



REGULAR MEETING

June 26, 2023
10:00 AM

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

AGENDA

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

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

1. Call the meeting to order by Chairman Lorenzo Heard.
2. Roll Call.
3. Invocation.
4. Pledge of Allegiance.
5. Minutes.
 - a. Consider for action the Minutes of the May 15th Regular Meeting, May 22nd Work Session and May 25th Special Called Meeting. **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. Parks and Recreations Director Steven Belk and Recreation Supervisor Tee Taylor present to provide an update on the Juneteenth events.

7. Zoning Public Hearing. *(Those wishing to speak on the Zoning matter should print their name on the Sign Up Sheet in the rear of the chamber prior to the start of the meeting).*
 - a. Deborah Johnson, owner and Johnathan Johnson, applicant (23-030) request Special Approval to convert an in-home daycare serving up to six (6) clients to a daycare learning center to allow an increase up to 18 daycare clients on a 1-acre parcel zoned R-2 (Single-Family Residential). The Planning Commission recommends approval with the condition that the driveway be enlarged to accommodate two-way ingress and egress traffic. Paul Forgey, Planning Director will address.

8. Purchases.
 - a. Consider for action the recommendation to accept the bid for six (6) 2023 Police Pursuit Utility AWD, from the lowest, responsive and responsible bidder, Wade Ford (Smyrna, GA) in the amount of \$261,960. Funding is budgeted in SPLOST VII. **ACTION:**

9. Additional Business.
 - a. Consider for action the recommendation from the Library to apply for the Georgia Public Library Service Grant in the amount of \$600,000 to renovate the Westtown Branch. This grant requires a 50% match. Funding for the local match in the amount of \$300,000 will come from SPLOST VI and VII. Library Director Gail Evans will address. **ACTION:**

 - b. Consider for action the recommendation from the Library to apply for the Georgia Public Library Service Capital Outlay Grant in the amount of \$1,000,000 for capital improvements at the Westtown Branch. This grant requires a 10% match. Funding for the local match in the amount of \$100,000 will come from SPLOST VII. Library Director Gail Evans will address. **ACTION:**

 - c. Consider for action the recommendation to retroactively apply and accept the Criminal Justice Coordinating Council and the Council of Accountability Courts Judges 2024 Accountability Court Operating Grant for FY 2024 (J24-8-064) in the amount of \$124,182 with a 12% match. The match is traditionally met through use of DATE funds. The grant is a reimbursement grant provided by the Criminal Justice Coordinating Council. The grant must be applied for and accepted by the Commission each year. **ACTION:**

 - d. Consider for action the recommendation to accept the Criminal Justice Coordinating Council and the Council of Accountability Courts Judges 2024 Accountability Court Operating Grant for FY 2024 (K52-8-004) in the amount of \$199,988. The grant is a reimbursement grant provided by the Criminal Justice Coordinating Council and no match is required. The grant must be accepted by the Commission each year. **ACTION:**

 - e. Consider for action the recommendation to accept the Criminal Justice Coordinating Council and the Council of Accountability Courts Judges 2024 Accountability Court Operating Grant for FY 2024 (K52-8-005) in the amount of \$177,776. The grant is a reimbursement grant provided by the Criminal Justice Coordinating Council and no match is required. The grant must be accepted by the Commission each year. **ACTION:**

- f. Consider for action the proposed Board Appointments. ***Appointments are made by nominations.***

ASPIRE Behavioral Health & Developmental Disability Services Board – Three (3) appointments with a three-year term ending June 30, 2026. Incumbents Coroner Michael Fowler (Elected official appointment) and Richard Ware desire reappointment. Incumbent Leonard Minter is deceased. Two new applicants: Becky Farkas and Jeanette Henderson. **ACTION:**

Chehaw Park Authority – One (1) appointment with a three-year term ending July 1, 2026. Incumbent Scott Steiner desires reappointment. No new applicants. **ACTION:**

Update on the Economic Development Commission Bylaw Changes- County Clerk Jawahn Ware will address. EDC Chairman Chris Hatcher, EDC President & CEO Jana Dyke and EDC Board Member Matt Reed are present. The updated EDC Bylaws were received May 17, 2023. To be in compliance with the approved EDC Bylaws that were amended August 4, 2022, the City and County have to take retroactive action. The notable changes are **(1)** the City and County will each appoint six representatives. (The previous appointment was four); **(2)** The term of office, except for those serving by virtue of office, is now three years. (The previous term was two years); **(3)** The Commission will now elect a representative from our Board to the EDC. (Previously the Chairman or his designee served) and **(4)** one appointment has to be made to replace Dr. Anthony Parker. (Lawrence Knighton was appointed in the October 3, 2022 Regular Meeting to fill the unexpired vacancy of Dr. Parker until December 31, 2022. However, when the reappointments for those expiring December 2022 were presented to the County Commission, Rev. Knighton and Dr. Emmett Griswold were both appointed to the one position scheduled to expire December 31, 2024. As a result, the County now has seven representatives instead of six).

Economic Development Commission Term Amendment- Recommendation to amend the term of Matt Reed to expire December 31, 2025 to reflect the amendment of the EDC Bylaws. The term expiration of December 31, 2024 was approved in the November 21, 2022 Regular Meeting. **ACTION:**

Economic Development Commission Term Amendment- Recommendation to amend the appointment of the term expiring December 31, 2024. The Board will need to rectify the additional Board member appointment of either Lawrence Knighton or Dr. Emmett Griswold. **ACTION:**

Economic Development Commission Member Rectification- Recommendation to amend the term of _____ to expire December 31, 2025 to reflect the amendment of the EDC Bylaws. The term expiration of December 31, 2024 was approved in the November 21, 2022 Regular Meeting. The appointment of _____ made in the November 21, Regular Meeting is void. **ACTION:**

Economic Development Commission – Two (2) appointments with a three-year term ending June 30, 2026. Incumbents Commissioner Clinton Johnson (County Commission's appointment) and Chris Hatcher desire reappointment. One new applicant: Julian Marcus. **ACTION:**

- g. Consider for action the Zoning Consideration of Deborah Johnson, owner and Johnathan Johnson, applicant (23-030) request for Special Approval to convert an in-home daycare serving up to six (6) clients to a daycare learning center to allow an increase up to 18 daycare clients on a 1-acre parcel zoned R-2 (Single-Family Residential). The Planning Commission recommends approval with the condition that the driveway be enlarged to accommodate two-way ingress and egress traffic. **ACTION:**
 - h. Consider for action the nomination of Commissioner Anthony Jones to serve as the County Voting Delegate at the NACO Annual Conference Business Session in Travis County, TX. Chairman Heard will address. **ACTION:**
 - i. Consider for action the Resolution providing for the acceptance and execution of the Contract of Sale of Real Property for 203 Skywater Blvd, Albany, GA in the amount of \$78,685.59 and 3600 Namdi Street, Albany, GA in the amount of \$238,800 under the HMGP 4297-008A Grant Award. Assistant County Administrator Barry Brooks, County Attorney Alex Shalishali and Grant Consultant Georgia Collier-Bolling will address. **ACTION:**
 - j. Continued presentation and review of the proposed FY 2024 Budgets as recommended by the Finance Committee. Finance Director Martha Hendley will address. **See Budget Books.**
 - k. Consider for action the acceptance of the proposed FY 2023-2024 Budget in the amount of \$91,258,919. **ACTION:**
10. Updates from the Assistant County Administrator.
- a. There will be a Special Called Meeting held in Room 100 at 1 pm.
11. Updates from the County Attorney.
12. Updates from the County Commission.
13. Consider for action the recommendation from the County Attorney to enter into Executive Session for the purpose of discussing real estate and then to adjourn. **ACTION:**

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

DOUGHERTY COUNTY COMMISSION

DRAFT

REGULAR MEETING MINUTES

May 15, 2023

The Dougherty County Commission met in Room 100 of the Albany-Dougherty Government Center on May 15, 2023. Chairman Lorenzo Heard presided and called the meeting to order at 10:00 a.m. Present were Commissioners Victor Edwards, Gloria Gaines, Russell Gray, Clinton Johnson, Ed Newsome and Anthony Jones. Also present were County Administrator Michael McCoy, County Attorney Alex Shalishali, County Clerk Jawahn Ware, and other staff. The public and representatives of the media participated in person and via live streaming of the meeting on the County's Facebook page and the government public access channel.

After the invocation and Pledge of Allegiance by the Chairman, he called for approval of the minutes for the April 17th Regular Meeting and April 24th Work Session.

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

The Chairman recognized Dr. Emmett Griswold, new President of Albany Technical College, to introduce himself and provide an update to the Board. Dr. Griswold shared the 2023-2024 workforce development initiatives that include offering weekend courses, partnerships with Phoebe, and dual achievement programs which allows individuals ages 16-21 who officially withdrew from high school to obtain their diploma. During dialogue with the Commission, additional initiatives were shared, and kudos were received.

The Chairman recognized William Ashberry, Chairman of the Board of Tax Assessors, to update the Commission regarding the search and appointment of the Chief Appraiser role. Mr. Ashberry shared plans to promote internally and the need for auditors. An update on the cell tower audit and reevaluation was provided. The continued service and appreciation of Larry Thomas and Shonna Josey were shared. Mr. Thomas provided information regarding the internal ratios and said that the last full reevaluation was done in 2007. The new one will take about two years.

The Chairman recognized Public Works Director Chuck Mathis to provide an update on Putney Park. The update included plans to get DNR assistance to reneest buzzards in the area. Ms. Linda Jiddy spoke against using taxpayer money to move creatures that serve as valuable resources to the community. The Board was not aware of the concern and Mr. McCoy addressed sharing that the partnership with DNR is not to exterminate the animals but to relocate them in a humane manner. It was noted that the decision is at an operational level, but the social media posts and newspaper turned this into a "lightning rod issue." Community Neighborhood Watch President Mr. Willie Williams shared his concerns that the buzzards are a nuisance at the park and church. Commissioner Gray shared that the issue should be

mitigated by DNR. One citizen mentioned medical concerns about having buzzards in the area. He stressed that the concern arose after the cell tower was no longer available for the birds to roost. Mr. John Burns was concerned about the lack of things that are available in the Putney community for the children to do because the fields were removed. He encouraged the Board to reconsider adding at least two softball fields and added that the focus on the buzzards was good, but we need to focus on teens. Mr. Mathis shared that the plan to relocate the buzzards has been handled by the County in the past.

The Chairman called for consideration to purchase four 2023 Pickup Trucks for Public Works from the lowest quoted vendor, Prince Automotive Group (Albany, GA) in the amount of \$152,566. The purchase will include two 2023 Chevrolet Silverado 1500 Pickup Trucks (\$37,354 each) and two 2023 GMC Sierra 1500 Pickup Trucks (\$38,214 & \$39,644). The truck replacements are in stock and are available for immediate delivery. The purchase will fulfill the award that vendors have not been able to honor due to the pandemic. Funding is available in SPLOST V and SPLOST VII. County Administrator Michael McCoy addressed. Public Works Director Chuck Mathis was present. Mr. McCoy shared that this is out of our normal process, but the much-needed trucks are available and shared that we are having supply chain issues.

Commissioner Gray moved for approval. Commissioner Johnson seconded the motion. Under discussion, Mrs. Ware shared that it was an additional cost of \$19,000. There being no further discussion, the motion for approval passed unanimously.

The Chairman called for consideration to rescind the purchase of two 2021 Dodge Ram 1500 Pickup Trucks for the Public Works Department from Albany Chrysler-Dodge-Jeep-Ram (Albany, Ga) in the amount of \$52,880. The initial award was approved in the April 5, 2021 Regular Meeting and the vendor was not able to provide vehicles that meet specifications.

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

The Chairman called for consideration the recommendation to rescind the purchase of one 2022 F-150 Truck for Public Works from the State Contract Vendor Wade Ford (Smyrna,GA) for the total expenditure of \$30,467. The initial award was approved in the July 18, 2022 Regular Meeting and the vendor was able to provide one of the town vehicles awarded.

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

The Chairman called for consideration of the recommendation from Commissioner Clinton Johnson to fund the 2023 Albany Dougherty Youth Unit (ADYU) Summer Program in the amount of \$15,000. The recommendation was provided in the May 1, 2023, Regular Meeting. Funding will be provided in the DATE fund. Commissioner Johnson addressed and said that we try to support our youth and modified the request to fund up to \$15,000.

Commissioner Edwards moved for approval. Commissioner Johnson seconded the motion. Under discussion, Commissioner Gaines asked why the request was changed to \$15,000 and the reason for the funding request. Captain Thomas shared that a request is being made to the City of Albany. There being no further discussion, the motion for approval passed unanimously.

The Chairman called for consideration of the resolution providing for the acceptance and execution of the Intergovernmental Support Agreement with the Marine Corps Logistics Base (MCLB) to provide mosquito spraying. County Administrator Michael McCoy addressed. Public Works Director Chuck Mathis was present. Mr. McCoy said that this request is on an as-needed basis and the 5-year agreement needed to be renewed.

Commissioner Jones moved for approval. Upon a second by Commissioner Johnson, the motion for approval passed unanimously. Resolution 23-025 is entitled:

A RESOLUTION
ENTITLED
A RESOLUTION FOR APPROVAL, ACCEPTANCE AND EXECUTION
OF INTERGOVERNMENTAL SUPPORT AGREEMENT BETWEEN
MARINE CORPS LOGISTICS BASE AND DOUGHERTY COUNTY TO
PROVIDE MOSQUITO SPRAYING SERVICES; REPEALING
RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT
HEREWITH;
AND FOR OTHER PURPOSES.

Commissioner Edwards asked Assistant Chief Irving to address the cameras on Lily Pond and the speed limit. She said that there must be a law enforcement need for changes and she discussed parameters for ticket citations. During the discussion, Assistant Chief Irving shared that she will have a traffic study done for 30 days, and this will identify the number of vehicles and average speed. Commissioner Johnson asked that the Urban Land Institute be contacted to identify the best way to develop a plan for our area to best use our land. Commissioner Gaines asked that the Board express well wishes to Mr. William Wright as his health improves. Commissioner Jones suggested housing development be done at the National Guard property. The Chairman shared that the Board would develop a vision [for the property]. Mr. McCoy shared that a MOU has been sent to the City of Albany for the development of the National Guard property which is tied to the development of the tennis center. The Board cannot proceed unless they want to terminate the partnership with the City of Albany.

There being no further business to come before the Commission, the meeting adjourned at 11:35 a.m.

CHAIRMAN

ATTEST:

COUNTY CLERK

Attestation for May 15, 2023 Minutes

DOUGHERTY COUNTY COMMISSION
WORK SESSION MEETING MINUTES

DRAFT

May 22, 2023

The Dougherty County Commission met in Room 100 of the Albany-Dougherty Government Center on May 22, 2023. Chairman Lorenzo Heard presided and called the meeting to order at 10:00 am. Present were Commissioners Victor Edwards, Gloria Gaines, Russell Gray, Clinton Johnson, Anthony Jones and Ed Newsome. Also present were County Administrator Michael McCoy, County Attorney Alex Shalishali, County Clerk Jawahn Ware and other staff. The public and representatives of the media participated in person via live streaming of the meeting on the County's Facebook page and the government public access channel.

After the roll call and the invocation, Chairman Heard asked the Commission to review the minutes of the May 1st Regular Meeting and May 8th Work Session.

The Chairman announced an amendment to the agenda for Mr. McCoy to provide an update on the Assistant County Administrator position under the County Administrator Update.

The Chairman recognized Public Works Director Chuck Mathis who was present to accept the Proclamation recognizing May 21-27, 2023 as Public Works Week in Dougherty County. Mr. Mathis announced the Manager of the Year, Benita Dyes and Employee of the Year, Russell Malone. Prior to the presentation of the plaque, Board members and the Administrator provided kudos and sentiments. Mr. Mathis invited the Board to participate in the upcoming employee celebration. The Proclamation reads as follows:

**National Public Works Week Proclamation
May 21–27, 2023
“Connecting the World Through Public Works”**

WHEREAS, public works professionals focus on infrastructure, facilities and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life and well-being of the people of Dougherty County, Albany, Georgia; and,

WHEREAS, these infrastructure, facilities and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving, and protecting our nation's transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and,

WHEREAS, it is in the public interest for the citizens, civic leaders and children in Dougherty County, Albany, Georgia to gain knowledge of and maintain an ongoing

interest and understanding of the importance of public works and public works programs in their respective communities; and,

WHEREAS, the year 2023 marks the 63rd annual National Public Works Week sponsored by the American Public Works Association/Canadian Public Works Association be it now, RESOLVED, I, Lorenzo L. Heard, Commission Chairman, do hereby designate the week May 21–27, 2023 as National Public Works Week; I urge all citizens to join with representatives of the American Public Works Association and government agencies in activities, events, and ceremonies designed to pay tribute to our public works professionals, engineers, managers, and employees and to recognize the substantial contributions they make to protecting our national health, safety, and quality of life.

DONE at the Dougherty County, Albany, Georgia this 22nd day of May 2023.

BOARD OF COMMISSIONERS OF
DOUGHERTY COUNTY, GEORGIA

BY: _____
LORENZO L. HEARD, Chairman

The Chairman recognized EMS Director Sam Allen who was present to update the Commission to accept the Proclamation recognizing May 21-27, 2023 as Emergency Management Services Week in Dougherty County. Mr. Allen shared that there are four shifts and some members from Shift A were present. Prior to the presentation of the plaque, Board members provided kudos and sentiments. Many of the Commissioners noted that they have never received a complaint against the department. The Proclamation reads as follows:

WHEREAS, emergency medical services are a vital public service; and

WHEREAS, the members of emergency medical services teams are ready to provide lifesaving care to those in need 24 hours a day, seven days a week, and

WHEREAS, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

WHEREAS, the emergency medical care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

WHEREAS, the emergency medical services system consists of emergency physicians, emergency nurses, emergency medical technicians, paramedics, firefighters, educators, administrators and others; and

WHEREAS, the members of emergency medical services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and

WHEREAS, it is appropriate to recognize the value and the accomplishments of emergency medical services providers by designating Emergency Medical Services Week; now

THEREFORE, we, the Board of Commissioners of Dougherty County, Georgia in recognition of this event does hereby proclaim the week of May 21–27, 2023 as

EMERGENCY MEDICAL SERVICES WEEK

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Great Seal of the County of Dougherty on this 22nd day of May in the year of our Lord two-thousand and twenty-three.

BOARD OF COMMISSIONERS
DOUGHERTY COUNTY, GEORGIA

Lorenzo L. Heard, Chairman

The Chairman recognized SOWEGA Rising Founder and Executive Director Sherrell Byrd who was present to accept the Proclamation recognizing June 2, 2023 as National Gun Violence Awareness Day. The Board was asked to help rally with others in helping to pass legislation on gun laws. It was shared that Friday, June 2nd is National June Violence Awareness Day and the community is invited to wear orange. Mr. Tracy Taylor invited the Board to participate in the local community awareness event scheduled for Saturday, June 3rd. Ms. Shabrina Brigham, grandmother of Nigel Brown, a small child that was a victim of gun violence, also addressed the Board. The Proclamation reads as follows:

2023 DOUGHERTY COUNTY, GEORGIA PROCLAMATION DECLARING THE FIRST FRIDAY IN JUNE TO BE NATIONAL GUN VIOLENCE AWARENESS DAY

This proclamation declares the first Friday in June to be National Gun Violence Awareness Day in Dougherty County Georgia to honor and remember all victims and survivors of gun violence and to declare that we as a country must do more to end this public health crisis.

WHEREAS, every day, more than 120 Americans are killed by gun violence and more than 200 are shot and wounded, with an average of more than 17,000 gun homicides every year; and

WHEREAS, in Georgia has 1,868 gun deaths every year, with a rate of 17.4 deaths per 100,000 people, a crisis that costs the state \$23.9 billion each year, of which \$597.8 million is paid by taxpayers. Georgia has the 10th highest rate of gun deaths in the US; and

WHEREAS, gun violence prevention is more important than ever as we see an increase in firearm homicides, and nonfatal shootings across the country, increased calls to domestic violence hotlines, and an increase in city gun violence;

WHEREAS, in January 2013, Hadiya Pendleton was tragically shot and killed at age 15; and on June 2, 2023 to recognize the 26th birthday of Hadiya Pendleton (born: June 2, 1997), people across the United States will recognize National Gun Violence Awareness Day and wear orange in tribute to –

- (1) Hadiya Pendleton and other victims of gun violence; and
- (2) the loved ones of those victims; and

WHEREAS, anyone can join this campaign by pledging to wear orange on June 2nd, the first Friday in June in 2023, to help raise awareness about gun violence; and

WHEREAS, by wearing orange on June 2, 2023 Americans will raise awareness about gun violence and honor the lives of gun violence victims and survivors; and

WHEREAS, we renew our commitment to reduce gun violence and pledge to do all we can to keep firearms out of the hands of people who should not have access to them, and encourage responsible gun ownership to help keep our families and communities safe.

NOW, THEREFORE BE IT RESOLVED, that the Board of Commissioners of Dougherty County declares the first Friday in June 2, 2023, to be National Gun Violence Awareness Day. I encourage all citizens to support their local communities' efforts to prevent the tragic effects of gun violence and to honor and value human lives.

This the 22nd day of May, 2023.

BOARD OF COMMISSIONERS OF
DOUGHERTY COUNTY, GEORGIA

BY: _____
LORENZO L. HEARD, Chairman

The Chairman recognized ASPIRE CEO Dana Glass who was present to accept the Proclamation recognizing May as Mental Health Month. Ms. Glass provided an update to the Board pertaining to personnel, upcoming events, and services. Julie Cosper, from the Region

4 Field Office was also present and both addressed questions of the Board. The Proclamation reads as follows:

Mental Health Month 2023
“Look Around, Look Within”

WHEREAS, the area that someone lives in plays a significant role in their overall health and well-being; and

WHEREAS, surroundings can impact if, how, and when a person’s needs are met, which in turn affects mental health; and

WHEREAS, having safe, stable, and healthy home conditions set the foundation for achieving and maintaining good mental health; and

WHEREAS, with early and effective interventions, those individuals with mental health conditions can recover and lead full, productive lives; and

WHEREAS, with early and effective treatment, those individuals with mental health conditions can recover and lead full, productive lives; and

WHEREAS, each business, school, government agency, healthcare provider, organization, and citizen share the burden of mental health problems and has a responsibility to promote mental wellness and support prevention efforts.

THEREFORE, I Lorenzo L. Heard, do hereby proclaim May 2023 as Mental Health Month in Dougherty County. As the Chairman, I also call upon the citizens, government agencies, public and private institutions, businesses, and schools in Dougherty County to recommit our community to increasing awareness and understanding of mental health, the steps our citizens can take to protect their mental health, and the need for appropriate and accessible services for all people with mental health conditions.

DONE at the Dougherty County, Albany, Georgia this 22nd day of May 2023.

BOARD OF COMMISSIONERS OF
DOUGHERTY COUNTY, GEORGIA

BY: _____
LORENZO L. HEARD, Chairman

The Chairman recognized Operations Manager Melvin Williams and Heavy Equipment Operator Julius Barber present to be recognized for placing at the Solid Waste Association’s Equipment Road-E-O. Solid Waste Director Campbell Smith provided information regarding the accomplishment.

The Chairman called for a discussion to approve the Alcohol Application from JNKR Inc., Rushabh Bharat Patel licensee, dba Lotus, at 1000 Liberty Expressway for Package- Beer and Wine. The Albany-Dougherty Marshal's Office recommended approval. Chief Deputy Anthony Donaldson, Code Enforcement Department, addressed and confirmed that this a new construction and considering that the location is in the County, Sunday alcohol sales will be allowed.

The Chairman called for a discussion to declare one 2011 Peterbilt Dump Truck and one 2017 Adapco Guardian 190 G4 ULV Machine as surplus and authorize the sale in the amount of \$11,200 of the same to the Randolph County Board of Commissioners. This request was made on behalf of Randolph County Manager Dr. Deborah Jones. County Administrator Micheal McCoy addressed and clarified the surplus process to another government for Commissioner Johnson. Public Works Director Chuck Mathis was present.

The Chairman called for discussion to amend the SPLOST VII budget in the amount of \$10,556,060.58. SPLOST VII collections ended on March 31, 2023, and the budget must be amended to report the collections received over the budgeted amount. The SPLOST VII projects within the SPLOST Fund need to be amended by \$3,800,181.81 and interest earned amended by \$650,654.72. Projects approved by the Board in the May 1, 2023, Regular Meeting for Putney Park and Morgue need to be entered in the SPLOST Fund as approved, leaving an unappropriated amount of \$1,395,836.53. County Administrator Michael McCoy shared that this was administrative housekeeping. Due to an overcollection and interest earned, the funds need to be reallocated. He clarified that the handout listed the Government Center but needed to be renamed. Mr. McCoy shared based on Commissioner Johnson's question that the projects were part of a scheduled replacement but were unfunded. Finance Director Martha Hendley was present.

The Chairman called for discussion to increase and amend the General Fund budget by \$3,198,040 for a total budget of \$62,179,734 and increase and amend the Special Services District Fund in the amount of \$221,362 for a total budget of \$9,213,290. The budgets must be amended to reflect the amounts recommended in the Payroll Cost Study. Funding is available in ARPA and was budgeted at the beginning of FY23, but the actual budget for each department was not known until the study was received. This amendment is necessary to allocate to each department the amount that the study increased the department's budget. County Administrator Michael McCoy shared in layman's terms that the ARPA funding is being utilized for the pay study implementation. It was clarified that there will be remaining funds carried over for FY24 and more details will be provided in the following Finance Committee Meeting. Finance Director Martha Hendley was present.

Under updates, Mr. McCoy reminded the Board that in observance of the Memorial Day Holiday on Monday, May 29, 2023 there will not be a scheduled meeting held. The next meeting will be on Monday, June 5, 2023. He announced the hiring of new Assistant County Administrator, Barry Brooks.

The Chairman shared the concern that he, nor the Board, were aware of the decision being made. Amidst the Chairman's statements, Commissioner Johnson inquired if this discussion

should be held in Executive Session and it was the preference of the Attorney. Commissioner Johnson then motioned to enter into Executive Session for the purpose of discussing personnel. The motion was seconded by Commissioner Edwards. It was unanimously approved by roll call to enter into Executive Session at 11:31 am and the Board reconvened at 12:38 pm.

The Chairman made a motion that County Administrator Micheal McCoy be relieved of his duties, understanding by law, that he is to be paid out the full of his contract, to December 31st, and to rescind the hiring of the Assistant. A motion to deny was offered by Commissioner Gray. The second by Commissioner Edwards was clarified to be made to the initial motion of the Chairman and not that of Commissioner Gray. Commissioner Newsome seconded the motion of Commissioner Gray. A roll call was started and Commissioner Gray questioned parliamentary procedure and a discussion was then held. Commissioner Gray was vocal about the potential liability that the County can face if the Administrator was removed. Commissioner Johnson asked for the opinion of the County Attorney, who discouraged the continuation of the conversation and encouraged the Board to take action on another agenda. Attorney Shalishi provided clarity on the County’s practice of not voting on motions in a Work Session. Upon Commissioner Jones’ inquiry of who will run the County, [if the initial motion was passed], the Chairman shared that the department heads will do so until there is a Special Called Meeting. Commissioner Newsome voiced his concerns about the potential removal of the Administrator and the impact it will have on the County. After the roll call was re-initiated by the Chairman for the denial of the initial motion, it failed with three ayes by Commissioners Gray, Jones, and Newsome and four nays by Commissioners Edwards, Gaines, Johnson and Chairman Heard. The original motion was restated and passed via roll call with four ayes by Commissioners Edwards, Gaines, Johnson, and Chairman Heard and three nays by Commissioners Gray, Jones and Newsome.

Commissioner Johnson asked that an economic development task force be created and comprised by Commissioners to discuss the economic future of Dougherty County. Commissioner Gaines echoed the need for the same. Commissioners Gray and Jones shared that this was a “sad day for Dougherty County”. The Chairman shared statistics pertaining to the County and shared that there needs to be a new way to attract people to the area and something different must be done and he stood by his commitment to making the County grow.

There being no further business to discuss the Commission the meeting adjourned at 12:58 p.m.

CHAIRMAN

ATTEST:

COUNTY CLERK

DOUGHERTY COUNTY COMMISSION
SPECIAL CALLED MEETING MINUTES

DRAFT

May 25, 2023

The Dougherty County Commission met for a Special Called Meeting in Room 100 of the Albany-Dougherty Government Center on May 25, 2023. Chairman Lorenzo Heard presided and called the meeting to order at 10:00 am. Present were Commissioners Victor Edwards, Gloria Gaines, Clinton Johnson, Anthony Jones and Ed Newsome. Commissioner Russell Gray and County Attorney Alex Shalishali participated via teleconference (with Attorney Shalishali being present in the meeting at 10:24 am). Also present were 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.

The Chairman called for discussion of the County's transition plan. Dave Wills, Executive Director of Association County Commissioners of Georgia (ACCG) was present to provide guidance. Mr. Wills received a call from Commissioners Johnson and Jones on Monday regarding the situation that occurred. He shared that it is advisable to hire an interim Administrator; but suggested that it is not someone interested in the full-time position. The time of appointment can vary, but it is an average of three to six months. He shared that the Board would want to have time for the interim to assess [and provide feedback] prior to entertaining applications for a permanent replacement. He encouraged that there be an overlap period for the interim to work with the replacement. Regarding the hiring process, the Board should determine "what and not who they are looking for" and he provided suggested credentials. Mr. Wills encouraged the Board to agree on the process and recommended that there is a fixed time for individuals to apply [as opposed to having the position listed as open until filled]. He recommended that the Board utilize someone to vet the applications prior to them being involved in the interview process. He noted that the use of executive sessions is permitted but is not required, giving the pros and cons and other areas of consideration. He encouraged due diligence of checking backgrounds of potential candidates and answered questions of the Board. Mr. Wills suggested presenting Dougherty County's challenges as opportunities and encouraged the Board to always review their enabling legislation and code of ordinances.

There was an inaudible motion made by Commissioner Gray and there was discussion and clarity provided by the Attorney regarding the ability to add an item to today's meeting. Commissioner Gray then reiterated a motion for unanimous consent to add the request to rescind the actions taken by the Board on Monday [May 22, 2023]. Under a poll taken by the Chairman, there was not unanimous consent with four opposing (Chairman Heard and Commissioners Edwards, Gaines and Johnson) and three supporting (Commissioners Gray, Jones and Newsome).

Commissioner Gaines asked that a process and plan be provided by our Chairman and Attorney at the June 5 meeting pertaining to the hiring process of the administrator position and the Chairman agreed. Commissioner Jones asked that Mr. Wills provide direction on who

[specifically] should run the County. The Chairman interjected that the request was not the charge of ACCG and stated that Department Managers should continue to operate as they have and a decision will be made by the Board.

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

CHAIRMAN

ATTEST:

COUNTY CLERK



MEMORANDUM

Date: June 12, 2023

To: Jawahn Ware, County Clerk

From: M. Angel Gray, Deputy Director of Planning

Subject: 23-030 Special Approval (1713 Lily Pond Rd) Revised Recap

Johnathan Johnson (23-030) has submitted an application to the Albany Dougherty Planning Commission requesting Special Approval to convert an in-home daycare serving up to six (6) clients to a daycare learning center to allow an increase up to 18 daycare clients on a 1-acre parcel zoned R-2 (Single-Family Residential). The property is located at 1713 Lily Pond Rd (00208/00001/99D). The property owner is Deborah Johnson. **District 6**

Aaron Johnson offered a motion to move forward to approve the request for Special Approval for the property located at 1713 Lily Pond Rd; seconded by Charles Ochie; the Motion carried **4-2-3**.

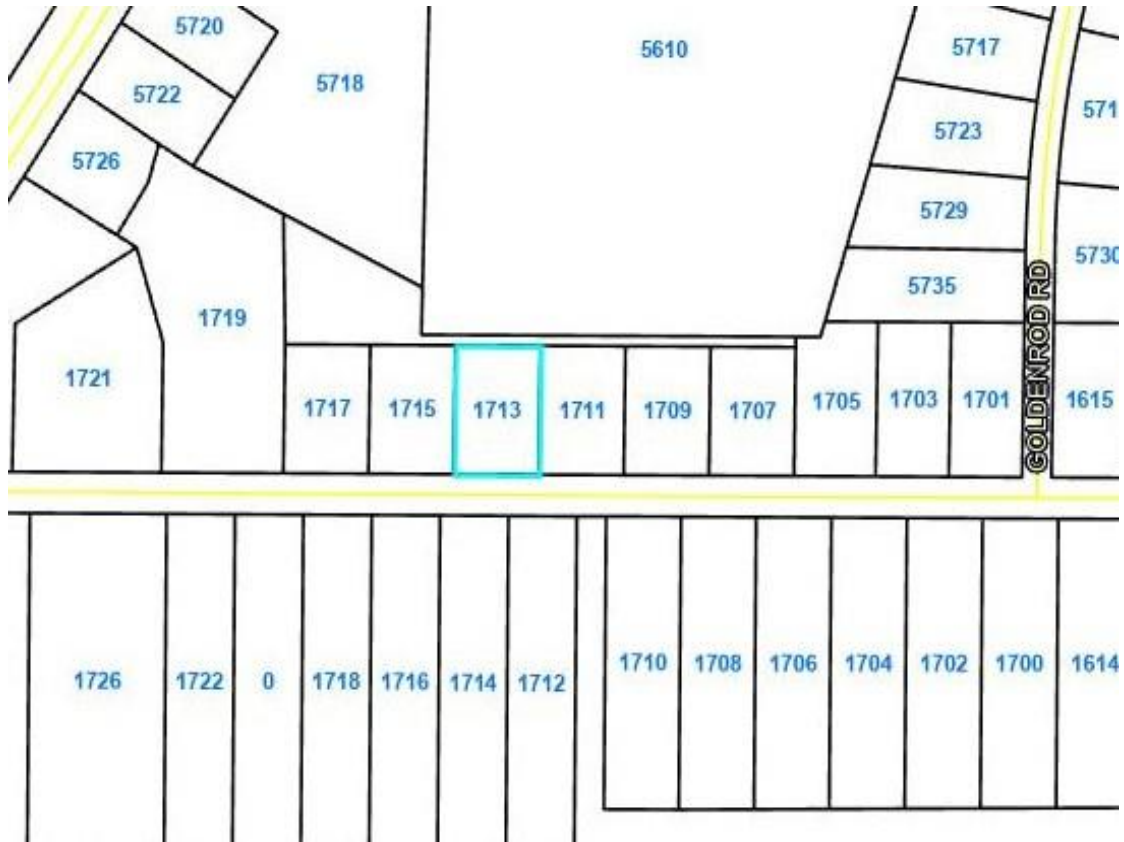
Staff received information after the Planning Commission meeting on driveway measurements provided by Dougherty County Engineering. As a result, the staff recommends adding the following condition.

1. Driveway be enlarged to accommodate two-way ingress and egress traffic.

PLANNING & DEVELOPMENT SERVICES

P.O. Box 447 Albany, GA 31702 | Phone: 229.438.3901 | Fax: 229.438.3965 | www.albanyga.gov

**STAFF ANALYSIS AND REPORT
APPLICATION #23-030 SPECIAL APPROVAL**



OWNER: Deborah Johnson

APPLICANT: Johnathan Johnson

LOCATION: 1713 Lily Pond Road

CURRENT ZONING/USE: R-2 (Single-Family Residential District)

PROPOSED USE: Daycare Learning Center (up to 18 clients)

MEETING INFORMATION:

Planning Commission: 6/1/2023, 2:00 P.M., Government Center,
222 Pine Avenue, RM 100

Public Hearing: 6/26/2023, 10:00 A.M., Government Center,
222 Pine Avenue, Rm. 100

RECOMMENDATION: **Approval**

GENERAL INFORMATION:

The applicant requests Special Approval to operate a daycare learning center serving up to eighteen (18) daycare clients at 1713 Lily Pond Road. The property is currently zoned R-2(Single-Family Residential District) and permits the use of a Family daycare serving (six) 6 or fewer clients per the Dougherty County zoning ordinance.

SPECIAL APPROVAL CRITERIA

The Albany Dougherty Zoning Ordinance recommends that the Planning Commission consider the following factors for special approval requests:

1. The effect of the proposed activity on the adjacent transportation network.

Trip Generation:

Road Improvements: According to the **FY 2021-2024 Transportation Improvement Program (TIP)** and the **Dougherty Area Regional Transportation Study: (DARTS 2045)**, for the Albany/Dougherty metro area, there are no state or federally funded projects taking place in this area.

Road Classifications: Street that provides access to the subject property is classified accordingly:

Lily Pond Road, classified as a Collector Road, provides access to the subject parcel.

Trip Generation: Current traffic volumes on Lily Pond Road to the nearest point are as follows:

- Lily Pond has a current estimated Average Annual Daily Traffic (AADT) Count of 1,750 trips per day.

According to the ITE Trip Generator, a daycare learning center would generate approximately 47.62 trips per day for a 1,000 sq. ft building. The subject building is 2,258 sq. ft. resulting in approximately 95 trips per day.

Analysis:

The proposed use should have no adverse impact on the surrounding transportation network.

The location of off-street parking facilities.

The applicant states that the one-acre tract will facilitate adequate parking for the proposed use. According to Title III, Article 2: Section 2.01, a day care requires one parking space for every one (1) employee and one (1) parking space for every ten (10) students. The daycare learning center will have a minimum of three (3) employees on site, and up to 18 children, which requires five (5) parking spaces.

2. The number, size, and type of signs proposed for the site.

All signs must comply with the sign regulations in accordance with Bright from the Start and the Dougherty County Sign Ordinances. The applicant plans to install Parking signs 24" W x 18" H.

3. The amount and location of open space.

As stated by the applicant, the proposed site is a (1+) one-acre parcel with approximately five hundred (500) square feet of combined open space to the structure's North, South, and East. The applicant has no plans to erect any additional structures or make drastic changes to the landscaping.

Protective Screening.

The applicant plans to comply with protective screening regulations in accordance with Bright from the Start and the Dougherty County ordinance for the proposed use.

4. Hours and manner of operation of the proposed use.

The applicant states that the day care facility will operate Monday through Friday from 7:30 am to 5:30 pm. The hours of operation are not expected to interfere with other daycare and school operations in the area.

7. Outdoor lighting.

According to the applicant, there will be adequate outdoor lighting provided by the already existing lights within the parcel.

8. Ingress and egress to the property.

The driveway apron and driveway were measured by Dougherty County Engineering Manager, Jeremy Brown. The driveway apron width at the connection to Lily Pond is 20' and the driveway itself is 10' wide. Two vehicles cannot enter and exit the driveway simultaneously at this width. The driveway and apron would need to be widened by a minimum of 10' to achieve simultaneous ingress/egress. The culvert pipe under the driveway would need to extend by one 8' joint of pipe on both ends of the existing pipe. Then the driveway would be able to be widened by approximately 5' either side of the existing concrete driveway.

Compatibility with surrounding land use.

The proposed use is suitable with the adjacent land uses. The area is predominantly single-family and multi-family residential to the East, North, and South and commercial to the West of the subject parcel. The property is located within the A - 100 Year Flood Area - Areas of 1% annual chance flood, also known as the base flood. Base Flood Elevations (BFE) have not been determined.

10. Consistency with the Comprehensive Plan.

The **Future Land Use Map** recommends low density residential for this property. The proposed use would not conflict with this recommendation.

RECOMMENDATION

Staff recommends **approval** of this application:



PROCUREMENT RECOMMENDATION

DATE: June 6, 2023

TITLE: DOCO Police Vehicles
REFERENCE NUMBER: 23-088
OPENING DATE: May 26, 2023
BUYER: Corey Gamble

DEPARTMENT: DOCO Police
ACCOUNT NUMBER: 321025036
BUDGETED AMOUNT: \$312,000.00
DEPARTMENT CONTACTS: Capt. Jason
Hager

Joshua Williams
Joshua Williams, Interim Procurement Manager

RECOMMENDATION:

Recommend the purchase of Six (6) 2023 Police Pursuit Utility AWD, from Wade Ford for a total expenditure of \$261,960.00.

BACKGROUND INFORMATION:

Bid Ref. #23-088 was advertised, on May 5, 2023, in the local paper, on the local access channel, Facebook, and on the Georgia Procurement Registry. Twelve (12) vendors were directly solicited. Two (2) vendors submitted proposals. After research, it was determined that the lack of responses from vendors, was due to a lack of available inventory. Wade Ford, of Smyrna, Ga was the lowest responsive, responsible vendor. Staff recommends the purchase of Six (6) 2023 Police Pursuit Utility AWD from Wade Ford for a total expenditure of \$261,960.00.

COUNTY ADMINISTRATOR ACTION:

APPROVED () DISAPPROVED () HOLD

COMMENTS:

6/7/2023
DATE

[Signature]
COUNTY ADMINISTRATOR (Assistant)

List of Documents Attached:

GRANT REQUEST AUTHORIZATION FORM



GRANT REQUEST AUTHORIZATION FORM

DATE:
June 7, 2023

DEPARTMENT:
Library

GRANT PROGRAM:
Westtown Library Renovation

GRANT AGENCY:
Georgia Public Library Service

CFDA # (IF FEDERAL GRANT)
N/A

PROGRAM TITLE:
Georgia Public Library Service Major Repair and Renovation Grant Program

FEDERAL	STATE	LOCAL MATCH	OTHER	TOTAL REQUEST
	\$ 300,000	\$ 300,000		\$ 600,000

IF LOCAL MATCH IS REQUIRED, ARE FUNDS AVAILABLE IN CURRENT BUDGET?
No

Comments: (in-kind, direct appropriation, etc.)
Requesting SPLOST funds for match

INDIRECT COSTS?
N/A

AMOUNT:

REIMBURSEMENT GRANT:

PROJECT DIRECTOR: Gail Evans

PHONE:
(229) 420-3230

DEPARTMENT DIRECTOR OR OFFICIAL APPROVING SUBMISSION (PRINT NAME & TITLE)
Gail Evans, Library Director

SIGNATURE:
Gail Evans

DATE: 6/7/2023

REVIEWED BY FINANCE: Director
Martha B. Hendley

SIGNATURE:
Martha B Hendley

DATE:
6/8/2023

REVIEWED BY COUNTY ADMINISTRATOR:

SIGNATURE:

DATE:

COUNTY COMMISSION ACTION:

APPROVED: Y/N

DATE:

GRANT REQUEST AUTHORIZATION FORM



GRANT REQUEST AUTHORIZATION FORM

DATE: June 7, 2023				
DEPARTMENT: Library				
GRANT PROGRAM: Westtown Library Renovation				
GRANT AGENCY: Georgia Public Library Service				
CFDA # (IF FEDERAL GRANT) N/A				
PROGRAM TITLE: Georgia Public Library Service Capital Outlay Grant Program				
FUNDING REQUEST:				
FEDERAL	STATE	LOCAL MATCH	OTHER	TOTAL REQUEST
	\$ 900,000	\$ 100,000		\$ 1,000,000
IF LOCAL MATCH IS REQUIRED, ARE FUNDS AVAILABLE IN CURRENT BUDGET? No		Comments: (in-kind, direct appropriation, etc.) Requesting SPLOST funds for match.		
INDIRECT COSTS? N/A	AMOUNT:			
REIMBURSEMENT GRANT:				
PROJECT DIRECTOR: Gail Evans		PHONE: (229) 420-3230		
DEPARTMENT DIRECTOR OR OFFICIAL APPROVING SUBMISSION (PRINT NAME & TITLE) Gail Evans, Library Director		SIGNATURE: 		DATE: 6/7/2023
REVIEWED BY FINANCE: Director Martha B. Hendley		SIGNATURE: 		DATE: 6/8/2023
REVIEWED BY COUNTY ADMINISTRATOR:		SIGNATURE:		DATE:
COUNTY COMMISSION ACTION:		APPROVED: Y/N		DATE:

GRANT REQUEST AUTHORIZATION FORM



GRANT REQUEST AUTHORIZATION FORM

DATE: 2/10/2023				
DEPARTMENT: Dougherty Superior Court MH/SA Treatment Program				
GRANT PROGRAM: State of Georgia Accountability Court Funding Program				
GRANT AGENCY: State of Georgia / Criminal Justice Coordinating Council / Council of Accountability Court Judges				
CFDA # (IF FEDERAL GRANT)				
PROGRAM TITLE: Dougherty Superior Court MH/SA Treatment Program				
FUNDING REQUEST:				
FEDERAL	STATE	LOCAL MATCH	OTHER	TOTAL REQUEST
	\$ 300,000	\$ 40,000		\$ 340,000
IF LOCAL MATCH IS REQUIRED, ARE FUNDS AVAILABLE IN CURRENT BUDGET? Yes		Comments: (in-kind, direct appropriation, etc.) In prior years, we have had access to Date funds. We are requesting to do the same this year.		
INDIRECT COSTS?	AMOUNT:			
REIMBURSEMENT GRANT: yes				
PROJECT DIRECTOR: Patricia Griffin		PHONE: 229-302-3682		
DEPARTMENT DIRECTOR OR OFFICIAL APPROVING SUBMISSION (PRINT NAME & TITLE) Victoria S Darrisaw Judge, Superior Court		SIGNATURE: <i>Victoria S. Darrisaw</i>		DATE: <i>6/9/2023</i>
REVIEWED BY FINANCE: Director Martha B. Hendley		SIGNATURE: <i>Martha B. Hendley</i>		DATE: <i>6/9/2023</i>
REVIEWED BY COUNTY ADMINISTRATOR: Michael McCoy		SIGNATURE:		DATE:
COUNTY COMMISSION ACTION:		APPROVED: Y/N		DATE:

ASPIRE Behavioral Health & Developmental Disability
Services Board

Incumbents

Coroner Michael Fowler

Richard Ware

Two new applicants

Becky Farkas

Jeanette Henderson



Dougherty County Board of Commissioners
Albany, Georgia

MAY 10, 2023

To whom it may concern:

My name is Becky Lori Farkas and I am interested in serving on your Aspire Behavioral Health board for Mental Health services. I graduated from Columbus State University in 1996 with a master's degree in Community Counseling. Because this program is CACREP accredited, I was able to become a licensed mental health counselor in Florida where I had moved. I practiced in Florida until I retired in 2007, due to illness.

Due to health concerns I recently returned to Albany. Reading the Albany Herald, I saw that you had two openings on your board. I am very interested in mental health issues in this community. My husband, Sam Farkas Jr., is a businessman, and he has called on me to advise some of his employees. I would like more information on what types of mental health options are available in this area.

I have been interested in mental health for years, which led to my pursuit of a license to practice mental health. As a cognitive behavioral therapist, I have worked with adults, children, and teens. I have run gang treatment programs for the Florida Department of Juvenile Justice, and worked for the state of Georgia at Autry Prison in Pelham, Ga. I have worked with the state of Florida's foster kids in providing therapeutic counseling, and doing comprehensive assessments.

In short, I have a complete resume in mental health studies and service provision. I would very much appreciate the opportunity to use this experience to enhance mental health services in this area. Being retired, I have a lot of available time and knowledge, and would appreciate the opportunity to put both to work, by serving on this board.

Thank you,

Becky Lori Farkas
Becky Lori Farkas

May 10, 2023



Dear Commissioners:

I am retired after working 35 years with the Albany Housing Authority. The Housing Authority taught me a great deal about everyday living. It also taught me to be humble, caring, and understanding of all mankind. It is my desire to take these qualities and apply them to my every day life.

It is my understanding that you have an opening on the ASPIRE Board of Directors. I am very much interested in being a part of that Board. I will give it my best professional experience if given the opportunity.

I may be reached at 229-894-0558 or 5909 Old Dawson Road, Albany, Ga 31721.

Sincerely,

Jeanette Henderson

Jeanette W. Henderson
5909 Old Dawson Road
Albany, Georgia 31721
Home: 229-435-9215 Cell: (229) 894-0588
Email: henderson4000@bellsouth.net



EXPERIENCE:

Albany Housing Authority, Albany, GA

Deputy Director of Housing Services, April 1983 to Present

- Senior Staff member and part of a team that managed 61 Section 8 Vouchers, 1185 Public Housing, Tax credit properties and 202 Elderly properties.
- Re-housing of Residents after the 1994 Flood, and bringing the new developments on line.
- Management of over 200 properties for the City of Albany
- Assisted with housing the hurricane Katrina family
- Supervise 7 Property Managers, with a total overall Staff of 50
- Supervise the Rental Collection department with an average monthly collections of all properties is over 233,000.00 per month
- Responsible for regulation compliance
- Monitors departmental policies relating to employees, resident relations, rent collections, resident charges and various areas of Housing Management activities
- Monitors and follows up and take immediate corrective action on delinquent accounts
- Assist the Executive Director in carrying out resolutions and orders of the AHA and requirements of HUD policy and regulations
- Hires all Housing Services Division personnel, conducts training programs for Housing Services Staff; holds weekly Staff meeting for instructions and explanation on new procedures and policies. Audits tenant's files and reviews daily statements of operation. Reviews all Property Managers monthly reports and reports findings to the Executive Director.

Accomplishments

- Achieved High Performer
- Vacancies at 98 percent for the Albany Housing Authority
- Provide a Mobile Health Fair for Residents with an opportunity to have an appointment with a Doctor onsite
- Provide Residents with an Easter Extravaganza in April
- National Night Out event AHA Partner with other Community Organizations for annual Crime Prevention event for Residents the streets are blocked off for a Neighborhood Block Party
- Red Ribbon Week/ Halloween Fest small carnival with Kid friendly games and kids pledge to be drug free
- Senior Prom A dance with a DJ for all Seniors we crown a King and Queen
- Bingo Game Household items are given for prizes
- Back to School Bash provide our youth with school supplies to return to school.
- Voter Registration provide resident with onsite voter registration forms.
- Movie Night Provide Resident with a favorite positive Movie of choice

Certificates & Current AFFILIATIONS:

- Leadership Albany class of 1987
- Sigma Gamma Rho Public Service Sorority
- Public Housing Manager, NAHRO (1986)
- Georgia Association of Housing and Redevelopment Authorities (GAHRA) Past President (2007-2008)
- Chairman of the Commissioners Committee – GAHRA
- Member of the GAHRA Scholarship Committee
- SERC/NAHRO Vice President of Housing-present
- NAHRO serves on the Housing Committee
- Chairperson of Keep Albany Dougherty Beautiful (KADB) present

Education:

Albany State University
Bachelor of Arts, June 1975
Major: Sociology

Chehaw Park Authority

Incumbent

Scott Steiner

No new applicants

BYLAWS OF THE ALBANY-DOUGHERTY ECONOMIC DEVELOPMENT COMMISSION, INC.

PREAMBLE

These Bylaws constitute the Code of Rules for the regulation and management Albany Dougherty Economic Development Commission, Inc. (AEDDC or the "Corporation"), as authorized by its Articles of Incorporation, and are subject to, and shall be governed by, the Georgia Nonprofit Corporation Code ("Code") and the Articles of Incorporation (as subsequently amended, the "Articles") of AEDDC, INC. In the event of a direct conflict between the provisions of these Bylaws and the mandatory provisions of the Code or the of the Articles, such provisions of the Code or the provisions of the Articles as the case may be, will be controlling.

ARTICLE I

General Provisions

- Section 1.1** **Principal Office.** The Principal office of the Corporation shall be located at such place as the Board of Directors may fix from time to time. The initial principal office is set forth in the Articles.
- Section 1.2** **Registered Office and Agent.** The registered office and the registered agent of the Corporation shall be as designated from time to time by the Board of Directors. The initial registered office and registered agent of the Corporation are set forth in the Articles.
- Section 1.3** **Purpose.** The Corporation is organized and shall be administered and operated exclusively to promote and represent the common business interest of, and improve the business conditions among, the members of the business and commerce community in the City of Albany, Georgia, and the County of Dougherty, Georgia, all within the meaning of Section 501 (c) (6) of the Internal Revenue Code or the corresponding provisions of any future U. S. Tax Code. In furtherance of its purposes, the Corporation may receive, administer, and expend funds, may employ personnel, and may otherwise take any and all actions consistent with its

purpose, the Georgia Non-Profit Corporation Code and the Articles.

ARTICLE II

Membership

The Corporation shall have two Members, the City of Albany, a duly incorporated municipality under the laws of the State of Georgia, and Dougherty County, a duly constituted County under the Constitution of the State of Georgia. Members may be admitted or removed as more particularly set forth in the Articles of Incorporation of ADEDC, Inc.

Members' Meetings

Section 2.1 Annual Meeting. No Annual Meeting going forward.

Section 2.2 Special Meeting. A special meeting of the Members may be called by either Member. Notice stating the place, day and hour of the special meeting, and the purpose or purposes for which the meeting is called shall be delivered not less than ten (10) days nor more than sixty (60) days before the date of the meeting, either (a) in writing, by mail, postage prepaid, addressed to the Chief Executive Officer of such Member at his address as it appears on the books of the Corporation, or (b) by any other method permitted by law, including, but not limited to, personal delivery, overnight courier service, telegram, telex, or facsimile. Any notice required or permitted to be given by mail shall be deemed to be delivered and given five (5) days following the date on which the same is deposited in the United States Mail as aforesaid. Any notice required or permitted to be given by overnight courier service shall be deemed to be delivered and given one (1) day following the date delivered to such service with all charges prepaid and addressed as aforesaid. Any notice required or permitted to be given by telegram, telex, or facsimile shall be deemed to be delivered and given at the time transmitted with all charges prepaid and

addressed as aforesaid. The notice of any Members' meeting with respect to an amendment to the Articles, a plan of merger, a disposition of substantially all of the corporation's assets, or dissolving the Corporation shall state such purpose and further comply with all requirements set forth herein or in the Code.

Section 2.3 Compliance with Law. Any and all public notices required by Georgia law shall be complied with prior to any meeting of the Members, and no meeting shall be deemed duly convened unless and until such compliance is met.

Section 2.4 Conduct of a Meeting. Meetings of the Members shall be presided over by a Chairperson, who shall be chosen by unanimous consent of the Members present. The President of the Corporation shall act as the secretary of the Member meeting, but if the President is unavailable, the highest-ranking available staff member of the Corporation shall serve as secretary.

Section 2.5 Quorum and Action of Members. At all meetings of the Members, a majority of the Members shall constitute a quorum for action on a matter, unless the Articles, a provision of these Bylaws approved by the Members, a written agreement among the Members, or the Code provides otherwise. Once a Member is represented for any purpose at a meeting, other than solely to object to holding the meeting or transacting business at the meeting, it is deemed present for quorum purposes for the remainder of the meeting and for any adjournment of that meeting unless a new record date is or must be set for the adjourned meeting. If a quorum exists, action on a matter is approved if the votes cast favoring the action exceed the votes cast opposing the action, unless the Articles, another provision of these Bylaws approved by the Members, a written agreement among the Members, or the Code requires a greater number of affirmative votes. Each Member shall have one (1) vote.

ARTICLE III

Board of Directors

- Section 3.1** **Authority.** All the corporate powers shall be exercised by or under the authority of, and the business and affairs of the Corporation shall be managed under the direction of, a Board of Directors (hereinafter sometimes referred to as the "Board of Directors," "Board," "Directors"), subject to any limitations set forth in the Articles or a provision of these Bylaws.
- Section 3.2** **Number and Term.** Number and Term. The Board of Directors shall consist of not less than twelve (12) Directors, who shall be appointed at the first meeting of the Members. Each member shall appoint six (6) directors. Each Member shall have one of their Directors serve permanently by virtue of office (City and County Executives), and one elected representative from each Commission (chosen by their respective body - elected officials may not hold officer titles), and the remaining four Directors shall serve three-year terms that shall be staggered so that each Member shall make at minimum one appointment or reappointment each year. The "permanent" position for each member is defined as follows: For Dougherty County, the County Administrator or his/her designated representative; for the City of Albany, the City Manager or his/her designated representative. A Member may rename and/or replace a Director appointed by that Member at any time, and the newly appointed Director shall complete the term of the Director so renamed (or resigned).
- Section 3.3** **Vacancies.** If a vacancy occurs on the Board of Directors, the Member who appointed the Director shall appoint a new Director to fill the vacancy without waiting for the date of the annual election. The replacement Director shall complete the unexpired term of the previous Director.

Section 3.4 Quorum and Action of Directors. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business unless the Articles, a provision of these Bylaws, or the Code requires a greater number. If a quorum is present when a vote is taken, the affirmative vote of a majority of the Directors present is the act of the Board of Directors, unless the Articles, a provision of these Bylaws, or the Code requires the vote of a greater number of the Directors. If at any meeting of the Board of Directors there is less than a quorum present, the Directors, a majority of those present, or any Director solely present may adjourn the meeting from time to time, without further notice.

Section 3.5 Meetings.

(a) **Time and Date.** Regular and special meetings of the Board of Directors shall be held on such date and at such time designated by the Board of Directors, but in no event less than once a quarter.

(b) **Place.** Regular and special meetings shall be held within the State of Georgia at such a place as the Board of Directors may from time to time designate. Whenever the Board of Directors shall fail to designate such a place, the meeting shall be held at the principal office of the Corporation in the State of Georgia.

(c) **Call.** Regular and special meetings may be called by the Chairman or by any three (3) Directors.

(d) **Notice.** Notice of all meetings shall be given to Directors at least forty-eight hours before such meeting, which notice shall specify the date, time and place of the meeting. The notice need not state the purpose of the special meeting. Whenever notice is required to be given by the Articles, a provision of these Bylaws, or the Code and no provision is made as to how such notice may be given (a) in writing, by mail, postage prepaid, addressed to such Directors at his address as it appears on the books of the Corporation or, if not listed therein, to his last known business address, or (b)

by any other method permitted by law, including, but not limited to, personal delivery, overnight courier service, facsimile, or email. Any notice required or permitted to be given by mail shall be deemed to be delivered and given five (5) days following the date on which the same is deposited in the United States Mail as aforesaid. Any notice required or permitted to be given by overnight courier service shall be deemed to be delivered and given one (1) day following the date delivered to such service with all charges prepaid and addressed as aforesaid. Any notice required or permitted to be given by facsimile or e-mail shall be deemed to be delivered and given at the time transmitted, respectively, to the facsimile number or the e-mail address, if any, listed on the books of the Corporation for such Director. Notice shall be deemed given when a Director is personally contacted orally (and leaving a message will not suffice) either face to face or via telephone by the Chairperson or such other Directors calling such meeting.

(e) **Waiver of Notice.** A Director may waive any notice required by the Articles, a provision of these Bylaws, or the Code before or after the date and time of the required notice. The waiver must be in writing, signed by the Directors entitled to the notice, and delivered to the Corporation for inclusion in the minutes or filing with the Corporation's records. Notwithstanding the foregoing, a Director's attendance at or participation in a meeting waives objection to lack of notice or defective notice of a meeting, unless the Directors at the beginning of the meeting (or promptly upon arrival) objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to the action taken at the meeting.

(f) **Compliance with Law.** All public notices required by the laws of the State of Georgia shall be given as required by such law prior to any such meeting, and no meeting shall be duly convened unless and until such legal requirements have been satisfied.

(g) **Conduct of a Meeting.** Meetings of the Board of Directors shall be presided over by a Chairman of the Board. In his/her absence, the Treasurer shall preside. The Secretary of the Corporation shall act as secretary of every meeting, but if neither the Secretary nor an Assistant Secretary is present, the chairman of each meeting shall designate a person to act as secretary of the meeting, who may or may not be a Director or officer of the Corporation.

(h) **Presumption of Assent.** A Director who is present at a meeting of the Board of Directors at which action on any matter is taken shall be presumed to have assented to the action unless: (1) the Director objects at the beginning of the meeting (or promptly upon arrival) to holding it or transacting business at the meeting; (2) the Director's dissent or abstention from the action taken is entered in the minutes of the meeting; or (3) the Director delivers written notice of his dissent or abstention to the presiding officer of the meeting before its adjournment or to the Corporation immediately after adjournment of the meeting. The right of dissent or abstention is not available to a Director who votes in favor of the action taken.

Section 3.6

Board Committees. The Board of Directors, by resolution of the Board, may create one (1) or more committees of the Board. Each committee shall have one (1) or more Directors appointed by resolution adopted by a majority of the entire Board of Directors. Any committee established by the Board of may be dissolved or any member thereof may be removed upon motion duly made by any Director, which motion is approved by the Board of Directors. All provisions of the Articles, these Bylaws, and the Code governing meetings, notice and waiver of notice, and quorum and voting requirements of the Board shall apply equally to committees and their members. A Board Committee shall have the authority to exercise such duties or powers of the Board as the Board may designate.

Section 3.7

Resignation. Any Director may resign at any time by delivering his/her written resignation addressed to the

Chairperson or the Secretary, and such resignation shall be effective upon receipt unless it specifies otherwise.

ARTICLE IV

Officers

Section 4.1

President. The Board of Directors shall appoint a President. The President shall be the chief executive officer of the Corporation and, subject to such policies and guidelines as may be prescribed by the Board of Directors, shall have general executive charge, management, and control of the properties and operations of the Corporation in the ordinary course of its business, with all such powers with respect to properties and operations as may be reasonably incident to such responsibilities. The President, under direction of the Board of Directors, shall be a full-time employee of the Corporation who is the chief executive officer of the Corporation and shall have active charge of the affairs of the Corporation, including the staff thereof. The President will serve as the chief spokesperson for the Corporation on all policy and matter of public interest. The President shall receive such compensation for his or her services as the Board of Directors may determine. The President shall, subject to the approval of the Board, hire and fix the compensation of all employees and agents of the Corporation and any persons thus hired shall be removeable at the President's discretion subject to Board approval. The President shall act in furtherance of the Corporation's stated purposes. Unless the Board of Directors by resolution shall otherwise provide, the President may delegate in writing such of the President's powers as the President deems appropriate to other officers, employees, and agents of the Corporation.

Section 4.2

Other Officers. The Board of Directors at the first regular meeting of the fiscal year shall elect a Chairperson, a

Secretary, and a Treasurer (each of whom must be a duly appointed member of the Board). Unless otherwise provided in the resolution of election, all officers shall be elected for a term of office running until the next annual election meeting of the Board of Directors at which officers are elected and until their successors have been duly elected or until their earlier resignation, removal from office, incapacity to serve, or death. The officers selected under Section 4.2 shall volunteer and shall serve without compensation. All officers shall have authority, powers, duties, functions, and privileges, as provided for herein and as the Board of Directors may determine from time to time. All officers of the Corporation shall have primary responsibility for the implementation and compliance with such policies and guidelines as are established by the Board of Directors.

Section 4.3 **Chairperson("Chair"**. The Chair of the Corporation shall preside at the meetings of the Board of Directors. The Chair shall approve the appointment of chairmen of all Committees and shall have general responsibility for committee operations. The Chair shall be the primary Board representative in monitoring the actions of the President and shall perform or cause to be performed annual performance appraisals of the President and recommendations to the Board on salary adjustments and merit increases for the President. The Chair shall perform all duties incident to the office and advise such action that is likely to increase the usefulness of the Corporation.

Section 4.4 **Secretary.** Except as otherwise provided in these Bylaws, the Secretary shall keep, or cause to be kept, a record of the proceedings of all meetings of the Board of Directors; notify, or cause to be notified, the Directors of meetings as provided by these Bylaws or the Code; have custody of the seal of the Corporation; affix such seal to any instrument requiring the same; attest the signature or certify the incumbency or signature or any officer of the Corporation; and perform such other duties as the President, or the Board of Directors may prescribe. The Secretary may sign with the President,

in the name of the Corporation, all contracts of the Corporation and affix the seal of the Corporation thereto.

Assistant Secretary: The board shall also appoint an assistant secretary during the election of officers who shall serve as the Secretary should the Secretary not be able to fulfill the above-mentioned duties.

Section 4.5 **Treasurer.** The Treasurer shall have custody of the Corporation's funds and securities, shall keep, or cause to be kept, the financial books and records of the Corporation, and shall keep or cause to be kept, full and accurate account of the Corporation's funds, financials assets, and other assets entrusted to the Treasurer's care and custody. The Treasurer shall maintain the money and other assets of the Corporation in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall collect all money due the Corporation from any source, and shall pay out same only upon vouchers, properly drawn, approved by the President. The Board of Directors shall require such surety bonds of the Treasurer and his and her assistants as may in their judgment be necessary, the expenses of such bonds to be borne by the Corporation. The Treasurer shall perform such other duties as the President or the Board of Directors may prescribe. The Treasurer shall perform the duties of Secretary of the Corporation in the absence or disability of the Secretary.

Section 4.6 **Salaries.** The Board of Directors shall fix the compensation of the President of the Corporation. All other officers shall serve without compensation.

Section 4.7 **Removal.** The Board of Directors, or any officer or assistant officer having authority to appoint such officer or assistant officer, may remove any officer or agent of the Board of Directors at any time with or without cause; but such removal shall be without prejudice to the contract rights, if

any, of the person so removed. Election or appointment or an officer shall not of itself create contract rights. Any vacancy, however occurring, may be filled at any time by the Board of Directors.

ARTICLE V

Indemnification

The Corporation shall provide indemnification to its officers and directors, including the advance of funds to pay or reimburse expenses, in accordance with, and to the fullest extent permitted by, Part 5 of Article 8 of the Georgia Non-profit Corporation Code (§14-3-850 *et seq.*). The Corporation may purchase insurance to cover this obligation.

ARTICLE VI

Amendments

These Bylaws may be amended or repealed, in whole or in part, by a majority vote of the Members of the Corporation.

ARTICLE VII

Seal

The Seal of the Corporation shall be in such form as the Board of Directors may, from time to time, determine. In the event it is inconvenient to use such a seal at any time, the signature of the Corporation followed by the word "Seal" enclosed in parentheses or scroll, shall be deemed the seal of the Corporation. The seal shall be in the custody of the Secretary and affixed by the Secretary or by the Secretary's assistants on the certificates of stock and other appropriate papers.

ARTICLE VIII

Miscellaneous

Section 8.1 Bylaws. The term “Bylaws,” as used herein, shall mean these Bylaws of the Corporation, as the same are now enacted or hereafter amended.

Section 8.2 Construction. The Section and Subsection headings of these Bylaws are provided only for convenience of reference; they are not part of these Bylaws and shall be ignored in its construction. Except where otherwise clearly indicated by the context, masculine shall include feminine, the singular shall include plural, and vice versa.

Section 8.3 Facsimiles. For all purposes of these Bylaws, a facsimile transmission of any document containing signature shall be deemed to be an original executed document containing an actual signature.

Section 8.4 Interpretation of Bylaws. In any dispute regarding the interpretation of these Bylaws, the final, binding interpretation will be determined by a majority vote of the Board of Directors as long as the interpretation is consistent with the Georgia Non-Profit Code.

I hereby certify that the foregoing is a true and correct copy of the Bylaws of ADEDC, INC. duly adopted by the Board of Directors of the Corporation.

Secretary

Bylaws amended July 15, 2021
Bylaws amended August 4, 2022

Executive Summary of By-Law Changes:

Amendment #1:

July 15, 2021

Membership:

The Corporation initially shall have three “Members”, which three Members shall be the City of Albany, a duly incorporated municipality under the State of Georgia, Dougherty County, a duly constituted County under the Constitution of the State of Georgia, and Albany Area Chamber of Commerce, a Georgia Not-For-Profit Corporation. Members may be admitted or removed as more particularly set forth in the Articles of Incorporation of ADEDC, Inc.

The Corporation shall have two Members, of which two Members shall be the City of Albany, a duly incorporated municipality under the State of Georgia, and Dougherty County, a duly constituted County under the Constitution of the State of Georgia. Members may be admitted or removed as more particularly set forth in the Articles of Incorporation of ADEDC, Inc.

Section 2.1 Annual Meeting. A meeting of the Members of the Corporation shall be held annually on the date and time, and at the place as the first meeting of Board of Directors of the Corporation for each fiscal year. At the annual meeting of the Members, each Member shall be represented by its Chief Executive Officer, or designated representative. In the case of the City of Albany, the Mayor, and in the case of Dougherty County, the Chairman of the County Commission, and the case of the Albany Area Chamber of Commerce the Chairman of the Board shall be the intended Chief Executive Officer. At the meeting of the Members, each Member shall appoint its respective Board of Director appointees and shall undertake such other business as is necessary to be addressed by the Members. An agenda for the meeting of the Members shall be prepared and distributed in advanced by the President of the Corporation, and each Member shall keep on record with the Corporation

a Resolution authorizing its respective Chief Executive Officer or designated representative to exercise the Member's authority and vote at such meeting.

Section 2.1 Annual Meeting - No Annual Meeting going forward.

Section 3.2 Number and Term. The Board of Directors shall consist of not less than three (3) nor more than twenty-four (24) members. The initial Board shall consist of twelve (12) Directors, who shall be appointed at the first meeting of the Members. Each Member shall appoint four (4) directors. Each Member shall have one of their Directors serve permanently by virtue of office and the remaining three Directors shall serve two-year terms that shall be staggered so that each Member shall make one appointment or reappointment each year. The "permanent" position for each Member is defined as follows: For Dougherty County, the County Administrator or his designated representative; for the City of Albany, the City Manager or his designated representative; for the Albany Area Chamber of Commerce, the Chairman or the Board or his designated representative. A Member may rename and/or replace a Director appointed by that Member at any time, and the newly appointed Director shall complete the term of the Director so renamed (or resigned).

Number and Term. The Board of Directors shall consist of not less than twelve (12) Directors, who shall be appointed at the first meeting of the Members. Each member shall appoint six (6) directors. Each Member shall have one of their Directors serve permanently by virtue of office (City and County Executives), and one elected representative from each Commission (chosen by their respective body - elected officials may not hold officer titles) and the remaining four Directors shall serve three-year terms that shall be staggered so that each Member shall make at minimum one appointment or reappointment each year. The "permanent" position for

each member is defined as follows: For Dougherty County, the County Administrator or his designated representative; for the City of Albany, the City Manager or his designated representative. A Member may rename and/or replace a Director appointed by that Member at any time, and the newly appointed Director shall complete the term of the Director so renamed (or resigned).

Amendments

These Bylaws may be amended or repealed, in whole or in part, by a majority vote of the Members of the Corporation.

These Bylaws may be amended or repealed, in whole or in part, by a minimum vote of 8 of the 12 board of directors.

**Amendment #2:
August 4, 2022**

Officers:

Assistant Secretary: The board shall also appoint an assistant secretary during the election of officers who shall serve as the Secretary should the Secretary not be able to fulfill the above-mentioned duties.

Economic Development Commission

Incumbents

Chris Hatcher

Commissioner Clinton Johnson

One new applicant

Julian Marcus

Julian Oliver Marcus

Sales Director | Project Manager

Item 9f.

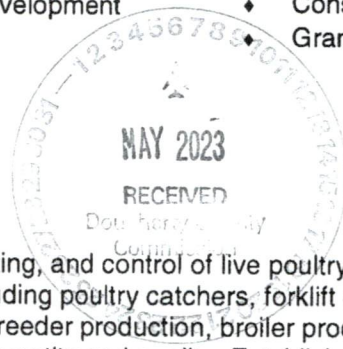
ojulianmarcus1@gmail.com • (229) 881-7669

[LinkedIn: Julian Oliver Marcus](#) • Albany, GA

Dynamic Bilingual Leader offering extensive experience in Sales & Growth Initiatives, Process Optimization, Project Management and Team Development across Medical Device and Pharmaceutical environments, coupled with deep experience leading manufacturing operations and managing construction projects. Sales Strategist with a career history that spans the developing and scaling of sales initiatives across the medical device industry, while offering a deep understanding of organizational system design, value-based vision, and functional transformation. Recognized for consistently utilizing keen analysis to drive organizational implementations and improvements. Innovative thinker able to utilize critical thinking and strategic mindset to understand the environment and gain access to solidify parentships.

Areas of Expertise

- ◆ Revenue Generation
- ◆ Team Leadership & Development
- ◆ Stakeholder Engagement
- ◆ Product Demonstrations
- ◆ Project Management
- ◆ Opportunity Identification
- ◆ Strategic Planning
- ◆ Business Development
- ◆ Relationship Development
- ◆ Purchasing
- ◆ Market Trend Analysis
- ◆ Account Management
- ◆ Fluent in Spanish
- ◆ Consultative Support
- ◆ Grant Administration



Professional Experience

Marcus Poultry
Owner/Operator

1994 – Present

Key decision maker that heads the planning, organizing, directing, and control of live poultry production across a 40-acre farm, with four poultry houses and a part-time crew of 25, including poultry catchers, forklift operators, and semi operators. Lead live haul, feed haul, and garage activities, coordinating breeder production, broiler production, hatcheries, feed mills and nutrition to produce least-cost live broilers at the desired quantity and quality. Establish that all production of live poultry that meets corporate standards for processing.

- Introduced a sanitation process that decreased sanitation time from five to three days, cutting product costs by 20% and significantly reducing equipment ware.
- Consistently ranked as the #1 Boiler Producer among local group.
- Key internal negotiator of various contracts for poultry and by-product sales.
- Spearheaded the production of 40.5M pounds of live chickens for processing annually for 20 consecutive years.
- Designed and implemented process that increased By-product production by 25% and By-product sales by 20%.

Kowa Pharmaceuticals America
Pharmaceutical Sales Representative

2022 – 2022

Spearhead new client acquisition, retaining high value relationships by focusing on quality of client experience. Own the achievement of client sales forecasts through impactful discussions with healthcare providers and office staff that allowed client to gain insight to demonstrate product's value to patients. Develop and execute consistent sales management processes, including a disciplined approach to prospecting, forecasting, and follow-ups to leads. Utilize patient-focused clinical dialogue to engage with every member of the office at the right level.

- Partnered with health care professionals as a product expert to tailor products, services, and support.
- Maintained an in-depth knowledge of products and of competitive products to support market awareness.
- Cultivated an environment for learning, best practice sharing, and accountability, creating opportunities for new business and pipeline expansion.
- Leveraged knowledge in the complexity and nuances of cultivating long term relationships with clients to better identify and execute ideal pathways towards generating a partnership that secured new revenue.
- Continually ranked in the top ten among Top Reps and Top Trending Reps and tied with the #1 Sales Representative in the country.
- Ranked #8 of 300 Nationwide in 4th Quarter Momentum Contest across Kowa Pharmaceuticals America.

Inhealth Systems & Services Territory Sales Manager

Built innovative sales strategies to secure new business for the market segment. Expanded territory through prospecting and lead generation, increasing the customer base and exceeding sales quotas. Analyzed local market trends and competitive actions to develop plans that grew sales volume and market share. Provided on-site support to troubleshoot product issues. Monitored market conditions, product innovations, and competitors' sales to target new opportunities.

- Gained recognition as the top Manager that drove 20% of the business for the state of Georgia
- Proposed customized solutions and partnerships that cultivated the trust of new and potential accounts.
- Introduced Neb Doctors Respiratory, Lactation, Compression, and Air Flow Vest products to three accounts in Pediatrics, Asthma & Allergy Specialty, OBGYN, and Family Practitioners that expanded territory.
- Conducted equipment demonstrations of Neb Doctor Products that boosted staff comprehension.
- Amplified the distribution of nebulizer units in the field to 1500 and of breast pumps Brest Pumps 20+ a month.
- Assessed and optimized equipment inventory across 200+ accounts and in the warehouse.

Additional Experience

Merchandising Representative, Georgia Lottery Corporation, Thomasville, GA
Sales Representative, R.J. Reynolds Tobacco Company, Columbia, GA

Education

Bachelor of Arts, Foreign Language, Spanish
Albany State University

Bachelor of Science, Business Administration, Management
Ft. Valley State College

Professional Training

International Marketing & Law, University of Georgia, London, Brussels & Belgium Exchange Program
French History, Grammar, Phonetics, University of Laval, Quebec, Canada
Mexican History & Culture, Universidad Autónoma de Yucatán, School of Anthropology, Menda, Yucatán, MX
Civil Law, Penal Law, Oenal Process Theroy, Universidad Autónoma de Yucatán, School of Law, Menda, Yucatán, MX
Spanish Phoenitcs and Grammer, Universidad, Autónoma de Yucatán, School of Educaiton, Menda, Yucatán, MX

Honors & Awards

Kowa Pharmaceuticals Momentum Contest Winner
Top Ten Recruitment Award - Georgia Lottery
Top Ten Recruiter, Georgia Lottery, Ranked #1
Highest Percentage Increase in Sales - Georgia Lottery
Top Ten Recruiter - Georgia Lottery - Ranked #3
Top Ten Recruiter - Georgia Lottery - Ranked #6
#1 Recruiter - Georgia Lottery - Thomasville District

EXHIBIT "H"
Contract for Sale of Real Property

DOUGHERTY COUNTY
Voluntary Acquisition Program

THIS AGREEMENT made and entered into the _____ day of **June, 2023**, by and between and **Kevin Reetz and Chris Reetz**, herein designated as "Seller," and DOUGHERTY COUNTY, Georgia, WITNESSETH:

WHEREAS, the Seller is the owner of certain real property being described as follows:

[Legal Description]

AND WHEREAS, DOUGHERTY COUNTY, a local government of the State of Georgia (hereinafter referred to as the "Subrecipient"), acting pursuant to its legal authority in administering its GEMA/HS Hazard Mitigation Grant Program project, wishes to purchase the above-described real property (hereinafter referred to as "Property").

NOW THEREFORE, for and in consideration of the covenants and obligations contained herein, the parties agree as follows:

1.

AGREEMENT TO SELL. The Seller agrees to sell the Property to the Subrecipient, together with the entire Seller's right, title, and interest in all Fixtures, Buildings, and Improvements located on the above-described real property, and under any easement and servitude for the benefit of the Seller, free and clear of all liens, encumbrances, reservations, exceptions, and modifications.

2.

PURCHASE PRICE: The Subrecipient agrees to purchase all the Seller's right, title, and interest in the Property for the sum of \$ **78,658.59**, payable on the Closing Date, which sum shall be reduced by any amounts paid by the Subrecipient on behalf of the Seller for the purposes set forth in paragraph 10A, and shall be reduced by any amounts for required FEMA deductions as set forth in paragraph 10B. The Seller shall receive no other compensation from the Subrecipient for all of Seller's right, title, and interest in the Property.

3.

TITLE: The Subrecipient shall cause to be prepared, at its expense, an Opinion of Title for the Property, continued to a date subsequent to the date of this Contract. The Opinion of Title shall show merchantable title in Seller, subject only to Permitted Exceptions in Paragraph 5. In the event that title curative work is necessary, such work shall be performed by the Subrecipient’s title examiner, or an attorney of the Subrecipient’s choosing. The Seller shall pay all costs required to perfect its title to the Property prior to Closing, or costs of title curative work shall be deducted from the Purchase Price of the Property at Closing.

4.

DEED: On _____, or other date as shall be mutually agreed upon by Seller and the Jurisdiction hereinafter referred to as the “Closing Date”, the Seller shall have completed its obligations under Paragraph 8, and the Seller shall execute to the Subrecipient a General Warranty Deed for Property, in recordable form, conveying fee simple title to the Property to the Subrecipient, subject only to Permitted Exceptions in Paragraph 5. The Seller shall further deliver to the Subrecipient a bill of sale for any personal property included in the sale.

5.

PERMITTED EXCEPTIONS: The Seller agrees to convey good, clear, and marketable title to the Property, subject only to the following “Permitted Exceptions”:

- 1. Zoning and building laws and ordinances;
- 2. Subject to prior approval of governing body, covenants, restrictions, reservations, and easements of record.

6.

FIXTURES AND PERSONAL PROPERTY: For the purposes of this document, Fixtures include all personal property that integrally belongs to or is part of the above-described real estate, whether attached or detached, such as light fixtures (including fluorescent tubes), shades, rods, blinds, Venetian blinds, awnings, storm windows, storm doors, storm sashes, screens, attached linoleum, plumbing fixtures, water heaters, water softeners, automatic heating equipment, air conditioning or other equipment other than window type, door chimes, built-in items and electrical service cable, fencing, gates and other attached fixtures, trees, bushes, shrubs, and plants.

7.

POSSESSION: On and after the Closing Date, the Subrecipient shall be entitled to immediate possession of the Property and to receipt of all rents and profits from the Property due thereafter.

8.

INSPECTION OF THE PROPERTY: The Subrecipient, at its expense, shall have the right to conduct such investigations, inspections, and inventories of the Property at reasonable times upon reasonable notice, oral or written, from time to time after the date of the making of this Contract for the purposes of investigating, inspecting, and performing inventories of the Property and for other purposes consistent with the Subrecipient's interest under this Contract.

9.

REMOVAL OF PERSONAL PROPERTY AND DEBRIS: Prior to the Closing Date, Seller at its own expense shall remove all personal property, equipment and debris from the Property, including but not limited to vehicles, vehicle parts, appliances, storage containers, household cleaners and solvents, construction materials, firewood, etc. In the event Seller fails to remove any such personal property, equipment, and debris prior to the Closing Date, the Subrecipient may use a portion of the Purchase Price to satisfy Seller's obligations under this paragraph.

10.

NO HOLDOVER PERIOD FOR OCCUPANTS: Seller shall ensure that it and all other current occupants vacate the Property prior to the Closing Date.

11.

APPLICATION OF PURCHASE PRICE, DEDUCTIONS, FOR FLOOD ASSISTANCE RECEIVED.

- A. Prior to disbursing payment to the Seller, the Subrecipient may use a portion of the Purchase Price to satisfy the Seller's obligations under this document to remove personal property and debris and to pay taxes, assessments, liens, acquisition of other parties' outstanding interests in the Property, abstracting, recording fees and other costs incidental to the conveyance by Seller of marketable title to the Subrecipient.
- B. Seller acknowledges that this voluntary acquisition is made pursuant of a program funded by the Federal Emergency Management Agency (FEMA). In order to prevent the duplication of Federal assistance made to flood disaster victims, FEMA requires that certain types of assistance received by Seller for flood-related damage be deducted from the Purchase Price.
- C. The Subrecipient, and the property owner, must identify any potential DOB. FEMA will deduct other available benefits from the purchase offer. Some examples when DOB may occur in a property acquisition and structure demolition or relocation project include the following:
 - The Subrecipient offers full pre-event market value but the property owner has received insurance, loans, repair grants, compensation in compliance with a court order, or other assistance available to them to help address damages to the structure regardless of

whether such benefits were sought or received. This is because payment of full pre-event market value compensates the owner for the loss of value that has occurred;

- The Subrecipient offers full-pre-event value, but legal claims are appropriate or legal obligations arise in connection to the property that may provide a benefit to the property owner. Parties involved in pending legal disputes must take reasonable steps to recover benefits available to them; and
- Relocated tenants receive relocation assistance and rental assistance but have received payments for the same purpose as part of the disaster assistance provided by any agency or payments from any source. Any acquisition-related assistance provided to tenants must be reduced accordingly. However, tenant-related DOB deductions do not affect amounts available to the property owner.

D. Pursuant to the FEMA requirements, the following shall be deducted from the Purchase Price: (Not Applicable when applicants are offering current FMV)

- an amount equal to all flood insurance proceeds received by the Seller after January 26, 2017

Prior to the Closing date, Seller shall provide all information requested by the Subrecipient relating to FEMA, flood insurance, and SBA assistance received by the Seller for flood-related damage. At Closing, the Subrecipient shall prepare and deliver to Seller, a document setting forth the deductions from the Purchase Price required by FEMA.

12.

INSURANCE: Seller agrees to maintain and keep in force and affect all existing property and liability insurance until the Closing Date.

13.

MAINTENANCE OF THE PROPERTY: The Seller agrees that the Property shall be preserved in its present condition, and Seller shall deliver it intact at the time possession to the Subrecipient is given. All risk of loss or damage to the Property is on Seller until the Subrecipient takes possession. Prior to possession by the Subrecipient, Seller agrees to promptly give written notice to the Subrecipient of any loss or damage to the Property. In the event of loss, damage or destruction of all or part of the Property, the Subrecipient shall have the option to terminate this Agreement effective immediately. However, in the case of loss, damage or destruction of all or part of the property from causes covered by insurance, the Subrecipient shall have the option to either (1) take possession of the Property and accept an assignment of all Seller’s right, title and interest in and to any claims Seller has under the insurance policies covering the Property: or (2) terminate this Agreement.

14.

UTILITIES: The Seller shall be responsible for payment of all utility expenses incurred by it or incurred by any other occupants prior to the Closing Date.

15.

TAXES: Seller shall pay a pro-rata share of taxes on the Property (real and personal) for the year of Closing, and all unpaid taxes for prior years. To determine the pro-rata share of taxes for the current year, payable in the next year, the following procedure shall be used:

- A. The annual tax payment shown on the most recent tax figure for the Property shall be divided by 12 to determine the amount of tax owed for each month.
- B. The total number of months in the current year shall be determined and multiplied by the monthly amount of tax owed. That figure shall be the portion of taxes to be paid by the Seller on the pro-rata basis.
- C. When the Closing Date is on or before the 15th of a month, no taxes will be due for that month. When the Closing Date is after the 15th of the month, a full month's taxes shall be due for that month and shall be added to the Seller's pro-rata share.

16.

TIME IS OF THE ESSENCE: Time is of the essence in this agreement.

17.

LEASES: Seller represents and warrants to the Subrecipient that there are no leases, tenancies, or other rights of occupancy for use of any portion of the Property. The foregoing representation and warranty shall survive Closing Date. Seller shall hold harmless and indemnify the Subrecipient from and against any claims which may arise or be based upon any alleged leasehold interest, tenancy or other right of occupancy or use for any portion of the Property.

18.

APPROVAL OF COURT: If the Property is an asset of any estate, trust or guardianship, this document shall be subject to Court approval prior to payment of Purchase Price, unless declared unnecessary by the Subrecipient. If Court approval is necessary, the appropriate fiduciary shall proceed promptly and diligently to bring the matter to hearing for issuance of a deed.

19.

ENVIRONMENTAL ASSURANCES:

- A. Environmental Representations and Warranties: For the purposes of this Contract, the terms “hazardous substance” shall include every material, waste, contaminant, chemical, toxic pollutant or other substance listed or described in any of the following sources, as amended: (I) the Resource Conservation and Recovery Act of 1976 (RCRA); the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA) as amended by the Superfund Amendments and Reauthorization Act of 1986 (SARA); (iii) any other federal, state, or local statute or ordinance which defines “hazardous waste” or “hazardous substance”, or similar terms, and which could create liability in the Subrecipient; and (iv) any federal, state, or local regulations, rules or orders issued or promulgated under or pursuant to any of the foregoing or otherwise by any department, agency or other administrative, regulatory or judicial body having Subrecipient over the Property. Without limiting the foregoing, the terms “hazardous waste” and “hazardous substance” shall also include all substances or materials containing asbestos, PCBs, or hydrocarbons.

The Seller hereby represents and warrants to the Subrecipient that:

- (1) There are no abandoned wells, agricultural drainage wells, solid waste disposal sites, or underground storage tanks located in, on, or about the Property;
- (2) There is not currently and has never been any hazardous waste stored, generated, treated, transported, installed, dumped, handled, or placed in, on, or about the Property;
- (3) At no time have any Federal or State hazardous waste cleanup funds been expended with respect to any of the Property;
- (4) There has never been any solid waste disposal site or underground storage tank located in, on, or about the Property, nor has there been any release from any underground storage tank on real property contiguous to the Property which has resulted in any hazardous substance coming in contact with the Property;
- (5) The Seller has not received any directive, citation, notice, letter, or other communication, whether written or oral, from the Environmental Protection Agency, the Georgia Department of Natural Resources, any other governmental agency with authority under any environmental laws of the federal, state, or local government, or any other person or entity regarding the release, disposal, discharge, or presence of any hazardous waste on the Property, or any violation of any such environmental laws;
- (6) To the best of Seller’s knowledge and good faith inquiry, neither the Property, nor any real property contiguous to the Property, nor any predecessors in title to the Property, are in violation of or subject to any existing, pending or threatened investigation or inquiry by any governmental authority or to any removal or remedial obligations under any environmental laws of the federal, state, or local government.

The foregoing representations and warranties, and the Environmental Indemnifications set forth in the following subparagraph B shall survive the Closing Date. In addition, the foregoing representations and warranties and the indemnification provisions in this Contract shall not be affected by any study, investigation or inspection of the Property by the Subrecipient, or any agent of the Subrecipient.

- B. Environmental Indemnification: The Seller agrees to indemnify and hold harmless the Subrecipient from and against any and all claims, demands, fines, penalties, causes of action, losses, damages, liabilities, expenses, and costs (including court costs and reasonable attorney’s fees--which may include the value of services provided by the Subrecipient’s attorney incurred by the Subrecipient to enforce this provision) asserted against or incurred by the Subrecipient by reason of or arising out of the breach of any representation or warranty of the Seller set forth above.

- C. Additional Environmental Provisions: The Seller shall not store, generate, treat, transport, install, dump, handle, or place in, on, or about any portion of the Property any hazardous waste or hazardous substance. If the Seller receives any notice from any governmental authority or any other party regarding the release or presence of any hazardous waste or hazardous substance on any portion of the Property, the Seller shall immediately notify the Subrecipient of such fact. In addition, the Subrecipient or its agents shall have the right to enter upon the Property at any time to perform additional environmental studies. If at any time the Subrecipient in its sole and unreviewable discretion determines that hazardous wastes or hazardous substances are present on any portion of the Property, the Subrecipient may terminate this Contract immediately.

20.

CONTRACT BINDING ON SUCCESSORS IN INTEREST: This document shall apply to and bind the heirs, executors, administrators, partners, assigns, and successors in interest of the respective parties.

21.

PARAGRAPH HEADINGS: The paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this document.

22.

NO BROKERS: Each party hereto represents that no real estate broker commission shall be due on the conveyance of the Property in this Contract.

23.

VOLUNTARY TRANSACTION: The Seller, as owner of the Property acknowledges that the Subrecipient has entered this Contract for purchase of the Property pursuant to the Subrecipient’s Voluntary Acquisition Program, and that the Seller’s acceptance of the terms of this Contract is voluntary. Seller is under no duress or coercive action by the Subrecipient to accept the terms of this Contract, and the Subrecipient will not pursue acquisition of the Property by eminent domain or other means if the Seller declines to sell the Property under the Voluntary Acquisition Program. Seller further acknowledges that upon the Closing Date, it will be necessary to move permanently from the Property.

24.

COUNCIL/COMMISSION APPROVAL: This Contract is subject to approval of the Subrecipient governing body, and shall become binding and enforceable against the Subrecipient only after approval by the Subrecipient’s governing body.

25.

EXHIBITS: Exhibit “1” (Bill of Sale); Exhibit “2” (Subrecipient’s Right to Enter and Inspect and Notice of Intent to Take Soil Boring and Ground Water Sample); Exhibit “3” (Certificate of Removal of Personal Property and Debris); Exhibit “4” (Disclosure and Certification of Flood Assistance); Exhibit “5” (Property Inventory).

26.

SEVERABILITY: Any part or provision of this Contract held invalid will be severed from the Contract, without affecting the validity of any other provisions or the entire Contract.

IN WITNESS WHEREOF, this the ____ day of _____, 20__, the parties hereto agree to the terms contained herein.

Seller

Seller

Grantee Official

Witness my hand and official seal this ____ day of _____, 20__.

Notary Public
My commission expires on: _____

EXHIBIT “H”
Contract for Sale of Real Property

DOUGHERTY COUNTY
Voluntary Acquisition Program

THIS AGREEMENT made and entered into the _____ day of **June, 2023**, by and between and **Lische Crawford-Smith**, herein designated as “Seller,” and DOUGHERTY COUNTY, Georgia, WITNESSETH:

WHEREAS, the Seller is the owner of certain real property being described as follows:

[Legal Description]

AND WHEREAS, DOUGHERTY COUNTY, a local government of the State of Georgia (hereinafter referred to as the "Subrecipient"), acting pursuant to its legal authority in administering its GEMA/HS Hazard Mitigation Grant Program project, wishes to purchase the above-described real property (hereinafter referred to as “Property”).

NOW THEREFORE, for and in consideration of the covenants and obligations contained herein, the parties agree as follows:

1.

AGREEMENT TO SELL. The Seller agrees to sell the Property to the Subrecipient, together with the entire Seller’s right, title, and interest in all Fixtures, Buildings, and Improvements located on the above-described real property, and under any easement and servitude for the benefit of the Seller, free and clear of all liens, encumbrances, reservations, exceptions, and modifications.

2.

PURCHASE PRICE: The Subrecipient agrees to purchase all the Seller’s right, title, and interest in the Property for the sum of **\$238,800**, payable on the Closing Date, which sum shall be reduced by any amounts paid by the Subrecipient on behalf of the Seller for the purposes set forth in paragraph 11A, and shall be reduced by any amounts for required FEMA deductions as set forth in paragraph 11B. The Seller shall receive no other compensation from the Subrecipient for all of Seller’s right, title, and interest in the Property.

3.

TITLE: The Subrecipient shall cause to be prepared, at its expense, an Opinion of Title for the Property, continued to a date subsequent to the date of this Contract. The Opinion of Title shall show merchantable title in Seller, subject only to Permitted Exceptions in Paragraph 5. In the event that title curative work is necessary, such work shall be performed by the Subrecipient’s title examiner, or an attorney of the Subrecipient’s choosing. The Seller shall pay all costs required to perfect its title to the Property prior to Closing, or costs of title curative work shall be deducted from the Purchase Price of the Property at Closing.

4.

DEED: On _____, or other date as shall be mutually agreed upon by Seller and the Jurisdiction hereinafter referred to as the “Closing Date”, the Seller shall have completed its obligations under Paragraph 8, and the Seller shall execute to the Subrecipient a General Warranty Deed for Property, in recordable form, conveying fee simple title to the Property to the Subrecipient, subject only to Permitted Exceptions in Paragraph 5. The Seller shall further deliver to the Subrecipient a bill of sale for any personal property included in the sale.

5.

PERMITTED EXCEPTIONS: The Seller agrees to convey good, clear, and marketable title to the Property, subject only to the following “Permitted Exceptions”:

- 1. Zoning and building laws and ordinances;
- 2. Subject to prior approval of governing body, covenants, restrictions, reservations, and easements of record.

6.

FIXTURES AND PERSONAL PROPERTY: For the purposes of this document, Fixtures include all personal property that integrally belongs to or is part of the above-described real estate, whether attached or detached, such as light fixtures (including fluorescent tubes), shades, rods, blinds, Venetian blinds, awnings, storm windows, storm doors, storm sashes, screens, attached linoleum, plumbing fixtures, water heaters, water softeners, automatic heating equipment, air conditioning or other equipment other than window type, door chimes, built-in items and electrical service cable, fencing, gates and other attached fixtures, trees, bushes, shrubs, and plants.

7.

POSSESSION: On and after the Closing Date, the Subrecipient shall be entitled to immediate possession of the Property and to receipt of all rents and profits from the Property due thereafter.

8.

INSPECTION OF THE PROPERTY: The Subrecipient, at its expense, shall have the right to conduct such investigations, inspections, and inventories of the Property at reasonable times upon reasonable notice, oral or written, from time to time after the date of the making of this Contract for the purposes of investigating, inspecting, and performing inventories of the Property and for other purposes consistent with the Subrecipient's interest under this Contract.

9.

REMOVAL OF PERSONAL PROPERTY AND DEBRIS: Prior to the Closing Date, Seller at its own expense shall remove all personal property, equipment and debris from the Property, including but not limited to vehicles, vehicle parts, appliances, storage containers, household cleaners and solvents, construction materials, firewood, etc. In the event Seller fails to remove any such personal property, equipment, and debris prior to the Closing Date, the Subrecipient may use a portion of the Purchase Price to satisfy Seller's obligations under this paragraph.

10.

NO HOLDOVER PERIOD FOR OCCUPANTS: Seller shall ensure that it and all other current occupants vacate the Property prior to the Closing Date.

11.

APPLICATION OF PURCHASE PRICE, DEDUCTIONS, FOR FLOOD ASSISTANCE RECEIVED.

- A. Prior to disbursing payment to the Seller, the Subrecipient may use a portion of the Purchase Price to satisfy the Seller's obligations under this document to remove personal property and debris and to pay taxes, assessments, liens, acquisition of other parties' outstanding interests in the Property, abstracting, recording fees and other costs incidental to the conveyance by Seller of marketable title to the Subrecipient.
- B. Seller acknowledges that this voluntary acquisition is made pursuant of a program funded by the Federal Emergency Management Agency (FEMA). In order to prevent the duplication of Federal assistance made to flood disaster victims, FEMA requires that certain types of assistance received by Seller for flood-related damage be deducted from the Purchase Price.
- C. The Subrecipient, and the property owner, must identify any potential DOB. FEMA will deduct other available benefits from the purchase offer. Some examples when DOB may occur in a property acquisition and structure demolition, or relocation project include the following:
 - The Subrecipient offers full pre-event market value, but the property owner has received insurance, loans, repair grants, compensation in compliance with a court order, or other assistance available to them to help address damages to the structure regardless

of whether such benefits were sought or received. This is because payment of full pre-event market value compensates the owner for the loss of value that has occurred.

- The Subrecipient offers full-pre-event value, but legal claims are appropriate or legal obligations arise in connection to the property that may provide a benefit to the property owner. Parties involved in pending legal disputes must take reasonable steps to recover benefits available to them; and
- Relocated tenants receive relocation assistance and rental assistance but have received payments for the same purpose as part of the disaster assistance provided by any agency or payments from any source. Any acquisition-related assistance provided to tenants must be reduced accordingly. However, tenant-related DOB deductions do not affect amounts available to the property owner.

D. Pursuant to the FEMA requirements, the following shall be deducted from the Purchase Price: (Not Applicable when applicants are offering current FMV)

- an amount equal to all flood insurance proceeds received by the Seller after January 26, 2017

Prior to the Closing date, Seller shall provide all information requested by the Subrecipient relating to FEMA, flood insurance, and SBA assistance received by the Seller for flood-related damage. At Closing, the Subrecipient shall prepare and deliver to Seller, a document setting forth the deductions from the Purchase Price required by FEMA.

12.

INSURANCE: Seller agrees to maintain and keep in force and affect all existing property and liability insurance until the Closing Date.

13.

MAINTENANCE OF THE PROPERTY: The Seller agrees that the Property shall be preserved in its present condition, and Seller shall deliver it intact at the time possession to the Subrecipient is given. All risk of loss or damage to the Property is on Seller until the Subrecipient takes possession. Prior to possession by the Subrecipient, Seller agrees to promptly give written notice to the Subrecipient of any loss or damage to the Property. In the event of loss, damage or destruction of all or part of the Property, the Subrecipient shall have the option to terminate this Agreement effective immediately. However, in the case of loss, damage or destruction of all or part of the property from causes covered by insurance, the Subrecipient shall have the option to either (1) take possession of the Property and accept an assignment of all Seller's right, title and interest in and to any claims Seller has under the insurance policies covering the Property: or (2) terminate this Agreement.

14.

UTILITIES: The Seller shall be responsible for payment of all utility expenses incurred by it or incurred by any other occupants prior to the Closing Date.

15.

TAXES: Seller shall pay a pro-rata share of taxes on the Property (real and personal) for the year of Closing, and all unpaid taxes for prior years. To determine the pro-rata share of taxes for the current year, payable in the next year, the following procedure shall be used:

- A. The annual tax payment shown on the most recent tax figure for the Property shall be divided by 12 to determine the amount of tax owed for each month.
- B. The total number of months in the current year shall be determined and multiplied by the monthly amount of tax owed. That figure shall be the portion of taxes to be paid by the Seller on the pro-rata basis.
- C. When the Closing Date is on or before the 15th of a month, no taxes will be due for that month. When the Closing Date is after the 15th of the month, a full month's taxes shall be due for that month and shall be added to the Seller's pro-rata share.

16.

TIME IS OF THE ESSENCE: Time is of the essence in this agreement.

17.

LEASES: Seller represents and warrants to the Subrecipient that there are no leases, tenancies, or other rights of occupancy for use of any portion of the Property. The foregoing representation and warranty shall survive Closing Date. Seller shall hold harmless and indemnify the Subrecipient from and against any claims which may arise or be based upon any alleged leasehold interest, tenancy or other right of occupancy or use for any portion of the Property.

18.

APPROVAL OF COURT: If the Property is an asset of any estate, trust or guardianship, this document shall be subject to Court approval prior to payment of Purchase Price, unless declared unnecessary by the Subrecipient. If Court approval is necessary, the appropriate fiduciary shall proceed promptly and diligently to bring the matter to hearing for issuance of a deed.

19.

ENVIRONMENTAL ASSURANCES:

A. Environmental Representations and Warranties: For the purposes of this Contract, the terms “hazardous substance” shall include every material, waste, contaminant, chemical, toxic pollutant or other substance listed or described in any of the following sources, as amended: (I) the Resource Conservation and Recovery Act of 1976 (RCRA); the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA) as amended by the Superfund Amendments and Reauthorization Act of 1986 (SARA); (iii) any other federal, state, or local statute or ordinance which defines “hazardous waste” or “hazardous substance”, or similar terms, and which could create liability in the Subrecipient; and (iv) any federal, state, or local regulations, rules or orders issued or promulgated under or pursuant to any of the foregoing or otherwise by any department, agency or other administrative, regulatory or judicial body having Subrecipient over the Property. Without limiting the foregoing, the terms “hazardous waste” and “hazardous substance” shall also include all substances or materials containing asbestos, PCBs, or hydrocarbons.

The Seller hereby represents and warrants to the Subrecipient that:

- (1) There are no abandoned wells, agricultural drainage wells, solid waste disposal sites, or underground storage tanks located in, on, or about the Property;
- (2) There is not currently and has never been any hazardous waste stored, generated, treated, transported, installed, dumped, handled, or placed in, on, or about the Property;
- (3) At no time have any Federal or State hazardous waste cleanup funds been expended with respect to any of the Property;
- (4) There has never been any solid waste disposal site or underground storage tank located in, on, or about the Property, nor has there been any release from any underground storage tank on real property contiguous to the Property which has resulted in any hazardous substance coming in contact with the Property;
- (5) The Seller has not received any directive, citation, notice, letter, or other communication, whether written or oral, from the Environmental Protection Agency, the Georgia Department of Natural Resources, any other governmental agency with authority under any environmental laws of the federal, state, or local government, or any other person or entity regarding the release, disposal, discharge, or presence of any hazardous waste on the Property, or any violation of any such environmental laws;
- (6) To the best of Seller’s knowledge and good faith inquiry, neither the Property, nor any real property contiguous to the Property, nor any predecessors in title to the Property, are in violation of or subject to any existing, pending or threatened investigation or inquiry by any governmental authority or to any removal or remedial obligations under any environmental laws of the federal, state, or local government.

The foregoing representations and warranties, and the Environmental Indemnifications set forth in the following subparagraph B shall survive the Closing Date. In addition, the foregoing representations and warranties and the indemnification provisions in this Contract shall not be affected by any study, investigation or inspection of the Property by the Subrecipient, or any agent of the Subrecipient.

- B. Environmental Indemnification: The Seller agrees to indemnify and hold harmless the Subrecipient from and against any and all claims, demands, fines, penalties, causes of action, losses, damages, liabilities, expenses, and costs (including court costs and reasonable attorney’s fees--which may include the value of services provided by the Subrecipient’s attorney incurred by the Subrecipient to enforce this provision) asserted against or incurred by the Subrecipient by reason of or arising out of the breach of any representation or warranty of the Seller set forth above.

- C. Additional Environmental Provisions: The Seller shall not store, generate, treat, transport, install, dump, handle, or place in, on, or about any portion of the Property any hazardous waste or hazardous substance. If the Seller receives any notice from any governmental authority or any other party regarding the release or presence of any hazardous waste or hazardous substance on any portion of the Property, the Seller shall immediately notify the Subrecipient of such fact. In addition, the Subrecipient or its agents shall have the right to enter upon the Property at any time to perform additional environmental studies. If at any time the Subrecipient in its sole and unreviewable discretion determines that hazardous wastes or hazardous substances are present on any portion of the Property, the Subrecipient may terminate this Contract immediately.

20.

CONTRACT BINDING ON SUCCESSORS IN INTEREST: This document shall apply to and bind the heirs, executors, administrators, partners, assigns, and successors in interest of the respective parties.

21.

PARAGRAPH HEADINGS: The paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this document.

22.

NO BROKERS: Each party hereto represents that no real estate broker commission shall be due on the conveyance of the Property in this Contract.

23.

VOLUNTARY TRANSACTION: The Seller, as owner of the Property acknowledges that the Subrecipient has entered this Contract for purchase of the Property pursuant to the Subrecipient’s Voluntary Acquisition Program, and that the Seller’s acceptance of the terms of this Contract is voluntary. Seller is under no duress or coercive action by the Subrecipient to accept the terms of this Contract, and the Subrecipient will not pursue acquisition of the Property by eminent domain or other means if the Seller declines to sell the Property under the Voluntary Acquisition Program. Seller further acknowledges that upon the Closing Date, it will be necessary to move permanently from the Property.

24.

COUNCIL/COMMISSION APPROVAL: This Contract is subject to approval of the Subrecipient governing body, and shall become binding and enforceable against the Subrecipient only after approval by the Subrecipient’s governing body.

25.

EXHIBITS: Exhibit “1” (Bill of Sale); Exhibit “2” (Subrecipient’s Right to Enter and Inspect and Notice of Intent to Take Soil Boring and Ground Water Sample); Exhibit “3” (Certificate of Removal of Personal Property and Debris); Exhibit “4” (Disclosure and Certification of Flood Assistance); Exhibit “5” (Property Inventory).

26.

SEVERABILITY: Any part or provision of this Contract held invalid will be severed from the Contract, without affecting the validity of any other provisions or the entire Contract.

IN WITNESS WHEREOF, this the ____ day of _____, 20__, the parties hereto agree to the terms contained herein.

Seller

Seller

Grantee Official

Witness my hand and official seal this ____ day of _____, 20__.

Notary Public
My commission expires on: _____

Dougherty County, GA
FY24 Proposed Budgets
 Additions after Finance Committee Approved FY24 Proposed Budgets
 GENERAL FUND
 6/26/2023

FY24 Changes in Budget Requests

	Original Proposed Budget	Department Original Request	Description	Increase (Decrease)	Totals After Adjustments
General Fund Proposed Budget to Finance Committee	66,892,096				
Expenditures					
Jail FY24 Budget Request		18,727,804			
		2,301,649	Medical Services Contract	686,174	2,987,823
Total for FY24 Jail Budget after Increase					19,413,978
Emergency Management		31,499	Shared Services with City of Albany	9,763	41,262
Sheriff - E911 After Hour Calls		25,068	Shared Services with City of Albany	377	25,445
EMS - E-911 Services		2,447	Shared Services with City of Albany	46,643	49,090
Fire Protection		1,760,173	Shared Services with City of Albany	10,372	1,770,545
SWAT		12,191	Shared Services with City of Albany	(9,299)	2,892
311 System		30,000	Shared Services with City of Albany	(12,019)	17,981
Total General Fund Exp. Budget after Adjustments				732,011	67,624,107
REVENUES					
Gen Fund Proposed Rev Budget to Finance Committee	66,892,096				
Tax & Tag Collections		350,000	Shared Services with City of Albany	6,187	356,187
ADDU		35,000	Shared Services with City of Albany	58,927	93,927
Total Gen Fund Revenues after Adjustments					
Fund Balance Use Budget as of 6/26/2023		5,912,534	Fund Balance Use Budget as of 6/26/2023	666,897	6,579,431
Total General Fund Revenes Budget after Adjustments				-	67,624,107

Dougherty County, GA
FY24 Proposed Budgets
 Additions after Finance Committee Approved FY24 Proposed Budgets
 GENERAL FUND - CIP Budget
 6/26/2023

FY24 Changes in Budget Requests

	Original Proposed Budget	Department Original Request	Description	Increase (Decrease)	Totals After Adjustments
GF CIP Proposed Expend. Budget to Finance Committee	237,928				
Expenditures					
Library		-	Computers	25,000	25,000
Total GF CIP Expenditures Budget after Adjustments					262,928
REVENUES					
Gen Fund Proposed CIP Rev Budget to Finance Committee	237,928				
Fund Balance Use Budget as of 6/26/2023		197,928	Fund Balance Use Budget as of 6/26/2023	25,000	222,928
Total GF CIP Revenes Budget after Adjustments				-	262,928

Dougherty County, GA
FY24 Proposed Budgets
Additions after Finance Committee Approved FY24 Proposed Budgets
SPECIAL SERVICES DISTRICT
6/26/2023

FY24 Changes in Budget Requests

	Original Proposed Budget	Department Original Request	Description	Increase (Decrease)	Totals After Adjustments
Special Serv District Proposed Budget to Finance Committee	9,848,536				
Expenditures					
Code Enforcement - Operating Budget		111,643	Shared Services with City of Albany	10,329	121,972
Code Enforcement - Administrative Costs		14,765	Shared Services with City of Albany	872	15,637
DCP - E911 Services		60,231	Shared Services with City of Albany	43,338	103,569
Fire Protection		3,301,719	Shared Services with City of Albany	(13,563)	3,288,156
Planning & Development		332,833	Shared Services with City of Albany	(6,283)	326,550
Total Special Services District Expenditures Budget after Adjustments				34,693	9,883,229
REVENUES					
SSD Proposed Rev Budget to Finance Committee	9,848,536				
Fund Balance Use Budget as of 6/26/2023		986,690	Fund Balance Use Budget as of 6/26/2023	34,693	1,021,383
Total Special Services District Revenues Budget after Adjustments					9,883,229

Dougherty County, Georgia
Proposed Budgets
Fiscal Year 2023/24

Item 9k.

	<u>Amended FY 2022/23</u>	<u>Proposed FY 2023/24</u>	<u>% of Change</u>
General Fund			
M & O	58,981,694	67,624,107	14.7%
CIP	182,650	262,928	44.0%
Alternate Dispute Resolution	122,850	90,000	-26.7%
Special Services District Fund	8,991,928	9,883,229	9.9%
Solid Waste Enterprise Fund			
M & O	4,011,669	4,266,826	6.4%
Capital Outlay	2,188,000	3,070,000	40.3%
Confiscated Funds	551,400	510,400	-7.4%
DHS Building Fund			
M & O	173,858	204,454	17.6%
CIP	240,400	580,000	141.3%
Lease-Commercial Fund	124,400	54,550	-56.1%
Grants Fund	4,996,740	2,440,786	-51.2%
Law Library Fund	294,630	316,025	7.3%
DATE FUND	79,335	57,000	-28.2%
ARPA	10,556,966	1,769,504	-83.2%
Opioid Epidemic Litigation		129,110	NEW
Total for all Budgets	<u>\$ 91,496,520</u>	<u>\$ 91,258,919</u>	<u>-0.3%</u>