



WORK SESSION

November 29, 2021
10:00 AM

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

AGENDA

To comply with the request set forth by the Chairman of Dougherty County, GA and the guidelines of the Center for Disease Control (CDC) regarding the Coronavirus (COVID19) pandemic and social distancing, face coverings (masks) are required for all meeting participants.

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 Christopher Cohilas.
2. Roll Call.
3. Minutes.
 - a. Minutes of the November 1st Regular Meeting and November 8th Work Session.
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. Fire Chief Cedric Scott present to provide an update on the FERC request by Ned Newcomb.
 - b. EDC President Jana Dyke with the Albany-Dougherty Economic Development Commission (EDC), present to update the Commission with the Quarterly Report.
 - c. Planning Director Paul Forgey present to discuss the county's building aesthetic ordinances and seek guidance from the Board for modifications.
 - d. Public Works Director Chuck Mathis, Engineering Manager Jeremy Brown and City of Albany Traffic Engineer Ken Breedlove are present to update the Commission on the speed study conducted in the Southgate Subdivision as requested by the Southgate Neighborhood Association.
 - e. William Wright, dba Afram-Tech, Inc. present to discuss "Economic Development Activities for Dougherty County."

5. Additional Business.

- a. Recommendation from Superior Court to apply for a Judicial Council of Georgia American Rescue Plan Act Grant. The funding will be used to address back logged cases caused by the pandemic. This is a 100% reimbursable grant with no local match required. The grant application deadline is November 30, 2021. County Administrator Michael McCoy will address. **Action will be scheduled on this item in the following Special Called Meeting.**
- b. Recommendation to renew the Lease Instrument and Operations Agreement with the Georgia Department of Natural Resources (GDNr). The initial agreement was executed in 1996 and the renewal will allow GDNr Wildlife Resources Division to continue to spend program funds on repairs, maintenance and operations of the Marine Corps Ditch Boat Launching Ramp. County Administrator Michael McCoy and Wildlife Resources Division, Boating Access Coordinator, Fisheries, Jeffery Bishop will address.
- c. Recommendation to approve the Alcohol Application from Moree's Grocery & Liquor, Inc, Bettye J. Amburn licensee, dba Moree's Grocery, at 4028 Moultrie Road for Package-Beer. The Albany-Dougherty Marshal's Office recommends approval. Chief Deputy Anthony Donaldson, Business and License Support Department, will address.
- d. Recommendation to approve the Alcohol Application from Sylvester Food, Inc., Faryal Saif Cheerna, licensee, dba Sylvester Food, at 3333 Sylvester Hwy, for Package- Beer and Wine. The Albany-Dougherty Marshal's Office recommends approval. Chief Deputy Anthony Donaldson, Business and License Support Department, will address.
- e. Continued discussion of the proposed American Rescue Plan Act (ARPA) Project Spending Plan. County Administrator Michael McCoy and CORE Group of GA Consultant Latoya Cutts will address.
- f. Recommendation to reappoint the Dougherty County Police Chief through the extension of the employment agreement effective January 3, 2022 through January 2, 2023. County Attorney Spencer Lee will address.
- g. Recommendation to reappoint the County Administrator through the extension of the employment agreement effective January 3, 2022 through January 2, 2023 per section 1-3-23 of the Dougherty County Code of Ordinances. County Attorney Spencer Lee will address.

6. Updates from the County Administrator.

- a. **The agenda for the Special Called Meeting follows.**

7. Updates from the County Attorney.

8. Updates from the County Commission.

9. Adjourn.

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

November 1, 2021

The Dougherty County Commission met in Room 100 of the Albany-Dougherty Government Center on November 1, 2021. Chairman Christopher Cohilas presided and called the meeting to order at 10 a.m. Commissioners present were Victor Edwards, Gloria Gaines, Russell Gray, Clinton Johnson, Anthony Jones and Ed Newsome. Also present were County Administrator Michael McCoy, Assistant County Administrator Scott Addison, County Attorney Spencer Lee, County Clerk Jawahn Ware, and other staff. The public and representatives of the media participated in person and via live streaming of the meeting on the County's Facebook page and the government public access channel.

After the invocation and Pledge of Allegiance, the Chairman called for approval of the October 4th Regular Meeting and October 11th Work Session Minutes.

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

The Chairman recognized Judge Kenneth B. Hodges III, who introduced John Kirbo, Chairman of the Board of Directors for the SWGA Legal Self Help Center who addressed the Board to provide an update for the SWGA Legal Self Help Center located in Dougherty County. Mr. Kirbo said that the Center is limited with the assistance they provide; they do not represent citizens but they do assist with providing information through "legal navigators." To date, the Self-Help Center has reduced bench litigation by 66% and the daily assistance rate ranges from 15 to 100 people a day. He said that the Center has gone from a pilot project to a model project [in the State]. The Center is separate from the Law Library and is funded by grants. He asked the Dougherty County Commission to help support the request to the upcoming state legislation to assess a small filing fee in Magistrate Court and to help provide funding for the Center. The Chairman directed this discussion to a future work session to develop a consensus on how to move forward on the local legislation.

The Chairman recognized Code Enforcement Director Marshal Nathaniel Norman and Code Enforcement Officer Shabreka Ray to update the Commission on concerns in District 2. Marshal Norman said that the specific concern is the trash at the apartment complex on Holly Drive. The rental company and apartment complex have taken aggressive measures to increase dumpsters and trash pickup. Commissioner Jones asked the Code Enforcement staff to address blight properties in the community. Commissioner Edwards said that he is specifically asking that fees and/or fines be assessed by an ordinance for repeated offenders

for nuisance. Attorney Lee addressed that there is currently a process in place and individuals can go to court. Marshal Norman discussed due process requirements and Commissioner Edwards shared his concerns about the length of time that an individual would have to wait to go to court. Marshal Norman emphasized that there is a difference between a violation and a citation. Attorney Lee stressed that the purpose of Code Enforcement is to ensure compliance and said that the system works unless someone can show a particular breakdown in a related case. Marshal Norman agreed to research the ability to provide fees on violations and provide recommendations. After a lengthy discussion, it was decided that a status update be provided in 90 days.

The Chairman called for consideration to approve an amendment of the initial incentive-based mass vaccination event budget from \$338,000 to \$400,000 from the American Rescue Plan to administer a third incentive based vaccination event on November 6, 2021. County Administrator Michael McCoy addressed. Mr. McCoy shared that over 1,300 citizens were vaccinated in the prior two events and Commissioner Jones requested a third event. Commissioner Gaines asked that other brands be offered and it was noted that it will be considered.

Commissioner Jones moved for approval. Commissioner Gaines seconded the motion Commissioner Johnson made a substitute motion to table this event until the final numbers were received from the previous events. Commissioner Edwards seconded the substitute motion. In discussion, Mr. McCoy shared that we are currently under budget and we are asking for more funds because each event conducted has expanded services. The substitute vote failed with five nays by Commissioners Jones, Gaines, Gray, Newsome and Chairman Cohilas and two ayes by Commissioners Johnson and Edwards. The original motion to approve the third vaccination was passed with five ayes by Commissioners Jones, Gaines, Gray, Newsome and Chairman Cohilas and two nays by Commissioners Johnson and Edwards.

The Chairman called for consideration to approve the purchase of ten stainless steel toilet/sink combination units for the Jail from the sole source vendor, Engineering & Equipment Company (Albany, GA) in the amount of \$26,950. Funding is budgeted in SPLOST VII – Jail Equipment.

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

The Chairman called for consideration of the resolution providing for the acceptance of the proposal for a comprehensive classification and compensation study for Dougherty County Human Resources from Management Advisory Group of Spartanburg, SC in the amount of \$39,700 subject to the execution of the contract by the County Administrator. The recommended vendor was selected as the lowest responsive and responsible proposer. Funding is budgeted in the General Fund.

Commissioner Johnson moved for approval. Commissioner Gray seconded the motion. Under discussion, Commissioner Edwards asked when the responses should come back and Mr. McCoy said that responses should be back as soon as possible due to the deadline provided but ideally by the end of December 2021. There being no further discussion, the motion for approval passed unanimously. Resolution 21-059 is entitled:

A RESOLUTION
ENTITLED
A RESOLUTION PROVIDING FOR THE APPROVAL AND
EXECUTION OF A PROPOSAL FOR A COMPREHENSIVE
CLASSIFICATION AND COMPENSATION STUDY FOR
DOUGHERTY COUNTY HUMAN RESOURCES FROM
MANAGEMENT ADVISORY GROUP OF SPARTANBURG, SC IN THE
AMOUNT OF \$39,700.00; REPEALING RESOLUTIONS OR PARTS OF
RESOLUTIONS IN
CONFLICT HERewith; AND FOR OTHER PURPOSES.

The Chairman called for consideration of the resolution providing for the acceptance of the proposal to provide Professional Services for an archeological study to construct a multi-use trail for Dougherty County from Southern Research, (Pine Mountain, GA) in the amount of \$28,284 subject to the execution of the contract by the County Administrator. The recommended vendor is selected as the lowest responsive and responsible proposer. Funding will be provided by the Special Services District with reimbursement provided by the EDA CARES Act for the development of trails at Radium Springs.

Commissioner Jones moved for approval. Upon a second by Commissioner Johnson, the motion for approval passed unanimously. Resolution 21-060 is entitled:

A RESOLUTION
ENTITLED
A RESOLUTION PROVIDING FOR THE APPROVAL AND
EXECUTION OF A PROPOSAL TO PROVIDE
PROFESSIONAL SERVICES FOR AN ARCHEOLOGICAL
STUDY TO CONSTRUCT A MULTI-USE TRAIL FOR
DOUGHERTY COUNTY FROM SOUTHERN RESEARCH
(PINE MOUNTAIN, GA) IN THE AMOUNT OF \$28,284.00;
REPEALING RESOLUTIONS OR PARTS OF
RESOLUTIONS IN
CONFLICT HERewith; AND FOR OTHER PURPOSES

The Chairman called for consideration of the recommendation to rescind the award made on April 5, 2021 to R&M Construction (Albany, GA) in the amount of \$32,500 to install an equipment shed at the Solid Waste Landfill. The vendor defaulted on the bid. Assistant County Administrator Scott Addison addressed. Solid Waste Director Campbell Smith was

present. Mr. Addison shared that this is a direct response to COVID where the cost of steel increased and there is a labor shortage which resulted in the vendor not being able to complete the project. He added that the request is to rescind the award and he would monitor the costs for reconsideration next year.

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

The Chairman called for consideration of the resolution declaring the listed vehicles and equipment as surplus and authorizing the disposal of or sale of same via an online auction.

Commissioner Newsome moved for approval. Upon a second by Commissioner Jones, the motion for approval passed unanimously. Resolution 21-061 is entitled:

A RESOLUTION
ENTITLED
A RESOLUTION DECLARING AS SURPLUS THE
ATTACHED LIST OF EQUIPMENT AND VEHICLES;
PROVIDING FOR DISPOSAL OF OR SALE OF SAME VIA AN
ONLINE AUCTION; REPEALING PRIOR RESOLUTIONS IN
CONFLICT; AND FOR OTHER PURPOSES.

The Chairman called for consideration of the resolution providing for the acceptance of the Quit Claim Deed from the Albany Dougherty Land Bank to Dougherty County, GA to transfer property located in Radium Springs for the purpose of providing recreational opportunities.

Commissioner Jones moved for approval. Upon a second by Commissioner Gray, the motion for approval passed unanimously. Resolution 21-062 is entitled:

A RESOLUTION
ENTITLED
A RESOLUTION PROVIDING FOR THE APPROVAL AND
RECORDING OF A QUIT CLAIM DEED FROM THE
ALBANY DOUGHERTY LAND BANK TO DOUGHERTY
COUNTY, GEORGIA TRANSFERRING PROPERTY
LOCATED IN RADIUM SPRINGS FOR THE PURPOSE OF
PROVIDING RECREATIONAL OPPORTUNITIES;
REPEALING RESOLUTIONS OR PARTS OF
RESOLUTIONS IN
CONFLICT HEREWITH; AND FOR OTHER PURPOSES.

Mr. McCoy clarified that the result of the archeological study is scheduled for December 2021 and the comprehensive classification and compensation study is to be completed in March/April 2022.

Upon the question of Commissioner Johnson, Mr. McCoy answered concerns in reference to the broadband expansion in the unincorporated area and said that he will speak to the City of Albany on their expansion plans. Questions for consultant Ed Wall were noted and answered by Mr. McCoy. Some of the questions were specifically regarding Dougherty County's primary way to reduce the millage rate and increase the value of our digest by attracting more industries. Commissioner Jones requested that we do not wait until the retreat to discuss the item of millage rate. The Chairman requested another presentation by Mr. Wall. Commissioner Jones also wanted clarification on why Public Works was not recognized as first responders. He also thanked our media for coverage and nonbiased news. Commissioner Gaines thanked Chairman Cohilas for his hard work on the front line for COVID and she also shared that the office of Civil Rights Advocate C.B. King has been recognized as a historical site and will be restored. Commissioner Gray wanted to put citizens on notice that the Commission will be proactive about blighted areas and wanted the citizens to do their part as well. He also shared that this is his last support for an incentive based event for vaccines. Chairman Cohilas recapped comments and Commissioner Johnson thanked his colleagues for having a platform to discuss this information.

There being no further business to come before the Commission, the meeting adjourned at 11:43 a.m.

CHAIRMAN

ATTEST:

COUNTY CLERK

DOUGHERTY COUNTY COMMISSION

DRAFT

WORK SESSION MEETING MINUTES

November 8, 2021

The Dougherty County Commission met in Room 100 of the Albany-Dougherty Government Center on November 8, 2021. Chairman Christopher Cohilas presided and called the meeting to order at 10:00 am. Commissioners present were Victor Edwards, Gloria Gaines, Russell Gray, Clinton Johnson and Ed Newsome. Also present were County Administrator Michael McCoy, Assistant County Administrator Scott Addison, County Attorney Spencer Lee, County Clerk Jawahn Ware, and other staff. The public and representatives of the media participated in person, via live streaming of the meeting on the County's Facebook page and the government public access channel. Commissioner Anthony Jones was absent.

The Chairman asked the Commission to review the minutes of the October 18th Regular Meeting and October 25th Work Session Meeting.

Chairman Cohilas also requested that delegation presentations be limited to ten minutes and recognized William Wright, dba Afram-Tech, Inc. to provide guidance on SPLOST implementation.

The Chairman recognized Consultant Ed Wall to provide an update regarding the millage rate, property taxes and tax digest. Mr. Wall shared that every mil for Dougherty County raises \$2 million and he provided a comparison for Bibb, Chatham, Clayton and Lowndes County. He shared that our millage rate is not "off based" compared to other urban areas but added that we are considered urban but our rate reflects more of a rural area. It was also noted that our mil generates less than others.

The Chairman recognized former Commissioner Maurlean Edwards who was in attendance. Henry Thomas, Founder of the Georgia Music Association was recognized to provide concerns and inquired about having the Commission's support for their unity in the community proposal.

The Chairman called for a discussion of the recommendation to approve the proposal for Dougherty County's Property/Casualty Insurance & Risk Management Services Broker from the most responsive vendor Alliant (Charlotte, NC) at an annualized fee of \$69,750. Two brokers were selected as finalists. Assistant County Administrator Scott Addison and Principal Consultant Jim Britt addressed. PAG Committee Members, City of Albany Buyer Joshua Williams, Chief Jailer John Ostrander and HR Specialist II Tewonda Daniels were present. Mr. Britt shared that our current vendor merged with another company and the new broker did not allow our partnership to continue. As a result, a new RFP process had to be done a year sooner.

The Chairman asked Mr. McCoy to highlight the third vaccination event. Mr. McCoy shared that there were 2,642 vaccinations provided with 1,209 administered at the third event.

The Chairman called for a discussion of the recommendation to approve the proposed Alcoholic Beverage License renewals for Calendar Year 2022. Chief Anthony Donaldson, Business and License Support Department addressed. Chief Donaldson answered questions from Commissioner Edwards regarding signage for city stores.

The Chairman called for a discussion of the recommendation to accept the Right Of Way Maintenance Agreement between the Georgia Department of Transportation (GDOT) and Dougherty County, Georgia relative to the roundabout landscaping maintenance for SR 133 at CR 234/Lovers Lane Road. The County will be responsible for maintaining the landscaping that will be installed during construction in the center of and around the roundabout. GDOT will be responsible for the installation of the landscape items. County Engineer Jeremy Brown and GDOT Project Manager Jonathan Dechko were present to address.

The Chairman called for a discussion to review the three Stormwater Facility Maintenance Agreements between Pratt Properties, Inc, Robert K. Taylor and Boyd EA, LLC and Dougherty County, Georgia. Jeremy Brown, County Engineer and Bradd Little, Engineering Specialist addressed. Mr. Brown said that this is required for maintenance and is recorded with the property.

The Chairman called for a continued discussion of the proposed American Rescue Plan Act (ARPA) Project Spending Plan. County Administrator Michael McCoy and CORE Group of GA Consultant Latoya Cutts addressed. Mr. McCoy shared that this was an updated plan with revised spreadsheets and reminded the Commission to please focus on FY22. Ms. Cutts highlighted changes from October and stated that the money needed to be obligated by 2024 and spent by 2026. Commissioner Gray provided a request on behalf of the Dougherty County Health Department. The Chairman directed that this topic be on another work session and there were areas noted for staff to vet and research.

The Board took a recess from 12:08 p.m. to 12:14 p.m.

The Chairman called for a discussion to review both a proposed Settlement Letter from the law firm of Blasingame, Burch, Garrard & Ashley, P.C. and a proposed Resolution relative to Dougherty County's previously filed Opiate litigation against certain manufacturers and distributors of prescription Opioids. County Attorney Spencer Lee addressed. Attorney Lee reviewed the settlement options with the Board for this nationwide case. It was his recommendation to take the recommendation from our attorneys to execute the MOU and settle. If there are concerns, he asked the Commission to please let him know and he will contact our lawyers. It was also noted that there was not a guarantee of settling because all parties need to execute. The fee for the lawyers was discussed and Attorney Lee shared that there are still many unknowns.

The Chairman called for a discussion of the board appointments. County Clerk Jawahn Ware addressed.

Joint Board of Adjustments & Appeals – There are three joint appointments: two joint appointments with a three-year term ending on October 1, 2024, and one joint appointment with an unexpired three-year term ending October 1, 2022. Stephen Dew and Ronald Smith desire

reappointment. There are no new applicants. All joint appointments must be ratified by the City of Albany. The County will re-advertise for one vacancy.

Air Conditioning, Heating, & Ventilation Board – There are four appointments: one County, two joint and one rotational, all with a one-year term ending December 31, 2022. Incumbents Thomas Driggers (joint), Clint Newsome (joint) and Clifford Tolbert (rotational) desire reappointment. There are no new applicants. All joint appointments must be ratified by the City of Albany. The County will re-advertise for one vacancy.

Dougherty County Development Authority – There are five appointments: four appointments with a four-year term ending December 31, 2025, and one appointment with a four-year unexpired term ending December 31, 2023. Incumbents Peter Akinnubi and Charles “Bruce” Capps desire reappointment. Incumbents Winifred Benson and J.C. Odom, Jr do not desire reappointment. Incumbent Frank Williamson resigned from the board. There are two new applicants: Felicia Brown and Demetrius Love. The County will re-advertise for one vacancy.

Electrical Board – There are five appointments: one County appointment for a Master Electrician, two joint appointments for an Electrical Supplier, one joint appointment for a Professional Engineer and one appointment for a joint citizen member, all with a one-year term ending December 31, 2022. Incumbent Sanford Hillsman (joint citizen member) desires reappointment. There are no new applicants. The County will re-advertise for four vacancies and all joint appointments must be ratified by the City of Albany.

Flood Plain Management Review Board – There are three appointments with a three-year term ending December 31, 2024. Incumbent Tod Lanier desires reappointment. There was no response from incumbent Marvelyn Boyette. There are no new applicants. The County will re-advertise for two vacancies.

Gas Board – There are three appointments: One County, one joint and one rotational all with a one-year term ending December 31, 2022. Incumbents Sanford Hillsman (county) and Rhett Parker (joint) desire reappointment. There are no new applicants and all joint appointments must be ratified by the City of Albany. The County will re-advertise for one vacancy.

Dougherty County Health Board – There are two appointments with a six-year term ending December 31, 2027, and one appointment is the Chairman’s designee (appointee must be a Commissioner). Incumbents Commissioner Russell Gray (Chairman designee) and Wilbert Moore desire reappointment. There are two new applicants: Felicia Brown and Dr. Tamara Davis.

Keep Albany Dougherty Beautiful – There are two appointments with a three-year term ending December 31, 2024. Incumbent Robert Metts desires reappointment. Incumbent Virginia Johnson does not desire reappointment. KADB recommended the reappointment of Mr. Metts and recommended Bryant Harden to replace Virginia Johnson.

Library Board – There are two appointments with a three-year term ending December 31, 2024, one must be a Commissioner. Incumbents Dr. James Hill and Commissioner Anthony Jones desire reappointment. There is one new applicant: Felicia Brown.

Department of Behavioral Health & Development Disabilities Regional 4 – There are two appointments with a three-year term ending December 31, 2024. Incumbents Gail Davenport and Debra Richardson desire reappointment. There are no new applicants.

Payroll Development Authority – There is one appointment with a three-year term ending December 31, 2024. Incumbent James Griffin is deceased. There is one new applicant: Felicia Brown.

Planning Commission – There are two appointments with a three-year term ending December 31, 2024. Incumbents William Geer and Sanford Hillsman desire reappointment. There is one new applicant: Demetrius Love.

Plumbing Board – There are three appointments with a one-year term ending December 31, 2022. Two County appointments must be a Master Plumber and one appointment represents a citizen member. Incumbents Lee Eppley (Master Plumber), Rhett Parker (Master Plumber) and Glenn Harris (Citizen Member) desire reappointment. There are no new applicants.

Retirement Fund Committee – There are two appointments with a four-year term ending December 31, 2025, both must be a citizen appointees. Incumbent William Cooling desires reappointment. There are no new applicants. The County will re-advertise for one vacancy. Commission Chairman makes all appointments.

Southwest Georgia Community Action Council – There is one appointment with a one-year term ending December 31, 2022. Incumbent Glenn Tyler Harris desires reappointment. There are no new applicants.

Southwest Georgia Housing Task Force – There is one appointment with a one-year term ending December 31, 2022. Incumbent Sonya Johnson desires reappointment. There are no new applicants.

Southwest Georgia Regional Commission – There are three appointments: one County, one joint and one Chairman designee (appointee must be a Commissioner) all with a one-year term ending December 31, 2022. Incumbents Raymond Breaux (County), Anthony Jones (Chairman designee) and Casawn Lhuillier-Yheyeis (joint) desire reappointment. There are no new applicants. All joint appointments must be ratified by the City of Albany. The Chairman will appoint his designee.

Stadium Authority – There is one appointment with a four-year term ending December 31, 2025. Incumbent Chuck Roberts desires reappointment. There is one new applicant: Dr. Tamara Davis.

Tax Assessors Board – There are two appointments with a three-year term ending December 31, 2024. Incumbents George Anderson and Wayne Shaw desire reappointment. There are no new applicants.

Mr. McCoy provided an update on ten Dougherty County School System students who participated in the Emerging Leaders program. Commissioner Johnson asked about the status of the internship program and Mr. McCoy said that he is evaluating this and will provide an update. Commissioner Gray asked if there is a conflict of interest if one person would be appointed to both the Dougherty County Development Authority and Payroll Development Authority. Attorney Lee stated that it would not be advised and Chairman Cohilas said it was a good question and it should be evaluated. Commissioner Edwards provided a Code Enforcement update from last week and Chairman Cohilas asked for an update in 60 days.

There being no further business to come before the Commission, the meeting adjourned at 12:42 p.m.

CHAIRMAN

ATTEST:

COUNTY CLERK



**DOUGHERTY COUNTY BOARD OF COMMISSIONERS
ADMINISTRATION**

Christopher Cohilas, C

Item 4a.

Ed Newsome, *District 1*

Victor Edwards, *Vice Chairman, District 2*

Clinton Johnson, *District 3*

Russell Gray, *District 4*

Gloria Gaines, *District 5*

Anthony Jones, *District 6*

Michael McCoy, *County Administrator*

W. Spencer Lee, IV, *County Attorney*

November 12, 2021

Federal Energy Regulatory Commission
Washington, D.C. 20426
Attn: Office of Energy Projects

RE: Request to review amending the permit for Georgia Power on Lake Worth in Dougherty County, Georgia (aka, Albany Hydropower Project)

Dear Commissioners:

Dougherty County, Georgia, has been faced with numerous flooding events over the last several decades. One most recent event occurred in March 2020. This particular event caused homes and roads to be flooded in our County. As a result, quite a bit of discussion has ensued since that event surrounding possible actions that can be taken to avoid or lessen the opportunity for an incident of this nature to be repeated.

One of the citizens affected by the March 2020 flooding event brought forward a possible solution that could potentially help address flooding in Dougherty County. After presenting the possible solution to the Board of County Commissioners, the citizen asked that we make the following request on behalf of our County. Therefore:



The Dougherty County Board of Commissioners is requesting that FERC (Federal Energy Regulatory Commission) review amending the permit for Georgia Power on Lake Worth in Dougherty County, Georgia (aka, Albany Hydropower Project), to allow Georgia Power to release water in advance of the current lake level gauge indicators that are currently in use. The idea is that this would allow the operators of the dam to anticipate high levels that flood adjacent properties. This action would be taken in coordination with the knowledge of releases from the Crisp County facility a few dozen miles upstream.

Currently, Georgia Power's interpretation of the FERC license agreement is that they cannot release water until their gauge shows a water level increase that may cause a flood. In operation, this procedure is very frequently too late in the flood-pulse cycle to avoid the inundation of private properties. Perhaps a change in interpretation is warranted versus an actual change to the license from FERC, but either way, we are requesting involvement on FERC's part to make a meaningful change in our community.

The Dougherty County Commission appreciates that both Crisp County Power and Georgia Power have a goal of being good stewards of their water resources. We submit our request in the spirit of improving this stewardship in order to avoid significant releases that cause unnecessary flooding for downstream citizens and communities.

Should you have any questions or concerns, please don't hesitate to contact me.

Sincerely,
Christopher S. Cohilas, Chairman
Dougherty County Board of Commissioners

RESOLUTION

WHEREAS, the Board of Commissioners of **Dougherty County, Georgia** has considered an agreement for the operation and maintenance of a boat ramp to be constructed by the Department of Natural Resources.

WHEREAS, such facilities are necessary to provide adequately for the public welfare and recreation;

IT IS HEREBY RESOLVED by the Commission Members that the proposed Agreement captioned "Boat Ramp Operation and Maintenance Agreement" be and the same is hereby approved and the Chairman is herewith authorized to execute, on behalf of **Dougherty County, Georgia** and the Board of Commissioners, referenced contract and any other related documents or papers necessary to secure such boat ramp facilities as provided therein.

This 6th day of December, 2021.

ATTEST:

Christopher S. Cohilas
County Commission Chairman

Clerk of Commission
(SEAL)

FEDERAL ID # 58-6000817

CERTIFICATION

I do hereby certify the above is a true and correct copy of the Resolution duly adopted by the Commissioners on the date so stated in said Resolution.

I further certify that I am the CLERK OF THE COMMISSION and that said Resolution had been duly entered in the official records of said Board and remains in full force and effect this 6th day of December, 2021.

Signature - Jawahn E. Ware

When recorded, return to:

GA DNR Real Estate Office

2 MLK, Jr. Drive, SE, Suite 1352 East

Atlanta, Georgia 30334-9000

STATE OF GEORGIA

COUNTY OF FULTON

LEASE
TO DEPARTMENT OF NATURAL RESOURCES
FOR BOATING ACCESS

THIS INDENTURE, entitled "Lease To Department of Natural Resources For Boat Ramp Construction", (hereinafter "Lease"), is made and entered into this _____ day of _____, 20__, by and between **Dougherty County, Georgia**, (hereinafter referred to as "LESSOR"), whose address is **222 Pine Avenue Suite 540, Albany Georgia 31546** and the **DEPARTMENT OF NATURAL RESOURCES** (hereinafter referred to as "LESSEE" or "DEPARTMENT"), acting for the State of Georgia, whose address for the purpose of this Lease is **Suite 1252 East Tower, 2 Martin Luther King, Jr. Drive, S. E., Atlanta, Georgia 30334-9000**.

W I T N E S S E T H:

WHEREAS, there is a demonstrated interest and need for public access to streams and impoundments within the State of Georgia for water related recreational purposes; and

WHEREAS, LESSEE desires to lease a parcel of land to construct, operate and maintain a boat launching ramp and access area for the use of the general public on a portion of LESSOR'S property; and

WHEREAS, under O.C.G.A. §§ 12-3-5 (c) and (e), and O.C.G.A. §§ 50-16-38 (a)(2), LESSEE is authorized to lease land for such purposes; and

WHEREAS, this lease is subject to approval by the Board of the Department of Natural Resources; and

WHEREAS, LESSOR desires to cooperate with the DEPARTMENT in its efforts to provide recreational opportunities for the people of Georgia by granting to the DEPARTMENT a lease on a parcel of LESSOR'S property for the above-stated purposes.

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) and of the mutual benefits flowing between the parties hereto, whose receipt and sufficiency are hereby acknowledged, LESSOR and LESSEE covenant and agree as follows:

1.

PREMISES

LESSOR hereby grants, demises and leases to LESSEE the premises described on EXHIBIT "A" and shown on plat of survey marked EXHIBIT "B" (hereinafter referred to as the "premises"), which are attached hereto and incorporated herein by reference.

2.

TERM

The leasehold shall have a term commencing at 6:00 P.M. EST, on the date first above written and expiring at 8:00 A.M. EST, on the twenty-fifth (25th) anniversary date of the date first above written.

3.

RENT OR FEES

LESSEE shall pay no rent or further consideration beyond the initial consideration, whose receipt and sufficiency are acknowledged by LESSOR.

LESSOR and the LESSEE hereto do mutually covenant and agree that the herein referenced boat ramp, parking area and any other facilities constructed or placed upon the

Premises shall be operated and maintained for the recreational pleasure of the general public without charge.

4.

COVENANT OF QUIET ENJOYMENT

LESSOR promises and warrants that LESSEE may peaceably hold and enjoy the premises during the full term of the leasehold herein granted. The use of the premises shall not endanger health or create a nuisance, and LESSEE shall take all reasonable precautions to assure that construction, use, operation and maintenance of the premises and structure or facilities on the premises will be such that the scenic, recreational and environmental values of the project will be protected and LESSEE's use of the waters of the project shall be nonexclusive.

5.

IMPROVEMENTS

LESSEE may further improve the premises with removable buildings, boat ramps, courtesy docks, canoe steps, signs and other structures and may construct roads and trails. LESSEE shall erect a sign on the premises which acknowledges the Federal Aid in Sport Fish Restoration Program and the LESSEE. LESSEE may also construct a fence anywhere within the premises in its sole discretion. LESSEE shall comply with all applicable laws relating to its use of the premises, including, but not limited to, the jurisdiction of the U.S. Army, Corps of Engineers, and State and Federal Environmental Protection Agencies. Any improvements placed upon the premises shall be and remain personal property of LESSEE, and except for the ramp Improvements, LESSEE may remove any of its improvements and other property from the premises anytime during the term of the leasehold and, if the leasehold shall be terminated prior to its natural expiration, for a reasonable time following such termination. LESSEE shall have reasonable access to the premises for the purpose of any such removal following early termination.

LESSOR shall not make any improvements to the premises, including but not limited to the placement of signs or trash receptacles, without prior written authorization from the LESSEE.

Authorized improvements to the premises by the LESSOR shall be and remain personal property of the LESSOR.

6.

CARE AND OPERATION OF THE PREMISES

LESSEE accepts the premises in their present condition as suited for the use intended by LESSEE.

LESSEE, only to the extent that it maintains similar facilities throughout the State of Georgia and to the extent that LESSEE, as determined solely by LESSEE, has the funds to do so, shall maintain that portion of the premises in good order and repair for the term of the leasehold herein granted except as otherwise provided herein.

LESSEE shall be responsible for any needed repairs to the boat ramp and signs,

LESSEE shall periodically inspect the facility to ensure compliance with Federal funding rules and regulations.

LESSOR agrees to provide for periodic inspection, trash and litter removal, parking area grading, and other routine maintenance, as needed, which enhances the appearance or usefulness of, or local pride in the premises such as grass cutting and removal of silt from the boat ramp.

LESSOR shall provide and suitably maintain an all-weather public access road to the premises and place and maintain boundary markers on the premises.

7.

CLOSURE OF PREMISES

Except under hazardous conditions or emergency, the LESSOR shall not close the premises without written authorization from the LESSEE. In the event of hazardous conditions or emergency the LESSOR shall notify the LESSEE of the closure, expected duration and reopening of the premises as soon as practical.

8.

DEFAULT BY LESSEE

Before LESSOR may assert any remedy for the alleged breach or default in any term of this Lease, LESSOR shall give LESSEE specific, written notice of the alleged default or breach. Upon such written notice of default, LESSEE shall have sixty (60) days within which to cure the alleged breach or default or to dispute LESSOR's assertion of breach or default.

9.

LESSOR'S AND LESSEE'S LIABILITY FOR LOSS

Nothing in this lease is intended to diminish any protection afforded either the LESSOR or the LESSEE by the provision of the Georgia Recreational Properties Act (OCGA 51-3-20 through 51-3-26). LESSEE's liability in tort is further governed by the Georgia Tort Claims Act, OCGA Title 50, Chapter 21, Article 2, as now existing or hereafter amended or repealed. No subrogation against LESSEE shall be permitted by any insurance otherwise obtained by LESSOR.

10.

TERMINATION

LESSOR may terminate this Lease upon ninety (90) days written notice to LESSEE upon the occurrence of the following:

The LESSEE allowing use of the property to create a condition constituting a public nuisance or a hazard to the safety and health of the public. Should LESSOR believe that LESSEE has allowed the property to be used in such a way as to create a condition constituting a public nuisance or hazard to the safety and health of the public, LESSOR shall give notice to LESSEE of LESSOR's determination, which notice shall contain the facts upon which LESSOR has relied in reaching its determination. LESSEE shall have sixty (60) days, or such reasonable additional time as the parties may agree upon, after the date of actual receipt of the notice in which to challenge LESSOR's determination or to correct the condition of which it was apprised in LESSOR's notice.

LESSEE may terminate this Lease upon ninety (90) days written notice to LESSOR upon the occurrence of the following:

LESSEE has cause to believe the LESSOR does not hold clear title of ownership, or any other defect of legal interest, to the premises. LESSOR shall have sixty (60) days, or such reasonable additional time as the parties may agree upon, after the date of LESSOR's receipt of notice in which to challenge LESSEE's determination and to correct the condition appraised in the LESSEE's notice.

11.

ASSIGNMENT

LESSEE may not assign any right, title or interest it has under this Lease without consent to LESSOR except to an officer or agency, department, instrumentality or public corporation of the State of Georgia for public purposes.

12.

TIME OF ESSENCE

Time is of the essence in this Lease.

13.

TAXES

LESSOR acknowledges that the execution of this Lease does not confer any tax-exempt status upon LESSOR or LESSOR'S reversionary interest in the premises during the term of the leasehold.

14.

NOTICES

Any notice, statement, request, or authorization (hereinafter simply referred to as "notice") given, or required to be given, hereunder by either party to or from the other shall be in writing and shall be sent by United States Certified Mail, postage prepaid, marked "show to whom, date & address of delivery", to the party to be notified at such party's address as hereinabove set forth. The day upon which any such notice is so mailed shall be the date of service. Each party may from

time to time, by notice to the other, designate a different address to which notices hereunder shall be sent. Any notice reasonably calculated to apprise the party so notified of the circumstances involved shall be deemed sufficient under this Lease.

15.

CONTINUITY

Each provision of this Agreement shall apply to, be binding upon, enforceable against and inure to the benefit or detriment of all the parties hereto and to their respective successors and assigns. Whenever a reference to a part hereto is made, such reference shall be deemed to include the successors and assigns of said party, the same as if in each case expressed.

16.

NO WAIVER

No failure of any party hereto to exercise any power given such party hereunder or to insist upon strict compliance by the other to their obligations hereunder, and no custom or practice of any of the parties hereto in variance with the provisions hereof, shall constitute a waiver of any party's right to demand exact compliance with provisions hereof.

17.

CUMULATIVE, NOT RESTRICTIVE

All rights, powers and privileges conferred in this Agreement upon all of the parties hereto shall be cumulative of, but not restrictive to, those given by law.

18.

CAPTIONS

The caption of each numbered provision hereof is for the purpose of identification and convenience only and shall be completely disregarded in construing this Agreement.

19.

INTERPRETATION

Should any provision of this Agreement require judicial interpretation, it is agreed that the Court interpreting or construing the same shall not apply a presumption that the provisions hereof

shall be more strictly construed against one party by reason of the rule of construction that an instrument is to be construed more strictly against the party who herself, himself, or itself, or through her, his, or its agent, prepared the same, it being agreed that the agents and counsel of all parties hereto have participated in the preparation hereof.

20.

ENTIRE AGREEMENT

This Agreement supersedes all prior discussions and agreements between the parties with respect to the matters provided for herein and constitutes the full, sole, complete and entire agreement among them with respect hereto. No agent, employee, officer or representative of or attorney for either party has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith modifying, amending, adding to, or changing the provisions of this Lease. No modification, amendment or change of, to or in this Agreement shall be binding on either party unless such modification, amendment or change shall be in writing, executed by both parties and by reference incorporated in and made a part of this Lease.

21.

LEASE EFFECTIVE

This Agreement shall become effective upon its due execution.

IN WITNESS WHEREOF, all the parties hereto have caused this Agreement to be executed in their names as of the date hereof.

Signed and sealed

LESSOR: Dougherty County, Georgia

in the presence of :

Witness

By: _____

Name: _____

Title: _____

Notary Public, State of Georgia

Date Notarized: _____

My Commission Expires:

(NOTARY PUBLIC SEAL)

Signed and Sealed

as to **LESSEE**

in the presence of:

**LESSEE: DEPARTMENT OF NATURAL
RESOURCES**

Witness

By: _____

Mark Williams

Commissioner

Notary Public, State of Georgia

My Commission Expires:

(NOTARY PUBLIC SEAL)

EXHIBIT "A"**Legal Description of Property**

Commencing at the Point of Beginning; thence South 54°34'53" West, a distance of 23.63 feet; thence South 54°34'53" West, a distance of 98.71 feet; thence North 37°38'42" West, a distance of 428.35 feet; thence North 55°30'25" West, a distance of 61.80 feet; thence North 03°12'22" East, a distance of 13.62 feet; thence North 27°49'56" East, a distance of 43.56 feet; thence North 39°27'27" East, a distance of 64.45 feet; thence South 87°10'36" East, a distance of 17.46 feet; thence South 59°13'14" East, a distance of 51.84 feet; thence South 73°28'21" East, a distance of 17.28 feet to the beginning of a curve concave to the southwest having a radius of 1803.84 feet and a central angle of 4°27'00" and being subtended by a chord which bears South 37°37'37" East 140.07 feet; thence southeasterly along said curve, a distance of 140.10 feet; thence South 35°24'07" East tangent to said curve, a distance of 110.77 feet; thence South 35°24'07" East, a distance of 210.55 feet to the Point of Beginning.

Containing 1.5644 Acres, more or less.



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

ALCOHOL LICENSE APPLICATION

Date of Application: November 9, 2021

☐ 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 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

CORPORATION NAME: Morees Grocery & Liquor Inc.

TRADE NAME OF BUSINESS: Moree's Grocery

BUSINESS ADDRESS: 4028 Moultrie Rd.

BUSINESS PHONE: (229) 435-5483

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:

☐ SINGLE PROPRIETOR ☐ PARTNERSHIP ☒ CORPORATION (Documents Required) ☐ PRIVATE CLUB (Documents Required)

GENERAL INFORMATION LICENSEE

1. FULL NAME OF LICENSEE: Betty J Amburn

ADDRESS OF LEGAL RESIDENCE: 2120 S. Countyline Rd.

CITY: Albany

STATE: Georgia

ZIP CODE: 31705

COUNTY OF
RESIDENCE: Worth

MOBILE PHONE: (229) 603-8412

EMAIL: joamburn@gmail.com

AGE: 60

2. FULL NAME OF LICENSEE:

ADDRESS OF LEGAL RESIDENCE:

CITY:

STATE:

ZIP CODE:

COUNTY OF
RESIDENCE:

MOBILE PHONE:

EMAIL:

AGE:



Item 5c.

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

ALCOHOL LICENSE APPLICATION

Date of Application: November 9, 2021☐ 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 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 |

CORPORATION NAME: Morees Grocery & Liquor Inc.TRADE NAME OF BUSINESS: Moree's GroceryBUSINESS ADDRESS: 4028 Moultrie Rd.BUSINESS PHONE: (229) 435-5483CITY: AlbanySTATE: GeorgiaZIP CODE: 31705COUNTY 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:

☐ SINGLE PROPRIETOR ☐ PARTNERSHIP ☒ CORPORATION (Documents Required) ☐ PRIVATE CLUB (Documents Required)**GENERAL INFORMATION LICENSEE**1. FULL NAME OF LICENSEE: Betty J AmburnADDRESS OF LEGAL RESIDENCE: 2120 S. Countyline Rd.CITY: AlbanySTATE: GeorgiaZIP CODE: 31705COUNTY OF
RESIDENCE: WorthMOBILE PHONE: (229) 603-8412EMAIL: joamburn@gmail.comAGE: 60

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:

Item 5c.

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	Bettye Moree	6001 Moultrie Rd. Albany, Ga.	33 1/3%
B	Betty J Amburn	2120 S. Countline Rd. Albany, Ga.	33 1/3 %
C	Keith Moree	6147 Moultrie Rd. Albany, Ga.	33 1/3 %

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

Betty J Amburn 2120 S. County Line Rd. Albany, Ga. 31705 (229) 603-8412

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, Betty J Amburn (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. Betty J. Amburn

2. _____



Sworn to and subscribed before me this 9th day of November, 2021.

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. _____ feet.
(Distance between Bars, Nightclubs, Taverns, Lounges within 1,000 feet of this applied location.)
2. _____ feet.
(If requested location is within 300 feet of Government owned or operated Alcohol Treatment Center.)
3. _____ 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: 292

Last Year Licensed: 2021

Business Name: Moree's Grocery & Service Station

Licensee: Keith Moree

Lic. No. 0AAL-07000-0

Fee \$400.00

ABC Date 11/18/2021

Accepted by: [Signature]

ADDITIONAL INFORMATION

WORK SESSION DATE: November 29, 2021

REGULAR MEETING DATE: December 6, 2021

ZONING: C-1

DISTRICT: 6

Applicant(s) meet criteria: ☒ Yes ☐ NoLocation meets criteria: ☒ Yes ☐ No

Director/License Inspector

Date

Recommendation: ☒ Approved ☐ Disapproved

Chief of Police/Designee

Date

Remarks:

County Clerk/Designee

Date

☐ Approved☐ Disapproved**COPY OF ADVERTISEMENT**

**NOTICE OF APPLICATION FOR
SALE OF BEER AND WINE LICENSE**
for locations in the unincorporated area of
Dougherty County
I Betty J Amburn, trading as Moree's Grocery,
4028 Moultrie Rd., Albany, GA, 31705, give
notice that I will apply for sale of beer & wine
license to be considered by the Dougherty
County Commission at 10 am on December 6,
2021, at 222 Pine Ave, Room 100, Albany, GA
31702.
Run Dates: Nov. 10, 17, 24, Dec. 1, 2021

COMMENTS:



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

ALCOHOL LICENSE APPLICATION

Date of Application: October 28, 2021

☒ 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.

☒ **Administrative Fee: \$50**

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 \$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"/> LIQUOR, Manufacture \$3,000

CORPORATION NAME: Sylvester Food LLC.

TRADE NAME OF BUSINESS: Sylvester Food

BUSINESS ADDRESS: 3333 Sylvester Hwy

BUSINESS PHONE:

CITY: Albany

STATE: Georgia

ZIP CODE: 31705

COUNTY IN WHICH
BUSINESS IS LOCATED: Dougherty

MAILING ADDRESS IF DIFFERENT FROM BUSINESS ADDRESS

MAILING ADDRESS: 4015 1st. Ave.

CITY: Arabi

STATE: Georgia

ZIP CODE NUMBER: 31712

THIS APPLICATION IS FILED BY:

☐ SINGLE PROPRIETOR ☐ PARTNERSHIP ☒ CORPORATION (Documents Required) ☐ PRIVATE CLUB (Documents Required)

GENERAL INFORMATION LICENSEE

1. FULL NAME OF LICENSEE: Faryal Salf Cheema

ADDRESS OF LEGAL RESIDENCE: 4360 Bedgood Ave.

CITY: Arabi

STATE: Georgia

ZIP CODE: 31712

COUNTY OF
RESIDENCE: Crisp

MOBILE PHONE: (229) 406-1932

EMAIL: faycheema1997@gmail.com

AGE: 24

2. FULL NAME OF LICENSEE:

ADDRESS OF LEGAL RESIDENCE:

CITY:

STATE:

ZIP CODE:

COUNTY OF
RESIDENCE:

MOBILE PHONE:

EMAIL:

AGE:



Item 5d.

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

ALCOHOL LICENSE APPLICATION

Date of Application: October 28, 2021

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☐ Transfer of Ownership

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☒ **Administrative Fee: \$50**

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	\$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"/> LIQUOR, Manufacture	\$3,000

CORPORATION NAME: Sylvester Food LLC.

TRADE NAME OF BUSINESS: Sylvester Food

BUSINESS ADDRESS: 3333 Sylvester Hwy

BUSINESS PHONE:

CITY: Albany

STATE: Georgia

ZIP CODE: 31705

COUNTY IN WHICH
BUSINESS IS LOCATED: Dougherty

MAILING ADDRESS IF DIFFERENT FROM BUSINESS ADDRESS

MAILING ADDRESS: 4015 1st. Ave.

CITY: Arabi

STATE: Georgia

ZIP CODE NUMBER: 31712

THIS APPLICATION IS FILED BY:

☐ SINGLE PROPRIETOR ☐ PARTNERSHIP ☒ CORPORATION (Documents Required) ☐ PRIVATE CLUB (Documents Required)

GENERAL INFORMATION LICENSEE

1. FULL NAME OF LICENSEE: Faryal Saif Cheema

ADDRESS OF LEGAL RESIDENCE: 4360 Bedgood Ave.

CITY: Arabi

STATE: Georgia

ZIP CODE: 31712

COUNTY OF
RESIDENCE: Crisp

MOBILE PHONE: (229) 406-1932

EMAIL: faycheema1997@gmail.com

AGE: 24

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:

Item 5d.

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	Faryal Cheema	3333 Sylvester 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

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 _____)

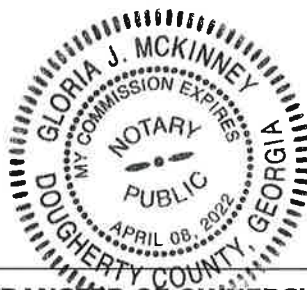
OATH

10. I, Faryal Cheema (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. Faryal Cheema
2. _____



Sworn to and subscribed before me this 28th day of October, 2021.

Gloria J. McKinney
NOTARY PUBLIC

OFFICE USE ONLY

PROXIMITIES (LEAVE BLANK IF A TRANSFER OF OWNERSHIP):

- A. Nearest School: 16000 + Feet From: TURNER ELEMENTARY (2001 LEONARD AVE.)
(Must be greater than 300 ft. for beer and wine, 600 ft. for distilled spirits)
- B. Nearest Church: 3000 + Feet From: VECTORY TABERNACLE ASSEMBLY OF GOD (3570 SYLVESTER RD.)
(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 1,500ft.)

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

If Yes, License Number: 26801 Last Year Licensed: 2015

Business Name: Road Runner

Licensee: Rithy & Sithy Inc.

Lic. No. DA21-00001

Fee \$750.00

ABC Date 11/18/2021

Accepted by: A.D. [Signature]

ADDITIONAL INFORMATION

WORK SESSION DATE: November 29, 2021

REGULAR MEETING DATE: December 6, 2021

ZONING: C-3 DISTRICT: 6

Applicant(s) meet criteria: Yes No

Location meets criteria: Yes No

[Signature] Director/License Inspector Date 11/18/21

Recommendation: Approved Disapproved

[Signature] Chief of Police/Designee Date 11/19/21

Remarks:

County Clerk/Designee

Date

Approved

Disapproved

COPY OF ADVERTISEMENT

NOTICE OF APPLICATION FOR SALE OF BEER AND WINE LICENSE
I, Faryal Cheema trading as Sylvester Food, located at 3333 Sylvester Road, give notice that I have applied for sale of beer & wine license to be considered by the Dougherty County Commission at 10 AM on December 6, 2021 at 222 Pine Avenue, Room 100, Albany, GA.

COMMENTS:

American Rescue Plan Act (ARPA)

Item 5e.

Dougherty County Proposed Spending Plan (\$17 Million Recovery Funds)

PHASE I: Proposed Project Summary for Tranche 1 of 2- \$8.5M

(Tranche 1 – Received May 2021/ Tranche 2 – May 2022)

Eligible Uses:

- | | |
|---|--|
| 1) Support Public Health Response | 5) Replace Public Sector Revenue Loss |
| 2) Address Negative Economic Impacts | 6) Water, Sewer and Broadband Infrastructure |
| 3) Premium Pay for Essential Workers | |
| 4) Payroll Expenses for Public Health & Public Safety Employees | |

PRIORITY 1: ADMINISTRATION

(Essential Business Operations)

Proposed Project	Eligibility Reference	FY 22 Proposed Cost	FY 23 Proposed Cost	FY 24 Proposed Cost	FY 22-24 Proposed Cost
Premium Pay Raise (Public Safety – GF)	3	\$2,546,058	\$2,546,058	\$2,546,058	
Premium Pay Raise (Public Safety – SSD)	3	\$406,362	\$406,362	\$406,362	
Premium Back Pay (\$1K Per Employee)	3		\$650,000		
Consultants	1	\$50,000	\$50,000	\$50,000	
Employee Vaccination Incentives (\$300)	1	\$300,000			
Incentive Based COVID Vaccine Event (Dougherty Residents)	1	\$400,000			
Family First Corona Virus Response Act (FFCRA) (Pd. Sick/Family/Med)	1	\$200,000	\$200,000	\$100,000	
Health Plan COVID Costs	1	\$1,500,000	\$1,000,000	\$500,000	
COVID PPE	1	\$120,000	\$120,000	\$120,000	
Technology (Computers, Software & Radios)	1	\$756,234	\$100,000	\$100,000	
Broadband (20% Match)	7	\$1,001,346			
		\$7,280,000	\$5,072,420	\$3,822,420	\$16,174,840
TOTAL PRIORITY 1: ADMINISTRATION (86.8%) (Essential Business Operations)					\$7,280,000

PRIORITY 2: DEPARTMENTS (Essential Public Service Delivery)					
Department/ Proposed Projects	Eligibility Reference	FY 22 Proposed Cost	FY 23 Proposed Cost	FY 24 Proposed Cost	FY 22-24 Proposed Cost
Public Library (Mobile Library)	1	\$400,000			
Health Department	1	\$370,000			
		\$770,000			
TOTAL PRIORITY 2: DEPARTMENTS ONLY (9.4%) (Essential Public Service Delivery)					\$770,000
OTHER CONSIDERATIONS					
Commissioners	Proposed Project Description			Proposed Cost	Eligibility Reference
Commissioner Jones					
Youth Aides and Internships to work in various department of County Govt. during summers and other school breaks					
Housing					
Commissioner Edwards					
Youth Job Training & Apprenticeship w/ County Govt.					
Small Business Loans to Businesses					
Homeless Programs w/ Day Services (Living Space Improvements)					
Commissioner Gaines					
Overall Goal is to Stabilize Budget on the Revenue and Cost Sides of Operations by:					
Addressing Service Cost Increases to the County due to COVID, to include:					
1. Building Modifications					
2. Health Benefits					
3. Overtime, Sick Pay and Quarantine Leave					
4. Public Safety (e.g., Jail)					
Address Revenue Losses due to COVID, to include the Criminal Justice System, Sales Taxes, etc.					
Continue Vaccine Incentives to citizens for both health and economic benefits					
Working in Partnership with a Nonprofit to address Homelessness					
TOTAL PRIORITY 2: DEPARTMENTS & OTHER CONSIDERATIONS					N/A

PRIORITY 3: COMMUNITY SERVICE PROGRAMS (Addressing Critical Community Impact/Needs)					
Community Stakeholder/ Proposed Project	Eligibility Reference	FY 22 Proposals	FY 23 Proposals	FY 24 Proposals	FY 22-24 Totals
Housing	2	\$50,000	\$250,000	\$250,000	
Albany Rescue Mission Homeless Services		\$50,000			
Phoebe Workforce Development	2		\$190,000		
Phoebe Behavioral Health Services (Inmates)	2	\$250,000	\$250,000	\$250,000	
Albany Community Together (ACT) Small Business Assistance: Access to Capital, Financial Health Assessments, and Other Needs to Address Negative Impact of COVID NOTE: Request was for \$1-3M/ (Est. of \$1.5 Included)	2		\$500,000	\$500,000	
ASPIRE Behavioral Health Services (Field Case Mgmt.)	2	\$100,000			
		\$450,000	\$1,190,000	\$1,000,000	\$2,640,000
TOTAL PRIORITY 3: COMMUNITY SERVICE PROGRAMS (3.8%) (Addressing Critical Community Impact/Needs)					\$450,000
TOTAL ALL PROPOSED PROJECTS: FY 22					\$8,500,000
TOTAL ALL PROPOSED PROJECTS: FY 22-24					\$19,584,840 (\$2,584,840)

Item 5e.

State of Georgia
County of Dougherty

EMPLOYMENT AGREEMENT

THIS AGREEMENT made and entered into this 3rd day of Jan, 2022, by and between the Board of Commissioners of Dougherty County, Georgia, hereinafter called "Employer," as party of the first part, and Kenneth Johnson, hereinafter called "Employee," as party of the second part, both of whom understand and agree as follows:

WITNESSETH:

WHEREAS, Employer desires to employ the services of Kenneth Johnson as Police Chief of Dougherty County, Georgia; and

WHEREAS, it is the desire of the Employer, to provide certain benefits, establish certain conditions of employment, and to set working conditions of said Employee; and

WHEREAS, it is the desire of Employer to (1) secure and retain the services of Employee and to provide inducements for him to remain in such employment, (2) to make possible full work productivity by assuring Employee's morale and peace of mind with respect to future employment, and (3) to provide a just means for terminating Employee's services for cause or at such time when Employer may otherwise desire to terminate his employ; and

WHEREAS, Employee desires to accept employment as Police Chief of said County.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Section 1. **Duties.**

A. As Police Chief, the Employee shall be the Chief Administrative Officer of the Police

Department. The Employee shall be responsible for the administration of the Police Department. The Employee shall be charged with the effective and impartial enforcement of all County ordinances and state laws for the protection of all citizens who live in the unincorporated areas of the County. The Employee shall be responsible for planning, organizing, directing, staffing, coordinating, and budgeting police operations. The Employee shall be responsible for reporting the operational performance of the Police Department to the County Commission and the County Administrator.

B. The Employee shall perform other legally permissible and proper duties and functions as necessary.

C. The Employee shall formulate departmental rules, regulations, and procedures in cooperation with the County Administrator, to whom the Employee reports and to whom the Employee is responsible for the proper operation of the Police Department as delegated by the County Commission.

D. Nothing in the Agreement shall prevent, limit or otherwise interfere with the right of Employer to terminate the services of Employee at any time, subject only to the provisions set forth in Section 2, Paragraphs "A" and "B" of this Agreement.

E. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employee to resign at any time from her position with Employer, subject only to the provisions set forth in Section 2, Paragraph "D" of this Agreement.

F. Employee agrees to remain in the exclusive employ of Employer through January 3, 2023 and neither to accept other employment nor become self-employed until said termination date, unless said employment is terminated as hereinafter provided.

G. The term "employed" shall not be considered to include occasional teaching, speaking, writing or consulting activities performed during the Employee's time off so long as such activities do not conflict with employment.

Section 2. **Termination and Severance Pay.**

A. In the event Employee is terminated by Employer before expiration of the aforesaid term of employment for reasons other than "just cause", then in that event, Employer agrees to pay Employee a lump sum cash payment equal to six months aggregate salary, and six months for Employee's cost of COBRA insurance continuation. Further, Employee shall be compensated for all accrued annual leave. Employer must give Employee a minimum of thirty (30) days written notice of termination for other than "just cause". During said thirty (30) day period, Employer shall continue to pay Employee full pay and benefits under this contract.

B. In the event Employer at any time during the term of this Agreement reduces the salary or other financial benefits of Employee for reasons other than "just cause" in a greater percentage than an applicable across-the-board reduction for all employees of Employer, then, in that event, Employee, may, at his option, deem himself to be "terminated" as of date of such reduction within the meaning and context of the foregoing Paragraph "A".

C. Employer may place Employee on Administrative Leave with full pay and benefits at any time during the term of this Agreement with or without "just cause", upon the vote of a majority of the Board of Commissioners. In the event Employee voluntarily resigns following a majority vote of the Board placing Employee on Administrative Leave, then in that event the Employee shall be deemed terminated under paragraph "A" above.

D. In the event Employee voluntarily resigns his position with Employer before expiration of the aforesaid term of his employment, then Employee shall give Employer sixty (60) days written notice in advance, unless the parties otherwise agree. Employee's resignation shall not obligate Employer to provide any severance pay described in this section. However, Employer shall pay Employee for accrued vacation and sick leave.

E. If a majority of the Board of Commissioners vote to terminate the employment of Employee for stated "just cause", within thirty (30) days of the date of termination, Employee shall be afforded an opportunity to appear before the Board, in a regular or called meeting, and present any facts or evidence he wishes to be made a part of the official minutes.

F. Should Employer desire not to rehire Employee, Employer agrees to give Employee ninety days or more written notice of its decision prior to the expiration of this Employment Agreement. In the event Employer does not give written notice to Employee ninety days or more prior to expiration of this Employment Agreement, the Employment Agreement shall be renewed/extended under the same terms and conditions, as stated herein, for an additional year. Said Employment Agreement shall continue to be renewed/extended each year thereafter unless Employer gives to Employee the ninety days written notice as stated above. Should Employer decide to give the above stated written notice to Employee, then, in that event, Employee shall continue employment under the terms of either this Employment Agreement or any subsequent renewal or extension for the balance of the term, after which, Employer agrees to pay Employee a lump sum cash payment equal to three months aggregate salary and three months for Employee's cost of COBRA insurance continuation. Further, Employee shall be compensated for all accrued annual leave.

Section 3. Salary.

Employer agrees to pay Employee for all services rendered pursuant hereto an annual base salary of \$90,000.00 payable in bi-weekly installments at the same time as other employees of Employer are paid. In addition, Employer agrees to increase said base salary and/or other benefits of Employee in such amounts and to such extent as Employer may determine that it is desirable to do so on the basis of an annual salary review of said Employee made at the same time as similar consideration is given to other employees generally. Employee shall receive a cost-of-living adjustment in the same manner as and when approved for all full time employees.

Section 4. Hours of Work.

A. For FLSA purpose, Employee is an "exempt" employee who is expected to engage all those hours of work necessary to fulfill the obligations of her position of employment. Employee does not have pre-established hours as he is expected to be available at all times, except during periods of approved leave. Employee acknowledges his employment is primary to all other activities and ventures he may pursue or engage in for profit.

B. Employee shall not regularly spend more than ten hours per week in teaching, consulting or other non-Employer related activities, without the prior approval of Employer.

Section 5. Annual Leave, Sick Leave, Etc.

Notwithstanding the provisions of this contract relative to termination of employment, the Employee shall be subject to and governed by, the general personnel policies for County employees regarding the accrual of vacation, sick leave, other forms of leave and holidays. Where any provision of such policies conflict with this Agreement it is the intention of the parties that the terms of this Agreement shall control.

Section 6. Vehicle Use.

Employee's duties require that he have access to a suitable county vehicle at all times during his employment with Employer. Employee serves in a public safety capacity as Police Chief, and is therefore deemed to be on duty in a round the clock capacity. Employee serves in an "on call" capacity and will have unrestricted use of said vehicle to ensure expedient fulfillment of public safety needs. Employee assumes all liability for operation of said vehicle in accordance with local and state traffic laws and ordinances, and Employee is solely responsible for the payment of any fines and fees upon conviction of a violation of any traffic law or traffic ordinance. Employee will have use of said vehicle for any and all out of County travel only as it relates directly to performance of duties of Police Chief. Employer will provide all vehicle registration and licensing costs, all vehicle insurance, all operational and maintenance costs, other than costs incurred due to negligence on the part of the Employee.

Section 7. General Expenses.

Employer recognizes that certain expenses of a non-personal and generally job affiliated nature are incurred by Employee and hereby agrees to reimburse Employee upon presentation of receipts in proper form.

Section 8. Health Care Benefits & Insurance.

Employee shall be entitled to receive all Health Care, Life Insurance, and Disability Insurance benefits offered to County employees as a group.

Section 9. Retirement.

Employee shall not be subject to the general policies of the Employer regarding retirement as the same exists or may hereafter be amended due to the unique nature of his

employment and profession. In lieu thereof, Employer shall pay to Employee's portable retirement plan ten percent (10%) of Employee's annual salary. However, payment by the Employer will be in accordance with the rules and regulations governing the payment of same promulgated by the Internal Revenue Services of the United States of America, and Employee shall be responsible for any and all income tax liability, both federal or state, in respect to same. Employee shall also be a participant in the Employer's Retirement Plan (Dougherty County Defined Benefit Retirement Plan) as other regular full-time employees from his first eligible date since employment.

Section 10. **Dues and Subscriptions.**

Employer agrees to budget and pay for the reasonable professional dues, subscriptions and memberships of Employee necessary for her continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for his continued professional participation, growth and advancement and for the good of Employer. Employer agrees to pay membership dues assessed employee by a local civic club or organization. Said expenses shall be subject to budget limitations and County travel policies.

Section 11. **Professional Development.**

A. Employer hereby agrees to budget and pay for the reasonable travel and subsistence expenses of Employee for professional and official travel, meetings and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official and other functions for Employer, including but not limited to the annual IACP and Georgia Chiefs Conferences, Southwest Georgia Sheriffs & Chiefs Intelligence Network, and such other national, regional, state and local government groups and committees thereof which

Employee serves as a member. Said expenses shall be subject to budget limitations and County travel policies.

B. Employer also agrees to budget and pay for the reasonable travel and subsistence expenses of Employee for short courses, institutes, and seminars that are necessary for his professional development and for the good of Employer. Said expenses shall be subject to budget limitations and County travel policies.

Section 12. **Bonding.**

Employer shall bear the full cost of any fidelity or other bonds required of Employee under any law or ordinance.

Section 13. **Indemnification.**

Employer shall defend Employee, either through liability insurance or participation in an interlocal risk management agency, against any tort, professional liability claim, demand, or other legal obligation, arising out of an alleged act or omission occurring in the performance of Employee's duties as Chief of Police. Employer or its insurer may litigate, compromise, and/or settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon, without the Employee's consent.

Section 14. **Other Terms and Conditions of Employment.**

A. Employer, in consultation with the Employee, shall fix any such other terms and conditions that are not inconsistent with or in conflict with the provisions of this Agreement, County Resolutions or any other law or policy.

B. All provisions of the County Code, and regulations and rules of Employer relating to vacation and sick leave, retirement and pension system contributions, holidays, and other

fringe benefits and working conditions as they now exist or hereafter may be amended, shall also apply to Employee as they would to other employees of Employer, in addition to said benefits enumerated specifically for the benefit of Employee as herein provided.

Section 15. **Notices.**

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

(1) Employer: Chairman
 Board of Commissioners of Dougherty County, Georgia
 Post Office Box 1827
 Albany, Georgia 31702

(2) Employee: Kenneth Johnson, Police Chief
 Dougherty County, Georgia
 1722 Whisperwood Street
 Albany, Georgia 31721

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 16. **Assignment.**

This Agreement shall be binding upon the Employer, Dougherty County, Georgia and any successor government into which the County may hereafter be merged, unified or consolidated. Performance by the Employee is not assignable.

Section 17. **General Provisions.**

A. The text herein shall constitute the entire Agreement between the parties.

B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.

C. If any provision, or portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, Employer has caused this Agreement to be signed and executed in its behalf by its Chairman and duly attested by its Clerk and Employee has signed and executed this Agreement, both in duplicate, the date and year first above written.

**Board of Commissioners of
Dougherty County, Georgia**

Christopher S. Cohilas, Chairman

Employee:

Kenneth Johnson

Attest:

Clerk
Dougherty County, Georgia

Approved as to form:

W. Spencer Lee, IV, County Attorney
Dougherty County, Georgia

State of Georgia
County of Dougherty

EMPLOYMENT AGREEMENT

THIS AGREEMENT made and entered into this 3rd day of January 2022, by and between the Board of Commissioners of Dougherty County, Georgia, hereinafter called "Employer," as party of the first part, and Michael A. McCoy hereinafter called "Employee," as party of the second part, both of whom understand and agree as follows:

WITNESSETH:

WHEREAS, Employer desires to employ the services of Michael A. McCoy as County Administrator of Dougherty County, Georgia; and

WHEREAS, it is the desire of the Employer, to provide certain benefits, establish certain conditions of employment, and to set working conditions of said Employee; and

WHEREAS, it is the desire of Employer to (1) secure and retain the services of Employee and to provide inducements for him to remain in such employment, (2) to make possible full work productivity by assuring Employee's morale and peace of mind with respect to future employment, and (3) to provide a just means for terminating Employee's services for cause or at such time when Employer may otherwise desire to terminate his employ; and

WHEREAS, Employee desires to accept employment as County Administrator of said County.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

A. Nothing in the Agreement shall prevent, limit or otherwise interfere with the right of Employer to terminate the services of Employee at any time, subject only to the provisions set forth in Section 2, Paragraphs "A" and "B" of this Agreement.

B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employee to resign at any time from his position with Employer, subject only to the provisions set forth in Section 2, Paragraph "D" of this Agreement.

C. Employee agrees to remain in the exclusive employ of Employer until January 6, 2021, and neither to accept other employment nor become self-employed until said termination date, unless said employment is terminated as hereinafter provided.

D. The term "employed" shall not be considered to include occasional teaching, speaking, writing or consulting activities performed during the Employee's time off so long as such activities do not conflict with employment.

SECTION 1. DUTIES.

A. Employer agrees to employ Michael A. McCoy as County Administrator of Dougherty County, Georgia to perform the functions and duties specified in the Code of Ordinances of Dougherty County Georgia and to perform other legally permissible and proper duties and functions without interference.

B. Employee is the chief executive officer of the Employer and shall faithfully perform the duties as prescribed in the job description as set forth in the Employer's Code of Ordinances and as may be lawfully assigned by the Employer and shall comply with all lawful governing body directives, state and federal law, Employer policies, rules and ordinances as they exist or may hereafter be amended.

C. Specifically, it shall be the duty of the Employee to employ on behalf of the Employer all other employees of the organization consistent with the policies of the governing body and the ordinances of the Employer.

D. It shall also be the duty of the Employee to direct, assign, reassign and evaluate all of the employees of the Employer consistent with policies, ordinances, state and federal law.

E. It shall also be the duty of the Employee to organize, reorganize and arrange the staff of the Employer and to develop and establish internal regulations, rules and procedures which the Employee deems necessary for the efficient and effective operation of the Employer consistent with the lawful directives, policies, ordinances, state and federal law.

F. It shall also be the duty of the Employee to accept all resignations of employees of the Employer consistent with the policies, ordinances, state and federal law, except the Employee's resignation which must be accepted by the governing body.

G. The Employee shall perform the duties of County Administrator of the Employer with reasonable care, diligence, skill and expertise.

H. All duties assigned to the Employee by the governing body shall be appropriate to and consistent with the professional role and responsibility of the Employee.

I. The Employee cannot be reassigned from the position of County Administrator to another position without the Employee's express written consent.

J. The Employee or designee shall attend, and shall be permitted to attend, all meetings of the governing body, both public and closed, with the exception of those closed meetings devoted to the subject of this Agreement, or any amendment thereto or the Employee's evaluation or otherwise consistent with state law.

K. The governing body, individually and collectively, shall refer in a timely manner all substantive criticisms, complaints and suggestions called to their attention to the Employee for study and/or appropriate action

SECTION 2. TERMINATION AND SEVERANCE PAY.

A. In the event Employee is terminated by Employer before expiration of the aforesaid term of employment for reasons other than "just cause", then in that event, Employer agrees to pay Employee a lump sum cash payment equal to six months aggregate salary, and six months for Employee's cost of COBRA insurance continuation. Further, Employee shall be compensated for all accrued sick leave, annual leave and all paid holidays. The employer agrees to make a contribution to the Employee's deferred compensation account on the value of this compensation calculated using the then current annual salary of Employee at the date of termination divided by two thousand and eighty (2080) hours. If the amount of the contribution under this Section exceeds the limit under the Code for a contribution to the Deferred Compensation plan, the remainder shall be paid to the Employee in a lump sum as taxable compensation. Employer must give Employee a minimum of thirty (30) days written notice of termination for other than "just

cause". During said thirty (30) day period, Employer shall continue to pay Employee full pay and benefits under this contract.

B. In the event Employer at any time during the term of this Agreement reduces the salary or other financial benefits of Employee for reasons other than "just cause" in a greater percentage than an applicable across-the-board reduction for all employees of Employer, then, in that event, Employee, may, at his option, deem himself to be: terminated" as of date of such reduction within the meaning and context of the foregoing Paragraph "A".

C. Employer may place Employee on Administrative Leave with full pay and benefits at any time during the term of this Agreement with or without "just cause", upon the vote of a majority of the Board of Commissioners. In the event Employee voluntarily resigns following a majority vote of the Board placing Employee on Administrative Leave, then in that event the Employee shall be deemed terminated under paragraph "A" above.

D. In any other event Employee voluntarily resigns his position with Employer before expiration of the aforesaid term of his employment, then Employee shall give Employer sixty (60) days written notice in advance, unless the parties otherwise agree. Employee's resignation shall not obligate Employer to provide any severance pay described in this section. However, Employer shall pay Employee for accrued salary, sick leave, annual leave and all paid holidays.

E. If a majority of the Board of Commissioners votes to terminate the employment of the County Administrator for stated "just cause", within thirty (30) days of the date of termination, Employee shall be afforded an opportunity to appear before the Board, in a regular or called meeting, and present any facts of evidence he wishes to be made a part of the official minutes. In the event of non-voluntary termination of employment prior to age 55 and 25 years of service County Administrator will receive an immediate special retirement benefit equal to his full accrued retirement benefit earned up to the date of termination and calculated with service to age 55 payable immediately without reduction for early retirement in the form of the basic monthly retirement benefit or other optional form of payment allowable under the Plan. The parties acknowledge and agree that this provision shall apply in the event the Employer decides to non-renew the contract of the employee.

SECTION 3. SALARY.

Employer agrees to pay Employee for all services rendered pursuant hereto an annual base salary of \$173.230, payable in bi-weekly installments at the same time as other employees of Employer are paid. In addition, Employer agrees to increase said base salary and/or other benefits of employee in such amounts and to such extent as Employer may determine that it is desirable to do so on the basis of an annual salary review of said Employee made at the same time as similar consideration is given to other employees generally.

SECTION 4. HOURS OF WORK.

A. For FLSA purpose, Employee is an "exempt" employee, who is expected to engage all those houses of work necessary to fulfill the obligations of his position of employment. Employee does not have pre-established hours as he is expected to be available at all times, except during periods of approved leave, vacations, holidays and when government offices are closed. Employee acknowledges his employment is primary to all other activities and ventures he may pursue or engage in for profit.

B. Employee shall not regularly spend more than ten hours per week in teaching, consulting, or other non-Employer related activities, without prior approval of Employer.

SECTION 5. ANNUAL LEAVE, SICK LEAVE, ETC.

Notwithstanding the provisions of this contract relative to termination of employment, the Employee shall be subject to and governed by, the general personnel policies for County employees regarding the accrual of vacation, sick leave, other forms of leave and holidays. Where any provision of such policies conflict with this Agreement it is the intention of the parties that the terms of this Agreement shall control.

SECTION 6. VEHICLE ALLOWANCE.

Employee's duties require that he have access at all times during his employment with Employer to a suitable vehicle. Employee shall provide, at his own expense, his own vehicle and maintain a current valid operator's license. Employer agrees to pay Employee an additional monthly salary in the amount of \$800.00 for this purpose. Employee is solely responsible for all costs and expenses for the purchase, repair, maintenance, operation, insurance (including uninsured motorist coverage), tax and registration or other expenses associated with such vehicle. Employee is solely liable for the payment of any fines or fees upon a conviction of a violation of any traffic law or traffic ordinance. Employee acknowledges that in the event of any injury or death arising from use of his personal vehicle he shall look solely to his insurance coverage, including death benefit or medical coverage, for recovery.

SECTION 7. GENERAL EXPENSES.

Employer recognizes that certain expenses of a non-personal and generally job affiliated nature are incurred by Employee and hereby agrees to reimburse Employee upon presentation of receipts in proper form.

SECTION 8. HEALTH CARE BENEFITS & INSURANCE.

A. The Employer agrees to provide and to pay the entire premiums for health, hospitalization, surgical, vision, dental and comprehensive medical insurance for the Employee and his/her dependents. The employee will select the applicable plan at open enrollment.

B. The Employer agrees to put into force and to make required premium payments for short term and long term disability coverage for the Employee.

C. The Employee may elect to submit once per calendar year to a complete physical examination, including a cardiovascular examination, by a qualified physician selected by the Employee, the cost of which shall be paid by the Employer.

D. The Employer shall pay the amount of premium due for term life insurance in the amount of three (3) times the Employee's annual base salary, including all increases in the base salary during the life of this agreement. The Employee shall name the beneficiary of the life insurance policy.

SECTION 9. RETIREMENT.

Employee shall not be subject to the general policies of the County regarding retirement as the same exists or may hereafter be amended due to the unique nature of his employment and profession. In lieu thereof, the Employer agrees to enroll the Employee into the applicable state or local retirement system and to make all contributions on the Employee's behalf.

In addition to the Employer's payment to the state or local retirement system (as applicable) referenced above, Employer agrees to execute and keep in force all necessary agreements provided by ICMA Retirement Corporation [ICMA-RC] or any other Section 457 deferred compensation plan for Employee's [continued] participation in said supplementary retirement plan. In addition to the base salary paid by the Employer to Employee, Employer agrees to pay maximum dollar amount permissible under Federal and state law into the designated plan on the Employee's behalf, in equal proportionate amount each pay period. The Employer and Employee shall fully disclose to each other the financial impact of any amendment to the terms of Employee's retirement benefit.

SECTION 10. DUES AND SUBSCRIPTIONS.

Employer agrees to budget and pay for the reasonable professional dues, subscriptions and memberships of Employee necessary for his continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for his continued professional participation, growth and advancement and for the good of Employer.

SECTION 11. PROFESSIONAL DEVELOPMENT.

A. Employer hereby agrees to budget and pay for the reasonable travel and subsistence expenses of Employee for professional and official travel, meetings and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official and other functions for Employer, including but not limited to the annual Conferences of the International City/County Management Association, Georgia City/County Managers Association, Association of County Commissioners of Georgia and such other national, regional, state and local government groups and committees thereof which Employee serves as a member. Said expenses shall be subject to budget limitations and County travel policies.

B. Employer also agrees to budget and pay for the reasonable travel and subsistence expenses of Employee for short courses, institutes and seminars that are necessary for his professional development and for the good of Employer. Said expenses shall be subject to budget limitations and County travel policies.

SECTION 12. BONDING.

Employer shall bear the full cost of any fidelity or other bonds required of Employee under any law or ordinance.

SECTION 13. INDEMNIFICATION.

Employer shall defend Employee, either through liability insurance or participation in an interlocal risk management agency, against any tort, professional liability claim, demand, or other legal obligation, arising out of an alleged act or omission occurring in the performance of Employee's duties as County Administrator, Employer or its insurer may litigate, compromise, and/or settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon, without the Employee's consent.

SECTION 14. OTHER TERMS AND CONDITIONS OF EMPLOYMENT.

A. Employer, in consultation with the Employee, shall fix any such other terms and conditions that are not inconsistent with or in conflict with the provisions of this Agreement, County Resolutions or any other law or policy.

B. All provisions of the County Code, and regulations and rules of Employer relating to vacation and sick leave, retirement and pension system contributions, holidays, and other fringe benefits and working conditions as they now exist or hereafter may be amended, shall also apply to Employee as they would to other employees of Employer, in addition to said benefits enumerated specifically for the benefit of Employee as herein provided.

SECTION 15. NOTICES.

Nothing pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

- (1) Employer: Chairman
Board of Commissioners of Dougherty County, Georgia
Post Office Box 1826
Albany, Georgia 31702
- (2) Employee: Michael A. McCoy, County Administrator
Dougherty County, Georgia
Post Office Box 1826
Albany, Georgia 31702

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

SECTION 16. ASSIGNMENT.

This Agreement shall be binding upon the Employer, Dougherty County, Georgia and any successor government into which the County may hereafter be merged, unified or consolidated. Performance by the Employee is not assignable.

SECTION 17. GENERAL PROVISIONS.

A. This agreement contains the entire agreement between the parties with respect to the subject matter of the agreement and supersedes all prior agreements and understandings, both oral and written, between the parties with respect to the subject matter of this agreement.

B. This agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.

C. If any clause or provision of this Agreement is or becomes of illegal, invalid, or unenforceable, because of present or future laws, or any regulation of any governmental body or entity, effective during its terms, or otherwise, this Agreement shall remain in full force and effect and the remaining parts of this Agreement shall not be affected thereby. The parties hereto

expressly acknowledge that this Agreement shall be governed by and construed in accordance with the law of the State of Georgia, without regard to the conflicts of law rules of such state. The parties hereto also expressly acknowledge that the parties to this Agreement waive application of any law, regulation, holding or rule of construction providing that ambiguities in the contract will be construed against the party drafting such contract.

D. Any provision of this agreement may be amended or waived, but only if such amendment or waiver is in writing and is signed, in the case of an amendment, by all parties to this agreement or in the case of a waiver, by the party against whom the waiver is to be effective.

IN WITNESS WHEREOF, Employer has caused this Agreement to be signed and executed in its behalf by its Chairman and duly attested by its Clerk and Employee has signed and executed this Agreement, both in duplicate, the date and year first above written.

Board of Commissioners of
Dougherty County, Georgia

Christopher S. Cohilas

Employee:

Michael A. McCoy