



REGULAR MEETING

December 06, 2021
10:00 AM

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

AGENDA

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

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

1. Call the meeting to order by Chairman Christopher Cohilas.
2. Roll Call.
3. Invocation.
4. Pledge of Allegiance.
5. Minutes.
 - a. Consider for action the Minutes of the November 1st Regular Meeting and November 8th Work Session. **ACTION:**
6. Delegations (*The Commission will hear comments on those items pertaining to Dougherty County for which a public hearing has not been held or scheduled. Please be brief, to the point, and considerate of time for others.*)
 - a. 4-H Youth Development /County Extension Agent Latrina West and Dougherty County 4-H representatives are present to thank the Commission for its support. Extension Service Coordinator James Morgan will provide the quarterly report after the presentation.
 - b. Walter Kelley, Library Board of Trustees Chairman and Gail Evans, Library Director, present to provide their Annual Report.
 - c. Tom Crowley with Coldwell Banker/Walden & Kirkland is present to update the Commission as to management of the property located at 201 Holly Drive.

7. Purchases.

- a. Consider for action the Resolution providing for the acceptance of the contract for Landscape and Lawn Care for the Public Works Department from the lowest most responsible and responsive bidder, The Jones Agency Group (Albany, GA) in the amount of \$36,000, subject to the execution of the contract by the County Administrator. Eight vendors submitted bids with the highest being \$96,960. Funding is budgeted in the General Fund. Assistant County Administrator Scott Addison will address. Public Works Director Chuck Mathis and City of Albany Buyer Kimberly Allen are present. **ACTION:**
- b. Consider for action the recommendation to accept the quote to replace the Cooling Tower at the Judicial Building for Facilities Management from the lowest responsible and responsive vendor, RHC Heating and Cooling in the amount of \$144,552.54. Four vendors submitted quotes with the highest being \$228,589.65. Funding is budgeted in SPLOST VII Judicial Building Improvements. County Administrator Scott Addison will address. Facilities Management Director Heidi Minnick is present. **ACTION:**

8. Additional Business.

- a. Consider for action the acceptance of the Resolution requesting that the Commission ask the State Legislature to provide local enabling legislation to support funding of the Southwest Georgia Legal Self-Help Center. Gerald Williams, Director, Southwest Georgia Legal Self-Help Center will address. **ACTION:**
- b. Consider for action the Resolution providing for the acceptance and execution of the Lease Instrument and Operations Agreement with the Georgia Department of Natural Resources (GDNR). **ACTION:**
- c. Consider for action the recommendation to approve the Alcohol Application from Moree's Grocery & Liquor, Inc, Bettye J. Amburn licensee, dba Moree's Grocery, at 4028 Moultrie Road for Package- Beer. The Albany-Dougherty Marshal's Office recommends approval. **ACTION:**
- d. Consider for action the recommendation to approve the Alcohol Application from Sylvester Food, Inc., Faryal Saif Cheerna, licensee, dba Sylvester Food, at 3333 Sylvester Hwy, for Package- Beer and Wine. The Albany-Dougherty Marshal's Office recommends approval. **ACTION:**
- e. Consider for action the recommendation to accept the proposed Dougherty County American Rescue Plan Act (ARPA) Project Spending Plan for Fiscal Year 22 in the amount of \$8,400,000. **ACTION:**
- f. Consider for action the reappointment of the Dougherty County Police Chief through the extension of the employment agreement effective January 3, 2022 through January 2, 2023. **ACTION:**
- g. Consider for action the reappointment of the County Administrator through the extension of the employment agreement effective January 3, 2022 through January 2, 2023 per section 1-3-23 of the Dougherty County Code of Ordinances. **ACTION:**

- h. Consider for action the recommendation from the Emergency Management Agency to provide a letter of support to the Federal Energy Regulatory Commission (FERC) to review and amend the permit for Georgia Power on Lake Worth in Dougherty County.
- i. Consider for action the recommendation from the Emergency Management Agency to install stage gauge on Lake Chehaw in the amount of \$25,000. Funding will be provided in SPLOST. **ACTION:**
- j. Consider for action the proposed Board Appointment. County Clerk Jawahn Ware will address. *Appointments are made by nominations.*

Dougherty County Health Department- One (1) appointment with a six-year term ending December 31, 2027. Incumbent Wilbert Moore no longer desires reappointment. Two new applicants: Felicia Brown and Dr. Tamara Davis. **ACTION:**

- k. Consider for action the Resolution declaring a 2017 Ford Police Interceptor (from the Sheriff's Office) as surplus and authorize the sale through Underwriters Safety & Claims. Assistant County Administrator Scott Addison will address. **ACTION:**
- l. Consider for action the recommendation from ACCG to accept the Resolution supporting changes to Georgia's annexation law. The changes focus particularly on the arbitration/dispute resolution process. County Administrator Michael McCoy and County Attorney Spencer Lee will address. **ACTION:**
- m. Consider for action the Resolution designating Chairman Christopher Cohilas and County Administrator Michael McCoy as Certifying Officers. The County must designate certifying officers to ensure compliance with the National Environmental Policy Act (NEPA) and the Federal laws and authorities as required for Dougherty County to submit the Homeowner Rehabilitation & Reconstruction Program (HRRP) applications. County Administrator Michael McCoy will address. **ACTION:**
- n. Consider for action the request to install concrete speed tables on Astoria Drive (in the Southgate Community). The Traffic Calming Policy does not support the request. **ACTION:**
- o. Consider for action the recommendation from the Recreation Committee to move forward with the tennis development at the southern portion of Satterfield Park and the National Guard Armory. Chairman Clinton Johnson will address. County Administrator Michael McCoy is present. **ACTION:**

9. Updates from the County Administrator.

10. Updates from the County Attorney.

11. Updates from the County Commission.

12. Adjourn.

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

DOUGHERTY COUNTY COMMISSION
REGULAR MEETING MINUTES

DRAFT

November 1, 2021

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CHAIRMAN

ATTEST:

COUNTY CLERK

DOUGHERTY COUNTY COMMISSION
WORK SESSION MEETING MINUTES

DRAFT

November 8, 2021

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

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

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

The Chairman recognized Consultant Ed Wall to provide an update regarding the millage rate, property taxes and tax digest. Mr. Wall shared that every mil for Dougherty County raises \$2 million and he provided a comparison for Bibb, Chatham, Clayton and Lowndes County. He shared that our millage rate is not "off based" compared to other urban areas but added that we are considered urban but our rate reflects more of a rural area. It was also noted that our mil generates less than others. Mr. Wall provided different strategy options and suggestions for the County. He reminded the Board that the County does not have any long term debt but [would be] encouraged to spend money in a smart way to attract people to our economic hub. He also suggested that the Commission look at the most recent sales ratio report and determine if the study should be updated. Chairman Cohilas asked Mr. McCoy to proceed with the study evaluation. Attorney Lee provided feedback and encouraged the Board to proceed with caution on requesting a study. A lengthy discussion ensued; suggestions for home ownership programs and incorporating community partners were shared.

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

The Chairman called for a discussion of the recommendation to approve the proposal for Dougherty County's Property/Casualty Insurance & Risk Management Services Broker from the most responsive vendor Alliant (Charlotte, NC) at an annualized fee of \$69,750. Two brokers were selected as finalists. Assistant County Administrator Scott Addison and Principal Consultant Jim Britt addressed. PAG Committee Members, City of Albany Buyer Joshua Williams, Chief Jailer John Ostrander and HR Specialist II Tewonda Daniels were present. Mr. Britt shared that

our current vendor merged with another company and the new broker did not allow our partnership to continue. As a result, a new RFP process had to be done a year sooner.

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

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

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

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

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

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

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

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

Joint Board of Adjustments & Appeals – There are three joint appointments: two joint appointments with a three-year term ending on October 1, 2024, and one joint appointment with an unexpired three-year term ending October 1, 2022. Stephen Dew and Ronald Smith desire reappointment. There are no new applicants. All joint appointments must be ratified by the City of Albany. The County will re-advertise for one vacancy.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CHAIRMAN

ATTEST:

COUNTY CLERK

**A RESOLUTION
ENTITLED
A RESOLUTION PROVIDING FOR THE APPROVAL AND EXECUTION OF A CONTRACT FOR
LANDSCAPE AND LAWN CARE FOR THE PUBLIC WORKS DEPARTMENT WITH THE JONES
AGENCY GROUP, LLC IN THE AMOUNT OF \$36,000.00; REPEALING RESOLUTIONS OR PARTS
OF RESOLUTIONS IN CONFLICT HEREWITH; AND FOR OTHER PURPOSES.**

WHEREAS, the Board of Commissioners of Dougherty County, Georgia is desirous of approving and executing a Contract for Landscape and Lawn Care for the Public Works Department with The Jones Agency Group, LLC in the amount of \$36,000.00.

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 attached Procurement Recommendation from The Jones Agency Group, LLC for the purpose of providing Landscape and Lawn Care for the Public Works Department in the amount of \$36,000.00 is hereby approved and the County Administrator is hereby authorized to execute both a contract with The Jones Agency Group, LLC and any other documents necessary for full implementation of the Procurement Recommendation.

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

This the 6th day of December, 2021.

BOARD OF COMMISSIONERS OF
DOUGHERTY COUNTY, GEORGIA

BY: _____
Christopher S. Cohilas, Chairman

ATTEST:

County Clerk



PROCUREMENT RECOMMENDATION

DATE: November 29, 2021

TITLE: DOCO Landscape/Lawncare

REFERENCE NUMBER: 22-031

OPENING DATE: November 9, 2021

BUYER: Kimberly M. Allen


Yvette Fields, Director

DEPARTMENT: DOCO Public Works

ACCOUNT NUMBER: General Fund

BUDGETED AMOUNT: \$55,000.00

DEPARTMENT CONTACTS: Jawahn Ware

RECOMMENDATION:

Recommend contracting with **The Jones Agency Group, LLC, Albany, Georgia** to provide Landscape and Lawncare Maintenance at various County Buildings for a total expenditure of **\$36,000.00**.

BACKGROUND INFORMATION:

Bid Ref. #22-031 was advertised in the local paper, on the local access channel, and on the Georgia Procurement Registry. The bid opening was November 9, 2021. Eight (8) contractors submitted a bid.

This contract is for the lawn maintenance cycle which includes grass mowing, trimming, and edging, and proper removal/disposal of debris for the properties listed below. This will be a one (1) year contract with four (4) options to renew for additional one-year terms per O.C.G.A § 36-60-13 for multi-year purchases.

EMS Stations

401 E. Honeysuckle

503 North Westover

1501 Clark Avenue

2040 Newton Road

1436 Palmyra Road

DOCO Libraries

2124 Waddell Avenue

2004 Stratford Drive

821 Oakridge Drive

300 Pine Avenue

2507 Dawson Road

CENTRAL SERVICES

**Other**

National Guard Armory-1500 N. Monroe Street

Mule Barn (101 S. Front Street) Located on Broad Avenue

Chuck Mathis, Public Works Director, concur with this recommendation.

COUNTY ADMINISTRATOR ACTION:

☒ APPROVED

☐ DISAPPROVED

☐ HOLD

12-1-21

DATE


COUNTY ADMINISTRATOR

List of documents attached:

Detailed Bid Tabulation

CITY OF ALBANY GEORGIA PROCUREMENT DIVISION TABULATION OF BIDS DEPT: DOCO Public Works OPEN DATE: 9-Nov-21 TIME OF OPENING: 2:30 p.m. BID REF: 22-031		McGhee's Lawn Service 605 Pawnee Court Albany, GA 31721 229-733-1686 Naushil McGhee mcgheen1@gmail.com	The Jones Agency Group, LLC 601 Apache Court Albany, GA 31721 229-291-6456 Jasmine Jones jonesagencygroup@yahoo.com	Brandon Wallace Lawn 3111 Habersham Road Albany, GA 31701 229-449-8283 Brandon Wallace brandonwallace85@yahoo.com	Pro Outdoor 2719 Phillips Drive Albany, GA 31721 229-405-9924 Mike Gonzalez mike@prooutdoorllc.com
QTY	DESCRIPTION				
	Landscape/ Lawn care				
	EMS Stations				
	401 E. Honeysuckle	\$ 5,460.00	\$ 3,000.00	\$ 8,400.00	\$ 4,625.00
	503 North Westover	\$ 5,460.00	\$ 3,000.00	\$ 8,400.00	\$ 3,145.00
	1501 Clark Avenue	\$ 5,460.00	\$ 3,000.00	\$ 7,200.00	\$ 3,145.00
	2040 Newton Road	\$ 4,200.00	\$ 3,000.00	\$ 7,920.00	\$ 3,145.00
	1436 Palmyra Road	\$ 5,460.00	\$ 3,000.00	\$ 13,200.00	\$ 4,625.00
	DOCO Libraries				
	2124 Waddell Avenue	\$ 5,460.00	\$ 3,000.00	\$ 7,920.00	\$ 4,625.00
	2004 Stratford Drive	\$ 5,460.00	\$ 3,000.00	\$ 12,000.00	\$ 4,625.00
	821 Oakridge Drive	\$ 4,200.00	\$ 3,000.00	\$ 4,800.00	\$ 4,625.00
	300 Pine Avenue	\$ 4,200.00	\$ 3,000.00	\$ 4,320.00	\$ 1,850.00
	2507 Dawson Road	\$ 4,200.00	\$ 3,000.00	\$ 13,200.00	\$ 4,625.00
	Other				
	National Guard Armory-1500 N. Monroe Street	\$ 4,200.00	\$ 3,000.00	\$ 4,800.00	\$ 4,625.00
	Mule Barn (101 S. Front Street) Located on Broad Avenue	\$ 4,200.00	\$ 3,000.00	\$ 4,800.00	\$ 2,775.00
	GRAND TOTAL	\$ 57,960.00	\$ 36,000.00	\$ 96,960.00	\$ 46,435.00
PER HR	HAND LABOR PERFORMED	\$ 15.00	\$ 25.00	\$ 100.00	\$ 65.00
PER HR	HEAVY DUTY EQUIP.	\$ 15.00	\$ 40.00	\$ 150.00	\$ 125.00
PER TON	DEBRIS HAULED	\$ 12.00	\$ 250.00	\$ 40.00	\$ 75.00
TOTAL BID					
FOB POINT/TERMS					
COMMENTS					

CITY OF ALBANY GEORGIA PROCUREMENT DIVISION TABULATION OF BIDS DEPT: DOCO Public Works OPEN DATE: 9-Nov-21 TIME OF OPENING: 2:30 p.m. BID REF: 22-031				LRL Ventures 2221 Bedford Ct Albany, GA 31721 Renee Bentley 229-439-8384 lrventures@live.com		With Perfection, Inc. 410 W. Roosevelt Avenue Albany, GA 31701 229-439-8164 David Blackwell david@withperfection.com		Ray The Handyman/Lawn 1518 Shingler Little River Ashburn, GA 31714 Alan Atkinson 229-436-0764 ray1thehandyman@gmail.com		FHG Landscape Management LLC 3703 Old Dawson Rd Albany, GA 31721 229-376-4529 Jamie Kiep jamie@fhglandscapemanagement.com	
QTY	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
	Landscape/ Lawncare										
	EMS Stations										
	401 E. Honeysuckle		\$ 5,175.00		\$ 6,240.00		\$ 3,160.00		\$ 6,000.00		\$ 6,000.00
	503 North Westover		\$ 5,175.00		\$ 7,680.00		\$ 3,160.00		\$ 6,000.00		\$ 6,000.00
	1501 Clark Avenue		\$ 5,175.00		\$ 5,880.00		\$ 3,160.00		\$ 4,000.00		\$ 4,000.00
	2040 Newton Road		\$ 7,875.00		\$ 7,860.00		\$ 3,160.00		\$ 6,000.00		\$ 6,000.00
	1436 Palmyra Road		\$ 11,385.00		\$ 7,320.00		\$ 3,160.00		\$ 7,000.00		\$ 7,000.00
	DOCO Libraries										
	2124 Waddell Avenue		\$ 5,175.00		\$ 6,360.00		\$ 3,160.00		\$ 6,000.00		\$ 6,000.00
	2004 Stratford Drive		\$ 5,175.00		\$ 6,120.00		\$ 3,160.00		\$ 8,000.00		\$ 8,000.00
	821 Oakridge Drive		\$ 5,175.00		\$ 6,480.00		\$ 3,160.00		\$ 10,000.00		\$ 10,000.00
	300 Pine Avenue		\$ 3,375.00		\$ 4,080.00		\$ 3,160.00		\$ 6,000.00		\$ 6,000.00
	2507 Dawson Road		\$ 13,500.00		\$ 8,040.00		\$ 3,160.00		\$ 18,000.00		\$ 18,000.00
	Other										
	National Guard Armory-1500 N. Monroe Street		\$ 11,385.00		\$ 8,280.00		\$ 3,160.00		\$ 12,000.00		\$ 12,000.00
	Mule Barn (101 S. Front Street) Located on Broad Avenue		\$ 3,375.00		\$ 4,260.00		\$ 3,160.00		\$ 5,000.00		\$ 5,000.00
	GRAND TOTAL		\$ 81,945.00		\$ 78,600.00		\$ 37,920.00		\$ 94,000.00		\$ 94,000.00
PER HR	HAND LABOR PERFORMED		\$ 18.50		\$ 125.00		\$ 30.00		\$ 25.00		\$ 25.00
PER HR	HEAVY DUTY EQUIP.		\$ 250.00		\$ 175.00		\$ 250.00		\$ 75.00		\$ 75.00
PER TON	DEBRIS HAULED		\$ 95.00		\$ 22.00		\$ 200.00		\$ 50.00		\$ 50.00
TOTAL BID											
FOB POINT/TERMS											
COMMENTS											



**DOUGHERTY COUNTY BOARD OF COMMISSIONERS
ADMINISTRATION**

Scott Addison
Assistant County Administrator

Item 7b.

Agenda Item

Date: November 30, 2021

Meeting Date: December 6, 2021

Subject/Title: Judicial Building Cooling Tower Replacement

Presented for: Decision

Presenter: Scott Addison, Asst. County Administrator

Statement of Issue

Dougherty County Facilities Management needs to replace the cooling tower for the Judicial Building.

History/Facts and Issues

Dougherty County Facilities Management needs to replace the cooling tower for the Judicial Building. Five contractors were contacted and four quotes were obtained from RHC Heating and Cooling (Albany, GA), Comfort System USA (Valdosta, Ga), Quality Mechanical (Leesburg, Ga), and Johnson Controls (Albany, Ga). The lowest quote received was from RHC Heating and Cooling in the amount of \$144,552.54.

Recommended Action

Recommend Dougherty County Commission accepts the quote from RHC Heating and Cooling to replace the cooling tower at the Judicial Building for a total expenditure of \$144,552.54.

Funding Source

SPLOST VII Judicial Building Improvements

Quotes meeting specifications

RHC Heating and Cooling (Albany, GA) \$144,552.54
Comfort Systems USA (Valdosta, Ga) \$195,032
Quality Mechanical (Leesburg, Ga) \$228,589.65



DOUGHERTY COUNTY BOARD OF COMMISSIONERS
ADMINISTRATION

Scott Addison

Assistant County Administrator

Item 7b.

Johnson Controls (Albany, Ga) \$257,924.35

**A RESOLUTION
ENTITLED
AGREEMENT BETWEEN DOUGHERTY COUNTY AND
THE SOUTHWEST GEORGIA SELF-HELP CENTER AND THE DOUGHERTY
COUNTY LAW LIBRARY ASKING THE DOUGHERTY COUNTY COMMISSION TO
PLACE ON ITS LOCAL AGENDA A REQUEST OF THE STATE LEGISLATURE FOR
LOCAL ENABLING LEGISLATION TO HELP FUND THE SOUTHWEST GEORGIA
SELF-HELP CENTER AND THE DOUGHERTY COUNTY LAW LIBRARY**

WHEREAS, the Southwest Georgia Self-Help Center is the model project in the State of Georgia which provides information to low income individuals who cannot afford an attorney for representation in civil matters.

WHEREAS, the Southwest Georgia Self-Help Center and the Dougherty County Law Library has made a request to the Board of Commissioners of Dougherty County for assistance in obtaining funding for the center through enabling legislation from the General Assembly of the State of Georgia.

WHEREAS, the Southwest Georgia Self-Help Center and the Dougherty County Law Library has made a request to the Board of Commissioners of Dougherty County to place on the legislative agenda for the local delegation to take the request to the General Assembly of the State of Georgia and request enabling legislation which would allow an increase to be added to the filing fees of Magistrate Court filings in Dougherty County.

WHEREAS, if approved, the Board of Commissioners of Dougherty County would be able to set the additional amount for the benefit of the Southwest Georgia Self-Help Center and the Dougherty County Law Library.

NOW THEREFORE, BE IT RESOLVED, that the local delegation for Dougherty County shall add this request to the local agenda and take the same to the General Assembly of the State of Georgia asking for enabling legislation for the Board of Commissioners of Dougherty County to increase the filing fees of Magistrate Court filings in Dougherty County and to allow fees to be collected by Courts that are not Courts of Record.

Adopted this ____ day of December, 2021.

BOARD OF COMMISSIONERS OF
DOUGHERTY COUNTY, GEORGIA

BY _____
Christopher S. Cohilas, Chairman

ATTEST:

County Clerk

RESOLUTION

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

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

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

This 6th day of December, 2021.

ATTEST:

Christopher S. Cohilas
County Commission Chairman

Clerk of Commission
(SEAL)

FEDERAL ID # 58-6000817

CERTIFICATION

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

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

Signature - Jawahn E. Ware

When recorded, return to:

GA DNR Real Estate Office

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

Atlanta, Georgia 30334-9000

STATE OF GEORGIA

COUNTY OF FULTON

LEASE
TO DEPARTMENT OF NATURAL RESOURCES
FOR BOATING ACCESS

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

W I T N E S S E T H:

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

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

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

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

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

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

1.

PREMISES

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

2.

TERM

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

3.

RENT OR FEES

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

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

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

4.

COVENANT OF QUIET ENJOYMENT

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

5.

IMPROVEMENTS

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

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

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

6.

CARE AND OPERATION OF THE PREMISES

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

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

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

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

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

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

7.

CLOSURE OF PREMISES

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

8.

DEFAULT BY LESSEE

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

9.

LESSOR'S AND LESSEE'S LIABILITY FOR LOSS

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

10.

TERMINATION

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

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

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

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

11.

ASSIGNMENT

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

12.

TIME OF ESSENCE

Time is of the essence in this Lease.

13.

TAXES

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

14.

NOTICES

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

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

15.

CONTINUITY

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

16.

NO WAIVER

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

17.

CUMULATIVE, NOT RESTRICTIVE

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

18.

CAPTIONS

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

19.

INTERPRETATION

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

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

20.

ENTIRE AGREEMENT

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

21.

LEASE EFFECTIVE

This Agreement shall become effective upon its due execution.

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

Signed and sealed

LESSOR: Dougherty County, Georgia

in the presence of :

Witness

By: _____

Name: _____

Title: _____

Notary Public, State of Georgia

Date Notarized: _____

My Commission Expires:

(NOTARY PUBLIC SEAL)

Signed and Sealed

as to **LESSEE**

in the presence of:

**LESSEE: DEPARTMENT OF NATURAL
RESOURCES**

Witness

By: _____

Mark Williams

Commissioner

Notary Public, State of Georgia

My Commission Expires:

(NOTARY PUBLIC SEAL)

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

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

Containing 1.5644 Acres, more or less.



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

ALCOHOL LICENSE APPLICATION

Date of Application: November 9, 2021

☐ New Applicant

☒ Transfer of Ownership

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

Check Appropriate Block(s):

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

CORPORATION NAME: Morees Grocery & Liquor Inc.

TRADE NAME OF BUSINESS: Moree's Grocery

BUSINESS ADDRESS: 4028 Moultrie Rd.

BUSINESS PHONE: (229) 435-5483

CITY: Albany

STATE: Georgia

ZIP CODE: 31705

COUNTY IN WHICH
BUSINESS IS LOCATED: Dougherty

MAILING ADDRESS IF DIFFERENT FROM BUSINESS ADDRESS

MAILING ADDRESS: Same As Above

CITY:

STATE:

ZIP CODE NUMBER:

THIS APPLICATION IS FILED BY:

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

GENERAL INFORMATION LICENSEE

1. FULL NAME OF LICENSEE: Betty J Amburn

ADDRESS OF LEGAL RESIDENCE: 2120 S. Countyline Rd.

CITY: Albany

STATE: Georgia

ZIP CODE: 31705

COUNTY OF
RESIDENCE: Worth

MOBILE PHONE: (229) 603-8412

EMAIL: joamburn@gmail.com

AGE: 60

2. FULL NAME OF LICENSEE:

ADDRESS OF LEGAL RESIDENCE:

CITY:

STATE:

ZIP CODE:

COUNTY OF
RESIDENCE:

MOBILE PHONE:

EMAIL:

AGE:



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

ALCOHOL LICENSE APPLICATION

Date of Application: November 9, 2021

☐ New Applicant

☒ Transfer of Ownership

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

Check Appropriate Block(s):

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

CORPORATION NAME: Morees Grocery & Liquor Inc.

TRADE NAME OF BUSINESS: Moree's Grocery

BUSINESS ADDRESS: 4028 Moultrie Rd.

BUSINESS PHONE: (229) 435-5483

CITY: Albany

STATE: Georgia

ZIP CODE: 31705

COUNTY IN WHICH
BUSINESS IS LOCATED: Dougherty

MAILING ADDRESS IF DIFFERENT FROM BUSINESS ADDRESS

MAILING ADDRESS: Same As Above

CITY:

STATE:

ZIP CODE NUMBER:

THIS APPLICATION IS FILED BY:

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

GENERAL INFORMATION LICENSEE

1. FULL NAME OF LICENSEE: Betty J Amburn

ADDRESS OF LEGAL RESIDENCE: 2120 S. Countyline Rd.

CITY: Albany

STATE: Georgia

ZIP CODE: 31705

COUNTY OF
RESIDENCE: Worth

MOBILE PHONE: (229) 603-8412

EMAIL: joamburn@gmail.com

AGE: 60

2. FULL NAME OF LICENSEE:

ADDRESS OF LEGAL RESIDENCE:

CITY:

STATE:

ZIP CODE:

COUNTY OF
RESIDENCE:

MOBILE PHONE:

EMAIL:

AGE:

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

Item 8c.

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

Name: _____ Age: _____ Phone # _____
Address: _____ City: _____ State: _____ Zip: _____

CERTIFICATION OF APPOINTMENT

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

Agent Signature _____ Date _____ Applicant Signature _____ Date _____

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

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

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

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

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

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

YES ____ NO ☒ If yes, please provide details for each instance.

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

YES ____ NO ☒ If yes give date, location, and reasons.

9. TYPE OF BUSINESS: (Check One)

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

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

OATH

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

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

SIGNATURE OF APPLICANT(S):

1. Betty J. Amburn

2. _____



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

Gloria J. McKinney
NOTARY PUBLIC

OFFICE USE ONLY

PROXIMITIES (LEAVE BLANK IF A TRANSFER OF OWNERSHIP):

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

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

C. Other Distances:

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

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

Is this location or has this location been licensed for alcohol?

☒ Yes☐ No

If Yes, License Number: 292

Last Year Licensed: 2021

Business Name: Moree's Grocery & Service Station

Licensee: Keith Moree

Lic. No.

Fee

ABC Date

Accepted by:

ADDITIONAL INFORMATION

WORK SESSION DATE: November 29, 2021

REGULAR MEETING DATE: December 6, 2021

ZONING: C-1

DISTRICT: 6

Applicant(s) meet criteria:

☒ Yes☐ No

Location meets criteria:

☒ Yes☐ No

Director/License Inspector

Date

Recommendation:

☒ Approved☐ Disapproved

Chief of Police/Designee

Date

Remarks:

County Clerk/Designee

Date

☐ Approved☐ Disapproved

COPY OF ADVERTISEMENT

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

COMMENTS:



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

ALCOHOL LICENSE APPLICATION

Date of Application: October 28, 2021

☒ New Applicant

☐ Transfer of Ownership

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

☒ **Administrative Fee: \$50**

Check Appropriate Block(s):

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

CORPORATION NAME: Sylvester Food LLC.

TRADE NAME OF BUSINESS: Sylvester Food

BUSINESS ADDRESS: 3333 Sylvester Hwy

BUSINESS PHONE:

CITY: Albany

STATE: Georgia

ZIP CODE: 31705

COUNTY IN WHICH
BUSINESS IS LOCATED: Dougherty

MAILING ADDRESS IF DIFFERENT FROM BUSINESS ADDRESS

MAILING ADDRESS: 4015 1st. Ave.

CITY: Arabi

STATE: Georgia

ZIP CODE NUMBER: 31712

THIS APPLICATION IS FILED BY:

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

GENERAL INFORMATION LICENSEE

1. FULL NAME OF LICENSEE: Faryal Salf Cheema

ADDRESS OF LEGAL RESIDENCE: 4360 Bedgood Ave.

CITY: Arabi

STATE: Georgia

ZIP CODE: 31712

COUNTY OF
RESIDENCE: Crisp

MOBILE PHONE: (229) 406-1932

EMAIL: faycheema1997@gmail.com

AGE: 24

2. FULL NAME OF LICENSEE:

ADDRESS OF LEGAL RESIDENCE:

CITY:

STATE:

ZIP CODE:

COUNTY OF
RESIDENCE:

MOBILE PHONE:

EMAIL:

AGE:



Item 8d.

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

ALCOHOL LICENSE APPLICATION

Date of Application: October 28, 2021☒ New Applicant☐ Transfer of Ownership

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

☒ **Administrative Fee: \$50****Check Appropriate Block(s):**

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

CORPORATION NAME: Sylvester Food LLC.TRADE NAME OF BUSINESS: Sylvester FoodBUSINESS ADDRESS: 3333 Sylvester Hwy

BUSINESS PHONE:

CITY: AlbanySTATE: GeorgiaZIP CODE: 31705COUNTY IN WHICH
BUSINESS IS LOCATED: Dougherty**MAILING ADDRESS IF DIFFERENT FROM BUSINESS ADDRESS**MAILING ADDRESS: 4015 1st. Ave.CITY: ArabiSTATE: GeorgiaZIP CODE NUMBER: 31712

THIS APPLICATION IS FILED BY:

☐ SINGLE PROPRIETOR ☐ PARTNERSHIP ☒ CORPORATION (Documents Required) ☐ PRIVATE CLUB (Documents Required)**GENERAL INFORMATION LICENSEE**1. FULL NAME OF LICENSEE: Faryal Saif CheemaADDRESS OF LEGAL RESIDENCE: 4360 Bedgood Ave.CITY: ArabiSTATE: GeorgiaZIP CODE: 31712COUNTY OF
RESIDENCE: CrispMOBILE PHONE: (229) 406-1932EMAIL: faycheema1997@gmail.comAGE: 24

2. FULL NAME OF LICENSEE:

ADDRESS OF LEGAL RESIDENCE:

CITY:

STATE:

ZIP CODE:

COUNTY OF
RESIDENCE:

MOBILE PHONE:

EMAIL:

AGE:

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

Item 8d.

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

Name: _____ Age: _____ Phone # _____

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

CERTIFICATION OF APPOINTMENT

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

Agent Signature

Date

Applicant Signature

Date

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

	Name	Address	Percentage
A	Faryal Cheema	3333 Sylvester Rd. Albany, Ga. 31705	100%
B	_____	_____	_____
C	_____	_____	_____

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

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

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

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

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

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

9. TYPE OF BUSINESS: (Check One)

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

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

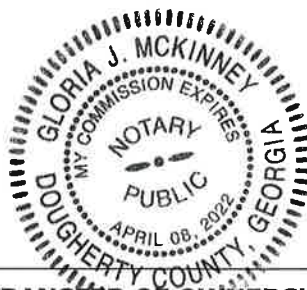
OATH

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

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

SIGNATURE OF APPLICANT(S):

1. Faryal Cheema
2. _____



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

Gloria J. McKinney
NOTARY PUBLIC

OFFICE USE ONLY

PROXIMITIES (LEAVE BLANK IF A TRANSFER OF OWNERSHIP):

- A. Nearest School: 16000 + Feet From: TURNER ELEMENTARY (2001 LEONARD AVE.)
(Must be greater than 300 ft. for beer and wine, 600 ft. for distilled spirits)
- B. Nearest Church: 3000 + Feet From: VECTORY TABERNACLE ASSEMBLY OF GOD (3570 SYLVESTER RD.)
(Must be greater than 300 ft.)
- C. Other Distances:
1. N/A _____ feet.
(Distance between Bars, Nightclubs, Taverns, Lounges within 1,000 feet of this applied location.)
 2. N/A _____ feet.
(If requested location is within 300 feet of Government owned or operated Alcohol Treatment Center.)
 3. N/A _____ feet.
(If requested location is within 300 feet of any Housing Authority Property.)
- D. Package Stores _____ feet from existing package store _____
located at _____, (Must be greater than 1,500 ft.)

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

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

Business Name: Road Runner

Licensee: Rithy & Sithy Inc.

Lic. No. DA21-00001

Fee \$750.00

ABC Date 11/18/2021

Accepted by: A.D. [Signature]

ADDITIONAL INFORMATION

WORK SESSION DATE: November 29, 2021

REGULAR MEETING DATE: December 6, 2021

ZONING: C-3 DISTRICT: 6

Applicant(s) meet criteria: Yes No

Location meets criteria: Yes No

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

Recommendation: Approved Disapproved

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

Remarks:

County Clerk/Designee

Date

Approved

Disapproved

COPY OF ADVERTISEMENT

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

COMMENTS:

American Rescue Plan Act (ARPA)

Item 8e.

Dougherty County Proposed Spending Plan (\$17 Million)

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

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

Eligible Uses:

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

PRIORITY 1: ADMINISTRATION

(Essential Business Operations)

Proposed Project	Eligibility Reference	FY 22 Proposed Cost
Premium Pay Raise (Public Safety – GF)	3	\$2,546,058
Premium Pay Raise (Public Safety – SSD)	3	\$406,362
Premium Back Pay (\$1K Per Employee)	3	
Consultants	1	\$50,000
Employee Vaccination Incentives (\$300)	1	\$300,000
Incentive Based COVID Vaccine Event (Dougherty Residents)	1	\$400,000
Family First Corona Virus Response Act (FFCRA) (Pd. Sick/Family/Med)	1	\$200,000
Health Plan COVID Costs	1	\$1,500,000
COVID PPE	1	\$120,000
Technology (Computers, Software & Radios)	1	\$1,016,234
Broadband (20% Match)	7	\$1,001,346
Contingency	1	\$60,000
TOTAL PRIORITY 1: ADMINISTRATION (85.9%) (Essential Business Operations)		\$7,600,000

PRIORITY 2: DEPARTMENTS

(Essential Public Service Delivery)

Department/ Proposed Projects	Eligibility Reference	FY 22 Proposed Cost
Public Library (Mobile Library)	1	\$400,000
Health Department	1	\$400,000
TOTAL PRIORITY 2: DEPARTMENTS ONLY (9.4%) (Essential Public Service Delivery)		\$800,000
TOTAL PROPOSED PRIORITY 1 & 2 PROJECTS: FY 22 (Tranche 1 - \$8.5 Million Received May 2021)		\$8,400,000 (\$100,000)

State of Georgia
County of Dougherty

EMPLOYMENT AGREEMENT

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

WITNESSETH:

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

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

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

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

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

Section 1. **Duties.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 3. Salary.

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

Section 4. Hours of Work.

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

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

Section 5. Annual Leave, Sick Leave, Etc.

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

Section 6. Vehicle Use.

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

Section 7. General Expenses.

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

Section 8. Health Care Benefits & Insurance.

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

Section 9. Retirement.

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

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

Section 10. **Dues and Subscriptions.**

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

Section 11. **Professional Development.**

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

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

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

Section 12. **Bonding.**

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

Section 13. **Indemnification.**

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

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

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

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

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

Section 15. **Notices.**

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

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

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

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

Section 16. **Assignment.**

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

Section 17. **General Provisions.**

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

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

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

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

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

Christopher S. Cohilas, Chairman

Employee:

Kenneth Johnson

Attest:

Clerk
Dougherty County, Georgia

Approved as to form:

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

State of Georgia
County of Dougherty

EMPLOYMENT AGREEMENT

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

SECTION 1. DUTIES.

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

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

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

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

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

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

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

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

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

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

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

SECTION 2. TERMINATION AND SEVERANCE PAY.

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

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

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

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

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

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

SECTION 3. SALARY.

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

SECTION 4. HOURS OF WORK.

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

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

SECTION 5. ANNUAL LEAVE, SICK LEAVE, ETC.

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

SECTION 6. VEHICLE ALLOWANCE.

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

SECTION 7. GENERAL EXPENSES.

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

SECTION 8. HEALTH CARE BENEFITS & INSURANCE.

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

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

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

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

SECTION 9. RETIREMENT.

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

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

SECTION 10. DUES AND SUBSCRIPTIONS.

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

SECTION 11. PROFESSIONAL DEVELOPMENT.

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

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

SECTION 12. BONDING.

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

SECTION 13. INDEMNIFICATION.

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

SECTION 14. OTHER TERMS AND CONDITIONS OF EMPLOYMENT.

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

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

SECTION 15. NOTICES.

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

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

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

SECTION 16. ASSIGNMENT.

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

SECTION 17. GENERAL PROVISIONS.

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

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

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

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

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

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

Board of Commissioners of
Dougherty County, Georgia

Christopher S. Cohilas

Employee:

Michael A. McCoy



**DOUGHERTY COUNTY BOARD OF COMMISSIONERS
ADMINISTRATION**

Christopher Cohilas, C

Item 8h.

Ed Newsome, *District 1*

Victor Edwards, *Vice Chairman, District 2*

Clinton Johnson, *District 3*

Russell Gray, *District 4*

Gloria Gaines, *District 5*

Anthony Jones, *District 6*

Michael McCoy, *County Administrator*

W. Spencer Lee, IV, *County Attorney*

November 12, 2021

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

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

Dear Commissioners:

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

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



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

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

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

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

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

Dougherty County Health Board

Two new applicants

Felicia Brown

Dr. Tamara Davis

2

Item 8j.

Felicia B. Brown

Phone: (229) 406-5216 • Email: fbrown211@yahoo.com

EXECUTIVE PROFILE

Procurement ~ Grants Management ~ Accounts Management

Reliable and resourceful professional with years of experience in positions of increasing responsibility and duties. Overcome complex business challenges and make high stakes decisions using experienced-based judgment, strong work ethic and impeccable integrity. Dedicated and energetic with the ability to work well in fast-paced, high pressure environments. Multitasker who can perform an array of skills in addition to other duties with minimal supervision. Team player with excellent verbal and written communication skills. Ability to build rapport with all levels of management and colleagues. Capacities to use MS Office Suites - Word, Excel, PowerPoint, Outlook, Google Sheets and Internet Browsers; System/Program – PeopleSoft

- | | | |
|--------------------------|------------------------|----------------------------------|
| ♦ Budget Development | ♦ Proposal Development | ♦ Project Planning & Development |
| ♦ Finance and accounting | ♦ Compliance | ♦ Pre/Post Award Management |
| ♦ Procurement | ♦ Accounts Management | ♦ Contracts |

PROFESSIONAL SUMMARY

Dougherty County School System, Albany, GA

09/2018 – Present

Logistical Services/Assistant Director

- Oversee the day-to-day operations of the purchasing department. Review and approve requisitions and purchase orders, create and post bids. Perform budget checks and ensure that procured items/services are sourced accurately. Seek state contracts and consortia for effective cost saving results and quality control.
- Ensure assets are inventoried and maintained in the financial management system after purchase, sale, or surplus
- Risk management liaison for the district's property, casualty, general liability and cyber coverage.
- Compile risk-related data from internal or external resources to assess and mitigate loss.
- Manages post-award processes to include negotiation and acceptance of award terms and conditions; coordinates the process of budget revisions and no cost extensions
- Performs follow-ups for post-award inquiries such as carry-forwards, new year awards, new billing agreements and contracts
- Manages the subcontracting process by preparing RFP/RFQ, negotiating work-statements/budgets and executing contracts
- Assists with proposal development, budget development and related pre-award issues for a diverse sponsor portfolio
- Maintains and enforces compliance for grant funding according to specified guidelines and the Uniform Grant Guidance; establishes and implements best practices and creative solutions to conducted sponsored activities
- Develops professional learning workshops to educate faculty and staff on compliance, guidelines and requirements of new awards as it pertains to grant and procurement cycles, purchasing and P-Card policies.
- Develops and maintains databases and master files for post-award information, grant reporting, proposals and contracts.
- Maintains purchasing tables of inventory, and fixed assets modules for the annual monitoring of equipment reports as specified under the grants/contract equipment inventory and federal property manual
- Monitors fiscal management of budgets to ensure that expenditures are properly recorded according to grant and project guidelines and track budget changes.
- Streamlines post award processes for internal or external resources according to the guidelines to provide guidance from award to closeout. Communicates changes such as time and effort, scope of work, etc.

Albany State University, Albany, GA

02/2016 – 09/2018

Purchasing Card/Contract Administrator

- Implemented processes to monitor and maintain departmental budgets as forecasted in fiscal year projections
- Verified the procurement practices comply with established ethical practices as set forth by both the Department of Administrative Services and the Board of Regents
- Served as the primary liaison to Department of Administrative Services to effectively resolve issues, maintain vendor relations, conduct audits and ensure compliance
- Provided oversight and day-to-day administration of the University P-Card program and contracts, served as program administrator and primary contact with department heads, faculty and staff to advise on the program and how to implement usage within their department
- Reviewed contractual performance of both parties to ensure compliance with terms.
- Responsible for contract renewals, extensions and performance. Worked closely with legal to ensure contractual language and terms were clear and concise.

Felicia B. Brown
Page 2

- Evaluated and administered agreements for contracted services including preparing new contracts, contract renewals, and contract amendments. Identify conflicts or changes requiring resolution at contract renewal
- Updated policies, procedures, forms and training materials relating to the P-Card Program; conducted training/workshops for faculty, staff and administration on compliance, and terms and agreement
- Reconciled accounts and monthly master statement, created reports to DOAS as required; and troubleshoot issues encountered with the program
- Maintained high volumes of financial activity in a fast-paced, risk-based corporate environment
- Managed contract creation, execution and analysis to maximize organizational and financial performance while reducing financial risks

06/2015 – 02/2016

Buyer/ Procurement

- Monitored and created purchase orders/requisitions to determine accuracy and sourcing information
- Made purchases by competitive bidding, informal quotations and negotiation, and in compliance with procurement laws and policies
- Prepared written correspondence to vendors and system personnel related to purchasing practices, policies and procedures; timely and resourceful resolution of issues and corrective actions
- Worked with accounting to ensure that expenditures are properly coded according to university and Federal guidelines
- Performed administrative duties related to the procuring of services, supplies and equipment in conformance with the laws and policies of Georgia Department of Administrative Services and Board of Regents.
- Created purchase orders and accurately reviewed and sourced NIGP codes. Knowledgeable in PeopleSoft
- Assisted in development of and maintaining processes of purchasing, contracts and procurement sources including small business and minority owned suppliers to stay abreast of trends, technologies, products and services
- Interacted with all levels of management in adhering to apportioned budgets

OTHER EMPLOYMENT

- **Dougherty County Board of Commissioners, Albany, GA** 10/2013 – 06/2015
Accountant
- **Department of Juvenile Justice, Albany, GA** 07/2011 – 10/2013
Administrative Operations Coordinator

EDUCATION

- Masters of Business Administration** 2019
Albany State University, Albany, GA
- Bachelor of Science in Business Management** 2017
Albany State University, Albany, GA
- Associates of Business Management** 2010
Darton State College, Albany, GA

PROFESSIONAL DEVELOPMENT & AFFILIATION

- Certification in State Purchasing (GCPA) Renewed 07/2020
- Diploma-Project Management 11/2017
- Certification Contract Administration 12/2017
- Certification in State Purchasing Card Administrator (GCPCA) Renewed 07/2021
- Dougherty County Management and Administrative Training 2014
- National Society of Leadership and Success

CURRICULUM VITAE

Tamara C. Davis DNP, FNP-C, APRN

2622 E. Doublegate Drive
Albany, Georgia 31721
229-349-5996
tamdavis123@aol.com

Board Certified Family Nurse Practitioner/Doctorate in Nursing Practice

EDUCATION

- 2017 Doctor of Nursing Practice
Augusta University formerly the Medical College of Georgia
Research interests: Health disparities, community-based participatory research, faith-based behavioral interventions
- 2013 Master of Science in Nursing/Family Nurse Practitioner
Albany State University, Albany, GA.
- 2000 Bachelors of Science in Nursing
Albany State University, Albany, GA

PROFESSIONAL LICENSURE & CERTIFICATIONS

- Georgia Nursing License: RN NP 155095 Exp.1/31/2021
- American Academy of Nurse Practitioners
Family Nurse Practitioner #F0314224 Exp. 5/11/2024
- Georgia Nursing License: RN 155085 Exp.1/31/2021
- American Heart Association Basic Life Support Instructor: Exp. 5/2019

ACADEMIC POSITIONS

- 2015--to
current Adjunct Nursing Faculty (online)-Visiting Professor,
Chamberlain University, College of Nursing [Pre-licensure Nursing
Program]
- 2015-2016 Interim Director-Family Nurse Practitioner Program, Albany State University,
Albany, Ga
- 2013-2016 Assistant Professor (face to face; online), Family Nurse Practitioner
program, MSN program, Undergraduate Nursing program, Albany State
University, Albany, Ga
- 2012-2013 Nursing Workforce Diversity Grant Coordinator , College of Nursing, Albany
State University, Albany, Ga

2005-2013 Clinical Instructor, College of Nursing, Albany State University, Albany, Ga

CLINICAL POSITIONS

2015-current Family Nurse Practitioner, United Health Group/Optum Health, Albany, Ga

2014-2016 Family Nurse Practitioner, Transform Health Rx, Columbus, Ga, Corporate Health Clinic (Thursday Clinic)

2014-2016 Family Nurse Practitioner, Loving Hands Extended Home Services LLC, Albany, Ga (PRN-as needed)

DOCTORATE OF NURSING PRACTICE PROJECT

2017 Tamara Davis. DNP Project. Enhancing the efficacy of an African American faith-based health and wellness program through a needs assessment.

MSN THESES/ FNP PROJECTS:

2015-2016 Kayla Sherrouse. What Do the Elderly in Long Term Care Facilities Know About Urinary Tract Infections. Role: Committee Member, Graduated 2016

2015-2016 Dionne Walker and Sheree Cunningham. Nurse Practitioner Awareness of Celiac Disease. Role: Committee Member, Graduated 2016

2015-2016 Wendy Livingston. What Are Nurse Practitioner's Barriers When Treating Children Obesity. Role: Committee Member, Graduated 2016

2014-2015 Megan Robins. Perceived Barriers To Breast Cancer Screening Among Rural South Georgia Women: Utilizing the Health Belief Model. Role: Committee Member, Graduated 2015

2014-2015 Kasheika Williams. Attitudes Of Healthcare Providers Towards HIV/AIDS Patients. Role: Committee Member, Graduated 2015

2013-2014 Julie Leary. How Do Nurses Provide Care During A Nursing Shortage. Role: Committee Member, Graduated 2014

2013-2014 Joyce Michelle McCook. The Measured Outcome of Current Diabetic Education For Nurses That Provide Care For Nursing Home Patients Diagnosed with Type II Diabetes. Role: Committee Member, Graduated 2014



2013-2014 Porcial Wilson. The School Nurses' Attitude Toward Type II Diabetes in School Children. Role: Committee Member, Graduated 2014

GRANTS FUNDED PI, CO-I, PROJECT DIRECTOR ROLES

Completed

Emory Prevention Research Center (Davis, PI) 2010-2012
Prevention Strategies that Work-a Mini Grants Program, health promotion program for faith-based organizations
Funded: \$5000

HRSA (Davis, Project Director) 2012-2013
Nursing Workforce Diversity
Funded: \$400,000

PEER-REVIEWED PUBLICATIONS

Published

Arriola, K., Hermstad, A., St. Clair, S., Honeycutt, S., Carvalho, M., Cherry, S., **Davis, T.**, Frazier, S., Liang, L. Escoffery, C., Kegler, M. (2016). Promoting Policy and Environmental Change in Faith-Based Organizations: Description and Findings from a Mini-Grants Program. American Journal of Health Promotion

Arriola, K., Hermstad, A., St. Clair, S., Honeycutt, S., Carvalho, M., Cherry, S., **Davis, T.**, Frazier, S., Liang, L. Escoffery, C., Kegler, M. (2014). Promoting Policy and Environmental Change in Faith-Based Organizations: Description and Findings from a Mini-Grants Program. Health Promotion Practice

CONFERENCE PRESENTATIONS AND PUBLISHED ABSTRACTS

Oral

Davis, T., Arriola, K., Kegler, M., Carvalho, M. Promoting Policy and Environmental Change in Faith-Based Organizations: Organizational Level Findings from a Mini-Grants Program. Abstract for the 86th Annual Meeting and Conference of the Georgia Public Health Association, Atlanta, GA, April 2015.

Davis, T., Arriola, K., Kegler, M., Carvalho, M. Description and Baseline Findings With Environmental Change from the Prevention Strategies that Work (PSW) Southwest Georgia Mini Grants Program in Faith Based Organization. Abstract for the 85th Annual Meeting and Conference of the Georgia Public Health Association, Atlanta, GA, March 2014.

HONORS & AWARDS

2021 Lead Nurse Practitioner (Optum Health)

2020 Albany Ga Community Hero of the Year (Albany Herald-Best of the Best)

2018 Clinical Sages of Excellence Award, United Health Group/Optum Health

2015 Outstanding Faculty Member College of Nursing, Albany State University

2000 Phoebe Putney Memorial Hospital Clinical Award

2000 Alpha Kappa Mu National Honor Society Award

PROFESSIONAL MEMBERSHIPS

2014 Flint River Nurse Practitioner Association

2014 American Academy of Nurse Practitioners

2014 National Association of Nurse Practitioner Faculties

2015 Sigma Theta Tau International

Assessment	Faculty/Lecturer	
NURS 5210 Advanced Pathophysiology	Online Faculty/Lecturer	Fall 15

ALBANY STATE UNIVERSITY TEACHING ASSIGNMENTS

(Undergraduate Nursing Courses—Face to Face)

Course	Role	Year
NURS Adult Health Nursing II	Faculty/Lecturer	Fall 16
NURS Fundamental Concepts of Professional Nursing	Faculty/Lecturer	Spring 16-to current
NURS Pathophysiology for Health Providers	Faculty/Lecturer	Fall 16
NURS Senior Comprehensive Nursing	Faculty/Lecturer	Spring 16
NURS Directed Study/NCLEX Prep	Faculty/Lecturer	Summer 16
NURS Pharmacology	Faculty/Lecturer	Fall 15 to current

COLLEGE OF NURSING SELECTED ACTIVITIES (Albany State University)

2014-2016	Graduate Faculty Committee (member)
2013-2016	Undergraduate Curriculum Committee (member)
2012-2016	Department of Nursing Hospitality and Pinning Ceremony Committee (chairperson)
2012-2016	Nursing Student Outreach Association (Advisor)
2012-2016	Nursing Workforce Diversity Scholarship Selection Committee
2012	Undergraduate Program Admissions Committee

UNIVERSITY COLLEGE-WIDE SERVICE (Albany State University)

2016	Strategic Planning Committee: Outreach & Economic Development
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COMMUNITY SERVICE

Local

2017-present	Alpha Kappa Alpha Sorority, Inc (Health and Wellness chairperson)
2015-present	Ray of Hope (Annual Free Mobile Health Clinic)

CHAMBERLAIN UNIVERSITY TEACHING ASSIGNMENTS

Course	Role	Year
NR449 Evidence Based Practice	Online Faculty/Lecturer	September 18-to current
NR 283 Pathophysiology*	Online Faculty/Lecturer	January 18-to current
NR449 Evidence Based Practice	Online Faculty/Lecturer	January 18
NR449 Evidence Based Practice	Online Faculty/Lecturer	September 17
NR449 Evidence Based Practice	Online Faculty/Lecturer	March 17-to current
NR228 Nutrition, Health, Wellness*	Online Faculty/Lecturer	March 17
NR449 Evidence Based Practice	Online Faculty/Lecturer	January 17
NR449 Evidence Based Practice	Online Faculty/Lecturer	March 16
NR 293 Pharmacology in Nursing	Online Faculty/Lecturer	May 16
NR 293 Pharmacology in Nursing	Online Faculty/Lecturer	July 16
NR449 Evidence Based Practice	Online Faculty/Lecturer	October 16

ALBANY STATE UNIVERSITY TEACHING ASSIGNMENTS**(MSN/Family Nurse Practitioner Courses)**

Course	Role	Year
NURS 5410 Intro to Family Primary Care	Online Faculty/Lecturer	Fall 15, 16-to current
NURS 6101 Primary Care of Women	Online Faculty/Lecturer	Summer 14,15,16
NURS 5421 Primary Care of Children	Online Faculty/Lecturer	Spring 15,16
NURS 6211 Primary Care of Adults	Online Faculty/Lecturer	Fall 16
NURS 6820 Family Nurse Practitioner Practicum	Online Faculty/Lecturer	Spring 15-to current
NURS 6310 Primary Care Issues in Health Promotion for Communities	Online Faculty/Lecturer	Fall 15
NURS 5100 Advanced Health	Online	Summer 14,15,16

11

- 2011-present Health and Wellness Ministry (medical liaison)
- 2010-present Albany Faith Network (Leader, Consultant)
- 2007-2010 Relay for Life (participant)

12

Item 8j.

**A RESOLUTION
ENTITLED**

A RESOLUTION TO DECLARE AS SURPLUS A SALVAGED 2017 FORD POLICE INTERCEPTOR (VIN NO. 1FM5K8ARXHGB08040) AND HAVE SAID SURPLUSSED SALVAGED VEHICLE DISPOSED OF THROUGH UNDERWRITERS SAFETY AND CLAIMS, DOUGHERTY COUNTY'S THIRD PARTY ADMINISTRATOR; REPEALING RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT HERewith; AND FOR OTHER PURPOSES.

WHEREAS, Dougherty County, Georgia is desirous of declaring as surplus a 2017 Ford Police Interceptor (VIN NO. 1FM5K8ARXHGB08040) and having said vehicle disposed of a surplused salvaged vehicle through Underwriters Safety and Claims, Dougherty County's Third Party Administrator.

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

SECTION I Dougherty County's salvaged 2017 Ford Police Interceptor (VIN NO. 1FM5K8ARXHGB08040) is hereby declared as surplus property and the County Administrator is hereby authorized to both dispose of said vehicle through Underwriters Safety and Claims, Dougherty County's Third Party Administrator, and to execute Form T-19 permitting U S & C through their salvaged contractor, Insurance Auto Auction, to dispose of said surplus property.

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

This the 6th day of December, 2021.

BOARD OF COMMISSIONERS OF
DOUGHERTY COUNTY, GEORGIA

BY: _____
Christopher S. Cohilas, Chairman

ATTEST:

County Clerk

Requested Surplus and Disposal to Underwriters Safety and Claims

Sheriff's Office		
Description	VIN Number	Condition
2017 Ford Police Interceptor Utility	1FM5K8ARXHGB08040	Non-salvageable

RESOLUTION

Supporting Reform to Georgia's Annexation Dispute Resolution Law

WHEREAS, annexation of unincorporated areas by municipalities may be appropriate to provide public services not otherwise available from the county, but may be abused when its primary objectives are to expand a city's tax base or circumvent a county's land use plan or zoning ordinance;

WHEREAS, the pressure from growth and development is expected to increase in the future and annexation for land use changes may adversely impact neighboring residents, disrupt a county's land use plan, cause significant service delivery challenges, and/or strain existing county infrastructure;

WHEREAS, city governments are neither elected by nor accountable to unincorporated residents and may not duly consider their concerns in making land use decisions impacting them;

WHEREAS, in 2007 the Georgia General Assembly established an annexation dispute resolution procedure to try to help balance these interests while respecting everyone's property rights;

WHEREAS, this dispute resolution procedure has not been changed since its enactment and is long overdue for revisions to further avoid the negative impact on Georgia citizens;

WHEREAS, in 2021, the Georgia House of Representatives adopted House Resolution 222, establishing a Study Committee on Annexation to review the dispute resolution procedure; and

WHEREAS, the House Study Committee held hearings around the state, solicited recommendations from impacted annexation stakeholders, and has issued its final report and recommendations.

NOW, THEREFORE, BE IT RESOLVED by the _____ Board of Commissioners that this body urges the Georgia General Assembly to follow the recommendations of the 2021 House Study Committee on Annexation and adopt meaningful reforms to Georgia's annexation dispute resolution law during the 2022 legislative session. These changes should:

- revise the procedures of the annexation dispute resolution process;
- empower the Department of Community Affairs to administer this process more effectively; and
- better balance the oftentimes conflicting interests among counties, cities, incorporated and unincorporated citizens, and developers seeking different land uses through annexation. As only State law can help reach this balance, State law must be changed to respect all parties and persons impacted by Georgia's continued population growth.

BE IT FURTHER RESOLVED that a copy of this Resolution be delivered to each member of the Georgia House of Representatives and Senate representing _____ County and made available to ACCG, the public and press.

ADOPTED, THIS _____ **DAY OF** December, 2021.

_____ **COUNTY BOARD OF COMMISSIONERS**

**Georgia's Annexation Dispute Resolution/Arbitration Process:
ACCG Recommendations for the House Study Committee on Annexation
August 11, 2021**

Issue I – The county's 30-day shot clock to object is often too short, particularly if an annexation petition is flawed or changed.

Currently, when a city receives a petition for annexation from a property owner, the city notifies the county by forwarding that petition to them within five days, O.C.G.A. § 36-36-6. This notification commences the county's 30-day shot clock on whether to object to the annexation. This is sometimes prior to the city reviewing the application for completeness or showing interest in approving the annexation. This then makes the county the first government entity to act on a proposed annexation, not knowing whether the city is even interested in considering, altering or approving the annexation.

For a county's annexation objection to be proper, the decision must be made by a majority vote of the county commission in an open meeting and based on one of the stated grounds for objection. Furthermore, the county must show that the objection is grounded on a "material increase in the burden" upon the county directly related to a proposed change in land use or zoning, increase in density, or infrastructure demands related to the change in zoning or land use. The county must provide financial impact evidence in the objection. This process takes time and resources and may not be necessary, dependent upon the actions of the city in approving or altering the proposed annexation.

Closely related to the above, counties often get city annexation notices that do not comply with the city's rezoning or annexation requirements or state law. This is usually the case of the applicant providing inaccurate information in their annexation petition to the city (e.g., not providing a legal description, having conflicting legal descriptions, conflicts in descriptions and surveys or plats, creation of an island, the annexation of a partial parcel, etc.) A county's decision on whether to object should be based on an accurate petition, as deemed accurate and accepted by the city.

ACCG Recommendations:

- Require the city, either through a vote of the governing authority or the planning and zoning commission, to deem that the annexation petition is correct and is accepted, and then forward the application to the county.
 - The city can take however long it desires to accept and review the application, but the county's 30-day shot clock should not commence until this city vote occurs and the county subsequently receives the annexation notice/petition.
 - This will provide the city an opportunity to address any deficiencies in the annexation petition, ensure that its annexation standards and state law are being followed, consider whether it is interested in pursuing the annexation, and/or suggest any changes to the applicant.

- This could also provide the city and landowner(s) – and possibly the county – an opportunity to communicate and possibly negotiate changes before the county’s 30-day shot clock commences.
- The city vote is not the final action on approving or denying the annexation, so the vote to accept the annexation petition and notify the county is a process requirement and does not have any legal bearing on the city.
- Require the city to notify the county of any land use, zoning or other changes to the annexation petition during the time period by which the county must wage its objection. The county’s 30-day objection shot clock should start over if there are any changes to the annexation petition. If a proposed annexation changes, the county may elect not to object, thus saving the city, county, DCA, arbitration panelists and landowner(s) time and resources in avoiding an unnecessary arbitration process.
- The property owner petitioning for the annexation should be required to be current on paying their city and county property taxes.

Issue II – Authorize additional means of city and county notification.

State law requires cities to notify and submit annexation petitions to counties by certified mail or statutory overnight delivery within five days. If a county elects to object to an annexation, they must do so and provide supporting information to cities by certified mail or statutory overnight delivery within 30 days. Cities and counties should be able to mutually establish other means of notification delivery.

ACCG Recommendation:

- In addition to certified mail or statutory overnight delivery, authorize cities and counties to mutually agree to deliver/receive these notifications via e-mail, in person or by some other means.

Issue III – The arbitration panel should have a limited opportunity to extend its shot clock.

State law requires that the arbitration panel provide its final decision (findings and recommendations) no later than the 60th day after the panel is appointed. On some occasions it is difficult to appoint an arbitration panel and, once established, find an agreeable date to commence the arbitration due to the conflicting schedules of all the involved parties (DCA, panelists, city, county, attorneys, property owners and witnesses).

ACCG Recommendation:

- Authorize the chairperson of the arbitration panel to extend the panel’s 60-day shot clock once, for up to 10 additional days.

Issue IV – The city and county should have an opportunity to mutually stay the arbitration process.

Once a county has filed an objection and the arbitration process has commenced, there is no mechanism by which the city and county can stay or postpone the arbitration process to take additional time to discuss and possibly negotiate a proposed annexation.

ACCG Recommendation:

- The city and county should be authorized, by mutual agreement, to postpone or temporarily stay the arbitration process for negotiation/discussion purposes.

Issue V – The arbitration funding ratio should be changed.

Currently, the county automatically pays 75 percent of the cost for the arbitration process. The arbitration panel determines how to equitably divide the other 25 percent of the cost as the facts of the objection warrant. Arbitration panelists are to receive the same per diem, expenses and allowances as legislative study committees. The cost of the property owner's participation in the process has the same formula as above, with the county responsible for paying at least 75 percent.

ACCG Recommendations:

- The cost of the arbitration process should be split evenly between the city and the county.
- Property owners petitioning for the annexation should pay their own arbitration costs.

Issue VI – The one-year period on an arbitration panel's annexation conditions should be extended.

An arbitration panel does not have the authority to approve or deny a proposed annexation; however, it may decide to attach zoning, land use or density conditions to the property for one year. The panel may also decide not to place any conditions on the property or may propose any reasonable mitigating measures as to an objection involving infrastructure demands.

ACCG Recommendations:

- An arbitration panel should be authorized to attach zoning, land use or density conditions to the property for up to three years. The city and county could then mutually agree to alternative conditions and a period less than that.
- Once a city has notified the county of a proposed annexation and the area's proposed land use and zoning, it should not be able to change the zoning or land use to a more intense density than that stated in the notice for two years following the effective date of the annexation - unless the change is agreed to by both the city and the county. Current law states that the zoning and land use cannot be changed for one year.

Issue VII - Should a court reporter (or other recorder) be appointed to record arbitration proceedings?**ACCG Recommendation:**

- ACCG could agree to this if the cost of the reporter is split evenly between the city and county – or assumed by DCA.

Issue VIII - Should arbitration panels be provided legal counsel or an administrative hearing officer?**ACCG Recommendation:**

- ACCG could agree to this if the cost of the legal counsel or hearing office is split evenly between the city and county – or assumed by DCA. Other details on whether legal counsel is consulted can be worked out if this issue is pursued by the General Assembly.

Issue IX – DCA should maintain a record of arbitration panel results.**ACCG Recommendation:**

- Require DCA to produce, maintain and annually update a record of annexation arbitration cases, the parties involved, the issues raised, the outcome, and the arbitration panel's findings and recommendations, if any.

Issue X - Should there be other grounds by which a county can validly object to an annexation?**ACCG Recommendation:**

- Remove the term "material" in O.C.G.A. 36-36-113(a), so that counties may object to an annexation based on all the factors listed regardless of whether they result in a material increase in burden upon the county.



House of Representatives
Study Committee on Annexation and Cityhood

Final Report

Chairman Victor Anderson
Representative, 10th District

The Honorable Rob Leverett
Representative, 33rd District

The Honorable Mary Margaret Oliver
Representative, 82nd District

The Honorable Darlene Taylor
Representative, 173rd District

The Honorable Brad Thomas
Representative, 21st District

November 18, 2021
Prepared by Blake Doss
House Budget and Research Office

Introduction

The House Study Committee on Annexation and Cityhood was created during the 2021 General Session through the passage of House Resolution 222 in order to study annexation dispute resolution and city incorporation procedures. The General Assembly last revised the annexation chapter of the Official Code of Georgia in 2015 and has not amended or reviewed the annexation arbitration process since its enactment in 2007. Moreover, there have been increased cityhood creation movements in the last 20 years, culminating in five city creation bills introduced during the 2021 General Session. The House determined a thorough study of the impacts of new incorporations was needed in order to determine if any negative effects, such as fragmented or duplicated government services, exist.

Representative Victor Anderson (10th) chaired the committee, which also included four additional House members: Representative Rob Leverett (33rd), Representative Mary Margaret Oliver (82nd), Representative Darlene Taylor (173rd), and Representative Brad Thomas (21st). The House Budget and Research Office assigned Mr. Blake Doss to assist the committee and the Office of Legislative Counsel assigned Mr. Stuart Morelli to assist the committee.

The committee held five public meetings, four at the Capitol complex in Atlanta and one in Cherokee County, to hear expert testimony on several issues involving annexation and cityhood. During the first meeting, the committee focused on the dispute resolution/arbitration process, and heard from a range of current and former local government officials and a deputy commissioner for the Department of Community Affairs. The second meeting, held in Cherokee County, gave the committee an opportunity to study annexation disputes at the local level. The third meeting's slate of topics included the effect of annexation on school systems, revenue and debt, and local legislation. During the fourth and final informational meeting, the study committee met in a joint session with the House Governmental Affairs Committee to review the cityhood creation process. The study committee met for a fifth time to approve the final report and formalize recommendations.

The following speakers testified before the committee:

August 17, 2021 – Coverdell Legislative Office Building

Rusty Haygood (deputy commissioner of the Georgia Department of Community Affairs); Bob Weatherford (former mayor pro tempore of Acworth and former Cobb County commissioner); Todd Edwards (deputy legislative director of the Association County Commissioners of Georgia); Tommy Stalnaker (chairman of the Houston County Board of Commissioners); Pat Graham (chairwoman of the Barrow County Board of Commissioners); Jeff Rader (commissioner of the DeKalb County Board of Commissioners); Tom Gehl (director of Governmental Affairs for the Georgia Municipal Association); and Paul Radford (city manager of the city of Sugar Hill).

August 25, 2021 – Northside Hospital Cherokee Conference Center

Harry Johnston (chairman of the Cherokee County Board of Commissioners); Richard Weatherby (District Two commissioner of the Cherokee County Board of Commissioners); Mitch Hamilton (director of Facility Planning and Compliance for the Cherokee County School District); Steven Miller (mayor of the city of Holly Springs); and Donnie Henriques (mayor of the city of Woodstock).

September 16, 2021 – Georgia State Capitol

Rusk Roam (chief financial officer of the Georgia Department of Education); Will Scofield (superintendent of the Hall County School System); Brad Alexander (parent within Decatur City Schools); Ed Lindsey (lobbyist for the DeKalb County School District); Roger Murray (public finance lawyer for Murray Barnes Finister, LLP); Clint Mueller (legislative director for the Association County Commissioners of Georgia); Tom Gehl (director of Governmental Affairs for the Georgia Municipal Association); Gina Wright (executive director of the Legislative and Congressional Reapportionment Office); and Todd Edwards (deputy legislative director for the Association County Commissioners of Georgia).

October 4, 2021 – Coverdell Legislative Office Building

Darrell Moore (executive director of the Center for Regional Impact for Valdosta State University); Todd Edwards (deputy legislative director of the Association County Commissioners of Georgia); Tom Gehl (director of Governmental Affairs for the Georgia Municipal Association); Stuart Morelli (deputy legislative counsel for the Georgia General Assembly); and Clint Mueller (legislative director for the Association County Commissioners of Georgia).

November 18, 2021 – Coverdell Legislative Office Building

No speakers testified at this meeting.

Committee Findings

The House Study Committee on Annexation and Cityhood was presented with the following testimony during its four informational meetings.

Dispute Resolution

The General Assembly passed the current annexation arbitration process in 2007, which has not been amended or changed since. The Georgia Department of Community Affairs (DCA) has two roles in relation to annexations in the state, according to Deputy Commissioner Rusty Haygood. First, annexations must be reported to DCA and, second, DCA plays a part in starting the arbitration panel process.

When a city council decides to annex a property, it notifies the county government of its intentions. The county government can accept the annexation or it can object and notify the city of their intention to object within 30 days. DCA has 15 days to impanel an arbitration panel to review the annexation following a county's objection notice to a city. Deputy Commissioner Haygood informed the committee that the law fails to require the local governments to notify DCA; therefore, if DCA learns of an objection on the 14th day, they must impanel the group by the next day as the law ties the start of the 15-day "shot clock" to the notification of the city.

According to Mr. Haygood, the department randomly chooses four names for a panel from a list of predetermined and qualified city officials, four names from a list of county officials, and three random officials from a list of academics. Then the city and county involved in the annexation objection are permitted to strike two names from the opposing government list and one name from the academic list. Following the elimination of names, the final panel is made up of two county officials, two city officials, and one academic. The statute states that individuals should not serve on a panel more than twice a year, which has proven difficult as annexations have continued to increase. From January 1 to August 17, 2021, local governments requested DCA field 13 arbitration panels from a list of 16 city officials, 24 county officials, and 16 academics. Deputy Commissioner Haygood concluded that the requested amount of arbitration panels has continued to grow exponentially over the years, from two in 2017 to 13 by August 2021.

Mr. Bob Weatherford has served on 12 arbitration panels as both a city and county representative. He told the committee that statute requires the panelists to appoint a chair and a secretary to keep the minutes and evidence. The notes and evidence have to be recorded in a specific format and sent to the city and county upon the panel's conclusion; however, a requirement to send the information to DCA is lacking in Code. Mr. Weatherford advocated for adding a court reporter to the panel because the panel hearings are administered like a trial. Moreover, the panel is not able to request advice from outside legal counsel, as ex parte communications are not allowed. Although the panelists typically do not need legal counsel, Mr. Weatherford requested that the panel be given the ability to reach out to the Georgia Municipal Association (GMA) and the Association County Commissioners of Georgia (ACCG) for legal

advice. Mr. Weatherford continued by saying that a panel's decision to stay an annexation should be in effect for three years instead of the one year allowed for in Code now. In addition, Code should allow the panel to downzone the area. "Downzoning" means an area is assigned a zoning designation that is reduced from its current zoning designation. Mr. Weatherford concluded by saying the study committee may consider a review of the panelists' pay, and explained that panelists spend two to three days working on the issue, compared to the two to three hours panelists spent on the issue in the past.

Mr. Todd Edwards, deputy legislative director for ACCG, introduced himself and a panel of county commissioners:

- Mr. Tommy Stalnaker, chairman of the Houston County Board of Commissioners;
- Ms. Pat Graham, chairwoman of the Barrow County Board of Commissioners; and
- Mr. Jeff Rader, commissioner of the DeKalb County Board of Commissioners.

Most annexations have not been contested since the dispute process law passed the General Assembly in 2007. Annexations that have been contested are typically in high growth, metropolitan areas where there is a large amount of development. Disputes usually come about due to land-use and density changes, according to Mr. Edwards. Roughly 56 cases have gone through the dispute process since 2007, which included 17 counties. ACCG created a subcommittee on annexation made up of county commissioners, including the members of this panel, which developed a list of recommendations that were submitted to the study committee. The commissioners reviewed the list of recommendations and the reasons for which they were recommended.

Mr. Tom Gehl, the director of Governmental Affairs for GMA, and Mr. Paul Radford, the city manager of the city of Sugar Hill, were the final speakers to testify in the first meeting. Mr. Gehl said many of the disputes are resolved before the panels even have a discussion, which is a testament that the process works, particularly for the city and county governments that work together. He said that GMA hoped to work together with ACCG to develop a bilateral group of recommendations for the study committee; however, ACCG developed its own list of recommendations, and many of those recommendations mirror many of GMA's items. He and Mr. Radford provided feedback to the list of ACCG's recommendations.

Cherokee County Case Study

The study committee met in Cherokee County in order to hear testimony from Cherokee County local government officials about annexation challenges in the area.

Mr. Harry Johnston, chairman of the Cherokee County Board of Commissioners, opened the second meeting by saying that, "in the utopia... for Cherokee County, we all have a land-use development plan that we all agree to and we all adhere to." The county government does not

object if annexations are reasonable and orderly, but it does object when chain annexations occur. "Chain annexations" reach far from the core of the city and into areas where the county land-use plan is far different from that of the city. Those types of annexations can have a detrimental effect on the people that live in those areas. Mr. Johnston said there are two things that need to be addressed in the dispute resolution process. One, the statute only allows counties to object if there is a unique and direct economic impact on the county. Second, an arbitration panel only has the power to place a stay on an annexation for one year.

Cherokee County District Two Commissioner Richard Weatherby also addressed the committee and stated that it is becoming more difficult to follow the county's land-use plan as more annexations occur. Oftentimes, developers approach the county government first and if the proposed development does not meet the land use plan, the developer goes to a municipality in the vicinity and presents the same plan to the city government. He added that he does not know of any time a city has turned down a development due to the potential tax revenue. The increased density that may come from a development typically affects property values of the homeowners in the area. Mr. Weatherby also mentioned that annexations can systematically destroy historic communities and gave specific examples within the county.

In order to provide an understanding of how his office is involved with annexations, Cherokee County School District Director of Facility and Planning Compliance Mitch Hamilton informed the committee that his office provides staff analysis on the potential impact of annexations and rezoning on the education/student enrollment side of the issue. Mr. Hamilton only provides data analysis and does not offer support or opposition to annexations. The data is used for enrollment projections and planning for future school construction.

Holly Spring Mayor Steven Miller addressed the annexation dispute process during his comments, as well. After providing a history of the dispute resolution process going back to 1997, Mr. Miller stated the county has only objected and entered into arbitration once, and the city of Holly Springs withdrew the annexation proposal. In that instance, the process worked; however, in the four and a half years he has been mayor, he has received many letters from the county objecting to annexations but not none invoked the dispute process. Mr. Miller said a dialogue between the two governments typically works and if not, the dispute process works. He added that he does not think the state needs to pass any additional laws.

Mr. Donnie Henriques, the mayor of the city of Woodstock, was the final local government official to speak to the committee. He told the committee that the right to request annexation is one of the most basic property rights of a property owner. Mr. Henriques spoke about a specific annexation made by the city of Woodstock that received some informal objection from the county, and also gave more detail on the steps the city of Woodstock took prior to annexing the territory.

Prior to adjourning, the study committee took public testimony from the many citizens of Cherokee County that were in attendance that night.

Deannexation, Debt, School Systems, and Other Issues

School Systems

The study committee planned the third meeting to discuss several other topics regarding annexation and deannexation, including the effect of annexations on school systems and how to appropriate public debt when annexations or deannexations take place.

Mr. Rusk Roam, the chief financial officer for the Georgia Department of Education, told the committee that city annexation does not directly change the total amount of funding given to local districts; however, it can affect the state Quality Basic Education (QBE) allocations to the districts when students are included in the annexation. In Fiscal Year 2021, approximately \$11.1 billion was appropriated to 219 school districts, of which 21 are independent city school districts. Funding, at the most basic level, is based on a system's full-time equivalent (FTE) students. If a city annexation includes FTEs, it does not change overall QBE earnings and what the state provides to districts, but it can change the distribution of funds between the county system and the city system.

After Mr. Roam's testimony, Representative Lee Hawkins of Hall County introduced three Hall County officials to the committee: Hall County Superintendent Will Scofield, School Board Vice-Chairman Nath Morris, and Board Member Mark Pettitt.

Mr. Scofield said there are families within his school system that wake up and read in the newspaper that their school district changed overnight. Hall County has two city school districts, Buford City Schools and Gainesville City Schools. Buford City Schools' buildings are in Gwinnett County. There are 35,350 public school students in Hall County, with the county system educating about 76 percent of the students, Gainesville educating around 22 percent of the students, and Buford educating the remaining two or so percent of the students. The county school system is not part of the annexation process, but the two cities' annexations have an effect on the school system. Annexations have a major and ongoing financial impact on county school systems, Mr. Scofield said, and added that most city school districts are not strapped for cash and typically have great facilities. Moreover, he pointed out that cities may annex an area that represents high property tax revenue without picking up any extra students, which means the county loses valuable revenue while still being required to educate the same amount of students with less funding.

Following the Hall County testimony, the committee heard from Mr. Brad Alexander, a parent of a student in Decatur City Schools. Mr. Alexander was involved in negotiations to settle annexation issues between Decatur City Schools and DeKalb County Schools. He said the dispute was beginning to interfere with the two systems' ability to cooperate with one another,

which was unfortunate as neither system wanted to change their boundaries. There is no mechanism for the systems to agree not to take tax base or students from one another. Following input from legislative counsel and the attorney general, Mr. Alexander said the two sides agreed to local legislation to solve the issue, and he added that they chose not to utilize an intergovernmental agreement because those agreements lack the ability to change due to unforeseen circumstances and only exist as long as the two sides continue to agree. Senate Bill 293 (2021 General Session) provides a framework for the two school systems to work together on the issue, and includes: how to handle facilities, when students are allowed a choice in which system to enroll, and how to divide up the tax base.

Mr. Ed Lindsey, a lobbyist for the DeKalb County Schools, said he was on the other side of the discussion with Decatur City Schools and was very pleased with the cooperation that allowed the two sides to come to an agreement following three years of negotiation. He mentioned that a similar piece of legislation, Senate Bill 209 (2021 General Session), was also passed to deal with an issue between Atlanta Public Schools and DeKalb County Schools. Mr. Lindsey said the best example of danger to a county school system from an annexation was in the 2017 annexation of Emory University area by the city of Atlanta. Approximately \$2.6 million a year and approximately six students were shifted from DeKalb County Schools to Atlanta Public Schools following Atlanta's annexation of Emory University.

Public Debt

Following the testimony on school systems, the committee switched its focus to public debt. Mr. Roger Murray, a public finance lawyer for Murray Barnes Finister, LLP, said he has 32 years of experience representing cities, counties, school districts, and bondholders in connection with public finance. He addressed how the debt of a city or county is affected by the creation of a new city, an annexation, or a deannexation. He added that legislators and affected governmental entities need to balance the interests of three parties: the people in the two different taxing jurisdictions and the bondholders, who may get lost in the discussion. Issues relating to debt are relatively straightforward in the creation of a new city or in an annexation; however, issues relating to debt are more complicated when a deannexation takes place or when a deannexed area is incorporated into a new city. In the creation of new cities, no one is harmed because the new city residents remain liable for county debt. In an annexation, the residents of the annexed land become liable for the city's outstanding debt, which they presumably understood if they requested annexation. A deannexation process, in Mr. Murray's opinion, should allow for residents leaving a city to remain liable for the existing debt of a city. In the case of a deannexation followed by a new incorporation of the same land, Mr. Murray said the outstanding debt should be divided between the old city and the new city on an equitable basis to create a fair process for both the local governments and the bondholders.

County Revenue Loss

Mr. Clint Mueller, legislative director for ACCG, and Mr. Tom Gehl, director of governmental affairs for GMA, spoke to the committee about potential county revenue loss through annexation and new incorporations.

Mr. Mueller provided an example of two cities, one which provides a full range of services and one that provides the bare legal minimum of services. In both cases, the cities collect all of the revenue transferred from the county to the city, although the service burden taken from the county differs greatly between the two cities.

In response, Mr. Gehl said some of the revenues the counties receive are removed when an annexation takes place and transferred to the city. He said it is a fundamental question if those taxes and fees should continue to be paid to a county that is not under obligation to continue providing those services. In fact, counties are prohibited by the Georgia Constitution from providing services within city limits without a contract with the city.

Local Districts and Local Legislation

Mrs. Gina Wright, executive director of the Legislative and Congressional Reapportionment Office, briefly spoke to the committee about redrawing local school board district maps and local legislation. Specifically discussing the redrawing of city school board districts, Mrs. Wright said her office does not always know when annexations have taken place on the local level, which means the office may use Census data that may not take into account additions to the city in order to redraw local lines. The legislation creating new local districts typically allows for any part of the city not shown in the map or the description to be added to the district with which it is contiguous. Moreover, when metes and bounds or tax parcels are used for descriptions in local annexation bills, the Reapportionment Office is not able to map those bills for the members as the office uses census blocks and geographic features for mapping purposes.

Deannexation

To conclude the meeting, Mr. Todd Edwards, with ACCG, and Mr. Tom Gehl, with GMA, spoke to the committee about deannexation.

Mr. Edwards pointed out that ACCG believes that the processes, procedures, and safeguards of annexation and deannexation should mirror one another. Under current state law, property owners do not have the same rights to deannex as they do to annex. Essentially, a landowner has to petition a county for approval of a deannexation and then the city may choose to approve or deny the deannexation. ACCG's proposal is to continue the requirement of approval by the county, but remove the city's power to block the deannexation.

Mr. Gehl said deannexations from cities are very different from annexations, and added that the primary issue is the property is forever gone when it leaves the city. To his knowledge, a special

tax district has never been created to pay off any debt, which means the deannexed property owners walk away without any debt/tax obligation to the city. Making deannexations easier could potentially destabilize the institutional framework for municipalities, especially if the debt issue is not addressed.

Cityhood

City Incorporation Process

The House Study Committee on Annexation and Cityhood met jointly with the House Governmental Affairs Committee for a discussion of the cityhood process and other related topics for its fourth and final informational hearing.

Mr. Darrell Moore, executive director of the Center for Regional Impact at Valdosta State University, began the meeting with a discussion about city feasibility studies. The Center for Regional Impact has worked on 130 projects in less than three years, including the 2020 Census, feasibility studies, and financial impact analyses. The process for a feasibility study begins with the evaluation of the issue and the development of a team of experts to define the scope of work. The center then researches existing studies on similar topics, evaluates public and private data for context, and secures data that can be sourced and verified. Detailed projections are developed based on the scope of work and then data and supporting documents are compiled for the final report. Specifically, a feasibility study only estimates the fiscal feasibility for what it would cost the city to provide services and the projected revenues. Mr. Moore said, "if the available revenue exceeds the projected costs of providing services, the city would be deemed fiscally feasible."

Mr. Todd Edwards, with ACCG, said the association does not take a position on past, present, or future city incorporations. The association's focus is on improving the process of city creation, specifically by codifying the process. Statute should require that a percentage of the registered voters in the proposed area sign a petition to create a new city in order to ensure that the public is driving the incorporation. Additionally, the feasibility study should be required by statute, expanded to take into account any lost revenue to other local governments, and ensure that the proposed city's revenue is commensurate with the proposed services it will be providing. Moreover, the service delivery plan should be included in the impact study, even though it is understood that a preliminary service delivery plan cannot be binding at that stage.

Conversely, Mr. Tom Gehl, with GMA, said the creation of cities is a fundamentally political process. Legislators set parameters for city creation. At its core, people who want a more responsive government than a county government bring about city creation. He also stated that many of Mr. Edwards' concerns are addressed by House and Senate committee rules.

Dissolution Process

Mr. Stuart Morelli, the deputy legislative counsel assigned to the committee, addressed the process by which a municipality may dissolve. Georgia law provides two mechanisms through

Code for dealing with “inactive cities”, which are defined as cities that have not provided services for a period of years. The only way to dissolve an active city is for the General Assembly to pass a local law repealing the charter of the city. These dissolutions do not require a referendum at the local level. The General Assembly has rarely exercised this power in the past 40 years, except for the dissolution of: the city of Mountain View in 1978, the town of Weston in 2008, and Payne City in 2015. Payne City and Weston appear to have been clean-up dissolutions that followed a consolidation of a larger municipality and the county government. The bills to dissolve these cities did not provide many transition provisions.

City Lite

Mr. Morelli also gave the committees a brief overview of the concept of city lite. Under Georgia law, there is not a category considered “city lite”, which is a city that can only provide a limited amount of services as specified within its charter. The Georgia Constitution only recognizes two local governments: counties and cities. Once a city has a charter, it has the same powers of every other city, regardless of its size. For cities and counties, the Georgia Constitution provides a list of 14 “supplemental” powers the local governments can use to provide services in their jurisdiction. The General Assembly can only act upon the 14 powers by passing general law that applies equally to all cities and counties in the state. Essentially, the General Assembly can regulate the use of some of the supplemental powers, but it cannot inhibit the local governments from carrying out any of the supplemental powers. Therefore, a municipal charter provision that limits the city to only certain supplemental powers would likely be invalid.

Mr. Edwards and Mr. Gehl addressed the committees together on the issue of city lite. Mr. Gehl agreed with the description given by legislative counsel, and said that the Constitution does not provide for city lite even if some charters have been written with the concept in mind. Those charter provisions are political constructs that can be amended by the will of the city council. Mr. Edwards also agreed with Mr. Morelli’s overview of the city lite issue, and added that city lite provisions in charters could be taken as a selling point for potential voters.

Service Delivery Strategy

The Department of Community Affairs provided written testimony to offer the committees a general overview of service delivery strategy (SDS). SDS is used to determine which entity is going to provide what services, where, and how they will be funded. Mr. Clint Mueller joined Mr. Gehl to discuss SDS from the local government point-of-view.

Committee Recommendations

After final approval by the study committee, the following recommendations are the study committee’s endorsements to the Georgia House of Representatives for budgetary and legislative action.

Annexation Dispute Resolution/Arbitration Process

Department of Community Affairs

- A county shall be required to notify the Department of Community Affairs of its intention to object to an annexation on the same day the municipality is notified.
- The Department of Community Affairs shall issue rules and regulations by which arbitration panels should operate. The department shall submit the rules and regulations to the chairperson of the House Governmental Affairs Committee.
- The Department of Community Affairs shall develop a list of court reporters that an arbitration panel may choose to employ. The court reporter's wages must be divided evenly between the city and the county.
- The Department of Community Affairs shall maintain a record of arbitration panel results. The department shall produce, maintain, and annually update a record of arbitration cases and publish said report on its website.
- Funding shall be appropriated to the Carl Vinson Institute of Government to provide for at least one training per year to increase the number of eligible panelists for the arbitration panelist pool maintained by the Department of Community Affairs.

Panel Specifics

- The term "material" in O.C.G.A. 36-36-113(a) should be redefined to allow a more broad form of objection to annexations by counties, to include the effect on school systems; however, the term should not be removed completely.
- School systems and any impacted government shall have standing to participate in the annexation dispute process.
- Panelists shall be allowed to serve on no more than four panels a year.
- Arbitration panelists shall receive pay equal to the Georgia legislator per diem.
- The arbitration panel shall be authorized to meet virtually.
- The cost of the arbitration process shall be divided evenly between the city and the county.
- Property owners petitioning for the annexation shall pay their own arbitration costs.
- The chairperson of an arbitration panel shall have the authorization one time to extend a panel's 60-day period for up to 10 additional business days.
- The affected city and county shall be authorized, by mutual agreement, to postpone or temporarily stay the arbitration process for negotiation and discussion purposes.
- The arbitration panel shall be allowed to attach zoning, land use, or density conditions to the property for at least three years. The city and the county shall be authorized to mutually agree to alternative conditions and a period less than three years following the panel's agreement.
- The arbitration panel must provide the Department of Community Affairs with a copy of its findings, recommendations, and conclusions at the same time they are provided to the municipality and the county. If the panel or the local governments affected reach an

agreement outside of a panel ruling, the conclusion must be provided to the Department of Community Affairs, as well.

Time Frame/Notifications

- The county's 30-day "shot clock" shall be extended to 45 days following a city's notification of an annexation petition.
- The city five-day deadline to forward an annexation petition to a county shall be extended to 30 days in order to ensure the petition is complete and proper. The "shot clock" shall not start until the city accepts the petition.
- A city's notification of an annexation petition shall also be forwarded to any affected school system, development authority, community improvement district (CID), or quasi-government entity.
- Additional means of notification shall be allowed throughout the dispute process, including email and hand-delivery. Verification of delivery must be required.

Bonds, Debts, and Taxes

- Annexation and deannexation petition analyses shall include a list of any public debt (i.e. pension obligations), and include which entity is responsible for the debt and how it should be provided for following the annexation.
- Parties represented by an arbitration panel should disclose any tax abatements or tax incentives previously disclosed in the petition process, as well as any abatements or incentives offered, proposed, or negotiated by a government entity.

General Annexation Law

Annexation Mapping

- The government entity involved with annexations or deannexations shall be required to report the corporate boundary change to both the Department of Community Affairs and the Legislative and Congressional Reapportionment Office. In addition to current reporting requirements, the government entity shall send boundary changes in a digital shapefile to ensure more efficient mapping processes. For municipalities unable to meet this requirement through their own geographic information system (GIS) department, regional commissions can be required to provide a digital shapefile in concert with and on behalf of the local government.

School Systems

- The review of annexation petitions shall include an analysis of any potential impact on school taxes and school attendance.
- Annexations affecting a student's school district should not go into effect until the current school year ends.

General Annexation/Cityhood Law

- The General Assembly should codify the city creation process.

Appendix A: Recommendations Submitted to Committee

Appendix A provides a list of the recommendations, which were submitted to the committee or various members in 2021 by various impacted entities, associations, or groups. Although thorough, the list should not be considered comprehensive.

Dispute Resolution Process

- Require the city, either through a vote of the governing authority or the planning and zoning commission, to deem that the annexation petition is correct and is accepted, and then forward the application to the county.
 - The city can take however long it desires to accept and review the application, but the county's 30-day "shot clock" should not commence until the city vote occurs and the county subsequently receives the annexation notice/petition.
 - This will provide the city an opportunity to address any deficiencies in the annexation petition, ensure that its annexation standards and state law are being followed, consider whether it is interested in pursuing the annexation, and/or suggest any changes to the applicant.
- In addition to certified mail or statutory overnight delivery, authorize cities and counties to mutually agree to deliver/receive these notifications via e-mail, in person or by some other means.
- Authorize the chairperson of the arbitration panel to extend the panel's 60-day "shot clock" once, for up to 10 additional days.
- The city and county should be authorized, by mutual agreement, to postpone or temporarily stay the arbitration process for negotiation/discussion purposes.
- An arbitration panel should be authorized to attach zoning, land use or density conditions to the property for up to three years. The city and county could then mutually agree to alternative conditions and a period less than that.
- Once a city has notified the county of a proposed annexation and the area's proposed land use and zoning, it should not be able to change the zoning or land use to a more intense density than that stated in the notice for two years following the effective date of the annexation - unless the change is agreed to by both the city and the county. Current law states that the zoning and land use cannot be changed for one year.
- Allow for a court reporter to be appointed to record arbitration proceedings.
- Allow for arbitrations panels to be provided legal counsel or an administrative hearing officer.
- Require the Department of Community Affairs to produce, maintain, and annually update a record of annexation arbitration cases, the parties involved, the issues raised, the outcome, and the arbitration panel's findings and recommendations, if any.
- Remove the term "material" in O.C.G.A. 36-36-113(a), so that counties may object to an annexation based on all the factors listed regardless of whether they result in a material increase in burden upon the county.
- Clarify that Department of Community Affairs has 15 days from the receipt of notification to develop an arbitration panel.
- The General Assembly should allow for electronic delivery of notifications between local governments.

- Remove the mandate that states a panelist may only serve twice a year. Increase the allotment to three times in one calendar year.
- Any dispute resolution process resolutions or findings should be forwarded to the Department of Community Affairs.
- Change the zoning restriction time an arbitration panel may order from one year to five years or more.
- Increase the panelist payment structure to be more in line with current costs.
- Split the cost of the resolution panel equally between city and county.
- Mandate the panel be provided with a summary of objection criteria and points via mail prior to convening.
- Allow the arbitration panel to decide zoning. The city can choose to accept and annex the area or disapprove and property is not available for annexation for three years.
- The Department of Community Affairs requests that objecting counties be required to notify the department on the same day that municipalities are notified, thereby starting the "15-day clock" when all parties become aware of the pending objection.
- Specifically for the Boundary and Annexation Survey (BAS) process, having a digital shapefile of all municipal boundaries would result in far more efficient state government operations.
- Additional funding is necessary for the Carl Vinson Institute of Government to provide at least one training per year to increase the number of eligible panelists from municipalities, counties, and academic institutions.
- If the Department of Community Affairs is expected by the legislature to provide administrative oversight in the process, a requirement must exist that the arbitration panel provide the agency with a copy of its findings and recommendations when such conclusions are provided to the municipality and the county.
- Parties shall disclose the facts of any tax abatements or tax incentives, or updates on tax abatements previously disclosed that are part of the required annexation petition process to the arbitration panel. The annexation parties shall also disclose if any tax abatement proposals have been discussed, offered, or negotiated with any other government entity.

General Recommendations

- House Bills 23 and 24 (2021 General Session) should be reviewed and passed at the earliest possible convenience by the General Assembly.
- HB 243 (2021 General Session) should be passed at the earliest possible convenience by the General Assembly.
- Allow for a deannexation petition to be approved by a county given the following criteria:
 - payment toward any bonds issued while annexed is still the requirement of the property owner;
 - bonds issued but assumed by the annexing property owner (bonds issued prior to owner annexation) shall not be the responsibility of the property owner;
 - set up a special tax district to allow for the collection of bond repayment; and
 - deannexation has to follow the same process as annexation.

- If an annexation request is requested by a property owner, conversation time outside of council meetings shall be documented and opposition property owners shall be allowed the same amount of time to discuss their objections.
- Annexation or deannexation petitions must provide:
 - an analysis of any impact the process may have on school taxes and school attendance; and
 - an analysis of the existence of any public debt and whether the annexation or deannexation changes which government or property owners are liable for any public debt.
- In addition to notice of intended zoning changes, the entity seeking annexation should be required to disclose any issues relating to possible tax abatements in the annexation petition submitted to the city. The petitioner may state only that tax abatements are a possibility, if there are negotiations ongoing, or that there has been an agreement reached. As a potential follow-up to this discussion, the following recommendation may be worth review:
 - If the annexation entity says no tax abatements are currently being considered, then tax abatements will be prohibited for one to two years.

Development Authorities

- Development authorities should be required to list on a website all tax abatements and tax incentives offered.
- Any city, county, or the Georgia State Ethics Commission should also have authority to review ethical violations of board members of development authorities and issue findings and sanctions. Creation of any new development authorities should clearly state the method of removal of board members, in addition to what entity has the authority to receive complaints of ethical violations.
- Development authorities should not pay per diems or reimbursements greater than members of General Assembly are entitled to receive. No development authority member shall additionally be paid a salary as an employee of a development authority and no development authority employee shall be paid a salary contingent of the dollar amount of the bonds issued.

Signature Page

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The Honorable Victor Anderson, Chairman

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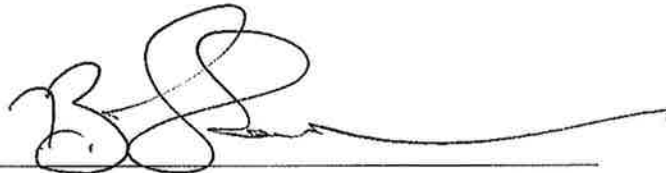
The Honorable Rob Leverett, Representative

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The Honorable Mary Margaret Oliver, Representative

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The Honorable Darlene Taylor, Representative

A handwritten signature in cursive script, appearing to read "Brad Thomas", written over a horizontal line.

The Honorable Brad Thomas, Representative

**A RESOLUTION
ENTITLED
A RESOLUTION PROVIDING FOR THE DESIGNATION OF THE CHAIRMAN OF THE BOARD OF
COMMISSIONERS OF DOUGHERTY COUNTY, CHRISTOPHER S. COHILAS, AND COUNTY
ADMINISTRATOR, MICHAEL MCCOY, AS THE CERTIFYING OFFICERS FOR THE TIER II
ENVIRONMENTAL REVIEWS NECESSARY TO ENSURE COMPLIANCE WITH THE NATIONAL
ENVIRONMENTAL POLICY ACT (NEPA) AND ALL FEDERAL LAWS AND AUTHORITIES AS
REQUIRED FOR DOUGHERTY COUNTY TO SUBMIT THEIR HOMEOWNER REHABILITATION &
RECONSTRUCTION PROGRAM (HRRP) APPLICATION; REPEALING RESOLUTIONS OR PARTS OF
RESOLUTIONS IN CONFLICT HERewith;
AND FOR OTHER PURPOSES.**

WHEREAS, the Board of Commissioners of Dougherty County, Georgia is hereby desirous of appointing/designating the Chairman of the Board of Commissioners of Dougherty County, Christopher S. Cohilas, and County Administrator, Michael McCoy, as the Certifying Officers for the Tier II Environmental Reviews necessary to ensure compliance with the National Environmental Policy Act (NEPA) and all Federal laws and authorities as required for Dougherty County to submit their Homeowner Rehabilitation & Reconstruction Program (HRRP) Application.

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 Board of Commissioners of Dougherty County, Georgia hereby appoints/designates the Chairman of the Board of Commissioners of Dougherty County, Christopher S. Cohilas, and County Administrator, Michael McCoy, as the Certifying Officers for the Tier II Environmental Reviews necessary to ensure compliance with the National Environmental Policy Act (NEPA) and all Federal laws and authorities as required for Dougherty County to submit their Homeowner Rehabilitation & Reconstruction Program (HRRP) application.

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

This the 6th day of December, 2021.

BOARD OF COMMISSIONERS OF
DOUGHERTY COUNTY, GEORGIA

BY: _____
Christopher S. Cohilas, Chairman

ATTEST:

County Clerk

Astoria Speed Study (Nov. 2021)

Location	Posted Speed Limit (MPH)	Northbound 85th Percentile Speed (MPH)	Southbound 85th Percentile Speed (MPH)	Greater than 35 MPH/Does it Meet Policy (Y/N)	Average Speed (MPH)
Betw. 2812/2815 Astoria	30	32	31	N	22
Betw. 2707/2709 Astoria	30	29	28	N	19
Betw. 2717/2719 Astoria	30	29	28	N	23

Study Duration: Monday, 11/1 to Monday 11/8

*The 85th percentile is the indicator used to determine the maximum reasonable speed. The 85th percentile speed is a speed at or below which 85% of people drive.

ASTORIA SPEED STUDY

Public Works' recommendation is to follow the policy.

Other options should the Commission want to deviate from policy:

1. Go against policy and install County standard speed tables.**Astoria Concrete Speed Table - Cost Estimate**

Item	Description	Qty	Unit	Unit Price	Extension
1	24' Concrete Speed Table	5	EA	\$4,700.00	\$23,500.00
2	Speed Hump Sign (COA)	10	EA	\$130.00	\$1,300.00
TOTAL COST ESTIMATE					\$24,800.00

2. Go against policy and install rubber speed bumps.**Astoria Speed bump - Cost Estimate**

Item	Description	Qty	Unit	Unit Price	Extension
1	24' Speed Hump (10-15 mph)	5	EA	\$1,400.00	\$7,000.00
2	Speed Hump Sign (COA)	10	EA	\$130.00	\$1,300.00
3	Shipping Estimate	1	LS	\$600.00	\$600.00
TOTAL COST ESTIMATE					\$8,900.00

*Prices do not include installation costs.

3. Go against policy and install 4-way stop.**Astoria 4-way Stop - Cost Estimate**

Item	Description	Qty	Unit	Unit Price	Extension
2	Stop Sign & Pole	2	EA	\$200.00	\$400.00
TOTAL COST ESTIMATE					\$400.00

*Installation of unwarranted stop signs also goes against FHA and GDOT.