



SPECIAL CALLED MEETING

July 31, 2023

Immediately following the Joint Meeting

The Candy Room

125 Pine Ave, 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 optional 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 Lorenzo Heard.
2. Roll Call.
3. Minutes.
 - a. Consider for action the Minutes of the July 10th Work Session and July 10th Special Called Meeting. **ACTION:**
4. Additional Business.
 - a. Consider for action the Resolution authorizing the Intergovernmental Agreement with the City of Albany for the 2023 Byrne Justice Assistance Grant (JAG) Program in the amount of \$20,512.80. The Agreement stipulates that the County will receive 20% of the total award (\$102,564). **ACTION:**
 - b. Consider for action the Resolution providing for the acceptance and execution of the proposal by the Assistant County Administrator for public information and marketing services in the amount of \$51,000 with The Levee Studios (Albany, GA). The proposal is for six months. **ACTION:**
 - c. Consider for action the recommendation to accept the Resolution declaring a 2016 Ford Taurus Police Interceptor (from the Dougherty County Police Department) as surplus and authorize the sale through Underwriters Safety & Claims. **ACTION:**
 - d. Consider for action the Resolution providing for the acceptance and execution of the Agreement to provide architectural services to renovate the Dougherty County Judicial Building by the Assistant County Administrator in the amount of \$37,500 from SRJ Architects, Inc. (Albany, GA). The project scope is to create office space for the approved Judge and staff in the Dougherty County Judicial Circuit. **ACTION:**

- e. Consider for action the recommendation to approve the Alcohol Application from Lyte Entertainment Inc., Prashant Patel licensee, dba Cowboy Bills, at 4502 Sylvester Road for Consumption- Liquor, Beer, and Wine. The Albany-Dougherty Marshal's Office recommends approval. **ACTION:**
 - f. Consider for action the Resolution providing for the execution of a Special District Mass Transportation Sales and Use Tax Intergovernmental Contract between Dougherty County, Georgia and the City of Albany, Georgia for TSPLOST II. **ACTION:**
5. Consider for action the recommendation from the County Attorney to enter into Executive Session (in Room 160 of the Albany Dougherty Government Center) for the purpose of discussing pending and potential litigation and then to adjourn. **ACTION:**

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
WORK SESSION MEETING MINUTES

DRAFT

July 10, 2023

The Dougherty County Commission met in Room 100 of the Albany-Dougherty Government Center on July 10, 2023. Chairman Lorenzo Heard presided and called the meeting to order at 10:00 am. Present were Commissioners Victor Edwards, Gloria Gaines, Russell Gray, Clinton Johnson, Anthony Jones and Ed Newsome. Also present were Assistant County Administrator Barry Brooks, County Attorney Alex Shalishali, Deputy County Clerk Bristeria Clark 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.

After the roll call and the invocation, Chairman Heard asked the Commission to review the minutes of the June 5th Regular Meeting, June 12th Work Session, June 26th Regular Meeting and June 26th Special Called Meeting.

The Chairman recognized Montravis Luke to discuss gang intervention and violence reduction concerns. Mr. Luke shared his background with the Board and expressed his desire to educate the youth in the community on gang prevention. Commissioner Johnson's question regarding the funding availability in the violence prevention grants was addressed in more depth later in the meeting. Commissioner Jones thanked Mr. Luke for his diligence in reaching out to the youth. Chairman Heard shared that he would like to set up a forum with other leaders and the Commission to potentially partner to assist.

The Chairman called for a recommendation to accept the Contract for Services between Dougherty County and GMASS (Georgia Mass Appraisal Solutions and Services, Inc.) to provide a countywide revaluation in the amount of \$1,700,000. The payment will be made in three installments over three years. Funding is budgeted in the General Fund. William Ashberry, Chairman of the Board of Tax Assessors and Larry Thomas, Interim Chief Appraiser addressed. Tax Director Shonna Josey was present. Mr. Ashberry shared that the revaluation should be completed in 2026 and the last one was done in 2007. He added that some updates were made to the rural and urban land in 2014. There is no specific amount to be determined right now due to not knowing what the future holds. Mr. Thomas said that the company was the best and they meet all the criteria of the Department of Revenue. It was added that all parcels will be included in the revaluation. Commissioner Gaines asked that clarification be made to the agenda item to reflect the exact amount of \$1,482,000 and the budgeted amount of \$1,700,000.

The Chairman called for a recommendation to accept the proposed project list for T-SPLOST II. Assistant County Administrator Barry Brooks and Public Works Director Chuck Mathis addressed. Project Manager Jeremy Brown and Finance Director Martha Hendley were present. Mr. Mathis shared the list of categories for TSPLOST II and provided an overview of the projected list. Mr. Brooks said that he wanted to take a look at grant opportunities.

The Chairman called for a review of the T-SPLOST II timeline. County Attorney Alex Shalishali addressed. Attorney Shalishali said that the County is required to provide a 10-day notice to the Mayor and to call a joint meeting with the City of Albany. The deadline will be July 28, 2023 and we are required to have the joint meeting no later than August 7, 2023. He recommended that our Board meet and finalize the selected projects on July 24, 2023, or have a Special Called Meeting. It was noted that the City and County are required to adopt an Intergovernmental Agreement (IGA) for TSPLOST II. If an IGA is adopted, this allows the County to collect 1% for TSPLOST II but without an IGA adoption, the most the County could collect is 0.75%. In the resolution, the County has to call for the referendum which must be done 90 days before the election date which is November 7, 2023. If the referendum passes, the collection will begin in April 2024. The current split between the City and County is 67/33 and no indication of change was shared. Attorney Shalishli recommended the approval of the category list before meeting with the City of Albany.

The Chairman called for a recommendation from Disaster Recovery and Grants to accept the funding and retroactive application for a Community Violence Prevention Grant for Dougherty County Police in the amount of \$832,322.70. This is a 100% grant with no local match. Program Manager Harriet Hollis addressed. Assistant Chief of Police Tateshea Irving and Finance Director Martha Hendley were present. Ms. Hollis stated that there were three separate grants: an Equipment Grant, a Crime Suppression Unit Grant and a Community Organizer Grant. Her department will assist with monitoring and reporting and DCP will assist with instituting the various grants. Assistant Chief Irving mentioned that DCP plans to purchase flock cameras and surveillance cameras to help reduce crime. It was added that educating the youth and adults on crime suppression will be enforced. Commissioner Gaines asked that a description of the activities be provided.

The Chairman called for a recommendation to declare the listed vehicles as surplus and authorize the disposal of or sale of same via an online auction. Assistant County Administrator Barry Brooks addressed.

The Chairman called for a discussion of the board appointments. Deputy County Clerk Bristeria Clark Hope was present.

Albany-Dougherty County Land Bank - Two appointments for a two-year term ending July 31, 2025. Incumbents Thelma Adams-Johnson and Larry Thomas desire reappointment. There are two new applicants: Sam Farkas and Julian Marcus. The Assistant County Administrator recommended the reappointment of the incumbents.

Commissioner Edwards shared his concerns about language in the agenda item referencing “the recommendation from the staff” and added that the Board makes the decision. Even though the governing documents of the Land Bank calls for a recommendation, Commissioner Gray provided an alternative language option.

The Chairman called for a recommendation to accept the annual Cooperative Agreement with Turner Job Corps Center and Dougherty County outlining the assistance of the Dougherty

County Police Department in performing law enforcement duties. Chief Kenneth Johnson addressed. Action on this item was scheduled in the following Special Called Meeting.

Chief Johnson shared that the agreement was the same as the previous one and said that this will allow DCP to assist Turner Job Corps if needed.

Mr. Brooks shared that Melvin Williams has been selected to serve as the interim Solid Waste Director. He also gave kudos to the Public Works Department for receiving an award for specific projects. Commissioner Edwards asked Mr. Brooks to provide an update on the status on the park and morgue.

There being no further business to discuss the Commission the meeting adjourned at 11:26 a.m.

CHAIRMAN

ATTEST:

COUNTY CLERK

DOUGHERTY COUNTY COMMISSION
SPECIAL CALLED MEETING MINUTES

DRAFT

July 10, 2023

The Dougherty County Commission met for a Special Called Meeting in Room 100 of the Albany-Dougherty Government Center on July 10, 2023 immediately following the Work Session. Chairman Lorenzo Heard presided and called the meeting to order at 11:37 a.m. Present were Commissioners Victor Edwards, Gloria Gaines, Russell Gray, Clinton Johnson, Anthony Jones and Ed Newsome. Also present were Assistant County Administrator Barry Brooks, County Attorney Alex Shalishali, Deputy County Clerk Bristeria Clark 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.

The Chairman called for consideration of the resolution providing for acceptance of the annual Cooperative Agreement with Turner Job Corps Center and Dougherty County outlining the assistance of the Dougherty County Police Department in performing law enforcement duties.

Commissioner Jones moved for approval. Upon a second by Commissioner Johnson, the motion for approval passed unanimously. Resolution 23-029 is entitled:

A RESOLUTION
ENTITLED

A RESOLUTION FOR APPROVAL, ACCEPTANCE AND EXECUTION OF
THE ANNUAL COOPERATIVE AGREEMENT BETWEEN DOUGHERTY
COUNTY, GEORGIA AND TURNER JOB CORPS CENTER OUTLINING
THE ASSISTANCE OF THE DOUGHERTY COUNTY POLICE
DEPARTMENT IN PERFORMING LAW ENFORCEMENT DUTIES AT
TURNER JOB CORPS CENTER; REPEALING RESOLUTIONS OR PARTS
OF RESOLUTIONS IN CONFLICT HEREWITH;
AND FOR OTHER PURPOSES.

The Chairman called for consideration of the recommendation from the County Attorney to enter into Executive Session for the purpose of discussing potential litigation and personnel issues and then to adjourn.

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

There being no further discussion, the Board entered into Executive Session at 11:38 a.m.

CHAIRMAN

ATTEST:

COUNTY CLERK

**A RESOLUTION
ENTITLED
A RESOLUTION PROVIDING FOR THE ACCEPTANCE AND APPROVAL OF
INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF ALBANY AND
DOUGHERTY COUNTY RELATIVE TO A 2023 BYRNE JUSTICE ASSISTANCE
GRANT (JAG) PROGRAM AWARD; REPEALING RESOLUTIONS OR PARTS OF
RESOLUTIONS IN CONFLICT HEREWITH; AND FOR OTHER PURPOSES.**

WHEREAS, the Board of Commissioners of Dougherty County, Georgia has considered and is hereby desirous of approving and executing an Intergovernmental Agreement between the City of Albany and Dougherty County relative to a 2023 Byrne Justice Assistant Grant (JAG) Program Award;

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

SECTION I The attached Intergovernmental Agreement between the City of Albany and Dougherty County relative to the 2023 Byrne Justice Assistance Grant is hereby approved and the acting County Administrator is hereby authorized to execute the same as well as any other documents necessary to the full implementation of the Intergovernmental Agreement.

SECTION II All Resolutions or parts of Resolutions in conflict herewith are hereby repealed.

This the 31st day of July, 2023.

BOARD OF COMMISSIONERS OF
DOUGHERTY COUNTY, GEORGIA

By: _____
Lorenzo L. Heard, Chairman

ATTEST:

County Clerk

THE STATE OF GEORGIA
DOUGHERTY COUNTY

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF ALBANY, GEORGIA
AND DOUGHERTY COUNTY, GEORGIA**

2023 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

KNOW ALL BY THESE PRESENTS:

This Agreement is made and entered into this ____ day of _____, 2023, by and between the COUNTY OF DOUGHERTY, GEORGIA, acting by and through its governing body, the Dougherty County Commission (hereinafter referred to as COUNTY), and the CITY OF ALBANY, GEORGIA, acting by and through its governing body, the City Commission (hereinafter referred to as CITY),

Witnesseth:

WHEREAS, this Agreement is made under the authority of Article IX, Section III, Paragraph I(a) of the Constitution of the State of Georgia; and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the service or functions under this agreement; and

WHEREAS, by mutual agreement, the COUNTY as the required disparate jurisdiction receives 20% of the JAG award each year; and

WHEREAS, the COUNTY’S appropriation is \$20,512.80 for the JAG award for the JAG Program; and

WHEREAS, the CITY and COUNTY believe it to be in their best interest to reallocate the JAG funds as stated herein.

NOW, THEREFORE, the COUNTY and CITY agree as follows:

Section 1.

CITY and COUNTY agree that the COUNTY should receive a total of \$20,512.80 with the balance of JAG funds in the amount of \$82,051.20 to go to the CITY.

Section 2.

COUNTY understands that this grant program ends on September 30, 2026, and all funds must have been disbursed by said date; that in order to enable CITY to comply with the program's reporting requirements, COUNTY agrees to provide CITY with copies of purchase orders, invoices and receiving reports within 30 days of each such event. COUNTY also agrees to submit a request for approval to change the spending plan to the CITY grant administrator as they occur prior to spending.

Section 3.

COUNTY agrees to use \$20,512.80 for the JAG Program until September 30, 2026.

Section 4.

All of the privileges and immunities from liability that exist in favor of the COUNTY or CITY are not affected by this Agreement.

Section 5.

Each party to this Agreement will be responsible for its own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 6.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 7.

COUNTY and CITY agree as follows:

Pre-Requirements. The COUNTY shall adopt a policy on grant management. The policy shall include provisions for pre-award, award monitoring, post-award, and closeout. CITY has such a policy in place dated 11/2021.

Monitoring Requirements.

- COUNTY and CITY must comply with Department of Justice part 200 of uniform requirements. The part 200 uniform requirements are the requirements set out at 2 C.F.R. Part 200.
- The COUNTY must provide grant progress reports and financial reports to the CITY.
- The COUNTY shall be accountable to the CITY for how it uses federal funds under the sub-award.
- COUNTY shall follow all applicable federal rules referencing financial management, internal controls, indirect cost, records retention, and access.
- COUNTY shall collect and provide performance data quarterly to CITY.

- COUNTY agrees to comply with all site visits and desk review requests as it pertains to the sub-award.
- COUNTY agrees to provide CITY and auditors access to COUNTY’S records and financial statements as necessary.

Post Award:

- The COUNTY shall review and comply with all sub-award provisions and/or special conditions.
- The COUNTY shall submit all required sub-award documents with certified executive officers’ signatures and return them to the CITY prior to any spending.

Closeout Requirements:

- COUNTY agrees to submit to CITY, no later than thirty (30) calendar days after the end date of the grant, all performance, financial and other reports as required by the terms and conditions of the federal award.
- The Federal awarding agency or pass-through entity must make prompt payments to the non-Federal entity for allowable reimbursable costs under the Federal award being closed out.
- The non-Federal entity must account for any real and personal property acquired with Federal funds or received from the Federal Government in accordance with §§ 200.310 Insurance coverage through 200.316 Property trust relationship and 200.329 Reporting on real property.

Section 8.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party, not a signatory hereto.

CITY OF ALBANY, GEORGIA

DOUGHERTY COUNTY, GEORGIA

City Manager

County Administrator

Attest:

Attest:

City Clerk

County Clerk

Approved as to Form:

Approved as to Form:

C. Nathan Davis, City Attorney

Alex Shalishali County Attorney

**A RESOLUTION
ENTITLED
A RESOLUTION PROVIDING FOR THE APPROVAL AND EXECUTION OF
PROPOSAL FOR PUBLIC INFORMATION AND MARKETING SERVICES WITH
LEVEE STUDIOS; REPEALING RESOLUTIONS OR PARTS OF RESOLUTIONS IN
CONFLICT HEREWITH; AND FOR OTHER PURPOSES.**

WHEREAS, the Board of Commissioners of Dougherty County, Georgia has considered and is hereby desirous of approving and executing a proposal for public information and marketing services with Levee Studios of Albany, Georgia in the amount of \$51,000;

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

SECTION I The attached proposal for public information and marketing services with Levee Studios of Albany, Georgia is hereby approved and the Chairman of the Board of Commissioners of Dougherty County, Georgia and acting County Administrator are hereby authorized to execute the same as well as any other documents necessary to the full implementation of the proposal.

SECTION II All Resolutions or parts of Resolutions in conflict herewith are hereby repealed.

This the 31st day of July, 2023.

BOARD OF COMMISSIONERS OF
DOUGHERTY COUNTY, GEORGIA

By: _____
Lorenzo L. Heard, Chairman

ATTEST:

County Clerk

Delivering On Your Digital Objectives

Project Proposal:

**Managed
Communications and
Marketing Services**

Client:

Dougherty County

Delivered on:

07/03/2023

Submitted by:

Tracy Goode

Overview

MR BROOKS,

We appreciate the opportunity to provide this proposed scope of work agreement to serve as your contracted agency of record for public communications, marketing and media management. Our team has a strong and proven track record of providing comprehensive and effective solutions to organizations in the public and private sectors.

With the ever-increasing importance of effective communication and public outreach, we understand the significance of maintaining a positive and engaging image for Dougherty County. Our team of experienced professionals excels in providing strategic communications support, social media management, video production, and photography services, tailored specifically to meet the unique needs and objectives of our clients.

At The Levee Studios, we recognize the challenges and importance of effectively disseminating accurate information and engaging with the community in an increasingly digital and fast-paced world. Our goal is to assist Dougherty County's Administration office in enhancing its communication efforts by leveraging our expertise in creating compelling content, managing social media platforms, and delivering visually captivating multimedia and print materials. The agreement below includes the blended rates for our team, with the allotted number of hours for the six month engagement.

Sincerely,

Tracy Goode

THE LEVEE STUDIOS

Scope of Services

Public Information Services

The Levee will place a contracted Public Information Officer to fulfill the duties as assigned by the County Administrator. Duties and responsibilities will include:

600 - 720 hours

- Serve as a county Public Information Officer - create media engagement plans, writing media releases and alerts, respond to media requests, provide media relations support and work with media promote timely and accurate information/coverage, coordinate distribution of information to county owned and operated media assets.
- Coordinate and Manage County Website - work with Dougherty County and contracted vendors such as the City of Albany's TAC / IT Department and other web vendors as contracted by the county.
- Coordinate Marketing/Outreach Efforts - Strategic oversight of the county's brand, image, marketing and communications plan as directed by the county administrator.

Social Media Platform Management

We manage and oversee Dougherty County's interactions with the public through implementing content strategies on your social media platforms. We will analyze engagement data, identify trends in customer interactions and plan digital campaigns to build the social media following for your organization.

240 hours

- Platform Management - The Levee will manage social networks and organic social media strategy to enhance the connection that Dougherty County has with prospects or customers. Services include review monitoring, feedback management, and placement execution.
 - 2 Posts per week and additional "stories"
 - Emergency posts and informational bulletins as necessary
- Strategic Fulfillment - All of our efforts in social media will be geared towards carrying out the identified marketing strategies for the county, as it pertains to social media, to ensure the posts are always on-brand, on-message and on-time.
- Research Social Media Trends - Our research team will watch the trends to make sure your social media presence is always on the cutting edge and setting the trends, not just following the pack.

Scope of Services

Creative Design for Print Collateral

At the direction of the PIO, the Levee's staff of designers will create print and digital visuals that promote exactly what Dougherty County's constituents and audience need to see through stunning visual content.
50 hours

- Examples include Brochures, Business Cards, Magazine Layout, Print Advertisements, Apparel etc:

Video Production

The Levee will work with your team to identify the target subject matter for each special production, commercial, community education or testimonial video - telling your story, and creating interest in the county's brand and messaging.

20 hours

- Video Productions as deemed necessary to meet the needs of the PIO's strategy for marketing and public relations efforts
 - Examples Press Support Video, Commercials, Testimonials, Social Media Content etc.

Photography

In today's market, your corporate brand is your most valuable asset, and nothing supports your visual brand more effectively than high-quality professional photography. When you need photos for your business, look no further. We do it all: headshots, workplace images, conferences, promotional events, and more.

20 hours

- Photography sessions and editing as deemed necessary to meet the needs of the PIO's strategy for marketing and public relations efforts
 - Examples Press Support Photography, Social Media Content, Advertisements, Headshots etc.

Your Investment

Description	Price	Months	Subtotal
Managed Marketing Services Package <ul style="list-style-type: none">• <i>Public Information Services</i>• <i>Social Media Management</i>• <i>Creative Design for Print</i>• <i>Video</i>• <i>Photography</i>	\$8,500	6	\$51,000
Total			\$51,000

Invoiced monthly

Our Team

Item 4b.



Blake Cook

CO-OWNER / DIRECTOR

Blake, a former accountant, left the numbers world to pursue his passion for writing, directing and producing and started The Levee in 2008. Blake stays engaged in day-to-day operations to continue to grow The Levee Studios as a full-service advertising agency and production house.



Tracy Goode

CO-OWNER / PRODUCER

Tracy partnered with Blake in 2011 to continue building The Levee into an advertising, production & business solutions agency. Having worked in television, the motion picture industry and higher education, Tracy brings his background for filmmaking as an actor, director and producer to every Levee project and client.



Phyllis Banks

DIRECTOR FOR GOVERNMENT AFFAIRS & COMMUNICATIONS

Phyllis brings her more than 20 years of public information & crisis communication to the Levee Studios. With first hand knowledge of this area, and the unique positioning south Georgia municipal government, there is no better fit for our clients in the public sector!



Jason Carver

GENERAL MANAGER

As the soul of the operation, Jason will be your "point of contact" and best-friend during the completion of your Levee project! Jason is the "go to guy" for the Levee and our family of happy clients.

Team



Jared Humphries

Item 4b.

DIRECTOR OF MARKETING AND CREATIVE SERVICES

Pound for pound, one of the most talented individuals that you can ever meet, Jared is a designer, manager, writer, musician - any thing you could ever need type of guy. He handles creative vision for hundreds of Levee projects each month - his mind on your project equals good things.



AJ Brown

DIRECTOR OF DEVELOPMENT

AJ joined the team in 2019 as Director of Business Development. His experience and charisma make him a perfect fit to introduce the world to all of the amazing stuff the Levee has to offer!



Gill Moura

DESIGNER / SOCIAL MEDIA

Gill joined The Levee Team in 2020 and hit the ground running. He is by far one of the most talented designers on the planet and has a knack for bringing things to life through creative design. You'll be glad he's in your corner



Jordan Whitfield

DP / SENIOR EDITOR

Jordan has been with the Levee for more than 3 years now and is one of the most gifted filmmakers on the planet. His composition, internal clock for editorial rhythm and dedication to perfection will make your project the best it can be.

Team

Item 4b.



Andrew Bellacomo

WRITER / DIRECTOR

Andrew is our resident writer and director. He has worked on projects all over the country. A true renaissance man, Andrew pours passion into his writing, directing and overall feel for every project! Andrew just completed his 5th year with us and we are excited to see what he will come up with next.



Ben McLeod

DP / SENIOR EDITOR

Ben has been a part of the Levee team serving as director of photography, editor and occasionally as a designer. Based out of Atlanta, Ben also works on feature films for major studios - and brings his knowledge of lighting, lenses and camera movement to your Levee-produced creations!



Bradley Alberson

DIRECTOR OF PHOTOGRAPHY / EDITOR

Bradley comes to us from many different backgrounds. His critical thinking and expectation of excellence are sure to ensure your businesses mission and vision values are reached at the highest level of quality possible.



Brielle Cruel

SOCIAL MEDIA MANAGER

Brielle began her career as an intern here at The Levee. Her proficient skills in social-media analytics quickly earned her a promotion to social media manager. With her extensive research, she is able to turn Levee's social platforms into a pillar of success for the company.

Next Steps

1. Please read the deliverables on the previous pages to make sure you understand all the details involved with us working together. It's really important to us that everything is transparent and understood from the beginning so that we lay a solid foundation for a great working relationship.
2. If you have any questions at all, please let us know. We're committed to finding the best way to work together.
3. Once you feel confident about everything and are ready to move forward, please sign and return.
4. We'll schedule an on-boarding and discovery meeting with you to kick off our engagement.
5. If you'd like to speak to us by phone, don't hesitate to call 229-886-7964
6. Except as otherwise specifically provided herein, The Levee Studios will supply standard services and materials required for the production named herein, including but not limited to, the following: video production, website production, technical and directional personnel, sound recordings, and all editorial services necessary to complete and deliver. This agreement is set to auto-renew at the end of the 6 month agreement.
7. This agreement shall be for an initial period of 6 months. Either party will have the right to terminate this agreement at any time with a 30-day written notice.
8. Our goal is to make the best product and service possible for Dougherty County. The best way to do that is for us to be "invited to the table" as trusted partners to make the right decisions for public communication & marketing, and as an extension of "you". For the best communication flow, we ask that we only take our orders from one person from within your organization, the County Administrator. Our Director of Government Affairs & Communications, Phyllis Banks will be your primary contact.
9. This proposal is valid for 30 days upon delivery.
10. This is a six month contract, payable monthly. Contract may be cancelled by either side with thirty days notice, and provided that currently running project costs are covered.

Next Steps Cont. / Signature

Ownership

In the event that the work and material which is the subject of this agreement is copyrightable subject matter, it will become the property of Dougherty County as contracted with The Levee Studios.

Media Buys & Printing

All media buys and printing costs are not included in this agreement and will be added to the monthly invoice in addition to the proposed agency fees, or directly billed from the vendor. Media buys and collateral content will not exceed an agreed upon monthly budget.

 SIGNATURE
Barry Brooks

Tracy Goode
The Levee Studios

Barry Brooks
Dougherty County

**A RESOLUTION
ENTITLED**

A RESOLUTION TO DECLARE AS SURPLUS A SALVAGED 2016 FORD TAURUS POLICE INTERCEPTOR (VIN NO. 1FAHP2MTXGG125482) AND HAVE SAID SURPLUSSED SALVAGED VEHICLE DISPOSED OF THROUGH UNDERWRITERS SAFETY AND CLAIMS, DOUGHERTY COUNTY'S THIRD PARTY ADMINISTRATOR; REPEALING RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT HEREWITH; AND FOR OTHER PURPOSES.

WHEREAS, Dougherty County, Georgia is desirous of declaring as surplus a 2016 Ford Taurus Police Interceptor (VIN NO. 1FAHP2MTXGG125482) and having said vehicle disposed of a surplused salvaged vehicle through Underwriters Safety and Claims, Dougherty County's Third Party Administrator.

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

SECTION I Dougherty County's salvaged 2016 Ford Taurus Police Interceptor (VIN NO. 1FAHP2MTXGG125482) is hereby declared as surplus property and the Assistant County Administrator is hereby authorized to both dispose of said vehicle through Underwriters Safety and Claims, Dougherty County's Third Party Administrator, and to execute Form T-19 permitting U S & C through their salvaged contractor, Insurance Auto Auction, to dispose of said surplus property.

SECTION II All Resolutions or parts of Resolutions in conflict herewith are hereby repealed.

This the 31st day of July, 2023.

BOARD OF COMMISSIONERS OF
DOUGHERTY COUNTY, GEORGIA

BY: _____
Lorenzo L. Heard, Chairman

ATTEST:

County Clerk

DCP		
Description	Unit Number	Condition
2016 Ford Taurus	611630	Poor

**A RESOLUTION
ENTITLED
A RESOLUTION PROVIDING FOR THE ACCEPTANCE, APPROVAL AND
EXECUTION OF AGREEMENT TO PROVIDE ARCHITECTURAL SERVICES TO
RENOVATE THE DOUGHERTY COUNTY JUDICIAL BUILDING WITH SRJ
ARCHITECTS, INC.; REPEALING RESOLUTIONS OR PARTS OF RESOLUTIONS IN
CONFLICT HEREWITH; AND FOR OTHER PURPOSES.**

WHEREAS, the Board of Commissioners of Dougherty County, Georgia has considered and is hereby desirous of approving and executing an agreement to provide architectural services to renovate the Dougherty County Judicial Building with SRJ Architects, Inc., of Albany, Georgia in the amount of \$37,500.

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

SECTION I The attached agreement to provide architectural services to renovate the Dougherty County Judicial Building with SRJ Architects, Inc., is hereby approved and the Chairman of the Board of Commissioners of Dougherty County, Georgia and acting County Administrator are hereby authorized to execute the same as well as any other documents necessary to the full implementation of the agreement.

SECTION II All Resolutions or parts of Resolutions in conflict herewith are hereby repealed.

This the 31st day of July, 2023.

BOARD OF COMMISSIONERS OF
DOUGHERTY COUNTY, GEORGIA

By: _____
Lorenzo L. Heard, Chairman

ATTEST:

County Clerk

AIA® Document B105® – 2017

Standard Short Form of Agreement Between Owner and Architect

AGREEMENT made as of the 24th day of July in the year 2023
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Dougherty County Board of Commissioners
P.O. Box 1827
Albany, Georgia 31702-5301
Telephone Number: 229-431-2193

and the Architect:
(Name, legal status, address and other information)

SRJ Architects Inc.
P.O. Box 70489
Albany, Georgia 31708
Telephone Number: 229-436-9877

for the following Project:
(Name, location and detailed description)

Renovations at Dougherty County Judicial Center, Albany, Georgia - 2319

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

The Architect shall provide architectural services for the Project as described in this Agreement. The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall assist the Owner in determining consulting services required for the Project. The Architect's services include the following consulting services, if any:

Mechanical and Electrical Engineering. See Exhibit A

During the Design Phase, the Architect shall review the Owner's scope of work, budget and schedule and reach an understanding with the Owner of the Project requirements. Based on the approved Project requirements, the Architect shall develop a design, which shall be set forth in drawings and other documents appropriate for the Project. Upon the Owner's approval of the design, the Architect shall prepare Construction Documents indicating requirements for construction of the Project and shall coordinate its services with any consulting services the Owner provides. The Architect shall assist the Owner in filing documents required for the approval of governmental authorities, in obtaining bids or proposals, and in awarding contracts for construction.

During the Construction Phase, the Architect shall act as the Owner's representative and provide administration of the Contract between the Owner and Contractor. The extent of the Architect's authority and responsibility during construction is described in AIA Document A105™-2017, Standard Short Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A105-2017, those modifications shall not affect the Architect's services under this Agreement, unless the Owner and Architect amend this Agreement.

ARTICLE 2 OWNER'S RESPONSIBILITIES

The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the Project, and shall establish a budget that includes reasonable contingencies and meets the Project requirements. The Owner shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project. The Architect shall be entitled to rely on the accuracy and completeness of the Owner's information. The Owner shall furnish consulting services not provided by the Architect, but required for the Project, such as surveying, which shall include property boundaries, topography, utilities, and wetlands information; geotechnical engineering; and environmental testing services. The Owner shall employ a Contractor, experienced in the type of Project to be constructed, to perform the construction Work and to provide price information.

ARTICLE 3 USE OF DOCUMENTS

Drawings, specifications and other documents prepared by the Architect are the Architect's Instruments of Service, and are for the Owner's use solely with respect to constructing the Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. When transmitting copyright-protected information for use on the Project, the transmitting party represents that it is either the copyright owner of the information, or has permission from the copyright owner to transmit the information for its use on the Project.

ARTICLE 4 TERMINATION, SUSPENSION OR ABANDONMENT

In the event of termination, suspension or abandonment of the Project by the Owner, the Architect shall be compensated for services performed. The Owner's failure to make payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for the Architect to suspend or terminate services. Either the Architect or the Owner may terminate this Agreement after giving no less than seven days' written notice if the Project is suspended for more than 90 days, or if the other party substantially fails to perform in accordance with the terms of this Agreement. Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

ARTICLE 5 MISCELLANEOUS PROVISIONS

This Agreement shall be governed by the law of the place where the Project is located. Terms in this Agreement shall have the same meaning as those in AIA Document A105-2017, Standard Short Form of Agreement Between Owner and Contractor. Neither party to this Agreement shall assign the contract as a whole without written consent of the other.

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or the Architect.

The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

ARTICLE 6 PAYMENTS AND COMPENSATION TO THE ARCHITECT

The Architect's Compensation shall be:

Compensation shall be stipulated sum of Thirty-Seven Thousand, Five Hundred & 00/100 Dollars (\$37,500.00).

- Schematic Design \$11,250.00
- Construction Documents \$17,625.00
- Bidding \$1,125.00
- Construction Administration \$7,500.00

Total \$37,500.00

The Owner shall pay the Architect an initial payment of zero (\$ 0.00) as a minimum payment under this Agreement. The initial payment shall be credited to the final invoice.

The Owner shall reimburse the Architect for expenses incurred, not indicated as "Include in Basic Services" on Exhibit C, in the interest of the Project, plus twenty percent (20 %).

Payments are due and payable upon receipt of the Architect's monthly invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest from the date payment is due at the rate of one and one half percent (1.5 %) monthly , or in the absence thereof, at the legal rate prevailing at the principal place of business of the Architect.

At the request of the Owner, the Architect shall provide additional services not included in Article 1 for additional compensation. Such additional services may include, but not be limited to, providing or coordinating services of consultants not identified in Article 1; revisions due to changes in the Project scope, quality or budget, or due to Owner-requested changes in the approved design; evaluating changes in the Work and Contractors' requests for substitutions of materials or systems; providing services necessitated by the Contractor's failure to perform; design of Alternates; and the extension of the Architect's Article 1 services beyond twelve (12) months of the date of this Agreement through no fault of the Architect.

ARTICLE 7 OTHER PROVISIONS

(Insert descriptions of other services and modifications to the terms of this Agreement.)

This Agreement is comprised of the following documents:

- .1 AIA Document B105-2017
- .2 Exhibit A - Initial Information
- .3 Exhibit B - Additional Services
- .4 Exhibit C - Definitions and Miscellaneous Provisions
- .5 Exhibit D - SRJ Architects' Hourly Rates

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

Barry Brooks, Interim County Administrator
(Printed name and title)

ARCHITECT (Signature)

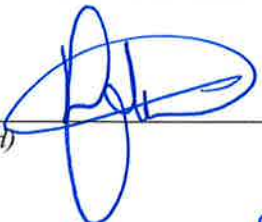
Michael A. Johnson, President & CEO
(Printed name, title, and license number, if required)

Init.

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Michael A. Johnson, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 11:40:11 ET on 07/25/2023 under Order No. 4104239935 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B105™ - 2017, Standard Short Form of Agreement Between Owner and Architect, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed) 

(Title) President & CEO

(Dated) 07/25/2023

Exhibit A
Initial Information

Renovations at Dougherty County Judicial Center,
Albany, Georgia – 2319

a. Project Definition - Provide design services for work at the Dougherty County Judicial Center, including:

- Demolish and modify the interior of the existing Municipal Courtroom (Space 208-2) for a new Judge’s bench, witness stand, jury box, and reconfiguration including reinstallation of the existing seating. Modify the adjacent offices (to the North of Space 208-2) to provide an entrance Corridor for the Judge and Jury.
- Modify Spaces 211-4 & 6, 211-1 & 2, and the existing adjacent Restrooms, to create 2 Jury Rooms with directly-connecting HC-accessible Restrooms (M&W).

b. Project Constraints:

Owner’s budget for the “Cost of the Work” (Article 6): Unknown at this time

c. Project Basis for the design:

Equipment/Technology requirements: The Architect will coordinate with the Owner’s Technology Consultant.

Alternates considered: Owner may direct Architect to include alternates. Design of Alternates is not included in the base fee. Fees for any Alternates or additional scope shall be agreed upon by Owner and Architect, prior to commencement of the work.

d. Project execution approach:

Procurement method: Design-Bid-Build (bidding process per Georgia State law).

Owner’s Contractors and Consultants: Technology/Low Voltage/Security.

Architect’s Consultants: Mechanical, Plumbing, and Electrical Engineers

e. Project monitoring and control procedures:

Quality testing: Required material testing and “Special Inspections”: N/A

Construction Schedule: Provided by Contractor as required by the Construction Documents.

Owner’s representatives: Heidi Hailey, Director, Dougherty County Facilities Management

Architect’s representatives: Michael Johnson, Lead Architect,
Caroline Daniel, Interior Designer,
Robert Campbell, Construction Specialist.

Exhibit B
Supplemental Services

Renovations at Dougherty County Judicial Center,
Albany, Georgia – 2319

Service Description

Compensation

Coordination with Owner's

Technology/Security Consultants:

Telecommunications and data conduit and outlet boxes placement will be coordinated with Owner's design consultant and included in the Construction Documents.

Included in
Basic Services

Other Owner's Consultants:

If requested, the Architect shall assist the Owner in obtaining quotes and information from other consultants required for construction, for information provided to the Architect for design (surveys, geo-technical information, special inspections, etc.)

In accordance with
Article 6 and
hourly rates (Exhibit D)

Alternates:

If the Owner directs the Architect to design Alternates for bidding and construction, the Owner agrees to compensate the Architect for services performed.

In accordance with
Article 6

If the Owner requests services beyond the Scope of Services described, the Architect shall provide such services as an Additional Service, and shall be compensated by the Owner, as agreed upon by the Owner and Architect.

Exhibit C
Definitions and Miscellaneous Provisions

Renovations at Dougherty County Judicial Center,
Albany, Georgia – 2319

Definitions, for the purpose of this Agreement:

Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include Contractors' general conditions' costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner, and installed by the Contractor. The Cost of the Work does not include the compensation of the Architect; the costs of any land purchase, right-of-ways, financing, or unused contingencies; or other costs that are the responsibility of the Owner.

Compensation: When compensation is on a percentage basis, the percentage is multiplied to the Owner's initial budget, and then adjusted to the Contractor's actual Cost of Work multiplied to the percentage. If any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. NOT APPLICABLE.

Where compensation is on a stipulated sum, or a percentage basis, the compensation shall be divided into the following phases:

The Architects Compensation shall be divided into the following phases:

Schematic Design Phase	30%
Construction Document Phase	47 %
Bidding	3%
<u>Construction Administration</u>	<u>20%</u>
	100% Total.

Reimbursables: Reimbursable Expenses are in addition to compensation for Basic Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- Mileage according to current IRS Rates;
- Postage, handling and delivery;
- Printing, reproductions, plots, and standard form documents;
- Permitting and other fees required by authorities having jurisdiction over the Project;
- Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;

Exhibit D
 SRJ Architects Inc.
 2023 Hourly Billing Rates

Renovations at Dougherty County Judicial Center,
 Albany, Georgia – 2319

<u>Individual</u>	<u>Responsibility</u>	<u>Billing Rate</u>
Michael A. Johnson	President & CEO	180
David L. Guerra	Vice President & Treasurer	170
Sonya D. Spalinger	Vice President & Secretary	170
Lee Martin	Director & Project Architect	150
Matt McKim	Intern Architect	140
Rodney B. Varnadoe	Director & Project Manager	130
Doyle Knighten	Project Manager	110
Robert Campbell	Construction Specialist	100
Alan Kimbro	Marketing Director	90
Julie Childers	Marketing Coordinator & Financial Consultant	90
Paul Parker	Senior Para-Professional	90
Caroline Ward	Interior Designer	85
Chase Nantze	Para-Professional/Revit Manager	70
Jeanetta Miles	CADD Operator	60
Grace Anne Wilkes	Revit Operator	55
Chamaia Lindsey	CADD Operator	50
Johnathan Ham	CADD Operator	50
Grant Johnson	CADD Operator	50
Shannon Saliba	Office Manager	50



Item 4e.

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

ALCOHOL LICENSE APPLICATION

Date of Application: June 13, 2023

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 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 checked="" type="checkbox"/> CONSUMPTION-Liquor, Beer and Wine \$2,500 |

CORPORATION NAME: Lyte Entertainment Inc.			
TRADE NAME OF BUSINESS: Cowboy Bills			
BUSINESS ADDRESS: 4502 Sylvester Rd.		BUSINESS PHONE: (714) 757-5153	
CITY: Albany	STATE: Georgia	ZIP CODE: 31705	COUNTY IN WHICH BUSINESS IS LOCATED: Dougherty

MAILING ADDRESS IF DIFFERENT FROM BUSINESS ADDRESS

MAILING ADDRESS: 422 Hickory Grove Rd.		
CITY: Leesburg	STATE: Georgia	ZIP CODE NUMBER: 31763
THIS APPLICATION IS FILED BY:		
<input type="checkbox"/> SINGLE PROPRIETOR <input type="checkbox"/> PARTNERSHIP <input checked="" type="checkbox"/> CORPORATION (Documents Required) <input type="checkbox"/> PRIVATE CLUB (Documents Required)		

GENERAL INFORMATION LICENSEE

1. FULL NAME OF LICENSEE: Prashant Patel			
ADDRESS OF LEGAL RESIDENCE: 2415 Dawson Rd. Apt. B5			
CITY: Albany	STATE: Georgia	ZIP CODE: 31707	COUNTY OF RESIDENCE: Dougherty
MOBILE PHONE: (714) 757-5135		EMAIL: tax.shawn@gmail	AGE: 41
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:
422 Hickory Grove Rd. Leesburg, Ga 31763

Item 4e.

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	Prashant Patel	2415 Dawson Rd. Apt. B5 Albany, Ga. 31707	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 12 # of Months Purchased/Owner

Wild-Nic Properties P.O Box 8926 Atlanta, Ga 31106 (229) 809-0231

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

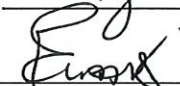
10. I, Prashant Patel (The Applicant), being duly sworn according to law, do swear or affirm that the facts stated in the above application are true and correct. Further that any false information that I have provided and should have known to be false may lead this application to be denied or revoked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


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

SIGNATURE OF APPLICANT(S):

1. 
2. _____

Sworn to and subscribed before me this 25th day of July, 2023.





OFFICE USE ONLY

PROXIMITIES (LEAVE BLANK IF A TRANSFER OF OWNERSHIP):

A. Nearest School: 37,000 + Feet From: Turner Elementary, 2001 Leary Rd, Albany, GA 31705
(Must be greater than 300 ft. for beer and wine, 600 ft. for distilled spirits)

B. Nearest Church: 1900 + Feet From: First Baptist Church of Acree, 4405 Sylvester Rd, Albany, GA 31705
(Must be greater than 300 ft.)

C. Other Distances:

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

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

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

If Yes, License Number: DB13-000019 Last Year Licensed: 2021

Business Name: Cowboy Bills

Licensee: Palak Pithawala

Lic. No. _____

Fee _____

ABC Date _____

Accepted by: _____

ADDITIONAL INFORMATION

WORK SESSION DATE: August 21, 2023

REGULAR MEETING DATE: August 28, 2023

ZONING: C-3 DISTRICT: 6

Applicant(s) meet criteria: Yes No

Location meets criteria: Yes No

[Signature] Date: 7-21-23

Recommendation: Approved Disapproved

[Signature] Date: 7-21-23

County Clerk/Designee _____ Date _____

Remarks: _____ Approved Disapproved

COPY OF ADVERTISEMENT

NOTICE OF APPLICATION FOR CONSUMPTION OF LIQUOR, BEER & WINE LICENSE

I, Prashant Patel, trading as Cowboy Bills at 4502 Sylvester Rd., Albany, GA 31705, give notice that I have applied for an Alcohol License to be considered by the Dougherty County Commission at 10:00 am on July 17, 2023, at 222 Pine Avenue, Room 100, Albany, GA 31701.

Albany Herald Run Dates: June 19, 26, July 3, 10, 2023.

COMMENTS:

**A RESOLUTION
ENTITLED
A RESOLUTION PROVIDING FOR THE APPROVAL AND EXECUTION OF A
SPECIAL DISTRICT MASS TRANSPORTATION SALES AND USE TAX
INTERGOVERNMENTAL AGREEMENT BETWEEN DOUGHERTY COUNTY,
GEORGIA AND THE CITY OF ALBANY; REPEALING RESOLUTIONS OR PARTS
OF RESOLUTIONS IN CONFLICT HEREWITH; AND FOR OTHER PURPOSES.**

WHEREAS, O.C.G.A. § 48-8-260 *et seq.* authorizes the imposition of a one percent (1%) Special District Mass Transportation Sales and Use Tax purposes and projects for the use and benefit of the citizens of Dougherty County, Georgia and the City of Albany; and

WHEREAS, relative to the above-stated authorization, Dougherty County, Georgia is desirous of entering into a Special District Mass Transportation Sales and Use Tax Intergovernmental Agreement with the City of Albany;

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

SECTION I The attached Special District Mass Transportation Sales and Use Tax Intergovernmental Agreement between Dougherty County, Georgia and the City of Albany is hereby approved and the Chairman of the Board of Commissioners of Dougherty County, Georgia is hereby authorized to execute same as well as any other documents necessary to the full implementation of the Special District Mass Transportation Sales and Use Tax Intergovernmental Agreement.

SECTION II All Resolutions or parts of Resolutions in conflict herewith are hereby repealed.

This the 31st day of July, 2023.

BOARD OF COMMISSIONERS OF
DOUGHERTY COUNTY, GEORGIA

By: _____
Lorenzo L. Heard, Chairman

ATTEST:

County Clerk

STATE OF GEORGIA
COUNTY OF DOUGHERTY

**SPECIAL DISTRICT MASS TRANSPORTATION SALES AND USE TAX
INTERGOVERNMENTAL AGREEMENT**

This Intergovernmental Agreement (the “Agreement”) is made and entered into effective the ____ day of _____, 2023, by and between **DOUGHERTY COUNTY, GEORGIA** (the “County”), and the **CITY OF ALBANY, GEORGIA** (the “City”), both acting pursuant to lawful authority by their respective governing bodies do hereby agree as follows.

WITNESSETH:

WHEREAS, Article 5A of Chapter 8 of Title 48 of the Official Code of Georgia Annotated, as amended titled “Special District Mass Transportation “Sales and Use Tax” (the “T-SPLOST Act”) authorizes the imposition of a one percent (1%) Sales and Use Tax (the “Sales and Use Tax”) for purposes, inter alia, of financing capital outlay projects as specified in O.C.G.A. Section 48-8-260(4)(A)(B)(C) and (D); and

WHEREAS, in accord with the requirements of O.C.G.A. Section 48-8-262(a)(2), the County and City met on the 31st day of July, 2023 to discuss the rate of tax and possible projects for inclusion in a TSPLOST referendum to be held on the 7th day of November, 2023; an

WHEREAS, the County and City wish to use the proceeds of the proposed Sales and Use Tax for the purposes described above.

NOW THEREFORE, in consideration of the mutual promises and understandings made in this Agreement, and for other good and valuable consideration, and in accord with O.C.G.A. Section 48-8-262(b)(1), the County and the City consent and agree as follows:

SECTION I. Representation of the Parties. The parties hereto make the following representations and warranties which are specifically relied upon by both parties as a basis for entering into this Agreement.

(a) The County agrees that it will take all actions necessary to call a referendum election to be held in all the voting precincts in the County on the 7th day of November, 2023, for the purpose of submitting to the qualified voters of the County for their approval, the question of whether or not a Special District Mass Transportation Sales and Use Tax of one percent shall be imposed on all sales and uses in the special district of Dougherty County, as authorized by the T-SPLOST Act for 20 calendar quarters (five years), commencing on the 1st day of April, 2024, for

the purpose of funding both the County and the City projects specified in Appendix A attached hereto (hereinafter more fully referred to and hereby defined collectively as the “Projects”). The amount of money to be raised by the Sales and Use Tax is estimated to be eighty-eight million seven hundred fifty thousand dollars (\$88,750,000.00).

(b) The City is a municipal corporation as defined by law and judicial interpretation and a “Qualified municipality” as such term is defined in O.C.G.A. Section 48-8-260(3) and validly adopted a resolution to authorize it to enter into this Agreement with the County at a public meeting of its governing board conducted in compliance with the Open Meetings Act, O.C.G.A. Section 50-14-1, *et seq.* The undersigned City is the only incorporated City within the County.

(c) The County is a political subdivision of the State of Georgia created and existing under the Constitution and laws of the State and validly adopted a resolution to authorize it to enter into this Agreement with the City at a public meeting conducted in compliance with the Open Meetings Act, O.C.G.A. Section 50-14-1, *et seq.*

(d) In executing this Agreement, it is the intention of the parties to comply in all respects with O.C.G.A. Section 48-8-260 *et seq.*, the T-SPLOST Act, and all provisions of this Intergovernmental Agreement shall be so construed.

SECTION II. Conditions Precedent. The obligations of the parties under this Agreement are conditioned upon the following events:

(a) The adoption of a resolution by the Board of Commissioners of Dougherty County authorizing the imposition of the Special District Mass Transportation Sales and Use Tax and calling the referendum election hereinbefore referred to.

(b) The approval at the referendum election of the Special District Mass Transportation Sales and Use Tax by a majority of the voters in the County voting in the election for that purpose.

SECTION III. Apportionment of Proceeds. All funds received by the parties from the Georgia Department of Revenue from the imposition of the Special District Mass Transportation Sales and Use Tax shall be apportioned by the County and City according to the formula provided herein. The parties hereto understand and agree that the figures set forth herein are binding and not subject to change or modification except upon written agreement by all parties.

(a) The County Projects and the City Projects to be funded with the proceeds from the Special District Mass Transportation Sales and Use Tax are specified in Appendix A attached hereto (the “County Projects” and the “City Projects” and collectively “the Projects”).

(b) The parties agree that the distribution of the T-SPLOST collected proceeds shall be disbursed to the respective parties as follows: Sixty seven percent of the collected proceeds to the City and thirty three percent of the collected proceeds to the County.

(c) The parties hereto understand and agree that the Projects may be financed with net proceeds of City and County Debt. In that case, proceeds of the Special District Mass Transportation Sales and Use Tax will be used to pay debt service due on the City and County Debt prior to being used to pay the costs of the Projects not financed with net debt proceeds.

(d) The costs of the Projects listed in Appendix A are estimated amounts and the City and the County may adjust the allocation of its Special District Mass Transportation Sales and Use Tax Proceeds to their different Projects as needed.

(e) The parties also understand that the distribution amounts in Appendix A attached herein are based on the assumption that the Special District Mass Transportation Sales and Use Tax raises the estimated amount of \$88,750,000.00. In the event Special District Mass Transportation Sales and Use Tax proceeds exceed \$88,750,000.00, the distribution formula to the parties shall be the same as provided in Section III, Paragraph (b) above.

(f) With respect to the T-SPLOST proceeds collected by the Georgia Department of Revenue (“DOR”), the DOR shall distribute such proceeds directly to the County and to the City for deposit directly into their respective accounts established for such T-SPLOST proceeds according to the distribution formula provided for in Section III, Paragraphs (b) and (e) above.

SECTION IV. Term of the Agreement. The term of this Agreement shall expire on the date that the accounts of both parties holding Special District Mass Transportation Sales and Use Tax proceeds are fully depleted, but in no event shall this Agreement run for more than fifty years from the date hereof. If the voters of the County shall fail to approve the Special District Mass Transportation Sales and Use Tax in the called referendum, this Agreement shall be of no force and effect after the date of such failure to approve.

SECTION V. Mutual Covenants. Each party to this Agreement does hereby covenant and agree to the following:

(a) The parties hereto agree that they will maintain specific records for the Special District Mass Transportation Sales and Use Tax Proceeds each receives to verify that all such proceeds so received are expended for the purposes set forth in Appendix A attached hereto.

(b) The parties hereto agree that to the extent lawfully permitted, if Debt proceeds

allocated to a particular project are not needed to complete such project, either the City or the County may reallocate such debt proceeds to any projects of the City or the County which are set forth in Appendix A attached hereto.

(c) T-SPLOST proceeds received by the County and the City shall be kept in a separate account from other funds of such County or City, shall not in any way be commingled with other funds of such County or City and shall be used exclusively for the specified purposes.

(d) Transportation purposes and projects shall be fully or partially funded in accordance with the schedule found in Appendix A, but the order and priority within which the parties shall undertake and complete their respective purposes and projects shall be solely determined by the respective parties as to their projects.

SECTION VI. Project Monitoring, Record-Keeping and Reporting. All parties to this Agreement shall promptly move forward with the acquisition, construction, equipping and priority installation of the Projects in an efficient and economical manner and at a reasonable cost in conformity with all applicable laws, ordinances, rules and regulations of any governmental authority having jurisdiction in the premises. The governing authority of the County and governing authority of the City shall comply with the requirements of O.C.G.A. Section 48-8-269.5(a)(2), which requires that certain information be included in the annual audit of such County or the City and O.C.G.A. Section 48-8-269.6, which requires the publication of annual reports concerning expenditures for the Projects.

SECTION VII. Arbitration. The parties hereto agree to submit any controversy arising under this Agreement to arbitration pursuant to the provisions of O.C.G.A. Section 9-9-1 et. seq., the Georgia Arbitration Code. Such arbitration shall in all respects be governed by the provisions of the Arbitration Code and the parties hereby agree to comply with and be governed by the provisions of said Arbitration Code as to any controversy so submitted to arbitration.

SECTION VIII. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

SECTION IX. Governing Law. This Agreement and all transactions contemplated hereby shall be governed by, construed and enforced in accordance with the laws of the State of Georgia.

SECTION X. Severability. Should any provision of this Agreement or application

thereof to any person or circumstance be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to any person or circumstance, other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the full extent permitted by law.

SECTION XI. Notices. All notices, demands or requests required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to have been properly given or served and shall be effective on being deposited or placed in the United States mail, postage prepaid and registered or certified with return receipt requested to the addresses appearing below, or when delivered by hand to the addresses indicated below:

- (a) Board of Commissioners of
Dougherty County, Georgia
222 Pine Avenue, STE 540
Post Office Box 1827
Albany, Georgia 31702
Attention: County Administrator
- (b) Mayor and Board of Commissioners
of the City of Albany
401 Pine Avenue
Post Office Box 447
Albany, Georgia 31702-0447
Attention: City Manager

IN WITNESS WHEREOF, all parties hereto have agreed as of this _____ day of _____, 2023.

(SEAL)

DOUGHERTY COUNTY, GEORGIA

By: _____
Lorenzo L. Heard, Chairman
Board of Commissioner of Dougherty
County, Georgia

ATTEST:

Clerk

(SEAL)

CITY OF ALBANY, GEORGIA

By: _____
Kermit S. Dorough, Mayor
Board of Commissioners of
City of Albany, Georgia

ATTEST:

Clerk

APPENDIX A**County Projects**

Roadway Improvements	\$10,095,000
Sidewalk Installation	\$1,800,000
Alley Paving/Improvements	\$1,400,000
Road Striping	\$1,000,000
Multi-Purpose Trails	\$6,750,000
Signage	\$442,000
Intersection Improvements,	\$7,800,000
Road Projects, & Traffic Calming	\$3,000,000
Total	\$29,287,500

City Projects

Roadway Improvements	\$25,902,500
Sidewalk Installation	\$6,000,000
Alley Paving	\$6,000,000
Multi-Purpose Trails	\$2,000,000
Airport Improvements	\$5,000,000
Unpaved Streets	\$1,500,000
Railroad Crossing Improvements	\$360,000
Intersection Improvements	\$9,000,000
Traffic Calming Devices	\$2,000,000
Traffic Signal Pedestrian Upgrades	\$1,700,000

Total \$59,462,500