitution of Georgia (1983) hereby resolves and enacts into law the following article.

Sec. 2-14-73. – Title.

This regulation shall be known and may be cited as "The Vegetation Control Ordinance of Dougherty County, Georgia" and is applicable in unincorporated Dougherty County, Georgia.

Sec. 2-14-74. - Vegetation control.

(a) *Definitions.*

Abandoned property means any lot, unit, or parcel of improved real estate that is unoccupied. For purposes of this code section, unoccupied status may be evidenced by lack of utility services, visual observation by county personnel, or from written communication attempts. This term does not include any farm or agricultural facility used for the production, growing, raising, harvesting, storage, or processing of crops, livestock, poultry, or other farm products.

Nuisance means anything that causes hurt, inconvenience, or damage to another. The inconvenience complained of shall not be fanciful, or such as

would affect only one of fastidious taste, but it shall be such as would affect an ordinary, reasonable person. A public nuisance is one which damages all persons who come within the sphere of its operation, though it may vary in its effects on individuals.

Occupant means any person, over one year of age, living, sleeping, cooking, eating, or having actual possession of a property.

Owner means any person, firm, corporation or entity who, alone or jointly or severally with others:

- (1) Has legal title to any property with or without accompanying actual possession thereof; or
- (2) Has charge, care or control of any property as owner or agent of the owner, prime tenant, real estate agent, mortgagor, bank, or as executor, administrator, trustee, or guardian of the estate of the owner. Any such person thus representing the actual owner shall be bound to comply with the provisions of this article to the same extent of the owner.

Property means any lot, unit, or parcel of land inclusive of any dwelling, building, structure, or improvements located thereon. This also includes vacant lots that do not have any dwelling, building, structure, or improvement located thereon.

Vacant property means any lot, unit, or parcel of land that is unimproved. This term does not include any farm or agricultural facility used for the production, growing, raising, harvesting, storage, or processing of crops, livestock, poultry, or other farm products.

Weeds means vegetative growth including, but not limited to, kudzu, poison ivy, jimson, burdock, ragweed, thistle, cocklebur, dandelion, plants of obnoxious odors, or other similar unsightly vegetative growths. This term shall not include garden flowers, cultivated flowers, fruits, vegetables, cultivated agricultural crops, ornamental shrubbery and trees.

(b) *General Prohibitions.*

Commented [AMS1]: 1 commissioner recommended adjusting this provision to reflect "occupant means any person, over one year of age, living, sleeping, cooking, eating **and** having **legal** possession of the property." My inclination is to leave this provision as is to give the County as much flexibility as possible while maintaining practical discretion. Let me know your thoughts.

Commented [ME2R1]: I recommend leaving this as "or." Changing it to "and" would require an individual to meet all requirements to constitute "occupant" which would be a high burden for the County to show.

(1) Any weeds, grasses or plants other than trees, brushes, flowers or maintained ornamental plants growing to a height exceeding twelve (12) inches anywhere in the county are hereby declared to be a nuisance, subject to enforcement and abatement as provided in this article.

(2) Garden flowers, vegetables, cultivated agricultural crops, ornamental shrubbery and trees shall not be considered weeds, grass or vegetation within the meaning of this section unless the failure to maintain their growth due to dereliction causes such vegetation to pose a nuisance. Trees, ornamental plants, vegetables and garden flowers, and other vegetation that are not maintained such that they cause a nuisance shall be subject to enforcement and abatement as described in this article.

(3) The provisions of this section shall apply only to private property located within subdivisions of record filed in the office of the clerk of the superior court of the county and to other ~~county~~ lots, however divided, and having a size of five (5) acres or less. [This section does not apply to county-designated green space, county or state rights-of-way, or areas of residentially zoned property existing in their natural, undisturbed state.](#)

(c) *Additional limitations.*

(1) It shall be unlawful for the owner, occupant, lessee, tenant or other person having the possession and control of real property, or responsible for its management, maintenance or upkeep, to permit the growth and accumulation of weeds, grass or other vegetation to a height in excess of twelve (12) inches above the ground within fifty (50) feet of any building.

(2) It shall be unlawful for the owner, occupant, lessee, tenant or other person having the possession and control of real property, or responsible for its management, upkeep or maintenance, to allow weeds, grass, or other vegetation to grow or accumulate to a height in excess of twelve (12) inches above the ground within twenty-five (25) feet of county or state rights-of-way or within twenty-five (25) feet of an adjacent property, unless there is common ownership of the properties.

Commented [AMS3]: One question that came was whether the height and distance (from house, right ways and adjacent properties) specifications were standard based on what you've seen.

Another concern mentioned was whether (c)(2) would impose a practical obligation on the County's part to maintain the vegetation around its road ways.

Commented [ME4R3]: The height of 12 inches is fairly common, though I have seen ordinances (such as in Dawson County) where it is specified as 18 inches.

The inclusion of distance is not as common. More frequently, ordinances apply to property as a whole, but with exclusions for applicability, similar to subsection b immediately above. I expect this subsection c was included to require such maintenance even on properties not otherwise captured by the requirements of subsection b (e.g. properties with more than 5 acres). In reviewing other codes, I have seen similar intent (e.g. maintaining a strip surrounding otherwise exempt property), but it appears to be less common.

There is certainly an argument that the ordinance imposes an obligation on the County's part to maintain the vegetation in its right of way. If the County is concerned with this, I recommend excluding county or state rights of way explicitly. In considering this further, I also recommend adding some additional exclusions, which I have incorporated for your review.

(3) This section does not apply to county-designated green space, county or state rights-of-way, or areas of residentially zoned property existing in their natural, undisturbed state.

(d) *Enforcement.*

(1) The enforcement of this article shall be within the jurisdiction of Dougherty County’s Code Enforcement Personnel or designees thereof.

(2) Upon the first violation of any of the provisions of this Article, a written warning shall be issued with a seven (7) day timeline to comply with the provisions of this article. Upon a failure to comply within the seven (7) day timeline of a written warning or upon the second violation of any provisions of this article, a citation shall be issued for prosecution in Dougherty County Magistrate Court.

(3) Penalties for cases prosecuted in Magistrate Court are governed by the maximum identified in O.C.G.A. § 15-10-60, as may be periodically amended.

(4) Each violation of this article shall constitute a separate offense.

(e) *Notice to abate.*

(1) In the event of a violation of this article on an abandoned property, vacant property, or in situations of which Code Enforcement personnel has made reasonable, but unsuccessful attempts to serve a citation upon the owner or occupant of the property, the owner of the property shall be given an abatement notice to remove the weeds or excess growth within fourteen (14) days from the date of the abatement notice. The abatement notice shall be physically posted on the property in the name of the property owner and shall also be sent by registered or certified mail, to the owner or owners as their names and addresses are shown on the county’s tax records. Notice shall be deemed complete and sufficient when so physically posted and mailed.

(2) The abatement notice shall contain the following information:

- a. A description of the conditions and violations on the property that constitute a nuisance.

Commented [AM55]: One commissioner inquired whether we could charge violators a \$25 fee off the bat rather than giving them a 7-day grace period. I would imagine the \$25 fee would be subject to due process as would any other fees imposed. There may also be a practical and judicial economy reasons to give 1st time violators and opportunity cure violations. Let me know your thoughts.

Commented [ME6R5]: As long as it is not included in the ordinance, there is no legal requirement to provide a warning before the issuance of a citation. Stated differently, the Board could give direction to remove the warning requirement as a prerequisite for a citation. But it is a very common inclusion in property maintenance ordinances and is advisable for inclusion for a variety of reasons. As code enforcement is primary concerned with compliance, rather than punishment, a warning is consistent with this policy and provides the County the opportunity to educate its citizens before taking them to court. As you noted, this promotes judicial economy and allows for flexibility by code enforcement. Finally, property maintenance ordinances tend to be met with pushback from the public. Including a warning requirement prior to citation serves to alleviate some concerns raised by the public and is a way to reassure them the County isn’t seeking to “go after” everyone in passing the ordinance.

b. A notice that if the violations are not remedied within fourteen (14) days of the date of the abatement notice, Dougherty County will abate the nuisance, shall assess its costs against the owner of the property, and mail an invoice to the names and addresses as shown on the county's tax records.

c. A statement that if the costs are not reimbursed to Dougherty County within thirty (30) calendar days of the invoice date, a lien will be placed on the property.

d. A statement that the owner may, within fourteen (14) days of the date of the abatement notice, make a written appeal to the County Administrator showing that the cited conditions do not constitute a violation of this article. The appeal must clearly state the grounds upon which the owner relies.

(3) *Appeal to the County Administrator.* Within fourteen (14) days of the date of the abatement notice, the owner of the property may make a written appeal to the County Administrator or his designee showing that the cited condition does not constitute a violation of this article. Such request shall state the name of the property owner, the address of the property, and shall clearly state the grounds upon which the owner relies to show the cited condition does not constitute a violation. If a written appeal is filed with the County Administrator or designee, a stay of further enforcement shall be in effect until the County Administrator determines whether to uphold or reverse the decision of Code Enforcement that the conditions of the property are in violation of this article and constitute a nuisance. The County Administrator or designee shall consider the appeal and shall inform the property owner in writing whether he determines the property to be in violation. Such written notice shall be provided in writing via registered or certified mail within seven (7) days of the County Administrator or designee's receipt of the written appeal. If the County Administrator or designee upholds the decision of Code Enforcement, the owner shall have fourteen (14) calendar days following that decision to remedy the conditions.

(4) *Abatement.*

a. If after fourteen (14) days from the date of the abatement notice no written appeal to the County Administrator or designee has been received and the condition described in the notice has not been remedied, the Director of Code Enforcement may cause the condition to be remedied by the County at the expense of the property owner. The county, its agents or assigns, is authorized to enter upon the property and cut and remove the weeds, grass and vegetation in a sufficient manner to remedy the violations and abate the nuisance.

b. After receiving a timely appeal, if the County Administrator or designee found the property to be in violation, he or she may cause the condition to be remedied by the County at the expense of the property owner eight (8) days after mailing the written decision to the property owner. The county, its agents or assigns, is authorized to enter upon the property and cut and remove the weeds, grass and vegetation in a sufficient manner to remedy the violations and abate the nuisance.

c. The Director of Code Enforcement or his designee shall assess the cost for the work provided, including administrative costs and attorneys fees, and shall promptly mail an invoice for payment to the owner of the property.

d. If payment shall not have been made within thirty (30) calendar days of the invoice, the Director of Code Enforcement or his designee shall certify the abatement costs and a lien for that amount shall be attached to the property. The lien provided for herein shall be in favor of the county, and may be satisfied at any time by payment thereof. Notice of such lien shall be filed in the office of the clerk of the superior court and recorded among the public records of the county.

Sec. 2-14-75. - Additional enforcement and remedies.

(a) *Generally.* This article may also be enforced under Official Code of Georgia Annotated Section 15-10-60 through Section 15-10-66, as amended, said section being entitled Violation of Ordinances of Counties and State Authorities.

(b) *Investigations.* The Albany-Dougherty Planning & Development Services Department, Dougherty County Police Department, Dougherty County Sheriff's Department and the Dougherty County Public Works Department shall report all complaints of violations of any of the provisions of this article to the ~~Building Official~~ Director of Code Enforcement or his designee.

(c) *Enforcing officers.* Officers, investigators and other appropriate staff for the Albany-Dougherty Code Enforcement Department, Albany-Dougherty Planning & Development Services Department, Dougherty County Public Works Department Dougherty County Police Department and Dougherty County Sheriff's Department are authorized to issue a citation against any person violating this article.

(d) *Additional enforcement actions.*

Nothing in this article shall prevent the Dougherty County Board of Commissioners from bringing or pursuing any and all other remedies at law, including but not limited to civil action for injunction, mandamus or other proceedings to present, correct, or abate any violation of this article. No sanction, penalty or remedy prescribed herein shall be considered exclusive of any other remedy, but shall be available in addition to any other sanction, penalty or remedy by law.

**A RESOLUTION
ENTITLED
A RESOLUTION TO AMEND THE DOUGHERTY COUNTY TIMBER HARVESTING
ORDINANCE; TO REPEAL CONFLICTING ORDINANCES AND RESOLUTIONS; TO
PROVIDE FOR SEVERABILITY; TO PROVIDE FOR AN EFFECTIVE DATE; AND
FOR OTHER PURPOSES.**

WHEREAS, timber harvesting operations occur in the unincorporated portions of Dougherty County, Georgia on a recurring basis; and

WHEREAS, timber harvesting is an important component of the local economy in Dougherty County, providing revenue to landowners, business opportunities, and jobs for local residents; and

WHEREAS, it is the intent of the Board of Commissioners of Dougherty County, Georgia to facilitate this industry while at the same time protecting County infrastructure and the safety of the community; and

WHEREAS, timber harvesting in many instances requires the use of county-maintained roads in order to transport the product to market; and

WHEREAS, it is in the public interest to protect the county road system from damage caused by timber harvesting operations to the extent allowed by state law; and

WHEREAS, O.C.G.A. § 12-6-24 authorizes and establishes the terms and conditions under which this Ordinance may be adopted and enforced; and

WHEREAS, it is the intent of the Board of Commissioners of Dougherty County, Georgia to preserve and exercise where appropriate all powers and authority granted to it under state law, including but not limited to O.C.G.A. § 32-4-42 and O.C.G.A. § 40-6-371, that are not in conflict with O.C.G.A. § 12-6-24, in order to protect the health, safety and welfare of the community.

NOW THEREFORE BE IT RESOLVED by the Board of Commissioners of Dougherty County, Georgia and its hereby resolved by authority of same as follows:

Section 1. The existing Timber Harvesting Ordinance, adopted on October 16, 2017, is hereby repealed and replaced in its entirety with the language set forth in Exhibit A, which shall be incorporated into the Code of Ordinances of Dougherty County, Georgia by adding a new Chapter 12-12.5.

Section 2. Severability

It is hereby declared to be the intention of the Board of Commissioners of Dougherty County, Georgia that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph, or section hereof shall be declared invalid

or unconstitutional or, if the provisions of any part of this Ordinance as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the portions of this Ordinance not so held to be invalid, or the application of this Ordinance to other circumstances not so held to be invalid. It is hereby declared as the intent of the Board of Commissioners of Dougherty County, Georgia that this Ordinance would have been adopted in its current form without the invalid or unconstitutional provision contained therein.

Section 3. Effective Date

This Ordinance shall be effective thirty (30) days following adoption.

Section 4. Repealer

All ordinances or parts of ordinances found to be in conflict herewith are hereby repealed.

This the ____ day of _____, 2024.

BOARD OF COMMISSIONERS OF
DOUGHERTY COUNTY, GEORGIA

BY: _____
Lorenzo L. Heard, Chairman

ATTEST:

County Clerk

Exhibit A

Chapter 12-12.5 - Timber Harvesting

Section 12-12.5-1. - Timber Harvesting.

- (a) All persons or firms harvesting standing timber in any unincorporated area of Dougherty County for delivery as pulpwood, logs, poles, posts, or wood chips to any woodyard or processing plant located inside or outside this state shall provide Notice of such harvesting operations to Dougherty County Public Works or the designated agent thereof prior to entering onto the property if possible, but in no event later than 24 hours after entering onto the property. Further, such persons shall give Notice of cessation of cutting within 24 hours after the job is completed.
- (b) The Notice of harvesting operations required by this Chapter shall be provided for each separate tract to be harvested. Such Notice shall be made in such form as prescribed by rule or regulation of the Director of the Georgia Forestry Commission, and shall include the following information:
 - (1) A map of the area which identifies the location of the tract to be harvested and, as to those trucks which will be traveling to and from such tract for purposes of picking up and hauling loads of cut forest products, the main point of ingress to such tract from a public road and, if different, the main point of egress from such tract to a public road. If multiple points of ingress and/or egress will be used, all such points shall be identified;
 - (2) A statement as to whether the timber will be removed pursuant to a lump sum sale, per unit sale, or owner harvest for purposes of ad valorem taxation under O.C.G.A. § 48-5-7.5;
 - (3) The name, address, and daytime telephone number of the timber seller if the harvest is pursuant to a lump sum or per unit sale or of the timber owner if the harvest is an owner harvest; and
 - (4) The name, business address, business telephone number, and nighttime or emergency telephone number of the person or firm harvesting such timber.

Section 12-12.5-2. - Delivery of Notice.

- (a) Subject to the provisions of subsection (c) of this Section, the Notice required by this Chapter may be submitted in person, by transmission of an electronic record via telefacsimile or e-mail, or by mail.
- (b) Subject to the provisions of subsection (c) of this Section, upon notification published by the Director of the Georgia Forestry Commission that a state-wide notification website or platform is available for public use, persons or firms wishing to utilize said website or platform to provide the Notice required by this Chapter may do so at their option, and Dougherty County Public Works will accept notifications submitted in this manner.
- (c) On and after a date specified and published by the Director of the Georgia Forestry Commission, use of the state-wide notification website or platform shall be mandatory and shall be the sole means of providing the Notice required by this Chapter; on and

after said date submission of the Notice by any of the means listed in subsection (a) of this Section shall cease and will no longer be deemed acceptable or in compliance with this Chapter.

Section 12-12.5-3. - Bonds, Letters of Credit and Damages.

- (a) The Notice required by this Chapter shall not be or remain effective unless and until the person or firm providing such Notice has delivered to Dougherty County Public Works or its designated agent a valid surety bond, executed by a surety corporation authorized to transact business in this state, protecting Dougherty County against any damage caused by such person or firm in the amount of \$5,000.00; provided, however, that at the option of the person or firm harvesting timber a valid irrevocable letter of credit issued by a bank or savings and loan association, as defined in O.C.G.A. § 7-1-4, in the amount of \$5,000.00 may be provided in lieu of a surety bond. Such bonds or letters of credit shall be subject to the conditions set forth in subsections (b) and (c) of this Section. No more than one bond or letter of credit shall be required from each person or firm harvesting timber, regardless of the number of tracts harvested in the county for so long as the bond or letter of credit remains in effect. The bond or letter of credit required herein shall be valid only for the calendar year in which it was delivered.
- (b) The bond or letter of credit required by subsection (a) of this Section shall protect Dougherty County against any damage requiring re-ditching or repair of existing ditch structures or the removal of any harvesting residue, including tree tops, debris, logs, pulpwood and other materials, placed in or around the county's rights of way caused by such person or firm tendering the bond or letter of credit. The proceeds of such bond or letter of credit shall be available to reimburse the county for any cost incurred to repair such damages or remove such debris in or around the county's rights of way. The proceeds of such bond or letter of credit shall also be available to reimburse the county for any costs incurred to maintain or repair county roads damaged by the ingress or egress of motor vehicles engaged in the harvest operations located within 500 feet of any point of ingress or egress of the timber harvesting operation. The right of Dougherty County to call such bond or letter of credit in accordance with the provisions of subsection (c) of this Section shall be in addition to any other remedies available to the county at law or in equity for damage to county roads or rights of way.
- (c) When damage results from a person or firm's harvesting activities, Dougherty County Public Works shall make and provide a written claim to the person or firm causing the damage within thirty (30) business days after becoming aware of the damage. Such claim may be given in person, by telefacsimile, email or mail. The claim shall describe the damage in detail and, in compliance with subsection (d)(1) of this Section, give the person or firm the opportunity to repair such damage within thirty (30) days of the notification; provided, however, the county shall be authorized to repair the damage immediately if it determines the conditions present a threat to public safety, health or welfare and, upon making such repairs, shall present to the person or firm and the issuer of the applicable bond or letter of credit an itemized list of expenses incurred as a claim against the responsible party and the issuer of its bond or letter of credit. Upon the

- issuance of a claim as provided in this Section, Dougherty County Public Works shall notify the issuer of the bond or letter of credit that a claim has been made and will be resolved or adjudicated according to the terms of this Chapter.
- (d) Within thirty (30) days of receipt of the written claim described in subsection (c) of this Section, the person or firm against whom the claim is submitted may:
- (1) Repair such damage at his or its own expense with the approval and supervision of the Dougherty County Public Works or its designee. When repairs are completed to the satisfaction of Dougherty County Public Works, it shall provide a written notification of satisfactory completion within five (5) business days to the responsible person or firm and to the surety issuing the bond or the bank issuing the letter of credit, thereby terminating the claim.
 - (2) In the event of inclement weather or other factors preventing repair of the damage, request a 30-day extension to repair the damage from Dougherty County Public Works, provided that no extensions shall exceed ninety (90) days from the date the claim was tendered. Approval of any extension shall be at the discretion of the Dougherty County Public Works or its designee.
 - (3) Appeals the to the written claim shall be heard in the Magistrate Court of Dougherty County. Any such appeal must name the issuer of the bond or letter of credit as a party, who shall be served with all pleadings in the action and shall have the right to appear. The Magistrate Court will hear evidence and arguments within thirty (30) days of the written appeal and issue a ruling within ten (10) days of such hearing. Any such appeal shall toll the 30-day period, or any extension thereof, required by subsection (c) of this Section. If the Magistrate Court rules in favor of the person or firm against whom the claim was made, the county shall have no right to recover any proceeds of the bond or letter of credit, and judgment shall be entered against the county. If the Magistrate Court rules in favor of the county the court shall determine the amount of damages to which the county is entitled to recover and enter judgment accordingly; the Dougherty County shall be authorized to call the bond or letter of credit and recover from the proceeds thereof an amount equal to the judgment entered by the court, up to the total amount of the bond or letter of credit. The portion of any judgment entered in favor of the county that exceeds the amount of the bond or letter of credit shall be subject to collection by any additional remedies at law or equity.
 - (4) In the event the person or firm against whom the claim has been submitted fails to take any of the actions allowed under subsections (d)(1), (2) or (3) of this Section within the time required therein, such person or firm shall be deemed to have waived any and all rights to contest the call of the bond or letter of credit.
- (e) If the person or firm tendering a bond or letter of credit pursuant to the requirements of this Chapter continues its timber harvesting operation beyond the calendar year in which the bond or letter of credit was issued, the person or firm continuing the timber harvesting operation shall tender a new bond or letter of credit within five (5) business days after the first day of the new calendar year.
- (f) In the event a bond or letter of credit tendered pursuant to the requirements of this Chapter is revoked by the surety or bank, then a valid replacement bond or letter of

credit must be delivered to the Dougherty County Public Works within five (5) business days after the date of revocation in order for timber harvesting operations to continue. In addition, if the person or firm tendering the bond or letter of credit caused its revocation, the amount of the bond or letter of credit required shall be increased to \$7,500 after the first revocation, and \$10,000 after a second revocation caused by the person or firm tendering the bond or letter of credit. The maximum amount of the bond or letter of credit shall not exceed \$10,000.

Section 12-12.5-4. - Duration of Notice.

Submission of the Notice required by this Chapter shall authorize the person or firm submitting same to undertake the timber harvesting operation described in the Notice and shall remain in effect until such time as the person or firm gives Notice that the harvesting operation is complete; provided, however, that any change in the facts required to be provided for purposes of such Notice, including but not limited to a change in the scope or extent of the operation, must be reported to the Dougherty County Public Works within three (3) business days after such change.

Section 12-12.5-5. - Violations; Penalties.

Any person or firm that engages in a timber harvesting operation in the unincorporated portion of Dougherty County without complying with the Notice requirements of this Chapter shall be subject to a citation and trial, and, notwithstanding the fine limit imposed in Section 2-1-8 of the Code of Ordinances, upon conviction shall be fined in an amount not to exceed \$1,500.00 for each violation.

Section 12-12.5-6. - Purpose, Intent, and Applicability.

- (a) This Chapter applies to activities which qualify as forestry land management practices or agricultural operations under O.C.G.A. § 12-7-17 (5) and (6) on land that is zoned for or used for forestry, silvicultural or agricultural purposes. It shall not authorize land disturbing activities incidental to development in conflict with the limitations set forth in O.C.G.A. § 12-7-17 (6).
- (b) Consistent with O.C.G.A. § 12-6-24:
 - (1) No fee shall be charged to provide and submit the Notice required by this Chapter; and
 - (2) No permit, including a driveway permit, shall be required of the person or firm engaged in a timber harvesting operation as defined by said Code section. Persons and firms providing the Notice required by this Chapter may be asked to consult with county officials responsible for roads and public works for the purpose of minimizing damage to the county's roads, rights of way and infrastructure, and are urged to follow recommendations from county officials. Notwithstanding the forgoing, the person or firm conducting the timber harvest operation bears ultimate responsibility for their actions, and nothing in this Chapter shall preclude the Dougherty County from taking any and all legal action necessary to protect its property and the health, safety and welfare of its citizens.



**DOUGHERTY COUNTY BOARD OF COMMISSIONERS
ADMINISTRATION**

Agenda Item

Date: June 5, 2024
Meeting Date: June 10, 2024
Subject/Title: Judicial Building Master Plan Development Task Force - Establishment
Presented for: Decision
Presenter: Barry Brooks & Heidi Hailey

Statement of Issue

Establishment of a Tenant Based Task Force to assist in the Development of a Master Plan for the Dougherty County Judicial Building.

History/Facts and Issues

The Dougherty County Judicial Building needs a comprehensive, cost effective and operationally efficient Design Master Plan. The need for this major overhaul of the Judicial Building became evident with the addition of a Superior Court Judge and associated judicial support positions for the Circuit.

The 30-plus year old Judicial Building remains functional and of adequate size overall, however; a comprehensive review of the operational needs of the tenants and the mechanical operation of the building is lacking.

The Dougherty County Facilities Management Department and Administration is requesting the approval to obtain the necessary authority to create a “Judicial Building Task Force” to work with the architectural firm of SRJ Architects, Inc. to develop such a comprehensive plan. Funding to support this developing this plan will follow for Board approval in FY 2025.

Recommended Action

Recommend that the Commission approves the establishment of a Judicial Building Tenant Task Force and engagement of SRJ Architects, Inc. to lead the effort of developing the Comprehensive Master Plan for the Judicial Building.

Funding Source

General Funds will be requested prior to the work of the Task Force.



**DOUGHERTY COUNTY BOARD OF COMMISSIONERS
ADMINISTRATION**

Agenda Item

Date: June 5, 2024
Meeting Date: June 10, 2024
Subject/Title: Shady Glen Lane Cul-de-Sac/County Right of Way Improvements
Presented for: Decision
Presenter: Public Works Committee Chair Ed Newsome and
PW Director Chuck Mathis

Statement of Issue

Consider the Public Works Committee recommendation of Option B for the improvement of access points from County Right-of-Way joining the Cul-de-Sac of Shady Glen Lane.

History/Facts and Issues

Shady Glen Lane ends in a paved Cul-de-Sac. Emanating from the Cul-de-Sac is a non-paved improved access road to support a County maintained stormwater retention pond on County property. There are two homeowners on opposite sides of the paved Cul-de-Sac that access their driveways from the non-paved County maintained roadway. The points of intersection of the non-paved maintenance roadway and the paved Cul-de-Sac are frequently in disrepair.

The Public Works Committee was presented with three options to improve the intersection:

- Option A - Surface on each side of the Cul-de-Sac a section of the right-of-way that equals 150' x 16' of pavement for a total cost of \$31,336.
- Option B - Surface on each side of the Cul-de-Sac a section of the right-of-way that equals 20' x 16' of pavement for a total cost of \$4,120. (Within Administrator's Authority)
- Option C – Hard-surface on each side of the Cul-de-Sac the entire non-paved right-of-way for a total cost of \$147,245.

Recommended Action

The Public Works Committee has recommended that Option B with a future assessment of the Right-of-Way points of intersection to determine whether this resolves the rough access that persists.

Funding Source

Depending upon the Option selected, the funds would be supported through TSPLOST or SPLOST funds.