



SPECIAL CALLED MEETING

December 12, 2022

Following the Work Session

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. Consider for action the Minutes of the November 21st Regular Meeting, November 28th Work Session, November 28th Special Called Meeting and November 29th State Delegation Meeting. **ACTION:**
4. Purchases.
 - a. Consider for action the recommendation to purchase eight desktop computers and ten mobile computer terminals from single source vendor Dell Technologies in the amount of \$46,358.81 for the Dougherty County Police Department. Funding is budgeted in ARPA. **ACTION:**
 - b. Consider for action the recommendation to accept the bid for the construction of the Flint River Trails (Albany State University to Downtown sector) from the lowest responsive and responsible bidder meeting specifications, HTS Construction (Albany, GA) in the amount of \$1,538,769.47 subject to execution of the contract by the County Administrator. Funding is available in SPLOST and TSPLOST. The Georgia Board of Regents was awarded \$750,000 for the project. **ACTION:**
5. Additional Business.
 - a. Consider for action the Alcohol Application from Family Dollar Stores of Georgia, LLC., Patricia Lynn Sawyer licensee, dba Family Dollar #31395, at 3907 Gillionville Road for Package- Beer and Wine. The Albany-Dougherty Marshal's Office recommends approval. **ACTION:**

- b. Consider for action the recommendation from the Emergency Medical Services Department to apply for the extension of the FY20 COSSAP Naloxone Initiative Grant through the Criminal Justice Coordinating Council in the amount of \$15,000. This is a 100% grant with no local match. **ACTION:**
 - c. Consider for action the recommendation to accept the list of roads to be resurfaced with the FY 2023 Local Maintenance & Improvements Grant (LMIG) funds (\$420,641.51), SPLOST VII Resurfacing (\$425,000), TSPLOST Resurfacing (\$2,000,000) and TSPLOST Striping (\$132,924.37). The total cost estimate for 25.15 miles is \$2,978,565.88. **ACTION:**
 - d. Consider for action the Resolution providing for the reappointment of the Dougherty County Police Chief through the extension of the employment agreement effective January 2, 2023 through January 1, 2024. **ACTION:**
 - e. Consider for action the Resolution providing for the reappointment of the County Administrator through the extension of the employment agreement effective December 12, 2022 through December 31, 2023 per section 1-3-23 of the Dougherty County Code of Ordinances. **ACTION:**
6. Adjourn.
- a. Consider for action the recommendation from the County Attorney to enter into executive session for the purposes of attorney-client privileged discussion regarding the settlement approach to LOST dispute 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

DRAFT

REGULAR MEETING MINUTES

November 21, 2022

The Dougherty County Commission met in Room 100 of the Albany-Dougherty Government Center on November 21, 2022. Chairman Christopher Cohilas presided and called the meeting to order at 10:00 a.m. Present were Commissioners Victor Edwards, Gloria Gaines, Russell Gray, Clinton Johnson and Anthony Jones. Also present were County Administrator Michael McCoy, County Attorney Alex Shalishali, 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. Commissioner Ed Newsome was absent.

After the invocation and Pledge of Allegiance, the Chairman called for approval of the minutes of the October 17th Regular Meeting, October 31st Work Session, and October 31st Special Called Meeting.

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

The Chairman called for consideration of the request from the Voter Registration and Elections Board to amend the General Fund Budget to fund early voting at the Civic Center and pay employees for extended hours in the amount of \$94,000. Chairman Frederick Williams and Elections Supervisor Ginger Nickerson addressed. Chairman Williams shared that a runoff election will occur and asked the Board to consider extending the budget to use the Civic Center again for citizens to vote. Upon a question by Commissioner Johnson, Chairman Williams said that the turnout at the Civic Center was about 40%. Commissioner Gray reminded them of the Candy Room's availability and free usage. Bishop Williams stressed that the Civic Center is a safer place for the voters and better for traffic flow. Commissioner Johnson asked that we find a way to boost our turnout for voting. Commissioners Edwards and Gaines provided thanks to Bishop Williams for all of his hard work. Commissioner Johnson asked that the precinct locations be placed on an easel at the Civic Center to help assist voters [needing to vote on Election Day]. Mrs. Nickerson informed the Commission that the public service announcement will be provided to the citizens and the City of Albany agreed to pay half of the cost.

Commissioner Jones moved for approval. Commissioner Johnson seconded the motion. The motion for approval passed with five ayes and one nay by Commissioner Gray.

The Chairman opened the public hearing for Vicente S. Sontay, owner and Lanier Engineering, Inc., applicant (22-074) request for special approval to construct a Religious Institution with a cemetery (church) in a R-2 (Single-Family Residential District). The parcel is a 5.0-acre vacant parcel. The property is located at 1416 Nelms Rd. The Planning Commission recommended approval. Angel Gray, Planning Manager, addressed.

Lanier Engineering Director Bobby Donnelly spoke in favor of the special approval on behalf of Mr. Sontay. He shared that a detailed report had been done and they proposed to leave a buffer around the edges. He mentioned relative to the cemetery, the ordinance does not have many specifics. It was shared that the state handles the plot and sizing but there has to be approval of the request from local government in order to operate a cemetery. President of the Putney Neighborhood Watch Willie Williams spoke in opposition to the special approval and shared that this could affect the property value of the homes in the area. He also said that the cemetery could affect the underground water in which most of the citizen's water is supplied by a well. Citizen William Kincheloe spoke in opposition to the special approval due to the concern about traffic flow in the neighborhood. Citizen Benny Porter spoke in opposition to the special approval due to the location of the church which is close to a dangerous intersection. He mentioned that GDOT has proposed safety improvements to reconfigure the intersection and felt that it would be best to reconsider the special approval after the research has been done. Citizen Todd Mims spoke in opposition to the cemetery. Citizen Grace Thomas spoke in opposition to the cemetery and echoed the same thoughts about the underground water concerns. Citizen Dean Phinazee was in opposition to the special approval. Citizen William Napp was in opposition to the special approval. Citizen Rashunda Trice was in opposition to the cemetery and shared contamination concerns. Citizen Edna Kincheloe was in opposition to the special approval. During the public hearing, the Coroner was added to address questions pertaining to burying individuals with or without a casket; but was not able to confirm if residuals [from bodies] enter ground water. There being no additional comments regarding the proposed matter, the Chairman closed the public hearing.

The Chairman opened the public hearing for Ivy RV Park, LLC, owner and Joseph Jackson, applicant (22-077) request for special approval to construct a Recreational Vehicle Park in a C-8 (Commercial Recreation District). The parcel is a 4.195-acre vacant parcel. The property is located at 3420 Sylvester Rd. The Planning Commission recommended approval. Angel Gray, Planning Manager, addressed. Mr. Jackson thanked the Commission and was available to them for any questions. There being no additional comments regarding the proposed matter, the Chairman closed the public hearing.

The Chairman called for consideration to approve the proposed alcoholic beverage license renewals for Calendar Year 2023. Chief Deputy Anthony Donaldson recommended approval.

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

The Chairman called for consideration of the recommendation from the Emergency Medical Services Department to apply for a First Responders State Microgrant in the amount of \$20,000 for the use of equipment, supplies, technology, and other materials directly related to first responder functions. This is a 100% grant with no local match. The application deadline is November 22, 2022. EMS Director Sam Allen was present to address.

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

The Chairman called for consideration of the proposed board appointments.

Upon nomination by Commissioner Gray, incumbent Arwena Jones was unanimously recommended to the City of Albany for ratification of the appointment for the Joint Board of Adjustments and Appeals.

Upon nomination by Commissioner Johnson, incumbents Thomas Driggers (joint) and Clint Newsome (joint) were unanimously recommended to the City of Albany for ratification of appointment and incumbents Quianna Lavant (County) and Clifford Tolbert (rotational) were reappointed to the Air Conditioning, Heating & Ventilation Board for a one-year term ending December 31, 2023.

Upon nomination by Commissioner Johnson, incumbent Sonja Johnson was unanimously reappointed to the Citizens Transportation Committee for a three-year term ending December 31, 2025. The County will re-advertise for one vacancy to fill a three-year term ending December 31, 2025.

Upon nomination by Commissioner Johnson, incumbents Lawrence Knighton and Matt Reed were unanimously reappointed to the Economic Development Commission for a two-year term ending December 31, 2024. Upon nomination by Commissioner Johnson, the recommendation for Emmett Griswold to replace Dr. Anthony Parker was accepted for a two-year term ending December 31, 2024.

Upon nomination by Commissioner Johnson, incumbent Sanford Hillsman (rotational) was unanimously reappointed to the Electrical Board for a one-year term ending December 31, 2023. The County will re-advertise for four vacancies to fill a one-year term ending on December 31, 2023.

Upon nomination by Commissioner Johnson, incumbent Rosa Malone was unanimously recommended to the City of Albany for ratification of the appointment to the Fire Code of Appeals. The County will re-advertise for three vacancies to fill a three-year term ending December 31, 2025.

The County will re-advertise for two vacancies to fill a three-year unexpired term ending December 31, 2024 for the Flood Plain Management Review Board.

Upon nomination by Commissioner Johnson, incumbent Sanford Hillsman (County) was unanimously reappointed to the Gas Board for a one-year term ending December 31, 2023 and incumbent Rhett Parker (joint) was recommended to the City of Albany for ratification of appointment. The County will re-advertise for one vacancy to fill a one-year term ending December 31, 2023.

Upon nomination by Commissioner Johnson, incumbent Doug Wilson was unanimously reappointed to the Golden Triangle RC & D Council for a two-year term ending December 31, 2024. The County will re-advertise for one vacancy to fill a two-year term ending December 31, 2024.

Upon nomination by Commissioner Johnson, incumbent Dr. Charles King Jr. was unanimously reappointed to the Dougherty County Health Board for a six-year term ending December 31, 2028.

Upon nomination by Commissioner Johnson, incumbents Angela Cain Jones, Quianna Lavant and Kenneth Loudenbarger were unanimously reappointed to the Historic Preservation Commission for a two-year term ending December 31, 2024. Upon nomination by Commissioner Johnson, the recommendation for Will Davis to replace Bryant Harden was unanimously accepted for a two-year term ending December 31, 2024.

Upon nomination by Commissioner Johnson, incumbent Dorothy Hubbard was unanimously reappointed to the Albany/Dougherty Hospital Authority for a five-year term ending December 31, 2027. Upon nomination by Commissioner Edwards, the recommendation for Sheri Barlow to be appointed for a five-year term ending December 31, 2027 passed with four ayes and two nays by Commissioners Gaines and Gray. The nomination for Sharon “Nyota” Tucker

made by Commissioner Gaines failed by receiving only two votes from Commissioner Gray and Commissioner Gaines.

Upon nomination by Commissioner Johnson, incumbents J.D. Sumner, Lew Culpepper and Jay Smith were unanimously reappointed to the Keep Albany Dougherty Beautiful Board to fill a three-year term ending December 31, 2025. Upon a nomination by Commissioner Johnson, the recommendation for Jerry Goodman to replace Bryant Harden was unanimously accepted for a three-year unexpired term ending December 31, 2024. Upon a nomination by Commissioner Johnson, the recommendation for Tomekia Cooper to replace Lisa Harrell was unanimously accepted for a three-year term ending December 31, 2025. KADB will re-advertise for one vacancy to fill a three-year term ending December 31, 2025.

Upon nomination by Commissioner Johnson, incumbent Dr. Brenda Hodges Tiller was unanimously reappointed to the Library Board of Trustees for a three-year term ending December 31, 2025. Upon nomination by Commissioner Johnson, Haryl Dabney was appointed for a three-year term ending December 31, 2025 (replacing Will Davis) with four ayes by Chairman Cohilas and Commissioners Edwards, Johnson, and Jones and three nays. The nomination for Will Davis made by Commissioner Gaines failed by receiving only three votes by Commissioner Gray, Commissioner Gaines, and Chairman Cohilas. Upon nomination by Commissioner Gray, Dr. Joseph Stubbs was appointed for a three-year term ending December 31, 2025, with five ayes and one nay by Commissioner Gaines. The nomination of Will Davis made by Commissioner Gaines failed due to a lack of a second vote.

Upon nomination by Commissioner Jones, incumbents Billy Merritt, Art Brown and Jimmy Hall Jr were unanimously reappointed to the Planning Commission for a three-year term ending December 31, 2025.

Upon nomination by Commissioner Jones, incumbents Lee Eppley (Master Plumber), Rhett Parker (Master Plumber) and Glenn Harris (Citizen Member) were unanimously reappointed to the Plumbing Board for a one-year term ending December 31, 2023.

Upon appointment by Chairman Cohilas, incumbent Greg Rowe (retiree representative) was unanimously reappointed to the Retirement Fund Committee for a four-year term ending December 31, 2026. The County will re-advertise for one vacancy to fill a four-year term ending December 31, 2026. The Chairman asked staff to contact to John Inman IV to see if he desires to serve on this board.

Upon nomination by Commissioner Johnson, incumbent Glenn Harris was unanimously reappointed to the Southwest Georgia Community Action Council for a one-year term ending December 31, 2023.

Upon nomination by Commissioner Johnson, incumbent Sonya Johnson was unanimously reappointed to the Southwest Georgia Housing Task Force for a one-year term ending December 31, 2023.

Upon nomination by Commissioner Johnson, Raymond Breaux (County) was unanimously reappointed to the Southwest Georgia Community Action Council for a one-year term ending December 31, 2023. Upon appointment of Chairman Cohilas, Commissioner Anthony Jones was reappointed to serve as his designee for the Southwest Georgia Regional Commission with a one-year term ending December 31, 2023. The County will re-advertise for one vacancy to fill a one-year term ending December 31, 2023.

Upon nomination of Commissioner Johnson, incumbent William Ashberry was unanimously reappointed to the Tax Assessors Board for a three-year term ending December 31, 2025.

Upon nomination of Commissioner Gray, incumbent Frederick Williams was unanimously reappointed to the Voter Registration and Elections Board for a two-year term ending December 31, 2024.

The Chairman called for consideration of the resolution confirming the appointment to the Dougherty County Board of Tax Assessors for the term beginning January 1, 2023 and ending December 31, 2025.

Commissioner Johnson moved for approval. Upon a second by Commissioner Jones, the motion for approval passed unanimously. Resolution 22-052 is entitled:

A RESOLUTION
ENTITLED

A RESOLUTION PROVIDING FOR THE APPOINTMENT OF
MEMBER TO POST 1 OF THE DOUGHERTY COUNTY BOARD
OF TAX ASSESSORS FOR A TERM BEGINNING
JANUARY 1, 2023 AND ENDING DECEMBER 31, 2025;
REPEALING RESOLUTIONS OR PARTS OF RESOLUTIONS IN
CONFLICT HEREWITH; AND FOR OTHER PURPOSES.

The Chairman called for the zoning consideration for the Fish House Campgrounds, Inc, owner and Lanier Engineering, Inc., applicant (22-022) request for special approval to operate a Women's Recovery Center in a C-1 (Neighborhood Mixed-Use Business District). The parcel is a 73.261 acre developed parcel. The property is located at 2908 Gillionville Road. The Planning Commission recommended approval. According to the Georgia Zoning Procedures Law and Conflict of Interest in Zoning Actions 36-66-4(f)&(g), the public hearing on this consideration shall be held at least six months and no more than nine months prior to the date of final action on the zoning decision. The Dougherty County Commission presented the application for special approval in the May 16, 2022 Regular Meeting. Angel Gray, Planning Manager, addressed.

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

The Chairman called for the zoning consideration for Vicente S. Sontay, owner and Lanier Engineering, Inc., applicant (22-074) request for special approval to construct a Religious Institution with the cemetery (Church) in a R-2 (Single-Family Residential District). The parcel is a 5.0-acre vacant parcel. The property is located at 1416 Nelms Rd. The Planning Commission recommended approval.

Commissioner Jones moved to deny the special approval. Commissioner Edwards seconded the motion. Under discussion, Commissioner Johnson confirmed that the citizens did not come before the Planning Commission. Mr. Donnelly shared that the owner would not have any issues if the cemetery was removed. Planning Manager Angel Gray shared that the legality of the withdrawal process of an application and said that it would have to take place before the public hearing. Commissioner Gray offered a substitute motion to construct the church without the cemetery. Chairman Cohilas suggested that the application come back to the Commission after the safety measure was reconsidered by GDOT. Commissioner Gaines echoed the same information. Commissioner Johnson said that he did not think that traffic should be a major [focus]. The substitute motion failed due to a lack of a second and the original motion to deny carried with five ayes and one nay by Commissioner Gray.

The Chairman called for the zoning consideration for Ivy RV Park, LLC, owner and Joseph Jackson, applicant (22-077) request for special approval to construct a Recreational Vehicle Park in a C-8 (Commercial Recreation District). The parcel is a 4.195-acre vacant

parcel. The property is located at 3420 Sylvester Rd. The Planning Commission recommended approval.

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

Commissioner Gaines asked for clarification on the email that was sent by Attorney Shalishali referencing overtime. She said that her request was for a policy regarding the issue of exempt employees. Attorney Shalishali shared that FLSA is the policy that requires paying overtime to non-exempt employees and exempt employees with discretion. He added there is no blanket band to providing overtime to exempt employees. Mr. McCoy shared that he reacted to a department manager's request and his predecessor made equivalent decisions relative to overtime. Commissioner Edwards clarified that he wanted Mr. McCoy's practice to continue. Chairman Cohilas said that a discussion about the overtime policy for exempt employees with discretion could be placed on the next Work Session upon the decision of Mr. McCoy.

Commissioner Gray provided an update on the recent ChalkFest event hosted by the Albany Museum of Art.

There being no further business to come before the Commission, the meeting adjourned at 12:29 p.m.

CHAIRMAN

ATTEST:

COUNTY CLERK

DOUGHERTY COUNTY COMMISSION
WORK SESSION MEETING MINUTES

DRAFT

November 28, 2022

The Dougherty County Commission met in Room 100 of the Albany-Dougherty Government Center on November 28, 2022. Vice Chairman Clinton Johnson presided and called the meeting to order at 10:05 am. Present were Commissioners Victor Edwards, Gloria Gaines, Russell Gray, Anthony Jones, and Ed Newsome. Also present were County Administrator Michael McCoy, 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. Chairman Christopher Cohilas was absent.

The Vice Chairman asked the Commission to review the minutes of the November 7th Regular Meeting and November 14th Work Session.

The Vice Chairman recognized William Wright, representative for AFRAM Tech, Inc. to continue discussing an issue of unfair practices with ARPA funding. Mr. Wright said the primer is about building capacity within the City. Commission Gray said that delegations pertain to items that have not had a public hearing. He also asked that Mr. Wright condense his time down to the actual topic requested. Vice Chairman Johnson asked Mr. Wright to bring back information pertaining to the dates for his upcoming workshops.

The Vice Chairman called for a discussion to purchase one John Deere 350P Excavator from state contract vendor Deere & Company (Cary, NC) for Public Works. The local vendor, Dobbs Equipment (formerly known as Flint Equipment) will be servicing the unit. The purchase price is \$366,161.37 with a proposed trade-in value of \$110,000 for Unit #511519. The actual cost will be \$256,161.37. Funding is budgeted in SPLOST VII- Storm Drainage Improvement. County Administrator Michael McCoy addressed. Public Works Director Chuck Mathis and City of Albany Buyer Cory Gamble were present. Mr. McCoy recommended approval and said that it was past the life cycle.

The Vice Chairman called for a discussion to purchase one John Deere 300P Excavator from state contract vendor Deere & Company (Cary, NC) for Public Works. The local vendor, Dobbs Equipment (formerly known as Flint Equipment) will be servicing the unit. The purchase price is \$332,446.61 with a proposed trade-in value of \$80,000 for Unit #511450. The actual cost will be \$252,446.61. Funding is budgeted in SPLOST VII- Storm Drainage Improvement. County Administrator Michael McCoy addressed. Public Works Director Chuck Mathis and City of Albany Buyer Cory Gamble were present. Mr. McCoy recommended approval and said that it was past the life cycle.

The Vice Chairman called for a discussion of the proposed county priorities that will be presented to the State Legislative Delegation for the meeting on Tuesday, November 29, 2022.

County Administrator Michael McCoy addressed. Action on this item is scheduled in the following Special Called Meeting. Mr. McCoy shared the local proposed projects as follows:

- \$1.5 million for the Radium Springs Amphitheater
- \$200,000 for an Intergenerational Facility Feasibility Study
- \$2.5 million for County Parks Improvements
- \$699,000 for the Westtown Library Improvements
- EMS Medicaid Reimbursement
- LMIG Program Funding
- Mental Health Reform
- State assuming full Financial Responsibility for State Prisoners
- LOST Renegotiations
- Public Notification of Tax Increase

Vice Chairman Johnson thanked Mr. McCoy for the EMS reimbursement and asked him to present to the delegation the cost of the loss of 10 miles relative to ambulance transports. Mr. McCoy shared that he would ask the legislature to consider developing a process to help future LOST renegotiations run smoother. It was shared how important it is to provide an ask and to allow the Legislature to determine if funding can be granted. Commissioner Gaines asked that this information be given to the Board ahead of time to examine and have a comprehensive review. Commissioner Edwards asked about funding for Radium Springs and other projects. Commissioner Johnson suggested that we put these ask under our “wish list” because local parks are within the County budget. Commissioner Edwards asked for a code enforcement ordinance to be added as an ask and Commissioner Gaines asked for funding for the libraries. Mr. McCoy shared he has tried to provide various “out of the box” ideas to the Board, especially throughout the unincorporated areas, as requested; and the list reflects the progressive attempts. Commissioners Edwards and Gaines agreed with Mr. McCoy and provided kudos to him.

The Vice Chairman called for a review of the FY23 ARPA Budget in consideration of funding for the unbudgeted expense to make basketball court improvements at Robert Cross Park in the proposed budget amount of \$55,151.22. FY23 ARPA Contingency is the recommended funding source. County Administrator Michael McCoy addressed. Action on this item was scheduled in the following Special Called Meeting. Mr. McCoy provided the Board with an overview of the available funding from the FY23 ARPA budget with a carryover tranche total of \$10 million which the Board approved. Commissioners Gaines and Johnson asked about funding for housing. There was a clarification on the desires of the Board by Vice Chairman Johnson. Mr. McCoy reminded the Board that they approved their priorities on ARPA funding. He added that if the Board is interested in housing, he will need clarity on what they would like and would provide new recommendations. A lengthy conversation ensued. Vice Chairman Johnson asked that a housing discussion be brought back to the Commission in a Work Session on ARPA FY23 Budget.

The Vice Chairman called for a discussion of the County’s adherence to the Fair Labor Standards Act and the payment of overtime. County Administrator Michael McCoy and County Attorney Alex Shalishali addressed. Human Resource Interim Erica Potts was present.

Mr. McCoy provided the historical context of the two issues that sparked the topic being brought to the Board. Commissioner Johnson clarified the initial concern and shared that Commissioner Edwards supported the administrator's duties. He also said that there were no accusations of Mr. McCoy and having multiple discussions on this topic was not needed. Mr. McCoy shared that Commissioner Gaines requested on November 23rd that this be added to the agenda. Commissioner Gaines told the Board that she believed there should be a policy. Vice Chairman Johnson stated that this is under the administrator's authority and asked the attorney to address. Attorney Shalishali shared his concerns about the continued discussion, FSLA, and other policies. He also made it clear that this was within the administrator's abilities and warned the Board of potential exposure to the County. It was also shared that nothing was unlawful relative to this situation. Commissioner Gaines shared that she was just seeking clarity and this should be standardized. The Vice Chairman stressed that we should not continue to dig into information pertaining to operations and decided that the topic be removed from the agenda.

Mr. McCoy clarified that only \$2,600 was provided to the employees. Commissioner Gaines restated her opinion on how to pay should be provided to nonexempt employees. Vice Chairman Johnson recognized the efforts of the Deerfield football team, and he presented a ACCG Specialty Track plaque to Commissioner Newsome.

There being no further business to discuss the Commission adjourned for a Special Called Meeting at 12:26 p.m.

CHAIRMAN

ATTEST:

COUNTY CLERK

DOUGHERTY COUNTY COMMISSION
SPECIAL CALLED MEETING MINUTES

DRAFT

November 28, 2022

The Dougherty County Commission met for a Special Called Meeting in Room 100 of the Albany-Dougherty Government Center on November 28, 2022 immediately following the Work Session. Vice Chairman Clinton Johnson presided and called the meeting to order at 12:26 pm. Present were Commissioners Victor Edwards, Gloria Gaines, Russell Gray, Anthony Jones and Ed Newsome. Also present were County Administrator Michael McCoy, 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. Chairman Christopher Cohilas was absent.

The Vice Chairman called for consideration to approve the county priorities that will be presented for the State Legislative Delegation Meeting on Tuesday, November 29, 2022.

Commissioner Gray moved for approval. Commissioner Newsome seconded the motion. Under discussion, Mr. McCoy asked for clarity on the additional suggestions made in the Work Session. The Board asked Mr. McCoy to determine if the code [ordinance] can be changed locally. If it cannot and is a state law, then it will be presented to the Delegation. Commissioner Johnson added that the code enforcement policy discussion will not be a priority for the State Meeting. Commissioner Gaines did not have a funding amount for the library request. It was shared by the Board to direct Mr. McCoy to include Library Director Gail Evans and Chairman Walter Kelley in this funding discussion and to address it if needed. The amendment to the motion to include the direction given to Mr. McCoy was approved with the same motion and second. There being no further discussion, the motion passed unanimously.

The Vice Chairman called for consideration to approve the use of FY23 ARPA Contingency funds in the budgeted amount of \$55,151.22 for Robert Cross Park basketball court improvements.

Commissioner Edwards moved for approval. Commissioner Gaines seconded the motion. The motion passed with five ayes and one nay by Commissioner Gray.

There being no further business to come before the Commission, the meeting adjourned at 12:32 pm.

CHAIRMAN

ATTEST:

COUNTY CLERK

DOUGHERTY COUNTY COMMISSION
STATE DELEGATION MEETING MINUTES

DRAFT

November 29, 2022

The Dougherty County Commission met with the State Delegation in Room 120 of the Albany Dougherty Government Center on November 29, 2022 at 8:43 a.m. State Officials in attendance were Representative Gerald Greene, Senator Freddie Powell-Sims and Representative David Sampson. Chairman Christopher Cohilas, Commissioners Gloria Gaines, Russell Gray, Clinton Johnson, Anthony Jones, and Ed Newsome were present. Staff in attendance were County Administrator Michael McCoy and Deputy County Clerk Bristeria Hope. Representatives of the media, other staff and citizens were present.

Representative Greene opened the meeting with comments and turned the meeting over to Chairman Cohilas. The Chairman shared that some of the asks were local and some were ACCG issues; but the County is supportive of all. There were specific thanks given to the legislatures for the Radium Springs project and the success of the recent event was shared. The Chairman also encouraged the Delegation to visit Radium Springs to view the renovations that have occurred.

In terms of a financial ask this year, the Chairman focused on the proposed projects for state funding such as the Radium Springs Amphitheater and an Intergenerational Facility Feasibility Study. He highlighted the Westtown library improvements need for an ask of \$699,000 and said that it is a critical meeting space and generates revenue. The Chairman spoke on the multi-use of the trail segments downtown to Chehaw and how it is a huge asset to the County; shared the success of grants that the County has utilized and mentioned Putney Park and the significant improvements needed. Representative Greene asked for a breakdown budget for Putney Park and Chairman Cohilas said he will provide. Senator Freddie Powell-Sims stressed the importance of maintaining the lawn services within the County parks. The Chairman mentioned the importance of LOST renegotiation and asked for legislative input. He discussed the EMS Medicaid Reimbursement and the impact it has on the community and shared the ask for funding that would help to properly address the challenge to assist prisoners with mental health and substance abuse issues. Representative Greene asked for a breakdown of the number of prisoners that are on the County's "tab" and Chairman Cohilas said he would provide.

After no further concerns were presented in the meeting, the County Commission members were dismissed at 9:27 a.m.

Bristeria Hope, Deputy County Clerk



**DOUGHERTY COUNTY BOARD OF COMMISSIONERS
ADMINISTRATION**

Agenda Item

Date: December 7, 2022
Meeting Date: December 12, 2022
Subject/Title: Computers for DCP
Presented for: Decision
Presenter: Michael McCoy, County Administrator

Statement of Issue:

DCP is requesting to purchase eight desktop computers and ten Mobile Computer Terminals (MCT).

History/Facts and Issues:

DCP is requesting to purchase eight desktop computers and ten mobile computer terminals from the vendor Dell Technologies in the amount of \$46,358.81. This quote includes the computer towers, monitors, laptop terminals, and in-car docking stations. The vendor will provide service for DCP via the City of Albany's Technology and Communications Department (TAC). The MCT computers will be placed in patrol vehicles to replace the current outdated and worn equipment and the desktop computers will replace current computers that have exceeded their life expectancy.

Recommended Action:

Recommend Dougherty County Commission approve the purchase of computers and MCTs for DCP for a total expenditure of \$46,358.81 from single source vendor Dell Technologies.

Funding Source:

ARPA



PROCUREMENT RECOMMENDATION

DATE: December 05, 2022

TITLE: Flint River Trails ASU – Downtown

DEPARTMENT: DOCO Public Works

REFERENCE NUMBER: 23-043

ACCOUNT: 4110

OPENING DATE: December 02, 2022

BUDGET AMOUNT: \$1,600,000.00

BUYER: Ricky Gladney

DEPARTMENT CONTACTS: Jeremy Brown

Joshua Williams

Joshua Williams, Procurement Manager

RECOMMENDATION:

Recommend contracting with HTS Construction, of Albany, GA for Flint River Trails ASU - Downtown in accordance with referenced bid for a total expenditure of \$1,538,769.47

BACKGROUND INFORMATION:

Bid Ref. #23-043 was advertised in the Albany Herald, on the access channel, Facebook, on our website, and posted to the Georgia Procurement Registry. Bids were directly solicited to 32 potential vendors of which six (6) attended the pre-bid meeting. Three (3) bids were received. The scope of work in this project includes installation of a new section of the Flint River Trails that connects Albany State University with the existing Downtown Albany trails. The contract time for this project is two-hundred and forty (240) days. Three (3) references were checked on behalf of HTS Construction, with all references providing positive feedback on the company's previous work. HTS Construction has met all the requirements for contract award.

Jeremy Brown, Engineering Manager, Dougherty County concurs with this recommendation.

COUNTY ADMINISTRATOR ACTION:

APPROVED

DISAPPROVED

HOLD

COMMENTS:

12-6-22

DATE

[Signature]

COUNTY ADMINISTRATOR

List of Documents Attached:

- Business Documents
- Bid Tabulation Sheet

CENTRAL SERVICES

BID SCHEDULE - REVISED (ADDENDUM No. 1)
 FLINT RIVER TRAILS - ASU TO DOWNTOWN
 DOUGHERTY COUNTY, GA

ROADWAY / TRAIL ITEMS- Section 1

Line	Item Number	Quantity	Unit	Item Description	Unit Price	Extension
1	1402-1000	1	LS	MOBILIZATION	\$5,500.00	\$5,500.00
2	1500-1000	1	LS	TRAFFIC CONTROL	\$3,500.00	\$3,500.00
3	2100-1000	1	LS	GRADING COMPLETE (INCLUDING DEMOLITION AND TREE REMOVAL) (30%)	\$263,018.57	\$263,018.57
4	2222-1002	140	CY	ROOT BRIDGING	\$115.00	\$16,100.00
5	441-0105	5,901	SY	CONCRETE TRAIL, PLAZAS, POCKET PARKS, 3000 PSI, 5 IN (T), 10-12 FT (W), (INCL. PADDS)	\$59.71	\$352,348.71
6	441-0105	2,500	SY	CONCRETE TRAIL, PLAZAS, POCKET PARKS, 4000 PSI, 6 IN (T), 10-12 FT (W), (INCL. TURNDOWN)	\$58.00	\$145,000.00
7	441-5002	50	LF	CONCRETE HEADWALL CURB, 6 IN TP 2	\$20.00	\$1,000.00
8	457-1005	435	SY	EGG GRID BAZZAL (ROOT BRIDGING)	\$25.00	\$10,875.00
9	500-3800	34	CY	CONCRETE STAIRS, 13FT WIDE, CL. A, INCL. STEEL STA. 56+45	\$2,550.00	\$86,700.00
10	516-0001	34	LF	ALUMINUM HANDRAIL, FOR STAIRS, SEE DETAIL 403+04	\$89.00	\$3,026.00
11	611-5551	1	LS	RISER ALL HIGHWAY & MISC. SIGNS	\$500.00	\$500.00
12	611-8120	2	EA	RAISE UTILITY TO GRADE (WATER, GAS, ELECTRIC, ETC)	\$500.00	\$1,000.00
13	636-1033	22	SF	MUTED HIGHWAY SIGNS & HANDICAP PARKING SIGN, SEE DETAIL 703+02	\$20.00	\$440.00
14	636-1041	2	EA	HIGHWAY SIGN POSTS, 12 PIPER GIXOT	\$39,900.00	\$79,800.00
15	636-1041	1	LS	ALUMINUM TRAIL SIGNAGE COMPLETE (POST, CONC. SIGN, MATH)	\$65.00	\$65.00
16	643-1432	180	LF	CHAIN LINK FENCE, BLACK VINYL COATED 4 FT HGT	\$1,060.00	\$190,800.00
17	652-0091	3	EA	THERMOPLASTIC PAVEMENT MARKING SYMBOL (SEE SHEET TABLE; DETAIL 60D+02)	\$2,623.00	\$7,869.00
18	652-0095	2	EA	THERMOPLASTIC PAVEMENT MARKING, HANDICAP SYMBOL	\$2,100.00	\$4,200.00
19	652-3301	94	LF	THERMO SOLID TRAP STRIPE, 24 IN MMA GREEN (CROSSWALKS), SEE DETAIL 50D+02	\$55.10	\$5,179.00
20	652-3301	24	LF	THERMO SOLID TRAP STRIPE, 24 IN WHITE STOP BAR	\$110.00	\$2,640.00
21	652-3301	245	LF	THERMO SOLID TRAP STRIPE, 4 IN, YELLOW (TRAIL CL)	\$1.25	\$303.75
22	682-6222	245	LF	CONDUIT, 2 IN SCH 40 PVC, PER GEORGIA POWER (INCL. ALL ACCESSORIES PER DETAILS)	\$10.00	\$2,450.00
23	682-9020	16	EA	ELECTRIC JUNCTION BOXES FOR FUTURE LIGHTING	\$1,625.00	\$26,000.00
24	754-4000	2	EA	WASTE RECEPTACLE UNIT (SEE DETAIL 20D+04)	\$1,031.00	\$2,062.00
25	754-4000	4	EA	METAL BENCH (SEE DETAIL 10D+04)	\$1,997.00	\$7,988.00
26	900-0526	6	EA	FIXED STEEL BOLLARDS	\$850.00	\$5,100.00
27	900-0527	3	EA	STEEL REMOVABLE BOLLARD	\$1,500.00	\$4,500.00
28	001-4000	1	ALLOW	MATERIALS TESTING ALLOWANCE	ALLOW	\$10,000.00
SECTION 1 (Items #1 -28) SUBTOTAL					\$977,923.27	

BRIDGES / RETAINING WALLS- Section 2

Line	Item Number	Quantity	Units	Item Description	Unit Price	Extension
29	500-3107	25	CY	RETAINING WALL WITH LANDBALL, 125 LF (STA 10+60)	\$2,200.00	\$55,000.00
30	500-3107	60	CY	TURNDOWN WALL WITH RAILING, 150 LF (STA 36+70)	\$1,725.00	\$103,500.00
31	500-3107	22	CY	TURNDOWN WALL WITH RAILING, 55 LF (STA 44+75)	\$1,500.00	\$33,000.00
32	500-3107	32	CY	TURNDOWN WALL WITH RAILING, 81 LF (STA 60+20)	\$1,500.00	\$48,000.00
33	515-1000	417	LF	METAL CABLE RAILING	\$210.00	\$87,570.00
SECTION 2 (Items #29 -33) SUBTOTAL					\$327,070.00	

EROSION CONTROL / STORM DRAINAGE- Section 3

Line	Item Number	Quantity	Units	Item Description	Unit Price	Extension
34	163-0232	4.6	AC	TEMPORARY GRASSING (D&2)	\$1,100.00	\$5,060.00
35	163-0240	360	TN	MULCH (D&1)	\$7.00	\$2,520.00
36	163-0300	2	EA	CONSTRUCTION EXIT (CO)	\$1,800.00	\$3,600.00
37	163-0527	2	EA	CONSTRUCT AND REMOVE STONE CHECK DAM (C&S)	\$650.00	\$1,300.00
38	163-0529	60	LF	CONSTRUCT AND REMOVE BALLED STRAW CHECK DAM (C&B)	\$5.00	\$300.00
39	163-0530	14	EA	CONSTRUCT AND REMOVE INLET SEDIMENT TRAP (SD-3)	\$1,150.00	\$16,100.00
40	163-0550	8	EA	CONSTRUCT AND REMOVE INLET SEDIMENT TRAP (SD-2)	\$75.00	\$600.00
41	165-0010	4,233	LF	MAINTENANCE OF TEMPORARY SILT FENCE, TP A (SD-1S)	\$0.25	\$1,058.25
42	165-0030	7,828	LF	MAINTENANCE OF TEMPORARY SILT FENCE, TP C (SD-1S)	\$0.25	\$1,957.00
43	165-0041	80	LF	MAINTENANCE OF CHECK DAMS- ALL TYPES (C&S, C&B)	\$20.00	\$1,600.00
44	165-0101	2	EA	MAINTENANCE OF CONSTRUCTION EXIT	\$650.00	\$1,300.00

Concrete Enterprises			Griffin Grading & Concrete		
Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
\$11,000.00	\$11,000.00	\$96,500.20	\$96,500.20	\$96,500.20	\$96,500.20
\$8,500.00	\$8,500.00	\$8,672.73	\$8,672.73	\$8,672.73	\$8,672.73
\$490,489.53	\$490,489.53	\$164,579.97	\$164,579.97	\$164,579.97	\$164,579.97
\$120.00	\$16,800.00	\$128.13	\$17,938.20	\$128.13	\$17,938.20
\$65.97	\$352,348.71	\$59.40	\$330,519.40	\$59.40	\$330,519.40
\$53.50	\$164,925.00	\$69.34	\$173,350.90	\$69.34	\$173,350.90
\$59.80	\$26,056.50	\$8.57	\$3,727.95	\$8.57	\$3,727.95
\$1,840.00	\$6,800.00	\$2,562.45	\$12,812.25	\$2,562.45	\$12,812.25
\$200.00	\$5,500.00	\$193.14	\$6,566.76	\$193.14	\$6,566.76
\$5,500.00	\$3,000.00	\$710.33	\$710.33	\$710.33	\$710.33
\$1,500.00	\$3,000.00	\$555.17	\$710.34	\$555.17	\$710.34
\$45.00	\$228.00	\$105.00	\$2,310.00	\$105.00	\$2,310.00
\$15,000.00	\$15,000.00	\$315.00	\$630.00	\$315.00	\$630.00
\$65.60	\$11,808.00	\$60,375.00	\$60,375.00	\$60,375.00	\$60,375.00
\$1,500.00	\$4,500.00	\$4,536.00	\$4,536.00	\$4,536.00	\$4,536.00
\$600.00	\$1,200.00	\$202.50	\$525.00	\$202.50	\$525.00
\$25.00	\$600.00	\$1.31	\$10,209.00	\$1.31	\$10,209.00
\$28.50	\$6,982.50	\$36.25	\$2,467.50	\$36.25	\$2,467.50
\$1,900.00	\$16,000.00	\$2,777	\$5,088.65	\$2,777	\$5,088.65
\$3,000.00	\$6,000.00	\$1,289.15	\$2,578.30	\$1,289.15	\$2,578.30
\$805.00	\$4,830.00	\$1,005.02	\$6,030.12	\$1,005.02	\$6,030.12
\$805.00	\$2,415.00	\$2,104.58	\$6,383.74	\$2,104.58	\$6,383.74
ALLOW	\$10,000.00	ALLOW	\$10,000.00	ALLOW	\$10,000.00
\$1,212,184.14			\$973,535.06		

Unit Price	Extension	Unit Price	Extension
\$690.00	\$17,250.00	\$1,488.20	\$7,225.00
\$957.95	\$57,477.00	\$740.79	\$44,447.40
\$718.75	\$15,812.50	\$771.34	\$16,909.48
\$726.80	\$23,257.60	\$1,019.45	\$32,622.40
\$130.70	\$54,501.90	\$193.14	\$80,539.38
\$1,682,290.00		\$211,783.66	

Unit Price	Extension	Unit Price	Extension
\$2,800.00	\$12,880.00	\$1,565.00	\$6,279.00
\$12.00	\$4,320.00	\$945.00	\$340,200.00
\$4,800.00	\$9,600.00	\$4,221.89	\$8,443.78
\$1,500.00	\$3,000.00	\$904.51	\$1,929.02
\$25.00	\$3,500.00	\$603.10	\$36,186.00
\$1,000.00	\$2,160.00	\$603.13	\$8,443.82
\$1,000.00	\$8,000.00	\$602.92	\$1,823.36
\$1.00	\$3,253.00	\$1.21	\$5,146.13
\$1.25	\$9,785.00	\$1.21	\$6,471.88
\$10.00	\$800.00	\$61.51	\$4,020.80
\$500.00	\$1,000.00	\$64.61	\$1,209.22

Line	Item Number	Quantity	Units	Item Description	Unit Price	Extension	Unit Price	Extension
45	165-0105	14	EA	MAINTENANCE OF INLET SEDIMENT TRAP (S&P)	\$50.00	\$700.00	\$100.00	\$1,400.00
46	165-0105	8	EA	MAINTENANCE OF INLET SEDIMENT TRAP (S&P)	\$25.00	\$200.00	\$100.00	\$800.00
47	167-0006	12	MO	DUST CONTROL (DB)	\$100.00	\$1,200.00	\$1,000.00	\$12,000.00
48	167-1000	2	EA	WATER QUALITY MONITORING AND SAMPLING	\$500.00	\$1,000.00	\$1,000.00	\$2,000.00
49	167-1500	12	MO	WATER QUALITY INSPECTIONS	\$650.00	\$7,800.00	\$800.00	\$9,600.00
50	171-0010	4,255	LF	TEMPORARY SILT FENCE, TYPE A (S1-A)	\$0.95	\$4,040.35	\$7.50	\$31,897.50
51	171-0030	7,828	LF	TEMPORARY SILT FENCE, TYPE C (S1-C)	\$1.45	\$11,350.60	\$8.00	\$62,624.00
52	222-1002	5	CY	# 57 STONE UNDER HEADWALL	\$100.00	\$500.00	\$114.75	\$573.75
53	441-6000	14	CY	CONC HEADWALLS	\$1,675.00	\$23,450.00	\$493.35	\$6,906.90
54	550-1180	74	LF	STORM DRAIN PIPE, 18 IN, 11'-10"	\$72.00	\$5,328.00	\$75.70	\$5,601.80
55	550-1300	24	LF	STORM DRAIN PIPE, 30 IN, 11'-10"	\$250.00	\$6,000.00	\$147.20	\$3,532.80
56	550-1600	24	LF	STORM DRAIN PIPE, 60 IN, 11'-10"	\$500.00	\$12,000.00	\$615.00	\$14,760.00
57	550-2118	3	EA	FLARED END SECTION, 18 IN, STORM DRAIN	\$1,375.00	\$4,125.00	\$1,500.00	\$4,500.00
58	550-2230	2	EA	FLARED END SECTION, 30 IN, STORM DRAIN	\$1,900.00	\$3,800.00	\$2,000.00	\$4,000.00
59	603-2018	108	SY	STN DUMPED REP RAP, TP 1, 18 IN	\$40.00	\$4,320.00	\$90.00	\$9,720.00
60	603-2118	40	SY	STN DUMPED REP RAP, TP 3, 18 IN	\$40.00	\$1,600.00	\$105.00	\$4,200.00
61	603-7000	150	SY	PLASTIC FILTER FABRIC	\$5.00	\$750.00	\$12.00	\$1,800.00
62	611-3010	1	EA	RECONSTR DROP INLET, GROUP 1	\$3,850.00	\$3,850.00	\$3,000.00	\$3,000.00
63	643-8200	828	LF	BARRIER TREE FENCE (ORANGE), 4 FT	\$4.00	\$3,312.00	\$2.50	\$2,070.00
64	668-4300	2	EA	STORM SEWER MANHOLE, TP 1	\$3,550.00	\$7,100.00	\$4,800.00	\$9,600.00
65	700-6910	4.6	AC	PERMANENT GRASSING	\$2,500.00	\$11,500.00	\$2,800.00	\$12,880.00
66	766-7020	1	ALLOW	IRRIGATION REPAIR	ALLOW	\$10,000.00	ALLOW	\$10,000.00
SECTION 3 (Items #34 -66) SUBTOTAL					\$143,776.20		\$270,704.75	

UNFORSEEN CONSTRUCTION CONTINGENCY - Section 4

Line	Item Number	Quantity	Units	Item Description	Unit Price	Extension	Unit Price	Extension
67	001-4000	1	ALLOW	UNFORSEEN CONSTRUCTION CONTINGENCY	ALLOW	\$140,000.00	ALLOW	\$140,000.00
SECTION 4 (Item #67) SUBTOTAL					\$140,000.00		\$140,000.00	

Section 1 Subtotal	ROADWAY CURB					\$97,923.27		\$97,923.27
Section 2 Subtotal	BRIDGES/RETAINING WALLS					\$327,976.00		\$327,976.00
Section 3 Subtotal	EROSION CONTROL/ STORM DRAINAGE					\$143,776.20		\$143,776.20
Section 4 Subtotal	UNFORSEEN CONSTRUCTION CONTINGENCY					\$140,000.00		\$140,000.00
TOTAL BASE BID (Sum of Subtotals from Sections 1 - 4)						\$1,538,769.47		\$2,122,453.02



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

ALCOHOL LICENSE APPLICATION

Date of Application: November 15, 2022

New Applicant

Transfer of Ownership

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

Check Appropriate Block(s):

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

CORPORATION NAME: Family Dollar Stores of Georgia, LLC.			
TRADE NAME OF BUSINESS: Family Dollar #31395			
BUSINESS ADDRESS: 3907 Gillionville Rd		BUSINESS PHONE: (229) 405-6298	
CITY: Albany	STATE: Georgia	ZIP CODE: 31721	COUNTY IN WHICH BUSINESS IS LOCATED: Dougherty

MAILING ADDRESS IF DIFFERENT FROM BUSINESS ADDRESS

MAILING ADDRESS: 500 Volvo Pwky (9th Floor)		
CITY: Chesapeake	STATE: Virginia	ZIP CODE NUMBER: 23320
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: Patricia Lynn Sawyer			
ADDRESS OF LEGAL RESIDENCE: 2507 Nottingham Way Apt. 105			
CITY: Albany	STATE: Ga	ZIP CODE: 31707	COUNTY OF RESIDENCE: Dougherty
MOBILE PHONE: (229) 669- 8495		EMAIL: ab-licensing@dollartree.com	AGE: 56
2. FULL NAME OF LICENSEE:			
ADDRESS OF LEGAL RESIDENCE:			
CITY:	STATE:	ZIP CODE:	COUNTY OF RESIDENCE:
MOBILE PHONE:		EMAIL:	AGE:

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 _____)

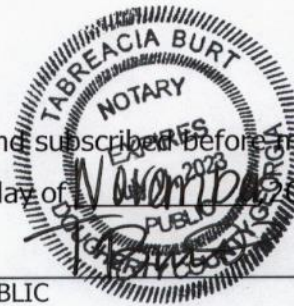
OATH

10. I, Patricia Lynn Sawyer (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. *Patricia Lynn Sawyer*
 2. _____

Sworn to and subscribed before me this 30th day of November 2023.


 NOTARY PUBLIC

OFFICE USE ONLY

PROXIMITIES (LEAVE BLANK IF A TRANSFER OF OWNERSHIP):

A. Nearest School: 4000 + Feet From: Robert A. Cross Middle Magnet, 324 Lockett Station Rd.
 (Must be greater than 300 ft. for beer and wine, 600 ft. for distilled spirits)

B. Nearest Church: 1500 + Feet From: Temple B' nai Israel, 3917 Gillionville Rd.
 (Must be greater than 300 ft.)

C. Other Distances:

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

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

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

If Yes, License Number: _____ Last Year Licensed: _____


Business Name: _____

Licensee: _____

Lic.No. DARR-000004

Fee \$750.00

ABC Date 11/17/2022

Accepted by: A.D. 

ADDITIONAL INFORMATION

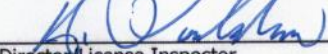
WORK SESSION DATE: December 5, 2022

REGULAR MEETING DATE: December 12, 2022


ZONING: C-2c DISTRICT: 1

Applicant(s) meet criteria: Yes No

Location meets criteria: Yes No

 11/30/2022
Director/License Inspector Date

Recommendation: Approved Disapproved

 11/30/2022
Chief of Police/Designee Date

County Clerk/Designee Date

Remarks:

Approved Disapproved

COMMENTS:

COPY OF ADVERTISEMENT

NOTICE OF APPLICATION FOR SALE OF BEER AND WINE LICENSE for locations in the unincorporated area of Dougherty County

I, Patricia Lynn Sawyer, trading as Family Dollar # 31395, located at 3907 Gillionville Rd., give notice that I have applied for the sale of a beer & wine license to be considered by the Dougherty County Commission at 10 a.m. on December 5, 2022, at 222 Pine Avenue, Room 100, Albany, GA.

November 20, 27, December 4, 11, 2022.

GRANT REQUEST AUTHORIZATION FORM



DATE: 12/5/2022				
DEPARTMENT: Dougherty County Emergency Medical Services				
GRANT PROGRAM: FY20 COSSAP Naloxone Initiative				
GRANTING AGENCY: Criminal Justice Coordinating Council				
CFDA # (IF FEDERAL GRANT)				
PROGRAM TITLE: COSSAP Naloxone Initiative				
FUNDING REQUEST:				
FEDERAL	STATE	LOCAL MATCH	OTHER	TOTAL REQUEST
	\$15,000			
IF LOCAL MATCH IS REQUIRED, ARE FUNDS AVAILABLE IN CURRENT BUDGET? YES _____ NO _____		Comments: (In-kind, direct appropriation, etc.)		
INDIRECT COSTS? YES _____ NO <u>X</u>	AMOUNT:			
REIMBURSEMENT GRANT: YES <u>X</u> NO _____				
PROJECT DIRECTOR OR OFFICIAL:		PHONE:	E-MAIL:	
Erskin Livingston Training/Compliance Supervisor		229-302-3901	dlivingston@dougherty.ga.us	
DEPARTMENT DIRECTOR OR OFFICIAL APPROVING SUBMISSION (PRINT NAME & TITLE)		SIGNATURE:		DATE:
Sam Allen Director Emergency Medical Services				12/5/2022
REVIEWED BY FINANCE:		SIGNATURE:		DATE:
MARTHA B. HENDLEY		Martha B. Hendley		12/5/2022
REVIEWED BY COUNTY ADMINISTRATOR:		SIGNATURE:		DATE:
Michael McCoy				12-8-22
COUNTY COMMISSION ACTION:		APPROVED: YES _____ NO _____		DATE:



2038 Newton Road
 Albany, GA 31701-3905
 Phone: (229) 430.6120
 Fax: (229) 430.6128

Public Works

MEMORANDUM

TO: Michael McCoy, County Administrator
 FROM: Chuck Mathis, Public Works Director *CM*
 DATE: December 6, 2022
 RE: List of FY 2023 Resurfacing Program Roads and LMIG Project

Listed below are the streets and roads recommended for review under the FY 2023 LMIG Program.

<u>2023 Road Resurfacing</u>					
<u>District</u>	<u>Road</u>	<u>From</u>	<u>To</u>	<u>Length (MI)</u>	<u>Project Cost</u>
6	S. County Line Rd	Fleming Rd	Hwy 133	5.75	\$ 713,501.92
6	S. County Line Rd	Hwy 133	Mitchell Co Line	1.60	\$ 178,720.24
6	Cutts Dr	Mock Rd	Louise St	0.40	\$ 73,193.58
6	Willson Rd	Honeysuckle Dr	Gravel Hill Rd	0.87	\$ 93,667.85
1	Tallahassee Rd	Gillionville Rd	Terrell Co Line	3.21	\$ 343,590.89
2	Holly Dr	Radium Springs Rd	US 19	1.25	\$ 138,730.29
6	Holly Dr	US 19	Hwy 133	1.05	\$ 153,531.95
5	Tarva Rd	Leary Hwy	Baker Co Line	5.15	\$ 573,386.19
2/6	Radium Springs Rd	City Limits	Barbragale Ave	2.02	\$ 267,833.25
2/6	Radium Springs Rd	Westview Dr	Mitchell Co Line	2.37	\$ 267,958.35
2	Hollis Dr	Holly Dr	Hibiscus Rd	0.73	\$ 68,929.77
2	Newcomb Rd	Roxanna Rd	Drainage Canal	0.39	\$ 48,475.82
2	Southgate Ave	MLK Jr.	Deadend	0.36	\$ 57,045.78

Total Cost Estimate 25.15 MI \$ 2,978,565.88

**A RESOLUTION
ENTITLED
A RESOLUTION PROVIDING FOR THE REAPPOINTMENT OF THE POLICE CHIEF THROUGH THE
EXTENSION OF THE EMPLOYMENT AGREEMENT EFFECTIVE JANUARY 2, 2023, THROUGH
JANUARY 1, 2024; REPEALING RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT
HEREWITH;
AND FOR OTHER PURPOSES.**

WHEREAS, the Board of Commissioners of Dougherty County, Georgia on or around December 6, 2021, reappointed Kenneth Johnson as Police Chief of Dougherty County, Georgia through the extension of the Employment Agreement effective January 3, 2022, through January 2, 2023; and

WHEREAS, the Board of Commissioners of Dougherty County, Georgia is hereby desirous of approving the reappointment of Kenneth Johnson as Police Chief through the extension of the Employment Agreement effective January 2, 2023, through January 1, 2024, which is attached hereto.

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

SECTION I. The Employment Agreement between the Board of Commissioners of Dougherty County, Georgia and Kenneth Johnson reappointing Chief Johnson as Police Chief effective January 2, 2023, through January 1, 2024, is hereby approved.

SECTION II. The Chairman the Board of Commissioners of Dougherty County, Georgia is hereby authorized to execute the Employment Agreement attached hereto reappointing Kenneth Johnson as Police Chief along with any and all other documents necessary to full implementation of the Employment Agreement.

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

This the 12th day of December, 2022.

BOARD OF COMMISSIONERS OF
DOUGHERTY COUNTY, GEORGIA

BY: _____
Christopher S. Cohilas, Chairman

ATTEST:

County Clerk

**State of Georgia
County of Dougherty**

EMPLOYMENT AGREEMENT

THIS AGREEMENT made and entered into this 3rd day of January, 2023, by and between the **BOARD OF COMMISSIONERS OF DOUGHERTY COUNTY, GEORGIA**, hereinafter called “Employer,” as party of the first part, and **KENNETH JOHNSON**, hereinafter called “Employee,” as party of the second part, both of whom understand and agree as follows:

W I T N E S S E T H:

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

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

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

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

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

SECTION 1. DUTIES.

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

the County Commission and the County Administrator.

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

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

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

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

F. Employee agrees to remain in the exclusive employ of Employer through December 31, 2023 and neither to accept other employment nor become self-employed until said termination date, unless said employment is terminated as hereinafter provided.

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

SECTION 2. TERMINATION AND SEVERANCE PAY.

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

B. In the event Employer at any time during the term of this Agreement reduces the salary or other financial benefits of Employee for reasons other than “just

cause” in a greater percentage than an applicable across-the-board reduction for all employees of Employer, then, in that event, Employee, may, at his option, deem himself to be “terminated” as of date of such reduction within the meaning and context of the foregoing Paragraph “A”.

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

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

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

F. Should Employer desire not to rehire Employee, Employer agrees to give Employee ninety days or more written notice of its decision prior to the expiration of this Employment Agreement. In the event Employer does not give written notice to Employee ninety days or more prior to expiration of this Employment Agreement, the Employment Agreement shall be renewed/extended under the same terms and conditions, as stated herein, for an additional year. Said Employment Agreement shall continue to be renewed/extended each year thereafter unless Employer gives to Employee the ninety days written notice as stated above. Should Employer decide to give the above stated written notice to Employee, then, in that event, Employee shall continue employment under the terms of either this Employment Agreement or any

subsequent renewal or extension for the balance of the term, after which, Employer agrees to pay Employee a lump sum cash payment equal to three months aggregate salary and three months for Employee's cost of COBRA insurance continuation. Further, Employee shall be compensated for all accrued annual leave.

SECTION 3. SALARY.

Employer agrees to pay Employee for all services rendered pursuant hereto an annual base salary of \$105,000.00 payable in bi-weekly installments at the same time as other employees of Employer are paid. In addition, Employer agrees to increase said base salary and/or other benefits of Employee in such amounts and to such extent as Employer may determine that it is desirable to do so on the basis of an annual salary review of said Employee made at the same time as similar consideration is given to other employees generally. Employee shall receive a cost-of-living adjustment in the same manner as and when approved for all full-time employees.

SECTION 4. HOURS OF WORK.

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

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

SECTION 5. ANNUAL LEAVE, SICK LEAVE, ETC.

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

is the intention of the parties that the terms of this Agreement shall control.

SECTION 6. VEHICLE USE.

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

SECTION 7. GENERAL EXPENSES.

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

SECTION 8. HEALTH CARE BENEFITS & INSURANCE.

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

SECTION 9. RETIREMENT.

Employee shall not be subject to the general policies of the Employer regarding retirement as the same exists or may hereafter be amended due to the unique nature of his employment and profession. In lieu thereof, Employer shall pay to Employee's portable retirement plan ten percent (10%) of Employee's annual salary. However, payment by the Employer will be in accordance with the rules and regulations governing

the payment of same promulgated by the Internal Revenue Services of the United States of America, and Employee shall be responsible for any and all income tax liability, both federal or state, in respect to same. Employee shall also be a participant in the Employer's Retirement Plan (Dougherty County Defined Benefit Retirement Plan) as other regular full-time employees from his first eligible date since employment.

SECTION 10. DUES AND SUBSCRIPTIONS.

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

SECTION 11. PROFESSIONAL DEVELOPMENT.

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

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

SECTION 12. BONDING.

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

SECTION 13. INDEMNIFICATION.

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

SECTION 14 OTHER TERMS AND CONDITIONS OF EMPLOYMENT.

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

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

SECTION 15. NOTICES,

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

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

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

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

SECTION 16. ASSIGNMENT.

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

SECTION 17. GENERAL PROVISIONS.

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

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

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

[Signatures to appear on next page]

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

BOARD OF COMMISSIONERS OF DOUGHERTY COUNTY, GEORGIA

BY: _____
Christopher S. Cohilas, Chairman

EMPLOYEE

_____(L.S.)
Kenneth Johnson

Attest:

Clerk, Dougherty County, Georgia

Approved as to form:

Alex M. Shalishali, County Attorney
Dougherty County, Georgia

**A RESOLUTION
ENTITLED
A RESOLUTION PROVIDING FOR THE REAPPOINTMENT OF THE COUNTY ADMINISTRATOR
THROUGH THE EXTENSION OF THE EMPLOYMENT AGREEMENT EFFECTIVE DECEMBER 12,
2022, THROUGH DECEMBER 31, 2023; REPEALING RESOLUTIONS OR PARTS OF RESOLUTIONS
IN CONFLICT HEREWITH;
AND FOR OTHER PURPOSES.**

WHEREAS, the Board of Commissioners of Dougherty County, Georgia on or around December 6, 2021, reappointed Michael McCoy as County Administrator of Dougherty County, Georgia through the extension of the Employment Agreement effective January 3, 2022, through January 2, 2023; and

WHEREAS, the Board of Commissioners of Dougherty County, Georgia is hereby desirous of approving the reappointment of Michael McCoy as County Administrator through the extension of the Employment Agreement effective December 12, 2022, through December 31, 2023, which is attached hereto.

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

SECTION I. The Employment Agreement between the Board of Commissioners of Dougherty County, Georgia and Michael McCoy reappointing Mr. McCoy as County Administrator effective December 12, 2022, through December 31, 2023, is hereby approved.

SECTION II. The Chairman the Board of Commissioners of Dougherty County, Georgia is hereby authorized to execute the Employment Agreement attached hereto reappointing Michael McCoy as County Administrator along with any and all other documents necessary to full implementation of the Employment Agreement.

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

This the 12th day of December, 2022.

BOARD OF COMMISSIONERS OF
DOUGHERTY COUNTY, GEORGIA

BY: _____
Christopher S. Cohilas, Chairman

ATTEST:

County Clerk

State of Georgia
County of Dougherty

EMPLOYMENT AGREEMENT

THIS AGREEMENT made and entered into this 12th day of December 2022, by and between the Board of Commissioners of Dougherty County, Georgia, hereinafter called “Employer,” as party of the first part, and Michael A. McCoy hereinafter called “Employee,” as party of the second part, both of whom understand and agree as follows:

WITNESSETH:

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

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

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

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

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

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

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

C. Employer and Employee agree that this employment agreement will remain in effect from the date of December 12, 2022 through December 31, 2023 unless otherwise terminated as here and after provided.

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

SECTION 1. DUTIES.

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

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

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

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

E. It shall also be the duty of the Employee to organize, reorganize and arrange the staff of the Employer and to develop and establish internal regulations, rules and procedures

which the Employee deems necessary for the efficient and effective operation of the Employer consistent with the lawful directives, policies, ordinances, state and federal law.

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

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

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

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

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

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

SECTION 2. TERMINATION AND SEVERANCE PAY.

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

Employee in a lump sum as taxable compensation. Employer must give Employee a minimum of thirty (30) days written notice of termination for other than “just cause”. During said thirty (30) day period, Employer shall continue to pay Employee full pay and benefits under this contract.

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

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

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

E. If a majority of the Board of Commissioners votes to terminate the employment of the County Administrator for stated “just cause”, within thirty (30) days of the date of termination, Employee, in addition to any other legal rights under local, state or federal laws and ordinances afforded to employee, shall be afforded an opportunity to appear before the Board, in a regular or called meeting, and present any facts of evidence he wishes to be made a part of the official minutes. In the event of either non-voluntary termination, voluntary separation or non-renewal of the within Employment Agreement prior to age 55 and 25 years of service County Administrator will receive an immediate special retirement benefit equal to his full accrued retirement benefit earned up to the date of either termination or non-renewal and calculated with service to age 55 payable immediately without reduction for early retirement in the form of the

basic monthly retirement benefit or other optional form of payment allowable under the Plan and receive insurance continuation as a retiree under the Dougherty County Group Health Plan.

SECTION 3. SALARY.

Employer agrees to pay Employee for all services rendered pursuant hereto an annual base salary of **\$173,230**, payable in bi-weekly installments at the same time as other employees of Employer are paid. In addition, Employer agrees to increase said base salary and/or other benefits of employee in such amounts and to such extent as Employer may determine that it is desirable to do so on the basis of an annual salary review of said Employee made at the same time as similar consideration is given to other employees generally.

SECTION 4. HOURS OF WORK.

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

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

SECTION 5. ANNUAL LEAVE, SICK LEAVE, ETC.

Notwithstanding the provisions of this contract relative to termination and non-renewal of employment, Employer agrees to pay Employee a lump sum cash payment equal to twelve months aggregate salary, and twelve months for Employee’s cost of insurance continuation as a retiree of the Employer. Further, Employee shall be compensated for all accrued sick leave, annual leave and all paid holidays scaled by a factor of two.

SECTION 6. VEHICLE ALLOWANCE.

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

SECTION 7. GENERAL EXPENSES.

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

SECTION 8. HEALTH CARE BENEFITS & INSURANCE.

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

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

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

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

salary during the life of this agreement. The Employee shall name the beneficiary of the life insurance policy.

SECTION 9. RETIREMENT.

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

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

SECTION 10. DUES AND SUBSCRIPTIONS.

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

SECTION 11. PROFESSIONAL DEVELOPMENT.

A. Employer hereby agrees to budget and pay for the reasonable travel and subsistence expenses of Employee for professional and official travel, meetings and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official

and other functions for Employer, including but not limited to the annual Conferences of the International City/County Management Association, Georgia City/County Managers Association, Association of County Commissioners of Georgia and such other national, regional, state and local government groups and committees thereof which Employee serves as a member. Said expenses shall be subject to budget limitations and County travel policies.

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

SECTION 12. BONDING.

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

SECTION 13. INDEMNIFICATION.

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

SECTION 14. OTHER TERMS AND CONDITIONS OF EMPLOYMENT.

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

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

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

SECTION 15. NOTICES.

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

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

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

SECTION 16. ASSIGNMENT.

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

SECTION 17. GENERAL PROVISIONS.

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

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

C. If any clause or provision of this Agreement is or becomes of illegal, invalid, or unenforceable, because of present or future laws, or any regulation of any governmental body or entity, effective during its terms, or otherwise, this Agreement shall remain in full force and effect and the remaining parts of this Agreement shall not be affected thereby. The parties hereto expressly acknowledge that this Agreement shall be governed by and construed in accordance with the law of the State of Georgia, without regard to the conflicts of law rules of such state. The parties hereto also expressly acknowledge that the parties to this Agreement waive application of any law, regulation, holding or rule of construction providing that ambiguities in the contract will be construed against the party drafting such contract.

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

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

Board of Commissioners of
Dougherty County, Georgia

Christopher S. Cohilas

Employee:

Michael A. McCoy