



WORK SESSION

August 08, 2022
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 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 Christopher Cohilas.
2. Roll Call.
3. Minutes.
 - a. Minutes of the July 18th Regular Meeting, July 25th Work Session and July 25th Special Called Meeting.
4. Delegations (*The Commission will hear comments on those items pertaining to Dougherty County for which a public hearing has not been held or scheduled. Please be brief, to the point, and considerate of time for others.*)
 - a. William Wright, representative for AFRAM Tech, Inc. present to discuss tax digest concerns and assistance for veterans.
5. Additional Business.
 - a. Discussion of the nomination of the County Voting Delegate at the ACCG Legislative Leadership Conference Business Session on September 29, 2022 in Jekyll Island. Chairman Cohilas will address.
 - b. Community Development Partners and Wood Consulting to discuss a public/private partnership to redevelop county owned property (approximately 17 acres) located at 1500 N. Jefferson Street. Kirby Glaze, President, Community Development Partners and Ron Huffman, Wood Consulting will address.

- c. Continued discussion regarding SPLOST VIII Scenarios. County Administrator Michael McCoy and Assistant County Administrator Scott Addison will address. **Action on this item is scheduled for the following Special Called Meeting.**
6. Board Appointment. The Chairman makes all appointments to this Board. Deputy County Clerk Bristeria Clark will discuss.
 - a. Retirement Fund Committee- One (1) appointment with a four-year unexpired term ending December 31, 2025. One new applicant: Ronald Frederick Smith.
7. Updates from the County Administrator.
8. Updates from the County Attorney.
9. Updates from the County Commission.
10. 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

July 18, 2022

The Dougherty County Commission met in Room 100 of the Albany-Dougherty Government Center on July 18, 2022. Chairman Christopher Cohilas presided and called the meeting to order at 10:05 a.m. Present were Commissioners Victor Edwards, Gloria Gaines, Russell Gray, Clinton Johnson, Anthony Jones, and Ed Newsome. Also present were County Administrator Michael McCoy, 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. Assistant County Administrator Scott Addison and County Attorney Spencer Lee were absent.

After the invocation and Pledge of Allegiance, the Chairman called for approval of the minutes of the June 27th Regular Meeting.

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

The Chairman opened the SPLOST VIII public hearing and Mr. William Wright spoke about his concerns. There being no additional comments regarding the proposed matter, the Chairman closed the public hearing.

The Chairman introduced the new County Attorney Alex Shalishali.

The Chairman recognized Ms. Lou Ester Milledge Hardy to accept the proclamation recognizing her achievements in Dougherty County. Mr. George Andrews, founder of Capitol City Bank was recognized by Commissioner Gaines. The proclamation reads as follows:

WHEREAS: Lou Easter Milledge-Hardy, was born on June 17, 1956, to Rufus and Louise Milledge in Lee County, Georgia; the eleventh of eighteen children. She graduated from Lee County High School in May 1975 and attended Darton College, Meadows Business College, and Albany State University. She graduated from Troy University College with a major in Business Administration; and

WHEREAS: Mrs. Hardy was blessed with two children, Courtney Kintrell Hardy, Sr., and Alicia Shaunte' Hardy-Drake; a son-in-law Cornelius Drake, and four grandchildren; Mia Hardy, Courtney Kintrell Hardy, Jr., Maliyah Hardy; and Caleb Lazar Drake; and

WHEREAS: Mrs. Hardy is a retired banker of thirty-two years, the first black female Branch Manager of an Afro-American Bank, Capitol City Bank of Albany, Georgia; and is currently employed with Dougherty County School System, where she has served as a Parent Facilitator for the past four years; and

WHEREAS: A member of First Mount Olive Missionary Baptist Church, she serves as a Sanctuary Choir Ministry President; member of the Praise Team; Announcer/ Welcome Ministry; President of Women’s Devotion Ministry; and Pastor’s Aide Ministry; and

WHEREAS: Awards Mrs. Hardy has received include Top Sales award and Customer’s Excellence Award (Bank of America) ; PTO and Employee Award (DCSS-Southside Middle School); Honorary Award (Another Tut’s Production of Atlanta Georgia); recognized in 2017 by Trademark Women of Distinction; participated in the Mrs. Georgia Pageant in 1986 and chosen as Mrs. Congeniality in 2006; crowned Mrs. Dougherty County in 2007 and was chosen again as Mrs. Congeniality in the Mrs. Georgia Pageant the same year. In 2019, Mrs. Hardy was the 3rd place runner-up in the Ms. Senior Georgia Pageant, receiving the Sales Award. May 2021, Mrs. Hardy was the 1st runner-up in the Ms. Southwest Georgia Senior Pageant and was crowned in that pageant on September 18, 2021, as Ms. Southwest Georgia Senior. In December 2021, Mrs. Hardy received DCSS’s FACE Rock Star Award; and

WHEREAS: Mrs. Hardy serves on the Albany Community Together Board, Albany Civil Rights Institute, and Miss Albany. She served as a Judge for Albany State University Pageant 2022, a Judge for Juneteenth Pageant June 18, 2022, and was a nominee for the Albany Herald Women of the Year of Award. She is also a model for Another Tut’s Production; and

WHEREAS: Dougherty County Commission, the Milledge Hardy and Drake families, Rev. Gary C. Sanders, Sr., the family of First Mt. Olive Missionary Baptist Church will be honoring Lou Easter Milledge-Hardy as their “2022 Living Legend”, and recognizing her for being an exemplary servant of her Family, Church Family and the Community of Albany, Georgia; NOW

THEREFORE: We, the Board of Commissioners of Dougherty County, Georgia, do hereby proclaim July 18, 2022 as Lou Easter Milledge Hardy Day in the County of Albany, Georgia, and urge the Milledge, Hardy and the Drake families, and the congregation of First Mt. Olive Missionary Baptist Church to join me in honoring her achievements. I further urge her extended family and friends to join in the celebration to pay homage to Mrs. Hardy and wish her continued success in her future endeavors.

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

BOARD OF COMMISSIONERS
DOUGHERTY COUNTY, GEORGIA

Christopher S. Cohilas, Chairman

The Chairman recognized Consultant Ed Wall to provide a multi-year financial projection update to the Board. Mr. Wall corrected information received from the public to note that Dougherty County spends \$800 per capita and not \$8,800 as presented. A comparison of Lee, Valdosta-

Lowndes, Bartow, Macon-Bibb, Bulloch and Tift counties were provided. His presentation was noted as “apples to apples” comparing similar services. He concluded from the question of Commissioner Gaines that the concern is the value of the digest. He also said that it needed to grow by focusing on economic development. He presented assumptions forecasted due to inflation, pay study implementation and a potential increase in property taxes. He stated that if no pay study is implemented, a millage rate is still needed to prevent the County’s reserves from being lower than the County’s standards. The millage rate effect on a \$100,000 home was provided and numbers did not reflect the homestead exemptions. A 2.5 mil increase would cause an \$8 monthly impact (\$100 annual), 4 mils impact is \$13 (\$160 annual) and 4.5 mils is \$15 (\$180 annual). He shared that his last forecast was that the previous rate increase would last under five years. Commissioner Johnson asked what is being done to address the County’s issue. After a lengthy discussion ensued, Mr. Wall will work with Mr. McCoy and Mrs. Hendley to provide additional suggestions requested by the Board. Mr. Wall did share that every County that he works with must increase their millage rate this year primarily due to higher wages. The Chairman said that it appears that there is no choice, and an increase is coming but options will be explored. Mr. Wall did clarify for Commissioner Gaines that if a millage increase is not done, then reserves would have to be used. Chairman Cohilas concluded that Mr. Wall work with the Finance Committee relative to today’s discussion to consider reassessment of the tax digest, and within 60-90 days provide the pros and cons of creating a special tax district and asked for a report with recommendations be provided before setting the millage rate.

The Chairman opened the public hearing for Ronnie Gay & Charlotte A. Gay; owner and applicant (22-037) request to rezone 4.195 acres from R-2 (Single Family Residential District) to C-8 (Commercial Recreation District). The proposed use is for Recreational Vehicle Park. The property is located at 3420 Sylvester Road. The Planning Commission recommended approval. Angel Gray, Planning Manager, addressed. Mr. Gay was present but yielded the request to speak. There being no additional comments regarding the proposed matter, the Chairman closed the public hearing.

The Chairman called for consideration to purchase three 2022 Police Interceptor SUVs for the Albany Dougherty Drug Unit (ADDU) from sole bidder Wade Ford (Smyrna, GA) for a total expenditure of \$103,627.02. Funding is budgeted the American Rescue Plan (ARPA). City of Albany Buyer Corey Gamble and ADDU Major Ryan Ward were present.

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

The Chairman called for consideration to purchase one 2022 F-150 for Solid Waste from the State Contract Vendor Wade Ford (Smyrna, GA) in the amount of \$38,942.68. The vehicle is available for delivery. Funding is available in the Solid Waste Enterprise Fund. County Administrator Michael McCoy will address. City of Albany Buyer Corey Gamble and Solid Waste Director Campbell Smith are present.

Commissioner Jones moved for approval. Commissioner Johnson seconded the motion. Under discussion, Mr. McCoy clarified that this will be replacing the vehicle that caught on fire.

Mr. Smith shared that there were issues with the previous vehicle's make and model. There being no further discussion, the motion for approval passed unanimously.

The Chairman called for consideration to purchase two 2022 F-150 for Public Works from the State Contract Vendor Wade Ford (Smyrna, GA) for the total expenditure of \$60,934. The vehicles are available for delivery. Funding is available in SPLOST VII. City of Albany Buyer Corey Gamble and Public Works Director Chuck Mathis were present.

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

The Chairman called for consideration to accept one of the three proposed compensation and classification study plans.

Commissioner Jones moved for approval for Option B. Commissioner Gray seconded the motion. Under discussion, Mr. McCoy provided additional millage rates regarding the benefits increase. Commissioner Johnson asked for more time to digest the information that was received. The vote for the implementation of Option B was passed with four ayes and three nays by Commissioners Edwards, Gaines and Johnson. There was a discussion regarding clarification of the implementation. Commissioners Edwards and Johnson were clear that they are in favor of providing raises for employees but needed to have clarity of the implementation date and funding of the study. Chairman Cohilas said that the implementation will start in October 2022 according to the document. He added that if the Board would like to put the item on the agenda to be retracted, it can be. Commissioner Gaines was not pleased because all considerations were not taken prior to the vote and she stated that she attempted to table the vote but her substitute motion was ignored. There being no further discussion, the motion for approval passed unanimously. Recess was taken at 11:59 a.m.- 12:03 p.m.

The Chairman called for the zoning consideration of Ronnie Gay & Charlotte A. Gay; owner and applicant (22-037) request to rezone 4.195 acres from R-2 (Single Family Residential District) to C-8 (Commercial Recreation District). The proposed use is for Recreational Vehicle Park. The property is located at 3420 Sylvester Road. The Planning Commission recommended approval.

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

The Chairman called for consideration of the resolution authorizing the Intergovernmental Agreement with the City of Albany for the 2022 Byrne Justice Assistance Grant (JAG) Program in the amount of \$21,200. The Agreement stipulates that the County will receive 20% of the total award (\$106,000). County Administrator Michael McCoy addressed. Finance Director Martha Hendley was present.

Commissioner Jones moved for approval. Upon a second by Commissioner Edwards, the motion for approval passed unanimously. Resolution 22-034 is entitled:

A RESOLUTION

ENTITLED
A RESOLUTION PROVIDING FOR THE ACCEPTANCE AND EXECUTION OF
AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF
ALBANY AND DOUGHERTY COUNTY RELATIVE TO A 2022 BYRNE
JUSTICE ASSISTANCE (JAG) PROGRAM AWARD; REPEALING
RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT HEREWITH;
AND FOR OTHER PURPOSES.

Commissioner Johnson welcomed County Attorney Alex Shalishali and he asked County Administrator McCoy to have GDOT conduct a comprehensive safety study on Liberty Expressway. He also requested that a comprehensive housing study be done to work on the tax base and that the Board have a conversation about the pay study increase. Chairman Cohilas said that Mr. Wall will be back at the next work session. It was added that we need a consistent way to pay people. Commissioner Edwards confirmed with Mr. McCoy that the employees will receive the \$1000 increase funded by ARPA in December. Commissioner Gaines shared she was concerned about the impact that the pay study increase will have on the citizens and the employees and said that today's actions were not fair.

There being no further business to come before the Commission, the meeting adjourned at 12:09 a.m.

CHAIRMAN

ATTEST:

COUNTY CLERK

DOUGHERTY COUNTY COMMISSION
WORK SESSION MEETING MINUTES

DRAFT

July 25, 2022

The Dougherty County Commission met in Room 100 of the Albany-Dougherty Government Center on July 25, 2022. Chairman Christopher Cohilas presided and called the meeting to order at 10:05 am. Present were Commissioners Victor Edwards, Gloria Gaines, Russell Gray, Clinton Johnson, Anthony Jones and Ed Newsome. County Administrator Michael McCoy, Assistant County Administrator Scott Addison, County Attorney Alex Shalishali, County Clerk Jawahn Ware and other staff were also present. 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. County Attorney Spencer Lee was absent.

The Chairman asked the Commission to review the minutes of the July 11th Regular Meeting and July 11th Work Session.

The Chairman opened the SPLOST VIII public hearing and Mr. William Wright spoke about his concerns. He said that SPLOST was never intended to be forever and the County should be growing the tax digest. He added that the County still has money from SPLOST IV which has not been used but [citizens] are still being for additional money, therefore [the County is] acting upon greed and not need. He plans to provide written documentation on suggested projects and needs for the Commission's review and consideration. There being no further discussion, the public hearing was closed.

The Chairman recognized HR Director Dominique Hall to update the Commission on the recent job fair. Ms. Hall said that 70 individuals attended, 44 applications were completed and that this was the largest turnout in a single day this year. She added that she will continue to work with community partners in posting jobs and shared other marketing plans. She said that we have about 135 vacancies out of over 600 positions. Other questions and suggestions were posed by the Board.

The Chairman recognized Albany Technical College Director of the Community Development Block Grant Disaster Recovery Grant, Michelle Williams to inform the community of the Rebuild Southwest Grant that allows individuals to go to school for free. Ms. Williams said that about \$8.3 million was awarded from 2018 Hurricane Michael and those funds can be used for 20 counties for low and moderate-income individuals who cannot get financial aid. Those who are looking to obtain certificates and are not Pell grant eligible and those with bachelors that have lost jobs because of the storms are eligible. Currently, this grant is not limited for a specific program but individuals must be an applicant of the college. Suggestions on how to partner with the Dougherty County Human Resources department were discussed. Only three years are remaining with the grant. She was asked to provide information to the County's Public Information Officer Wendy Howell. Suggestions of partnering entities and individuals were provided.

The Chairman called for the millage rate recommendation from the Finance Committee. Finance Committee Chairman Ed Newsome and Financial Advisor Edmund Wall addressed. Upon the request of Commissioner Johnson, prior the presentation, Commissioner Newsome shared that the Finance Committee vote on the recommendation was 2-1 with Commissioner Johnson voting against the millage rate increase proposal. Mr. Wall explained the impact inflation is having on the community which in turn impacted the millage rate. Suggestions of other revenue sources were provided and it was said that creating a special tax district is not advantageous. The commuter tax implemented in New York is discouraged because it may deter individuals moving to the area. The Landfill Franchise fees were discussed, and it was suggested money due from the General Fund be written off because funds were not available. A resolution from Attorney Shalishali will be presented per the request of Commissioner Gray to ensure that the closure costs are restricted to prevent accidental spending (currently in the amount of \$8.5 million). The suggested solution is to implement a 10% franchise fee on the Solid Waste Fund. This will project about \$468,199 a year in income. The landfill fund is healthy and it can afford to pay a franchise fee and has no debt.

A schedule of rates for tipping fees will be presented later by Assistant County Administrator Scott Addison. The proposed mil increases for the next years were discussed. If no action is taken, our reserves will drop to 15 days which means the County will need to borrow money for payroll in the summer months and it will harm the County's credit rating. Mr. McCoy clarified for Commissioner Gaines that all positions are still funded even if there are vacancies. Commissioner Gaines questioned if the County is providing services at a level we can afford. Mr. McCoy shared that expenditures have been thoroughly reviewed and addressed additional concerns. There is no millage rate increase proposed for the Special Services District. Mr. Wall summarized that we have a budget that we will have to pay for, either with a millage rate increase or our savings. He told Commissioner Edwards that the rate does not have to be set by August 1st. Mr. McCoy shared that the setting of the millage rate must be done every year and there may be a delay. Mr. McCoy also provided an update that the staff gave in the Finance Committee Meeting pertaining to tipping fees. Commissioner Jones suggested that consolidation be considered. Commissioner Johnson asked Mr. Wall, as our financial consultant, to work aggressively to ensure that our employees are paid adequately in advance. Commissioner Newsome concurred and shared that we cannot be in the predicament that we have been in the past. Mr. Wall discussed the increase in other local governments and noted that one increased their rate 30%. It was also mentioned by Commissioner Johnson that he did not support the increase of 3.5 mil but would a 4.5 mil increase. The Chairman said that he understood the reasoning for possibly proceeding with the 4.5 mil increase because it would potentially keep the Commission from coming back next year for another increase.

The Chairman recognized Tax Director Shonna Josey and Chief Appraiser Joseph McPherson to discuss the Certified 2022 Tax Digest for the Countywide M&O and Special Services District. Board of Tax Assessors Chairman William Ashberry and Vice Chairman Larry Thomas were present. Mrs. Josey presentation was based on the 3.5 mil increase. The net parcel count for the 2022 Countywide M&O is 37,815. The net personal property M&O assessed value is 309,228,158 and will levy \$5,896,672. The net real property M&O assessed value is 1,699,829,169 and will levy \$32,414,042. The net M&O assessed value for all properties is 2,043,158,820 and would levy \$38,960,996. The total taxes levied to include the

Forest Land Protection Reimbursement (FLPA) and PILOT is \$41,287,800. The Homestead & Property Exemptions and Summary were reviewed. The proposed notices for advertisements and the 5-year history of levy were shared. Questions of the Board were answered. For the 2022 Digest for the Special Services District, the parcel count is 9,330. The presentation is based on the recommendation to keep the millage rate the same from 2021 at 9.173. The net personal property M&O assessed value is 49,221,933 and will levy revenues of taxes of \$451,512. The net real property M&O assessed value is 523,933,270 and will levy revenues of taxes of \$4,806,040. The net M&O assessed value for all properties is 588,033,437 and would levy \$5,393,755. The total taxes levied include FLPA, the P&G PILOT, and the 20-year Bio-green PILOT and the estimated Dougherty County Solar is \$6,120,741. The Homestead & Property Exemptions and Summary were reviewed. The proposed notices for advertisements and the 5-year history of levy were shared. There being no questions pertaining to the Special Services District, the 2022 Tax Digest processing timeline was shared. Mrs. Josey stated that the latest [date] advertisements can be submitted is August 2, 2022.

The Chairman called for a discussion to renew the service agreement with Ambulance Medical Billing (AMB), (Paducah, Kentucky) for EMS billing. Assistant County Administrator Scott Addison addressed. EMS Director Sam Allen was present. The Chairman added that the company has been performing services and the department is pleased.

The Chairman called for a discussion to amend the Fiscal Year 2023 ARPA budget and the Fiscal Year 2023 budgets to include the implementation of the Pay Study Option B for the General Fund, Special Services District and the Solid Waste Enterprise Fund. County Administrator Michael McCoy and Finance Director Martha Hendley were present to address. Chairman Cohilas stated that the item will be removed from the agenda to allow staff to make recommendations based on today's discussion.

The Chairman called for a discussion of the revised SPLOST VIII proposed projects. County Administrator Michael McCoy addressed. Mr. McCoy shared that the changes were previously mentioned and that the budget is still \$36,000,000 and he will be working with the City Manager because time is of the essence. Chairman Cohilas shared Commissioner Johnson's suggestion to have a line item for the joint recreation projects. Chairman Cohilas also mentioned that the vast majority of our funding is proposed to be spent inside of the City. He then discussed the tier funding and what is the top priority. Mr. McCoy said that he was waiting on the Board's direction on how to proceed

Commissioner Gray left at 12:53 pm.

Commissioner Johnson shared that there is a lot of duplication of projects on both lists and shared that there should be a category for intentional projects. Chairman Cohilas asked the County Administrator and County Attorney to research and determine the flexibility available in SPLOST for projects and work with the City of Albany.

The Chairman called a discussion to have the Chairman notify the City of Albany of the County's position relative to the Negotiation of the Special Local Option Sales Tax VIII proceeds. The recommendation is to keep the distribution the same percentage split of 64%

City and 36% County. Chairman Christopher Cohilas and Commissioners discussed. County Administrator Michael McCoy was present. Action on this item was scheduled in the following Special Called Meeting. There was unanimous consent to proceed.

Attorney Shalishali was asked to introduce himself and provide comments. He shared that he has been in contact with Attorney Lee and they will work together. Commissioner Gaines shared her thank you card received from Rolling Hills Subdivision for the Commission's clean-up from the storms, alley paving, and other projects. She also shared the passing of the 3rd child of CB King and mentioned some of Mr. King's accomplishments. Commissioner Edwards asked about the status of the update on the Coroner's office and the status of the conceptual drawings from Ron Huffman. Mr. McCoy said the presentation of Mr. Huffman will be in August. Commissioner Johnson asked when will employees understand their actual increase because the Commission is getting calls because employees are concerned. Mr. McCoy shared that it will be sent to the department managers mid-next week. Commissioner Johnson asked that the Commission be notified as well. Commissioner Gaines questioned how a projected cost was provided but numbers are still being produced. Mr. McCoy shared that projections were received from the consultant and this is how figures were provided. He added that the plan adopted is now a pay range and no longer steps; and the consultant is proposing new salaries for each employee. Mr. McCoy had shared that the staff was prepared if Option A was selected. Chairman Cohilas concluded and shared the rising concern of monkeypox in the United States and asked Mr. McCoy to schedule a presentation by Dr. Ruis.

There being no further business to discuss the Commission the meeting adjourned at 1:16 p.m.

CHAIRMAN

ATTEST:

COUNTY CLERK

DOUGHERTY COUNTY COMMISSION
SPECIAL CALLED MEETING MINUTES

DRAFT

July 25, 2022

The Dougherty County Commission met for a Special Called Meeting in Room 100 of the Albany-Dougherty Government Center on July 25, 2022 immediately after the Work Session. Chairman Christopher Cohilas presided and called the meeting to order at 1:16 pm. Present were Commissioners Victor Edwards, Gloria Gaines, Clinton Johnson, Anthony Jones and Ed Newsome. Also present were County Administrator Michael McCoy, Assistant County Administrator Scott Addison, County Attorney Alex Shalishali, 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. County Attorney Spencer Lee and Commissioner Russell Gray were absent.

The Chairman called for consideration of the motion to have the Chairman notify the City of Albany of the County's position relative to the Negotiation of the Special Local Option Sales Tax VIII proceeds. The recommendation is to keep the distribution the same percentage split of 64% City and 36% County.

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

There being no further business to come before the Commission, the meeting adjourned at 1:17 p.m.

CHAIRMAN

ATTEST:

COUNTY CLERK

Information and knowledge is power and money!

CFR49-26 Workshop for DBE's

August 1, 2022

Mr. Chris Cohilas, Chair
Mr. Michael McCoy Administrator
Board of Commissioners
Dougherty County O Box 1827
Albany, GA 31702-1827



RE: August 8, 2022 Meeting

Enhancing the Opportunities for Public Participation

In Public Hearing Placement on the Agenda under "Delegation" to Huge .40% or thereabout tax increase on property taxes in Dougherty County provide an update on the 2022 tax digest errors and huge tax increase.

Tax increase by firm from Atlanta, GA.

William Wright, President/CEO 229-432-0404-barwright2021@gmail.com

Veteran Mr. Eddie L. Blount
1917 S Madison Street
Albany, GA 31701



August 1, 2022

Mr. Chris Cohilas, Chair
Mr. Michael McCoy Administrator
Board of Commissioners
Dougherty County
P O Box 1827
Albany, GA 31702-1827

RE: August 8, 2022 Meeting

Veteran Status

As a member of the Veterans that have served their country in the Southeast Asian Conflict I would like some relief. For instance I was accompanied by an Ombudsman from Afram-Tch, Inc. trying to get some relief from the huge fees I am forced to go through more hurdles that I was in compliance with the draft during the Vietnam-IndoChina aspect of the Vietnam war. However after my tour of duty I came home and worked at the Firestone Tire & Rubber Company for approximately 20 years. Enhancing the Opportunities for Public Participation

After my tour of duty with eh Firestone Tire and Rubber Company, I was invited to continue to serve American at the U S Marine Corp Maintenance Facility under a Special designation of classified for security reasons. My dilemma of course is that I am a part of estate that own several acres in South Albany, GA at the proximity to Oakridge Drive at South Madison St.. I have just about lost the homeplace because the conflict with GA laws that are contrary to Internal Revenue Service regulation. For select exemptions. Therefore, I would like to speak with you about avoiding this tragedy and possible reimbursements for the same.

Please place me on your agenda for the meeting date listed above and I would like to speak with your attorney to see about getting the federal preemption about income along with some of the other exemption.

I should not have to loose my property because of such conflicts. Place me on your agenda for August 8, 2022 t the usual time

E L Blount

E L Blount

Information and knowledge is power and money!

CFR49-26 Workshop for DBE's

July 29, 2022

Hon Shonna Josey,
Tax Director
Dougherty County
Board of Commissioners
P O Box 1827
Albany, GA 31702

Occupant of 1921 S Madison Street
Albany, GA 31701-joint heir/owner for the Blount Estate.

RE: Mr. Eddie Blount, Tax Status-Property
Location 1921 S Madison Street
Albany, GA 31701

This request is to review the information relative to the figures of some total of \$ 5,937.00 some 8 years (eight) years in total got the he years with all of the fees and no eligibility for the reductions that should be applied because he is the surviving member of the Blount Estate.

Obviously, the costs after the reductions should bring the asserted balance due down considerably such as his eligibility for a reduction as the occupant of the property entitle to a reduction because of his tremendous contributions as a veteran of the U S Conflict is southeast Asin known as the Vietnam War.

Keep in mind that most if not all of these reductions are applicable by law as with the eligibility should apply for the co-owner-occupant of the property as is the status in the case of 1921 S Madison Street., Albany, GA 31701. Interestingly enough, we do not see nor recognize any such reductions applied by law.

All we see represented is the fees upon fees and no indication of the application of the required reductions as applied by the law.

Upon coming home, he returned to work at eh giant Firestone facility for approximately 20 years. Subsequent to the closure of the Firestone he was asked by the U S Marine Corp to assist in the maintenance facility for making use of electronics on the vehicles to service for the U S War with Iraq/Iran.

After all of these contributions Mr. Blount still allowed the City of Albany-Dougherty County have an easement in the construction of Milton June bugs I & II Plaza and the Oakridge Drive development saving millions of dollars, time and relocation coasts. In addition, He, Mr. Blount should be eligible for those exemptions protected by law for his status as a Veteran and a senior citizen a as the occupant of the residence located at 1921 S Madison Street, Albany, GA 31701.

place the information before you about the property under the identifier of Martha Butler Bill No 2016-5546.

The Address is 1921 S Madison St., Albany, GA 31701

The co-owner Occupant; Mr. E L. Blount

FYI, The City of Albany-Dougherty County-GA owe the Blount Family a tremendous amount relative to various and sundry contributions to the same. For instance, Mr. E. L Blount is a Veteran of the U S War in Southeast Asi, the Vietnam War. Upon his tour of duty in Vietnam, Mr. Blount came back and worked for approximately 20 years at the Albany, GA "Firestone Tire Plant until 1986.

Upon the declaratory closure of the Firestone Facility in 1985, Mr. Blount was recalled by the U S Marine Corps Depot Maintenance Facility and worked constructively until his involuntary separation from that tour of duty for greater than 10 years Mr. Blount was called by the Marine Corp brass to serve in a classified position to help manifest returning vehicles for service for our efforts in the war with Iraq/Iran and should be eligible for some definitive legislation for exemptions under the law, as a Vietnam Veteran for service in SE Asia.

In addition, when the county and City of Albany, were trying to construct "Oakridge Drive, again he Mr. Blount with reluctance decided to assist the collective efforts to have an easement to construct Oakridge Drive where it currently is designed, otherwise rerouting absent the easement would have created significant delays in redesign location and millions of dollars from the Blount state.

Mr. Blount is the surviving member of the family from a marriage otherwise this dilemma would not be present because he allowed other family members via marriage control certain aspects of the estate.

Afram-Tech, Inc. is hereby concerned with the figures reported on the calculations of the liability. Consequently, for each year of the calculations there is a question that yet remain unclear. As you may recall, we spent (DCC-Finance, et -al) on Monday July 25,2022.

Oddly enough, we spent some 2- hours (two) on the fly in a "watch hunt" trying to find approximately ten (10\$) million dollars that should have happen some 12 months ago. Much of the time we spent trying to find an answer was already known. For instance, it is largely due to the Christopher Columbus Syndrome. Of course, we will explain during the meeting presently scheduled for August 1, 20222

However, we must be cognitive the fact that this dilemma did not start only 2-5 days ago, this status started some six years ago if not longer. For the instant case along with the inter-related cases that have been brought to our attention, DCC is grasping for straws to solve the problem and place as much of the burden on the backs of the poor and elderly, while some of its principal architects, happen to be a causative factor of the tremendous tax burden for several reasons that we will attempt to suggest a better-informed strategy for resolving the problem.

Consider if you will, the figure that you have for Mr. Blount is detailed in the following form:

Year	cur due,	Penalty,	int,	ot fees	Pri Pym,	B tax	Tot Due
Year 2021	497.72,	24.89,	20.72,	129.50,			682.82
2020	498.87	99.76	52.64	322.50			973.77
2019	500.76	100.16	92.26	32.50			725.68
2018	502.89	100.56	134.88	32.50			770.83
2017	468.45	93.68	160.60	32,50			755.23
2016	468.73	93.76	192.18	32.50			787.17
2015	470.01	47.00	238.39	32.50			787.90
2014	130.99	13.10	82.15	227.50			453.74

so-called purchase of services from sundry sources across the USA. We must keep in perspective the fact that you have conducted at least so-called

**NOTICE OF LEVY ON
LAND
STATE OF GEORGIA
COUNTY OF
DOUGHERTY**

Map and Parcel #: 000BB-00005-028

**To: BUTLER MARTHA ESTATE & MARSHALL WILLIE AND ALL HEIRS
KNOWN AND UNKNOWN**

"Tenant in possession of land herein described",

And to: "Defendant in Fi-Fa": **SAME AS CURRENT OWNER**

Legal Description: 1921 S MADISON ST

You are hereby notified that on **8/2/2022** this property will be sold to satisfy delinquent property taxes for the tax years of **2014-2021** unless paid prior to sale. This property will be sold on the courthouse steps in Dougherty County on the first Tuesday in **August at 10:00 AM**, the same being **8/2/2022**. Please call the Dougherty County Tax Commissioner's office at (229) 431-3208 for the current amount due.

DO NOT REMOVE NOTICE PER GEORGIA CODE SECTION 48-3-27.

MEMORANDUM

To: County Chairmen, Sole Commissioners and CEOs
Mayors of Consolidated Governments
c/o County Clerks, Managers or Administrators

From: Dave Wills, Executive Director

Date: 7/13/2022

Subject: Legislative Leadership Conference Business Session – Official

This is the official call for the business session at the ACCG Legislative Leadership Conference scheduled for Thursday, September 29th at the Jekyll Island Convention Center in Glynn County. The purpose of this session is to consider policies to be adopted by the membership and other business that may come before the body. Each county may appoint a voting delegate (*commissioner or county staff*) to cast its county's vote on matters coming before the business session.

In order for ACCG staff to conduct the voting process as smoothly as possible, we need the name of your county's delegate before the conference convenes. Credentials pickup will be announced once the conference agenda is finalized

Please complete and return this page no later than Friday, August 26th. Send it to Tottianna Davis at tdavis@accg.org as a scanned email attachment or fax it to (678) 626-9642 to the attention of Tottianna Davis. Your prompt attention to this matter is greatly appreciated.

**2022 LEGISLATIVE LEADERSHIP CONFERENCE
VOTING DELEGATE**

Name

Title

County

INTERGOVERNMENTAL AGREEMENT
FOR THE SALE, FINANCING AND REDEVELOPMENT
OF CERTAIN COUNTY OWNED PROPERTIES

This Intergovernmental Agreement (the “Agreement” or the “Conveyance IGA”) is made and entered into this ____ day of _____, 2022 by and between Dougherty County, a political subdivision of the State of Georgia, (hereinafter referred to as “THE COUNTY”) and the Albay Dougherty Payroll Development Authority, a corporate body politic, (hereinafter referred to as “THE AUTHORITY ”).

WITNESSETH:

WHEREAS, THE COUNTY is a political subdivision of the State of Georgia and THE AUTHORITY is a public body corporate and politic created pursuant to the provisions of Georgia Laws 1958, p. 2870, Act 260, et seq., as amended, (the “Act”); and

WHEREAS, pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia, THE COUNTY and THE AUTHORITY are authorized to enter into Intergovernmental Agreements for periods not exceeding fifty (50) years in connection with the activities which these entities are authorized to undertake; and,

WHEREAS, pursuant to the Act, THE AUTHORITY is authorized to engage in developing and promoting for the public good and general welfare jobs and payroll in industry, agriculture, commerce and natural resources; and,

WHEREAS, THE AUTHORITY is authorized pursuant to the Act to contract, to acquire, own, hold, lease, sell and convey real and personal property, tangible and intangible, to borrow

money, pledge and convey property as security therefor and to do all things necessary to the accomplishment of its purposes; and to accept gifts or grants; and,

WHEREAS, THE COUNTY owns and controls the real property and improvements thereon located at 1500 N. Jefferson Street Albany, Georgia, including certain additional adjoining property owned by THE COUNTY, comprising tax parcels 0000F/00007/001, 0000F/00007/004, 0000F/00007/005, and 0000F/00007/05A, more particularly identified in Exhibit "A" and incorporated herein by reference (the "Property"); and,

WHEREAS, the Property is currently underutilized and has the potential to become a catalytic project for THE COUNTY with vitality, and a sense of place and community; and

WHEREAS, THE COUNTY desires that the property be developed consistent with the a a Master Plan (the "Plan") for the redevelopment of the area in a manner that will spur additional development opportunities and create jobs in the County; and,

WHEREAS, THE COUNTY desires that the property be developed in a manner that provides for additional residential and commercial opportunities; and,

WHEREAS, THE AUTHORITY has had prepared a conceptual design for the development of certain public improvements and facilities, including a tennis and pickleball complex and a fire station, along with certain commercial and or residential units, a copy of which is attached hereto as Exhibit B and incorporated herein by reference (the "Concept"); and,

WHEREAS, THE COUNTY, consistent with the Plan, desires that the Property be developed in a public-private partnership between THE AUTHORITY and private developers in such as manner as is consistent with the Concept, or other development plan approved by THE COUNTY; and

WHEREAS, THE COUNTY wishes to enter into an Intergovernmental Agreement with THE AUTHORITY to provide for the development of a strategy for the redevelopment and revitalization of the Property, so as to enhance the downtown district of THE COUNTY, to promote public purposes, and to develop trade, commerce, industry and employment opportunities in THE COUNTY consistent with the Concept (the “Plan”); and,

WHEREAS, THE AUTHORITY agrees to manage and develop a strategy for the revitalization and redevelopment of Property, subject to the approval of both THE AUTHORITY and THE COUNTY; and

NOW THEREFORE, in consideration of the mutual promises, covenants and undertaking set forth herein, and detailed in the aforesaid recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, THE COUNTY and THE AUTHORITY do agree as follows:

1.

THE COUNTY shall retain all title and interest in the Property until such time as this agreement is modified to provide for the sale, lease or transfer of all or some portion of the Property to THE AUTHORITY or a third party pursuant to the Development Plan.

2.

THE AUTHORITY, shall use its best practices to manage the revitalization and redevelopment of the Property, to enhance the downtown district of THE COUNTY, to promote public purposes, and to develop trade, commerce, industry and employment opportunities in the County.

3.

- 3 -

THE AUTHORITY shall review and approve for submission to THE COUNTY, for THE COUNTY’s review and approval, any Development Plan for the Property.

4.

Both THE COUNTY and THE AUTHORITY agree to consider the use of such tools as are available to them to assist in funding public infrastructure or public improvement necessary for the development of the Area or any funding gaps required for the development pursuant to the Plan and the Concept, as they may determine to enhance the downtown district of the County, and/or promote public purposes, and/or develop trade, commerce, industry and employment opportunities in the County .

5

THE AUTHORITY is hereby expressly authorized to enter into certain Preliminary Development Agreements with a developer or developers consistent with this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three counterparts each to be considered as an original by their authorized representative, on the day and date hereinabove written.

DOUGHERTY COUNTY

By:_____

Its: Chairman

ALBANY DOUGHERTY PAYROLL

- 4 -

DEVELOPMENT AUTHORITY

By: _____

Its: Chairman

EXHIBIT "A"
PROJECT SITE



EXHIBIT "B"
CONCEPT

PRELIMINARY DEVELOPMENT AGREEMENT

THIS PRELIMINARY DEVELOPMENT AGREEMENT (the “Agreement”) is made and entered into as of this _____ day of _____, 2022 by and between the **ALBANY DOUGHERTY PAYROLL DEVELOPMENT AUTHORITY**, a corporate body politic, whose address is 222125 Pine Avenue, Suite 200 Albany, Georgia 31701 (the “Authority”) and **COMMUNITY DEVELOPMENT PARTNERS, INC.**, a Georgia corporation, whose address is 205 Corporate Center Drive, Suite B, Stockbridge, Georgia, 30281, in partnership with Urban Pulse Universal, LLC, a Georgia limited liability company, whose address is 2597 Lakeshore Dr, College Park, Georgia 30337 (collectively referred to herein as “CDP”).

R E C I T A L S

1. **WHEREAS**, the Authority has entered into an Intergovernmental Agreement (the “IGA”) with DOUGHERTY COUNTY (the “County”) for the redevelopment of certain property (said property being located at 1500 N. Jefferson Street Albany, Georgia, including certain additional adjoining property owned by the County, comprising tax parcels 0000F/00007/001, 0000F/00007/004, 0000F/00007/005, and 0000F/00007/05A and hereinafter referred to as the “Project Site” and more particularly identified in Exhibit “A” attached hereto); and,
2. **WHEREAS**, the County and the City of Albany are desirous of entering into an Intergovernmental Agreement (the “County/City IGA”) for the development of certain public improvements and facilities, including a tennis and pickleball complex and a fire station, which would enhance the potential for private development of the remainder of the Project Site; and,
3. **WHEREAS**, the date of execution of such County/City IGA shall constitute the Effective Date of this Agreement; and,
4. **WHEREAS**, the Authority is desirous of developing said property pursuant to such IGA, that furthers the economic interest the Authority, the County and of Albany and the County’s residents; and,
5. **WHEREAS**, CDP has extensive experience in the development of downtown properties, including the funding and structuring of such developments; and,
6. **WHEREAS**, CDP has proposed to provide to the Authority a development plan for the balance of the Project Site consistent with the goals and objectives of the Authority and 2010 Urban Redevelopment Plan, as such may from time to time be amended (the “Plan”); and,
7. **WHEREAS**, the Authority and CDP wish to enter into this Agreement in order to evidence and confirm various understandings between them with respect to certain rights and obligations with respect to the process of creating and approving an acceptable development plan.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the Authority and CDP agree as follows:

1. Recitals. The recitals set forth above are true and correct, and incorporated into this Agreement as if fully set forth herein.

2. General Intent. The purpose of this Agreement is to set forth the understanding of the parties with respect to certain rights and obligations in connection with the negotiation of the terms and conditions for the redevelopment of the Project Site (the “Project”) by CDP. The parties hereby recognize that one of the objectives of the redevelopment of the Project Site is to ensure that the facilities not only meet requirements of both the Authority and CDP, but also that they are designed to optimize the long-term success of the Project Site. This Agreement represents the mutual intent of the parties to negotiate in good faith to approve a Development Plan (as defined in Section 4 below) and complete and execute the necessary agreements for the development of the Project all within the Term (as defined in Section 6 below).

3. Selection of CDP as Developer. The Authority acknowledges and agrees that (a) CDP was selected by the Authority as the preferred developer of the Project, that CDP shall solicit, engage and negotiate with other joint venture development partners for the final development of the Project (the term “CDP” as used hereinafter shall refer to CDP and any such joint venture partners), and (b) the Authority has the authority to negotiate the terms and conditions for the development of the Project with CDP generally in accordance with the development provisions of the Code of the County. In consideration of the performance by CDP of its obligations hereunder, the Authority agrees to not formally or informally, solicit proposals or respond to unsolicited proposals or inquiries from any other party or enter into any other commitments, written or oral, with any other party in connection with or related to the Project during the Term of this Agreement.

4. Development Plan. CDP will prepare a development plan for the Project that will include the following: Within twelve (12) months of the Effective Date a conceptual design for the redevelopment of the Project Site shall be prepared by CDP, including the identification of any additional properties required to achieve the development. CDP shall also provide a preliminary development budget, preliminary financing package and preliminary pro forma including, if practicable, a business and operating plan for the Project, all of which shall be prepared in accordance with generally accepted industry standards for a commercial, residential or mixed-use development of the proposed size and nature contemplated by CDP. The foregoing is collectively hereinafter referred to as the “Development Plan.” CDP shall submit the Development Plan to the Authority for their approval, such approval not to be unreasonably withheld, delayed or conditioned. The Authority shall either provide their written approval or disapproval (specifying the basis for disapproval) and/or comments to the Development Plan. If the Authority disapproves or provides comments to the Development Plan, the parties shall continue to coordinate and cooperate with each other to obtain Authority approval of a Development Plan that fulfills the requirements of both the Authority and CDP. If the parties cannot agree upon a Development Plan then either the Authority or CDP may, upon written notice to the other, terminate this Agreement, in which event the parties shall have no further liability to one another under this Agreement except

as otherwise expressly set forth herein. CDP shall mark all copies of the Development Plan “Confidential – Proprietary Information”, including but not limited to all drawings, plans, pro forma, financing, lease or other legal structures pertaining to the proposed development. The Authority agrees that all such material shall be considered the work product of CDP and the Authority shall not copy, distribute, disseminate or otherwise share such materials with any other party, except as required by law, without the expressed written consent of CDP, which consent shall not be required without the payment of reasonable compensation therefore as may be agreed to by the parties in writing.

5. Lease/Sale/Transfer Negotiation. Upon approval of the Development Plan by the Authority, the Authority will enter into good faith negotiations for the lease/sale/transfer of the Project Site, as well as such additional property as is necessary to complete the Project, consistent with the approved Development Plan and all applicable laws including the development provisions of the Code/Ordinances of the County. Once the specific overall site to be leased/sold/transferred is determined, the Authority agrees to initiate and continue to completion any additional disposition process (es) as may be required by applicable laws including any disposition of any property from the County to the Authority if contemplated by the Development Plan. The term of any lease/sale/transfer shall be for a minimum of fifty (50) years for financing and/or tax credit purposes. CDP shall be permitted to collateralize the lease/sale/transfer in connection with any development loan(s). As part of the lease/sale/transfer negotiations, the parties agree to determine the practicality of structuring the transaction as a joint venture whereby the Authority, or a single asset entity created for such purpose conveys the property into a limited partnership or similar entity (in which CDP is also a partner or has a similar interest). If such structure is practical, the parties agree to proceed with negotiations based upon such Project structure as the preferred transaction structure. CDP, as either the lessee/purchaser/transferee or limited partner, shall have an option to purchase the property or the limited partnership interest of the Authority at a predetermined value upon the expiration of any tax credit recapture period or at a point in time set out in the lease/transfer document.

6. Term of Agreement. The term of this Agreement will commence upon the Effective Date and, unless terminated sooner pursuant to the provisions hereof, end on the date which is eighteen (18) months after the Effective Date (the “Term”); provided, however, if at such time the parties are still negotiating in good faith pursuant to Section 5 above, this Agreement shall not terminate and the Term shall continue until either (a) such negotiations are terminated (as evidenced by written notice from one party to the other that such party considers the negotiations terminated) or (b) the parties enter into a lease or other agreement for the development of the Project. Any written notice of termination shall be delivered to the other party at least forty-five (45) days prior to the date of termination.

7. Due Diligence. During the Term, CDP or its authorized agents, personnel, employees, or independent contractors shall be entitled to enter the Project site and any surrounding properties owned or controlled by the Authority on which the Project is to be developed for the purpose of making all inspections and investigations which CDP may deem necessary, including but not limited to environmental assessments, soil borings, engineering, environmental, and zoning studies and availability of utilities and insurance.

8. Assignment. The Authority acknowledges that the development of this Project may require the participation of other developers or development entities to achieve the full development plan. CDP, in its sole and absolute discretion, upon written notice to the Authority but without Authority consent, may assign this Agreement and all if its rights and obligations hereunder to an entity which CDP may create, it being understood and agreed that CDP may create a separate entity for development purposes; provided however, that any such assignee shall assume in writing all liabilities and obligations of CDP hereunder.

9. Notices. Notices hereunder shall be in writing and either hand delivered or sent by recognized overnight courier or certified mail, return receipt requested to the parties at the following addresses:

If to CDP:

Community Development Partners, Inc.
205 Corporate Center Drive, Suite A
Stockbridge, GA 30281

Attn: Kirby A. Glaze, President

If to the Authority:

**ALBANY DOUGHERTY PAYROLL DEVELOPMENT
AUTHORITY**
222 Pine Avenue
Albany, Georgia 31701

Attn: Jess Sinyard, Chairman

With a copy to (which shall not constitute notice):

Notices may also be sent by facsimile or electronic means (e.g., email) provided such is followed up with a hard copy sent in the manner set forth above. Notice will be effective upon delivery or refusal of delivery of notice. The addressees and addresses for notice may be changed by giving notice. Until written notice of a change in address is delivered, the last addressee and address stated in this Agreement will continue in effect for all purposes.

10. Miscellaneous.

10.1 Headings. The section and paragraph headings in this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or intent of any provision hereof.

10.2 Jurisdiction. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Georgia. Venue for litigation concerning this Agreement shall be in Dougherty County Georgia.

10.3 Severance. Should any clause or provision of this Agreement be determined to be illegal, invalid or unenforceable under any present or future law by final judgment of a court of competent jurisdiction, the remainder of this Agreement will not be affected thereby. It is the intention of the parties that if any such provision is held to be illegal, invalid or unenforceable, there will be added in lieu thereof a legal, valid and enforceable provision that is as similar as possible in terms to the illegal, invalid or unenforceable provision, which is agreed to by both parties.

10.4 Independent Contractor/Relationship of Parties. Nothing contained herein shall be deemed or construed as creating the relationship of principal and agent, partners, joint ventures, or any other similar such relationship between the parties hereto.

10.5 Third Party Beneficiaries. Neither the Authority nor CDP intend to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

10.6 Negotiated Agreement. Both parties have substantially contributed to the drafting and negotiation of this Agreement and this Agreement shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other. The parties hereto acknowledge that they have thoroughly read this Agreement, including all exhibits and attachments hereto, and have sought and received whatever competent advice and counsel was necessary for them to form a full and complete understanding of all rights and obligations herein.

10.7 Amendments. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement executed by the Authority and CDP.

10.8 Prior Agreements. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document, whether oral or written.

10.9 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

10.10 Police/Regulatory Powers. Authority cannot, and hereby specifically does not, waive or relinquish any of the County's regulatory approval or enforcement rights as they may relate to regulations of general applicability which may govern the subject matter of this Agreement. Nothing in this Agreement shall create or be deemed to create an affirmative duty of Authority to abrogate the County's sovereign right to exercise its police powers and governmental

powers by approving or disapproving or taking any other action in accordance with its zoning and land use codes, administrative codes, ordinances, rules and regulations, federal laws and regulations, and state laws and regulations. In addition, nothing herein shall be considered the approval or issuance of a development order or zoning by contract, or both.

10.11 Attorneys' Fees. If any party commences an action against the other party to interpret or enforce any of the terms of this Agreement or as the result of a breach by the other party of any terms hereof, the non-prevailing party shall pay to the prevailing party all reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action, including those incurred in any appellate proceedings, and whether or not the action is prosecuted to a final judgment and also including any attorneys' fees, costs and expenses incurred in connection with the enforcement of this Attorneys' Fees provision.

10.12 Waiver. No express or implied consent or waiver by a party to or of any breach or default by the other party in the performance by such other party of its obligations under this Agreement will be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other party of the same or any other obligations of such other party hereunder. Failure by a party to complain of any act or failure to act of the other party or to declare the other party in default, irrespective of how long such failure continues will not constitute a waiver by such party of its rights hereunder. The giving of consent by a party in any one instance will not limit or waive the necessity to obtain such party's consent in any future instance.

10.13 Warranty/Representation. Both Authority and CDP, respectively, have full power and authority to execute and deliver the Agreement and to bind the respective parties hereto.

10.14 Remedies Cumulative. No power or remedy of either party provided in this Agreement is intended to be exclusive of any other right, power, or remedy except as may be otherwise expressly set forth herein; each right, power and remedy is cumulative, concurrent and in addition to any other right, power or remedy of either party now or hereafter existing at law or in equity. Either party may pursue its rights, powers and remedies separately, successively or together against the other party. Failure by either party to exercise any right, power or remedy will not be construed as a waiver or release of such right, power or remedy.

10.15 Press Releases and Public Announcements. Neither party shall issue any press release or make any public announcement relating to the subject matter of this Agreement without the prior written approval of the other Party; provided, however, that any party may make any public disclosure it believes in good faith is required by applicable law (in which case the disclosing party shall use its reasonable best efforts to advise the other party prior to making the disclosure).

[Signatures are on the following page]

IN WITNESS WHEREOF, this Development Agreement is agreed to as of the date first above written by the undersigned parties.

CDP:

COMMUNITY DEVELOPMENT PARTNERS, INC.,
a Georgia corporation

By: _____
Kirby A. Glaze, President

AUTHORITY:

ALBANY DOUGHERTY PAYROLL DEVELOPMENT AUTHORITY,
a Georgia corporate body politic

By: _____
Name: Jess Sinyard
Title: Chairman

Attest:

By: _____
Authority Secretary

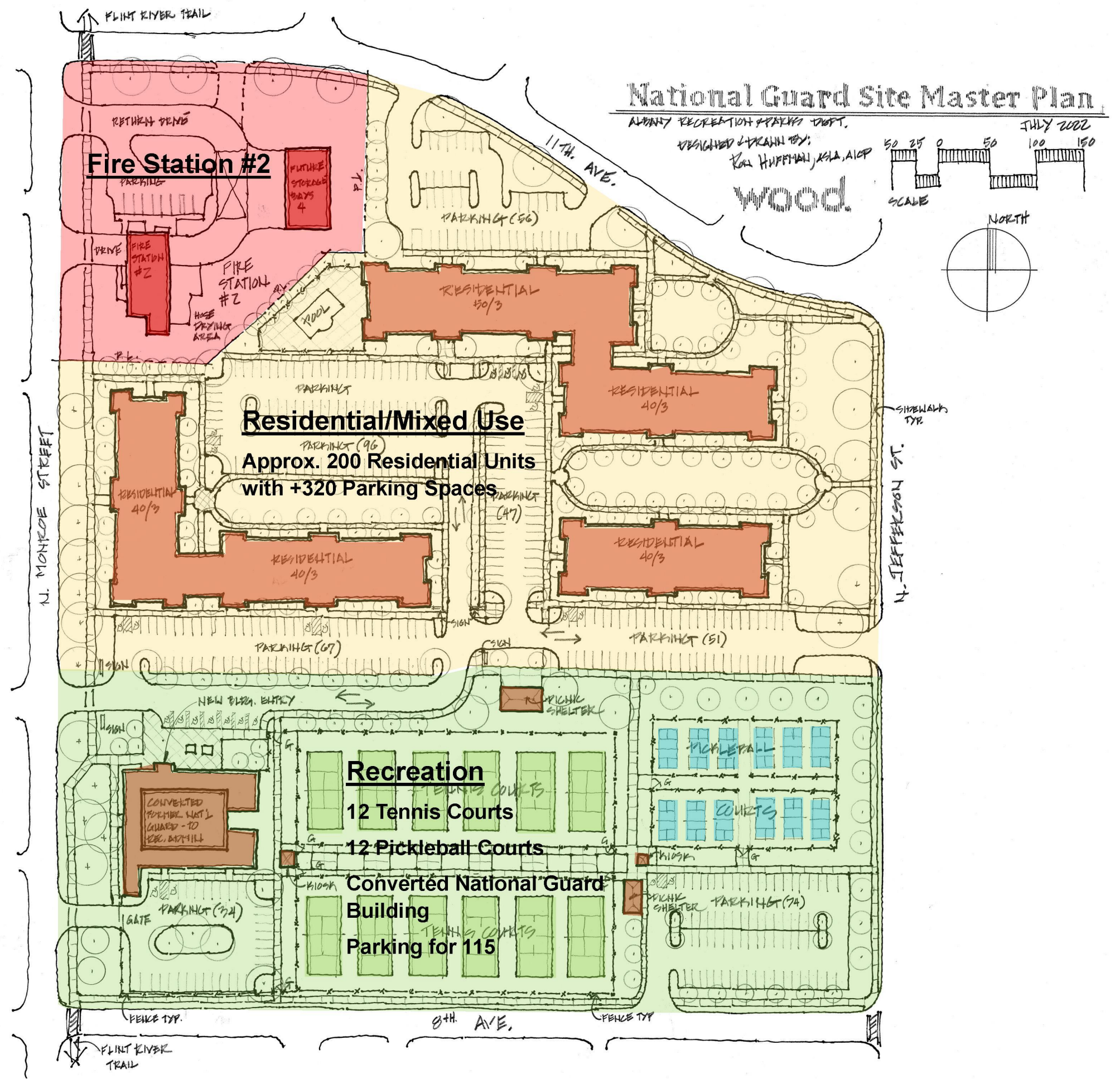
Approved as to legal form and sufficiency:

By: _____
Authority Attorney

EXHIBIT A



National Guard Site
Master Plan
Albany, Georgia
July 2022



Ronald Frederick Smith

Item 6a.

2101 Beacon Court
Albany, Georgia 31721
Home (229) 878-0334
Cell (229) 886-0111
email:godcan1@bellsouth.net

OBJECTIVE

To obtain a position utilizing my skills and experience in leadership.

EXPERIENCE

Risk Management, 9/1/1989 to 5/1/2007

Procter & Gamble, Albany, Georgia

- Responsible for training all plant employees in safety and accident prevention.
- Developed training plans for special common and unusual emergency conditions.
- Tested and maintained systems in compliance with codes and safety standards.
- Commander in charge of incidents and command crews at fire emergency.
- Responsible for inspecting plant and equipment according to NFPA and other federal and state guidelines.

Fire Commander, 6/1/1986 to 9/1/1989

Marine Corp. Logistic Base, Albany, Georgia

- Responded to incidents, extinguished and investigated causes of fire.
- Carried out fire prevention audits and record, report findings.
- Provide training to staff and visitors in fire awareness and prevention.
- Inspected and maintained all fire fighting and prevention equipment and kept records for auditing.
- Carried out fire assessments and all other duties in line with Fire Safety Order and review

Firefighter, 1/1/1984 to 6/1/1986

Albany Fire Department, Albany, Georgia

- Responded to fire and health emergency (EMT Certified).
- Performed under emergency situations; emergency medical services.
- Performed required inspection and maintenance on fire vehicles and equipment.

Electronic Engineer, 9/1/1979 to 9/1/1983

United States Army Military Intelligence, Fort Bragg, North Carolina

- Operated top secret electronic equipment to communicate highly classified material.
- Used troubleshooting techniques to test and repair tactical land line and mobile equipment.

EDUCATION

High School Diploma, 1979
Westover High School
Albany, Georgia

Albany Technical College, Diploma 2012-14
Design & Media
Hotel & Restaurant