



REGULAR MEETING

April 19, 2021
10:00 AM

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

AGENDA

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

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

1. Call to meeting to order by Chairman Christopher Cohilas.
2. Roll Call.
3. Invocation.
4. Pledge of Allegiance.
5. Minutes.
 - a. Consider for action the Minutes of the March 15th Regular Meeting and March 29th Work Session. **ACTION:**
6. Delegations (*The Commission will hear comments on those items pertaining to Dougherty County for which a public hearing has not been held or scheduled. Please be brief, to the point, and considerate of time for others.*)
 - a. William Ashberry, Chairman of the Board of Tax Assessors present to recognize Chief Appraiser, George Anderson, for 31 years of service as a Dougherty County employee and introduce Joseph McPherson as the successor for the Chief Appraiser position. Mr. Ashberry and Chairman Cohilas will present a plaque to Mr. Anderson.
 - b. Tax Director Shonna Josey present to discuss the homestead exemption for the elderly.
 - c. Sheriff Kevin Sproul, present to discuss the Albany-Dougherty Youth Unit with the Commission.

- d. James Morgan, County Extension Coordinator, present to update the Commission with the Quarterly Report.
7. Additional Business.
- a. Consider for action the recommendation from the Recreation Committee to accept the proposed location of Tift Park for the Albany Tennis Center. **ACTION:**
 - b. Consider for action the Resolution providing for the acceptance and execution of the agreement by the County Administrator to hire EMC Engineering (Leesburg, GA) for engineering services of the tennis center as recommended by the Recreation Committee in the amount of \$120,140 and funding is available in SPLOST V. **ACTION:**
 - c. Consider for action the recommendation to approve the Alcohol Application Transfer of Ownership for VV Trading LLC, Venkateshwar Guntuka licensee, dba VV Food Mart, at 4324 Radium Springs Rd for Beer and Wine Package. The Albany-Dougherty Marshal's Office recommends approval. **ACTION:**
 - d. Consider for action the recommendation to approve the Alcohol Application Transfer of Ownership for Bagain LLC, Ayaz Ahmad licensee, dba Stop N Shop, at 2201 Liberty Expressway SE for Beer, Package. The Albany-Dougherty Marshal's Office recommends approval. **ACTION:**
 - e. Consider for action the recommendation from Human Resources to accept the 2021 Georgia County Internship Program (GCIP) Grant from the ACCG Georgia Civic Affairs Foundation in the amount of \$2,607.60. The grant will provide a summer internship for the CDBG Disaster Recovery Program. **ACTION:**
 - f. Consider for action the Resolution providing for the acceptance and execution of the renewal of the Intergovernmental Support Agreement with the Marine Corp Logistics Base (MCLB) to provide canal maintenance. **ACTION:**
 - g. Consider for action the recommendation from Juvenile Court to apply for a Criminal Justice Incentive Grant Program in the amount of \$450,000 for Functional Family Therapy use. This is a 100% grant with no local match. Judge Ingrid Driskell is present to address. **ACTION:**
 - h. Consider for action the recommendation of the Government Affairs Committee that current plans continue for the county morgue ensuring to the degree possible that sufficient land is available at or near the selected site for the addition of a functional forensic science lab to be developed at some future date in partnership with Albany State University. Further, it is recommended that the Governmental Affairs Committee continue to work with Albany State University to assist where possible in development of the lab. **ACTION:**
8. Updates from the County Administrator.

9. Updates from the County Attorney.
10. Updates from the County Commission.
11. Adjourn.

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

DOUGHERTY COUNTY COMMISSION

DRAFT

REGULAR MEETING MINUTES

March 15, 2021

The Dougherty County Commission met in Room 100 of the Albany-Dougherty Government Center on March 15, 2021. Chairman Christopher Cohilas presided. Commissioners present were Victor Edwards, Russell Gray, and Ed Newsome. Commissioners Gloria Gaines and Anthony Jones participated via the audio-conferencing feature. Also present were County Administrator Michael McCoy, County Attorney Spencer Lee, County Clerk Jawahn Ware, and other staff. The public and representatives of the media participated in person and via live streaming of the meeting on the County's Facebook page and the government public access channel. Commissioner Clinton Johnson and Assistant County Administrator Scott Addison were absent.

After the invocation and Pledge of Allegiance, the Chairman called for approval of the February 15th Regular Meeting, February 22nd Work Session, and February 22nd Special Called Meeting minutes.

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

The Chairman recognized Chief Kenneth Johnson to recognize Corporal Calvin Hodge as the Officer of the Year and the Traffic Citation Officer of the Year; Senior Clerk Dispatcher Venise Haskins as Support Staff of Year; Officer Donald Eubanks as High Shooter "Top Gun" of Year; and update the Commission with the 2020 Annual Report for the Dougherty County Police Department. Chief Johnson honored Lieutenant Rouse for his services. It has been 10 years since his death. Chief Johnson mentioned that there are 12 current vacancies, the revenue generated from citations was \$142,984.02 and there is a total of 16 registered neighborhood watches in the community.

The Chairman recognized Sheriff Kevin Sproul to recognize Sergeant Deborah Platt, Employee of the Year for the Jail, and Deputy Eddie Jackson, as Employee of the Year for the Sheriff's Office and update the Commission with the 2020 Annual Report. Sheriff Sproul stated that court proceedings and interventions with other statistics decreased due to the pandemic. He stressed the critical need for personnel with the current amount of vacancies at 55 individuals. He mentioned that it is hard to recruit and retain employees and would appreciate any consideration the Commission could provide to assist.

The Chairman opened the Public Hearing on The Estate of Donald W. & Lovella Terry, owner, and Lynn Marie Montgerard, applicant; request to rezone 3.0 acres from AG (Agricultural District)

to R-G (Single-Family Residential District County Only). The property address is 928 Gaissert Rd. The Planning Commission recommended approval. Mary Teter, Planning Manager, addressed. There being no additional individuals present in support for or opposition to the rezoning request, the Chairman closed the public hearing.

The Chairman called for the consideration of the resolution providing for the execution and acceptance of the proposal in the amount of \$74,512 from Yielding, Wakeford & McGee Architects (Albany, GA) to provide professional architectural and engineering services. The services will provide for the development of the design plans and construction oversight for the Radium Springs Master Plan – Phase I Improvements, as recommended by the Recreation Committee. Funding is available in SPLOST V.

Commissioner Gray moved for approval. Upon a second by Commissioner Newsome, the motion for approval passed unanimously. Resolution 21-010 is entitled:

A RESOLUTION
ENTITLED

A RESOLUTION PROVIDING FOR THE ACCEPTANCE AND EXECUTION OF A PROPOSAL IN THE AMOUNT OF \$74,512.00 FROM YIELDING, WAKEFORD AND MCGHEE ARCHITECTS TO PROVIDE PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES AND DEVELOP CONSTRUCTION PLANS FOR THE RADIUM SPRINGS MASTER PLAN – PHASE I IMPROVEMENTS; REPEALING RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT HEREWITH; AND FOR OTHER PURPOSES.

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

Commissioner Gray moved for approval. Upon a second by Commissioner Jones, the motion for approval passed unanimously. Resolution 21-011 is entitled:

A RESOLUTION
ENTITLED

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

The Chairman called for the consideration of the resolution declaring one 2009 Peterbilt Low-Boy Tractor as surplus and authorizing an Intergovernmental Transfer of the same in the sale amount of \$25,000 to the Worth County Board of Commissioners.

Commissioner Gray moved for approval. Upon a second by Commissioner Edwards, the motion for approval passed unanimously. Resolution 21-012 is entitled:

A RESOLUTION
ENTITLED

A RESOLUTION PROVIDING FOR DECLARING SURPLUS A COUNTY OWNED 2009 PETERBILT LOW-BOY TRACTOR AND AUTHORIZING THE SALE OF SAID TRACTOR IN AN INTERGOVERNMENTAL TRANSFER TO THE WORTH COUNTY BOARD OF COMMISSIONERS FOR THE SUM OF \$25,000.00; REPEALING RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT HEREWITH; AND FOR OTHER PURPOSES.

The Chairman called for the consideration of the proposed board appointments. County Clerk Jawahn Ware addressed.

Upon nomination by Commissioner Gray, the recommendation from County Administrator Michael McCoy for Jim Pace to replace Robert Middleton was unanimously accepted for a two-year unexpired term ending July 31, 2022.

The recommendation for Wayne Shaw to replace J. Bruce Gunnels Williams was for a three-year unexpired term ending December 31, 2021, which was presented before the Commission. Commissioner Johnson moved for approval. Upon a second by Commissioner Gray, the appointment and resolution were accepted unanimously. Resolution 21-013 is entitled:

A RESOLUTION
ENTITLED

A RESOLUTION PROVIDING FOR THE APPOINTMENT OF A MEMBER TO POST 4 OF THE DOUGHERTY COUNTY BOARD OF TAX ASSESSORS FOR THE UNEXPIRED TERM CREATED BY THE RESIGNATION OF THE INCUMBENT, J. BRUCE GUNNELS; REPEALING RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT HEREWITH; AND FOR OTHER PURPOSES.

The Chairman called for the consideration of the resolution providing for the acceptance and execution of the proposed Intergovernmental License Agreement between the Board of Regents of the University System of Georgia and Dougherty County relative to the ASU to Downtown Albany multi-use Flint River Trail project improve the area.

Commissioner Jones moved for approval. Upon a second by Commissioner Gray, the motion for approval passed unanimously. Resolution 21-014 is entitled:

A RESOLUTION
ENTITLED

A RESOLUTION PROVIDING FOR THE APPROVAL AND EXECUTION OF AN INTERGOVERNMENTAL LICENSE AGREEMENT BETWEEN THE BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA AND THE BOARD OF COMMISSIONERS OF DOUGHERTY COUNTY, GEORGIA PROVIDING FOR THE PLANNING, DESIGNING, CONSTRUCTING AND OPERATING OF THE ASU TO DOWNTOWN CONNECTOR SEGMENT OF THE FLINT RIVER TRAILS GREENWAY SYSTEM; REPEALING RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT HEREWITH; AND FOR OTHER PURPOSES.

The Chairman called for the consideration of the resolution for use of the Dougherty County Nuisance Abatement Resolution No 02-034 to address one purported dilapidated structure located at 2229 Duitman Drive, Albany, Georgia.

Commissioner Jones moved for approval. Upon a second by Commissioner Edwards, the motion for approval passed unanimously. Resolution 21-015 is entitled:

A RESOLUTION
ENTITLED

A RESOLUTION PROVIDING FOR INVESTIGATION AND/OR INSPECTION BY THE PUBLIC OFFICER AS DESIGNATED UNDER DOUGHERTY COUNTY NUISANCE ABATEMENT RESOLUTION NUMBER 02-034 AND/OR HIS OR HER DESIGNEE AND PROVIDING FOR THE ENFORCEMENT OF THE DOUGHERTY COUNTY NUISANCE ABATEMENT RESOLUTION RELATIVE TO CERTAIN REAL PROPERTY LOCATED IN THE UNINCORPORATED AREA OF DOUGHERTY COUNTY; REPEALING RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT HEREWITH; AND FOR OTHER PURPOSES.

The Chairman called for the consideration from Superior Court to apply for the FY 2022 Accountability Court Funding Program reimbursement grant from the Criminal Justice Coordinating Council agency in the amount of \$278,000 for the mental health treatment of ASPIRE participants. There is a 10% local match required and will be provided from the DATE (Drug Abuse Treatment Education) Fund. Superior Court Judge Victoria Darrisaw and Substance Abuse Coordinator Patricia Griffin addressed.

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

The Chairman called for the consideration of the resolution providing for the acceptance and execution of the Georgia Defense Community Economic Development Fund Program Memorandum of Understanding between Dougherty County, the City of Albany, and Albany Technical College. This grant is a partnership between the entities and will provide career and technical education to military personnel and their spouses who are transitioning out of service.

Dougherty County will be required to provide a match in the amount of \$15,000. The Commission approved the Work Source grant application in the May 6, 2019, Regular Meeting. The new grant amount is \$59,900. County Administrator Michael McCoy addressed.

Commissioner Newsome moved for approval. Upon a second by Commissioner Jones, the motion for approval passed unanimously. Resolution 21-016 is entitled:

A RESOLUTION
ENTITLED
A RESOLUTION PROVIDING FOR THE APPROVAL AND
EXECUTION OF A MEMORANDUM OF UNDERSTANDING
BETWEEN DOUGHERTY COUNTY, THE CITY OF ALBANY AND
THE ALBANY TECHNICAL COLLEGE APPROVING THE FILING
AND RECEIVING OF A GRANT FROM THE GEORGIA DEFENSE
COMMUNITY ECONOMIC DEVELOPMENT FUND PROGRAM
FOR THE PURPOSE OF ESTABLISHING AN INTERNSHIP
PROGRAM; REPEALING RESOLUTIONS OR PARTS OF
RESOLUTIONS IN CONFLICT HEREWITH; AND FOR OTHER
PURPOSES.

The Chairman called for approval of the zoning consideration for The Estate of Donald W. & Lovella Terry, owner, and Lynn Marie Montgerard, applicant; request to rezone 3.0 acres from AG (Agricultural District) to R-G (Single-Family Residential District County Only). The property address is 928 Gaissert Rd. The Planning Commission recommended approval.

Commissioner Jones moved for approval. Upon a second by Commissioner Gray, the motion passed unanimously. The Zoning Resolution is as follows:

A RESOLUTION
ENTITLED
A RESOLUTION AMENDING THE ZONING REGULATIONS
AND MAP OF THE UNINCORPORATED AREA OF
DOUGHERTY COUNTY, GEORGIA (RESOLUTION NO. 212,
AS AMENDED) SO AS TO CHANGE THE STATUS OF THE
PROPERTY HEREINAFTER DESCRIBED.

BE IT RESOLVED by the Board of Commissioners of Dougherty County, Georgia, and IT IS HEREBY RESOLVED by authority of same:

SECTION I: That from and after the passage of this Resolution, the official Zoning Regulations and Map of the unincorporated area of Dougherty County, adopted December 1, 1969, as amended, be, and the same are hereinafter described as follows:

CHANGE FROM: A-G (Agricultural District)

TO: R-G (Single- Family Residential District County Only)

OWNER/APPLICANT: Estate of Donald W. & Lovella Terry/Lynn Marie
Montgerard

LOCATION: 928 Gaissert Road

ESTATE OF DONALD W. & LOVELLA TERRY

All that tract or parcel of land lying in or being in Land Lot 70 of the First Land District of Dougherty County, Georgia and being more particularly described as follows:

To find the point of beginning, commence at a 3/4" rebar located at the Northeast corner of said Land Lot 70; THENCE South 01 degrees 43 minutes 59 seconds East for a distance of 726.82 feet along the East line of said Land Lot 70 to a 5/8" rebar located on the South right of way of Landfill Road (a 80' wide right of way); THENCE South 01 degrees 44 minutes 10 seconds East for a distance of 1965.54 feet along the East line of said Land Lot 70 to a 1/2" rebar; THENCE South 40 degrees 24 minutes 26 seconds West for a distance of 190.61 feet to a 5/8" rebar located at the POINT OF BEGINNING of the following described tract of land:

THENCE South 40 degrees 24 minutes 26 seconds West for a distance of 246.30 feet to a 1/2" rebar located on the Northeast right of way of Gaissert Road (a 80' wide right of way); THENCE North 49 degrees 27 minutes 45 seconds West for a distance of 513.46 feet along the Northeast right of way of Gaissert Road to a 5/8" rebar; THENCE North 41 degrees 51 minutes 26 seconds East for a distance of 330.68 feet to a 5/8" rebar; THENCE South 14 degrees 26 minutes 55 seconds East for a distance of 148.44 feet to a 5/8" rebar; THENCE South 49 degrees 35 minutes 33 seconds East for a distance of 383.71 feet to the POINT OF BEGINNING.

Together with and subject to covenants, easements, and restrictions of record said property contains 3.000 acres more or less all according to a Rezoning survey for The Estate of Donald W. & Lovella Terry prepared by Larry Burnsed, Georgia Registered Land Surveyor No. 2634 on the Date of February 9, 2021, and said plat is incorporated herein by this express reference thereto.

SECTION III: That all resolutions or parts of resolutions in conflict herewith be and the same hereby are repealed.

CHAIRMAN

ATTEST:

CLERK

APPROVED: March 15, 2021

There being no further business to come before the Commission, the meeting adjourned at 10:45 a.m.

CHAIRMAN

ATTEST:

COUNTY CLERK

DOUGHERTY COUNTY COMMISSION
WORK SESSION MEETING MINUTES

DRAFT

March 29, 2021

The Dougherty County Commission met in Room 100 of the Albany-Dougherty Government Center on March 29, 2021. Chairman Christopher Cohilas presided and called the meeting to order at 10:00 am. Present [in the Chamber] were Commissioners Victor Edwards, Russell Gray, Clinton Johnson, and Ed Newsome. Commissioners Gloria Gaines and Anthony Jones participated via the audio-conferencing feature. Also participating in the Chamber were County Administrator Michael McCoy, Assistant County Administrator Scott Addison, County Attorney Spencer Lee, County Clerk Jawahn Ware, and other staff. The public and representatives of the media participated in person, via live streaming of the meeting on the County's Facebook page and the government public access channel.

The Chairman asked the Commission to review the minutes of the March 1st Regular Meeting and March 8th Work Session. In consideration of the length of the agenda, Chairman Cohilas asked individuals to keep their presentation to 10 minutes.

The Chairman recognized Henry Mathis who requested to speak and share historical action taken on how the City of Albany, Dougherty County and Albany State University (ASU) could collaborate for the crime lab. Dr. Okafor, representative of ASU, presented information on the crime lab, degree program and future projects at ASU. Other representatives at ASU were present. District Attorney Greg Edwards spoke in support of ASU having a crime lab to help facilitate work in SWGA. Commissioner Edwards shared that he wanted a presentation made so when the morgue is built, the facility will have ability for expansion. He did not want the building land locked to stop future opportunities. Attorney Lee suggested that a formal request come from the DA's office and the Commission could better address during the budget process. After a lengthy ensued, Chairman Cohilas referred the subject to Governmental Affairs Committee to explore a potential partnership with ASU, the GBI and others. He asked that Mr. McCoy and staff provide an update on the morgue issue and potential land acquisition in a high-level format within 60 days.

The Chairman recognized EMS Director Sam Allen to update the Commission with the 2020 Annual Report. During discussion, the Board made suggestions for additional effectiveness and efficiency; (i.e. the possibility to cross train staff as firefighters and provide other revenue generating opportunities for non-emergent care).

The Chairman recognized Paul Forgey, Director of Planning & Development Services to update the Commission with the 2020 Albany-Dougherty Land Bank Annual Report. Since June 2020, the Land Bank returned over \$121,000 in the tax revenue.

The Chairman recognized Georgia Collier-Bolling, Director of Disaster Recovery & Grant Programs to provide an update on disaster grants and programs. To date, there has been

\$9,716,796.92 requested with the local share amount of \$1,214,723.71; for outstanding grant funds \$707,039.08 has been requested with \$73,954.62 as the local share amount. Mr. McCoy shared information to clarify the Chairman's concerns and he and Ms. Collier-Bolling will provide additional information to the Chairman. Commissioner Gray left the meeting at 11:32 a.m.

The Chairman recognized Paul Murray to discuss concerns about a community home located at 410 Poinciana Avenue. Chairman Cohilas requested a presentation from Code Enforcement on the number of community homes in the unincorporated areas within 30 days and asked Mr. McCoy to coordinate the efforts. On behalf of Code Enforcement, Chairman Cohilas asked Paul Forgey to connect Mr. Murray to Code Enforcement regarding his concerns. Chief Kenneth Johnson addressed previous calls received and Chairman Cohilas asked him to speak to the business regarding being good community neighbors; [to ideally rectify the concerns].

The Chairman called for a discussion of the recommendation to purchase 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. Two bidders submitted bids with the highest being \$64,534. Funding is budgeted in SPLOST V – Storm Drainage Improvements/Equipment. Assistant County Administrator Scott Addison addressed. Public Works Director Larry Cook and City of Albany Buyer Tina Strassenberg were present. Mr. Addison said that this was a standard replacement.

The Chairman called for a discussion of the recommendation to accept the bid from the lowest responsive and responsible bidder Reeves Construction, Inc. (Albany, GA) to perform Street Resurfacing and Full Depth Reclamation in the amount of \$2,636,024.45 for the 2020 Resurfacing Project. Two bids were received with the highest bid being \$2,992,573.55. Funding is available in SPLOST VII 2020 Resurfacing (\$425,000), 2020 LMIG (\$435,823.69) and TSPLOST Road Resurfacing (\$2,000,000). Assistant County Administrator Scott Addison addressed. Public Works Director Larry Cook, Project Manager Jeremy Brown and City of Albany Central Services Buyer Kimberly Allen were present. Mr. Addison said that this was standard annual action for approximately 20 miles of improvements.

The Chairman called for a discussion of the recommendation to accept the bid from the lowest responsive and responsible bidder HTS Construction, Inc. (Albany, GA) to provide Rock Alley Improvements in the amount of \$186,808.08. Three bids were received with the highest bid being \$486,000. Funding is available in TSPLOST Road Resurfacing (\$480,000). Assistant County Administrator Scott Addison addressed. Public Works Director Larry Cook, Project Manager Jeremy Brown and City of Albany Central Services Buyer Kimberly Allen were present. Mr. Addison said that this was the first section of rock replacement being done.

The Chairman called for a discussion of the recommendation to contract with WJ Kirksey Construction, Albany, Georgia to provide renovation of the DOCO Facilities Management Building located at 219 N. Washington St. for a total expenditure of \$54,353. Three contractors submitted bids with the highest being \$116,992.09. Funding is budgeted in SPLOST VI for \$115,000. Assistant County Administrator Scott Addison addressed. Facilities Management

Director Heidi Minnick and City of Albany Buyer, Kimberly Allen were present. Mr. Addison said that we will contract electrical work separately to save money.

The Chairman called for a discussion of the recommendation to rescind the award made on November 2, 2020 to Smith-Built Buildings (Dawson, Ga) in the amount of \$23,879.49 to install an equipment shed at the Solid Waste Landfill. The vendor defaulted on the bid. Assistant County Administrator Scott Addison addressed. Solid Waste Director Campbell Smith was present. Mr. Addison said there was an increase in material, so the vendor was not able to honor the bid amount.

The Chairman called for a discussion of the recommendation to accept the quote to install an equipment shed at the Solid Waste Landfill from the next lowest responsive and responsible vendor meeting specifications that is available to complete the project, R&M Construction (Albany, Ga) in the amount of \$32,500. The initial vendor defaulted on the award made on November 2, 2020. Funding is budgeted in Solid Waste Capital Outlay for \$50,000. Assistant County Administrator Scott Addison addressed. Solid Waste Director Campbell Smith was present.

The Chairman called for a discussion of the recommendation to accept the bid from the lowest quoted vendor, Quality Painting Contractors (Albany, GA) in the amount of \$36,300 to upgrade the Horace King Overlook roof and deck and paint surrounding areas near Turtle Park. Two vendors submitted quotes with the highest being \$53,506. Funding is available in SPLOST VII. Assistant County Administrator Scott Addison addressed. Mr. Addison verbally provided a detailed scope of work.

The Chairman called for a discussion of a recommendation to approve the Alcohol Application from Pretoria Field Farms, LLC., Joe Harris Morgan III licensee, dba Pretoria Field Farm, at 5626 Walker Ducker Station Road for Beer, Brewers. The Albany-Dougherty Marshal's Office recommended approval. County Clerk Jawahn Ware addressed.

The Chairman called for a discussion of a recommendation to accept the proposed Ordinance allowing Dougherty County to be a broadband ready community. Paul Forgey, Director of Planning & Development Services and County Attorney Spencer Lee addressed.

The Chairman called for a discussion of a recommendation to take appropriate action to either demolish or bring up to Code one purported dilapidated structure located at 3422 Sweetbrier Road. County Attorney Spencer Lee addressed. Commissioner Edwards provided a picture of the property to the board.

County Administrator Michael McCoy reminded the Board of the upcoming ribbon cutting at Heath Park.

There being no further business to come before the Commission, the meeting adjourned at 12:22 p.m.

CHAIRMAN

ATTEST:

COUNTY CLERK

HOMESTEAD EXEMPTION FOR DOUGHERTY COUNTY

1

HOMESTEAD EXEMPTION APPLICANTS

The applicant must be a Georgia and County residence that actually occupy the home, and the home is considered their primary and legal residence. The qualified exemption amount is deducted from the 40% assessed value of the homestead property.

2

DESCRIPTION/QUALIFICATION

Code	Description/Qualification	County M&O	School M&O	City M&O
	Regular Homestead			
S1	The owner must live in the home and use as legal residence. No age or income restriction.	\$2,000	\$2,000	\$2,000

3

Elderly Tax Exemption

S3	School Tax: Age 62 and older. The net income of applicant and spouse is less than \$10,000 for the prior year. Income from retirement, pensions and disability income is excluded up to the maximum amount allowed \$75,552. The exemption amount is up to \$10,000. It applies to School Tax only including taxes levied to retire bonded indebtedness.	\$2,000	\$10,000	\$2,000
S4	Standard Elderly Tax: Age 65 and older. The net income of applicant & spouse is less than \$10,000 for the prior year. Income from retirement, pensions and disability income is excluded up to the maximum amount allowed \$75,552. The exemption amount is \$4,000. This exemption amount is applied to County and City taxes levied.	\$4,000	\$10,000	\$4,000

4

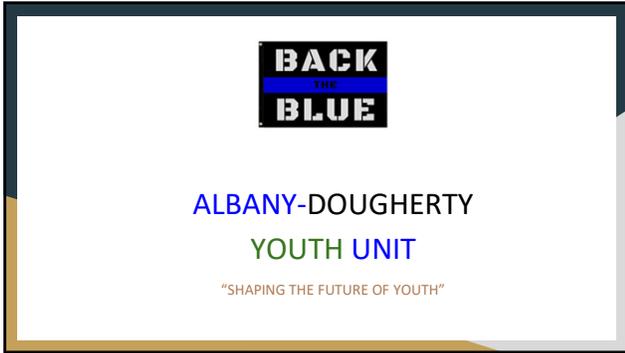
Code	Description/Qualification	County M&O	School M&O	City M&O
L1	Local City Exemption: Age 65 or older. \$2,000 exemption amount applies to The City of Albany taxes levied only . No income restriction.	N/A	N/A	\$4,000
		County M&O	School M&O	SS Dist.
SC	Age 65 Elderly Exemption: Age 65 and older; \$2,000 exemption amount applies to the Unincorporated (Special Services District) . No income restriction.	\$2,000	\$2,000	\$2,000

5

Code	Description/Qualification	County M&O	School M&O	City M&O
S5/SD	100% Disabled Veteran: 100% Disabled Veterans. Applicant must present VA paperwork showing 100% disabled award from Veterans Administration. The exempt amount equal to \$100,896 in 2021. But, it is adjusted annually by a certain index provided by the Department of Veterans Affairs.	\$100,896	\$100,896	\$100,896

The regular homestead exemption is included in elderly exemptions. Applications for homestead exemptions are taken year-round. However, the applicant must apply on or by **April 1** for the exemption credit to apply to the current year tax billing.

6



1

Leaders of Albany-Dougherty Law Enforcement Agencies saw the need to address the fight against youth violence in our communities. After brainstorming some ideas, they organize a unit (Albany-Dougherty Youth Unit) comprise of local sworn officers dedicated to pre-intervention and intervention education for the youths of Albany Dougherty County.

2

ALBANY-DOUGHERTY YOUTH UNIT MISSION

The mission of the Albany-Dougherty Youth Unit is to provide a safe, exceptional enrichment environment and offer leadership development opportunities to youth ages 8 to 18 in Albany/Dougherty County. We will offer youth an opportunity to create and mold their own unique experiences through our wide range of educational and leadership activities.

Our focus is on helping youth develop various aspects of their lives including, but not limited to: academics, athletics, social interaction, nutrition, life skills, the arts and community service.

3



The Albany-Dougherty Youth Unit will implement a local chapter of the Police Activities League (PAL) which will be called the Albany-Dougherty Sheriff's Activities League(ADSAL).

4

Albany-Dougherty Sheriff's Activities League Summer Camp

The Albany-Dougherty SAL Summer Component is an opportunity for ADYU Officers to continue bridge the gap with the youth during the time that students are not in school.



5

History

Summer Program that has been in operation since 1996 to assist the youth of Albany Dougherty County during the summer months. The Albany-Dougherty Youth Summer Camp Program is one of the most comprehensive youth programs in the South Georgia area. This Summer Program offers diversity of both education and recreation that will enrich and enhance the lives of the children participating in the program.

6

Cost of Summer Camp

Cost for Summer Camp \$ 18,075.00
Five Week Camp for 100 participants

7

Funding

With the City and County funding this camp, it will allow donated funds to be used for other ventures such as the Building Unity in the Community BBQ, National Night Out, Traveling Fall Festival, Thanksgiving Turkey Giveaway, Shop with the Sheriff and Chiefs, and Christmas Care Packages for Seniors, etc.

8

Albany-Dougherty Public Safety Cadets, Unit #1836



9



Cadets are taught the importance of physical fitness, leadership, chain of command, teamwork, and problem-solving. They learn to negotiate scenarios like traffic stops, building searches, domestic disturbances, and investigate mock crime scenes better than some academy recruits. All this happens before they are even old enough to drive a car in some cases.

10

Public Safety Cadets Cost

- Annual Unit Registration is \$20
- Individual Registration Fee is \$15



11

Albany-Dougherty Sheriff's Activities League Family Component

Because a healthy family life is so critical to a child's development, ADSAL will offer several sessions of family-strengthening training. It is designed to help families develop skills and strategies that will foster a healthier home environment.

12

ADSAL After School Program



ADSAL afterschool programs will serve children and youth of all ages, and encompass a broad range of focus areas including academic support, mentoring, youth development, arts, sports and recreation.

13

Operating Hours

Monday thru Friday

- After School Program: 2:30pm -5:00pm
- DCSS student breaks: 8:00am -5:00pm
- Summer Camp: 7:30am -5:00pm

14

FUTURE PLANS

15

The Albany-Dougherty Public Safety Complex Center will consist of...



16

CONFERENCE ROOM

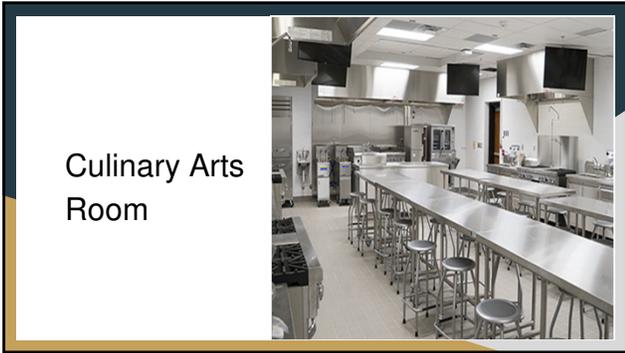


17

COMPUTER LAB



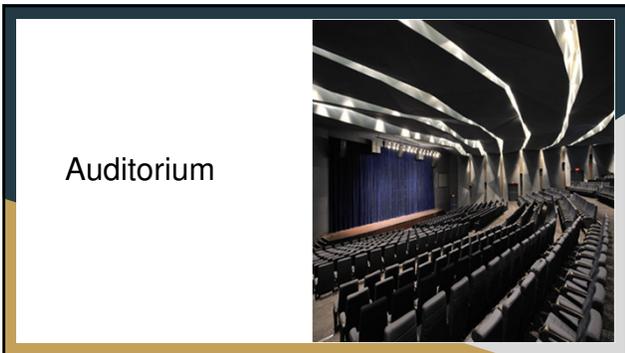
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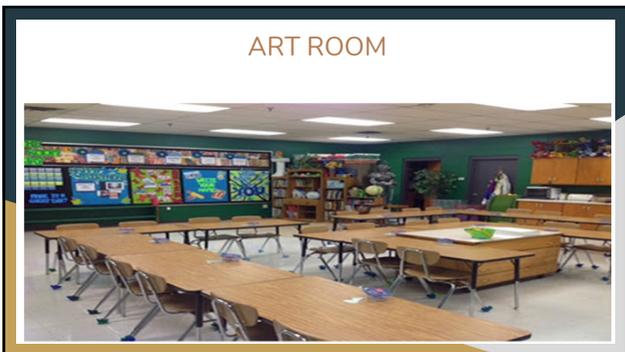
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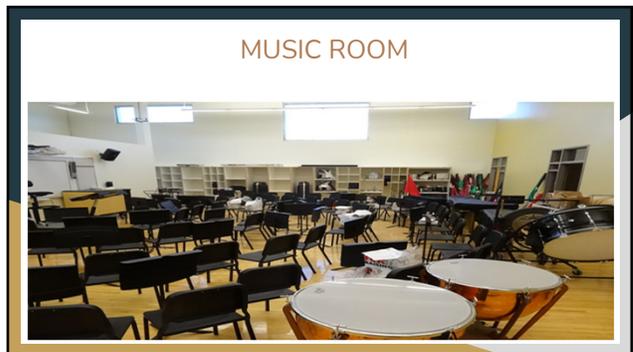
21



22



23



24

RECORDING ROOM



25

ADSAL GYM



26

TRACK/FOOTBALL/
LACROSSE



27

Active
Shooter
Simulators



28

Recreational
Room



29

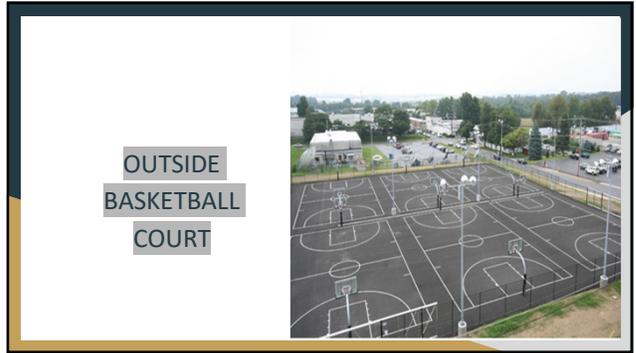
BASEBALL & SOFTBALL
FIELD



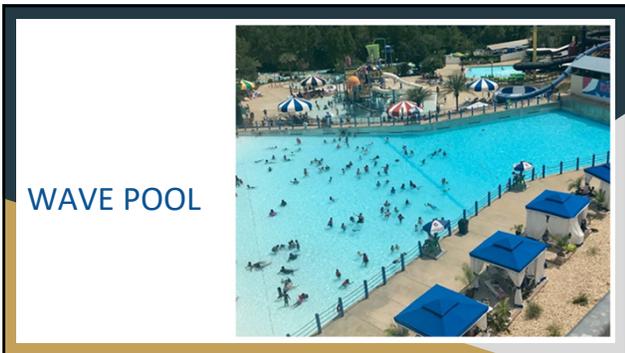
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31



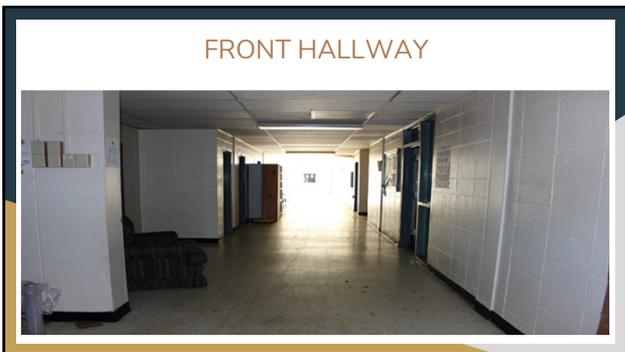
32



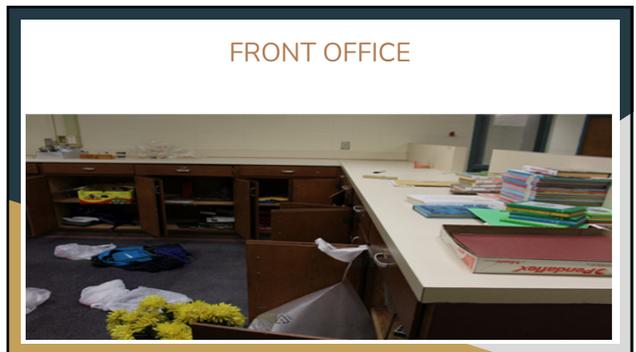
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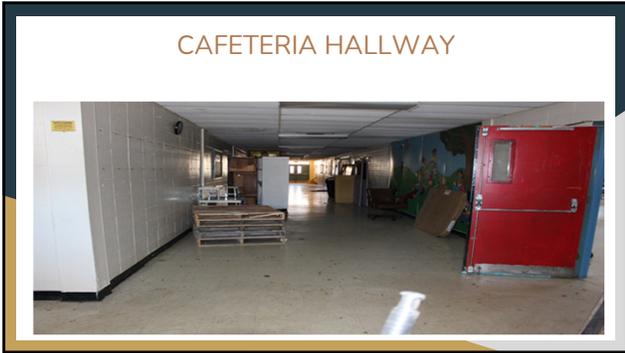
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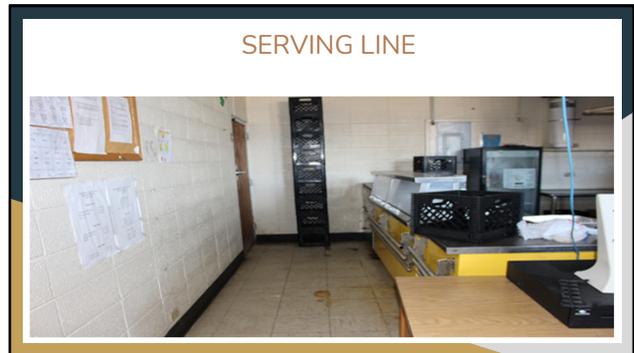
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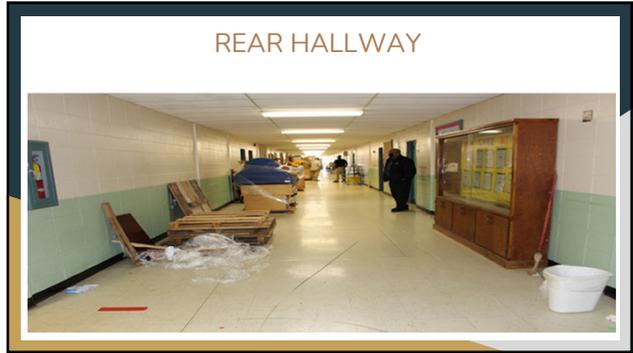


42



KITCHEN STORAGE

43



REAR HALLWAY

44



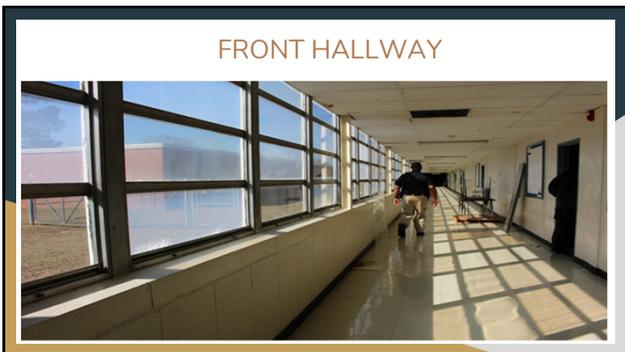
CLASSROOM REAR HALLWAY

45



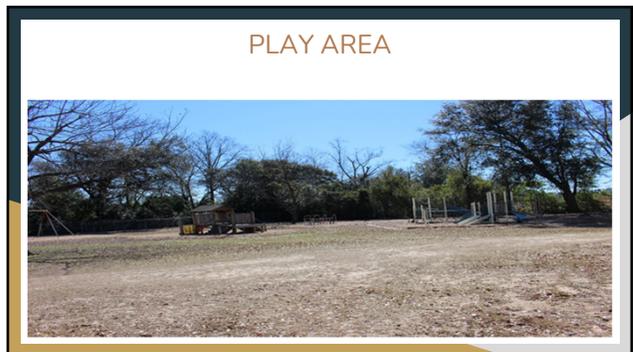
EAST BUILDING/FUTURE GYM

46



FRONT HALLWAY

47



PLAY AREA

48

FUTURE OUTSIDE BASKETBALL COURT



49

FUTURE FOOTBALL FIELD



50

Year Ten Plan

1. Utilize grants to finance the daily operations
2. Utilize youths to manage the daily operations
3. Provide scholarships to participants yearly

51

When We All Work Together



A.D.Y.U. will be building a better future by connecting kids, law enforcement and the community. A.D.Y.U. will facilitate a new dialogue with the next generation. We challenge presumptions and promote mentorship, and through this simple connection between real people, lives are changed. There are powerful results when we all work together.

52

RECENT EVENTS

Robert Harvey Elementary School
Honor Roll Celebration
"Super Hero"



Albany-Dougherty Youth Unit
Drive-Thru Easter Egg Extravaganza

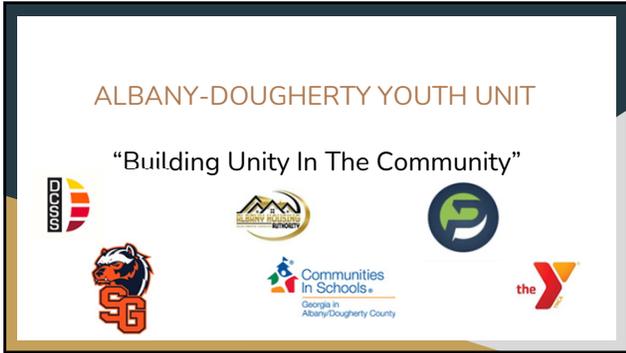


53

UPCOMING EVENTS

- In the process of registering youth for flag football
- A five week summer camp for elementary & middle school students
- Planning a Youth Day for June 12th

54



55



56

THE ALBANY-DOUGHERTY YOUTH UNIT



“PLANTING SEEDS FOR THE NEXT GENERATION”

Seeing a need to address the fight against youth violence in our community, the leaders of the Albany and Dougherty County law enforcement agencies organized the Albany-Dougherty Youth Unit, which is comprised of local sworn officers that are dedicated to pre-intervention and intervention education for the youth of Albany-Dougherty County.

MISSION STATEMENT

The mission of the Albany-Dougherty Youth Unit is to provide a safe, exceptional enrichment environment and offer leadership development opportunities to youth ages 8 to 18 in Albany/Dougherty County. We will offer youth an opportunity to create and mold their own unique experiences through our wide range of educational and leadership activities.

Our focus will be helping youth develop various aspects of their lives including, but not limited to: academics, athletics, social interaction, nutrition, life skills, the arts, and community service.

The Albany-Dougherty Youth Activities League Programs

Character Development/Education

After-School Enrichment

Career Development

Youth Leadership Development

Mentoring Program

Public Safety Cadets Program

Community Service

Athletics

Football/Basketball

Baseball/Softball

Kickball/Soccer

Track & Field

Lacrosse

A.D.Y.U. Afterschool Program

The A.D.Y.U. Afterschool Program serves children and youth of all ages, and will focus on the following: academic support, mentoring, youth development, arts, sports and recreation.

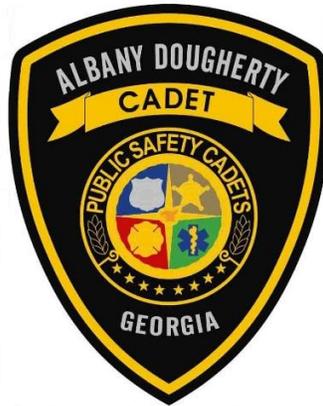
The goal of this program is to generate positive outcomes for youth including improved academic performance, classroom behavior, health, and nutrition.

Recognizing Individual Strengths & Expectations (R.I.S.E.)

Albany-Dougherty Youth Activities League Program will implement the Recognizing Individual Strengthens & Expectations (R.I.S.E.) Mentoring Program to all middle school students who are in need of assistance.

The R.I.S.E. Mentoring Program will mentor 20 third graders (males and females) from each elementary school once a week to provide guidance and leadership until they graduate high school.

Albany-Dougherty Public Safety Cadets Unit 1836



Cadets are taught the importance of physical fitness, leadership, chain of command, teamwork, and problem-solving. They learn to negotiate scenarios like traffic stops, building searches, domestic disturbances, and investigate mock crime scenes better than some academy recruits. All this happens before they are even old enough to drive a car in some cases.

When We All Work Together

A.D.Y.U. will be building a better future by connecting kids, law enforcement and the community. A.D.Y.U. will facilitate a new dialogue with the next generation. We challenge presumptions and promote mentorship, and through this simple connection, lives are changed. There are powerful results when we all work together.

2021 Albany-Dougherty Sheriff's Activities League (SAL) Summer Program

Camp Expense Sheet

Albany-Dougherty SAL Summer Program Operational Expenses

1. Athletic Equipment (Balls, Games, Toys) **\$2,500**
2. Camp Start-up Supplies (Office Supplies, Toiletry Items, etc.) **\$1,000.00**

Outings/ Field Trips

1. Skating Rink- (125 x \$10) **\$1,250.00**
2. Movie Theatre- Tickets, Drinks & Popcorn (125 x \$10) **\$1,250.00**
3. Rigsby Water Park in Warner Robins, Ga. (125 x \$23) **\$2,875.00**
4. Meals (lunch & dinner) - Approximately **\$1,000.00**

Friday Camp Meals

1. Friday, June 11th Pizza Party- **\$500.00**
2. Friday, June 25th- **\$500.00**
3. Friday, June 18th Balanced Meal (Chicken, Green Beans, Mashed Potatoes, Rolls & Drinks) - **\$800.00**
4. Friday, July 2nd End of Camp Party- **\$1,000.00**

Family Fun Night

Friday, June 4th- **\$1,000.00**

Afternoon Snacks

Assorted Snacks and Beverages (Weekly) $400.00 \times 4 =$ **\$1,600.00**

Transportation

Dougherty County Schools Bus Service- **\$1,000.00**

Camp T-shirts - **\$1,000.00**

Camp Water Bottles- **\$200.00**

Police Activities League (PAL) Membership- **\$600.00 per year**

Grand Total Operational Expenses: \$18, 075.00

**A RESOLUTION
ENTITLED
A RESOLUTION PROVIDING FOR THE APPROVAL AND EXECUTION OF AN AGREEMENT
BETWEEN DOUGHERTY COUNTY, GEORGIA AND EMC ENGINEERING SERVICES, INC. FOR THE
PURPOSE OF PROVIDING ENGINEERING SERVICES FOR THE CONSTRUCTION OF A TENNIS
CENTER IN THE AMOUNT OF \$120,140.00; REPEALING RESOLUTIONS OR PARTS OF
RESOLUTIONS IN CONFLICT HEREWITH; AND FOR OTHER PURPOSES.**

WHEREAS, the Board of Commissioners of Dougherty County, Georgia is hereby desirous of approving and executing an Agreement with EMC Engineering Services, Inc. for the purpose of providing engineering services for the construction of a Tennis Center in the amount of \$120,140.00.

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

SECTION I The attached Agreement between Dougherty County and EMC Engineering Services, Inc. providing for professional survey and engineering services for a proposed Tennis Center located at Tift Park in the total project amount of \$120,140.00 of the project amount. Both the County Administrator and the Chairman of the Board of Commissioners of Dougherty County are hereby authorized to execute said Agreement and any and all other documents necessary for full implementation of the project.

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

This the 19th day of April, 2021.

BOARD OF COMMISSIONERS OF
DOUGHERTY COUNTY, GEORGIA

BY: _____
Christopher S. Cohilas, Chairman

ATTEST:

County Clerk

1344 US Hwy 19 South
Suite A
Leesburg, GA 31763
Phone: (229) 435-6133
Fax: (229) 439-7979
www.emc-eng.com



Delivered Via-Email: jebrown@dougherty.ga.us

April 13, 2021

Jeremy Brown, P.E.
Dougherty County Public Works
2038 Newton Road
Albany, GA 31701

**RE: LETTER AGREEMENT FOR PROFESSIONAL SURVEY AND ENGINEERING SERVICES
FOR PROPOSED TENNIS CENTER AT TIFT PARK
DOUGHERTY COUNTY, ALBANY, GEORGIA**

Dear Mr. Brown:

EMC Engineering Services, Inc. (EMC) appreciates the opportunity to present this *Proposal/Agreement* for providing professional engineering and surveying services in connection with the referenced *Project*. The *Project* consists of tennis center with associated parking and infrastructure of the subject property located at Tift Park 1345 North Jefferson Street in Albany, Dougherty County, Georgia described above and in the attached **Exhibit "B" – Site Plan**. The tennis center includes twelve tennis courts, eleven hundred square club house, and associated parking. The center is divided into two zones with the tennis court being the North Zone and pickleball courts being in the South Zone.

Our *Basic Services* will include surveying, planning, geotechnical, site engineering, architectural, consulting, and construction phase services for the +/- 6.0 acres for Parcels #0000F/00014/01A, 01B, 01C, & 01E located at 1345 North Jefferson Street in Albany, Dougherty County, Georgia as further described in our **Exhibit "A", Scope of Basic Services**.

Payment for our *Basic Services* for North Zone (Tennis) will be a lump sum fee of **\$ 120,140.00**

COST ESTIMATE BREAKDOWN FOR EACH PHASE OF WORK:

♦ Survey Services	\$13,000.00
♦ Planning Services	\$ 5,000.00
♦ <i>Geotechnical Services</i>	\$ 4,990.00
♦ <i>Engineering Services</i>	\$ 33,600.00
♦ <i>Architectural Services</i>	\$ 38,250.00
♦ <i>Consulting Services</i>	\$ 14,000.00
♦ <i>Construction Phase Services</i>	\$ 10,500.00
♦ <i>Reimbursables</i>	\$ 800.00

EMC Engineering Services, Inc.

Albany ▪ Augusta ▪ Brunswick ▪ Columbus ▪ Greenville (SC) ▪ Savannah ▪ Statesboro ▪ Thomaston ▪ Valdosta ▪ Warner Robins

DoCo Public Works
 Tennis Center
 April 13, 2021
 Page 2

We will also furnish such *additional services* as you may request. *Additional services* will be documented by EMC and authorized by the *Client*. *Additional services* will be charged on an hourly rate basis in accordance with the attached *Hourly Rate Schedule*.

ADDITIONAL SERVICES WILL INCLUDE THE FOLLOWING:

- ♦ *Offsite construction (utility line extensions, pump stations, roadway extensions, etc.)*
- ♦ *Civil Engineering Services beyond what is called for in basic services*
- ♦ *Survey Services beyond what is called for in basic services*
- ♦ *Geotechnical Services beyond what is called for in basic services*
- ♦ *Environmental Services*
- ♦ *Construction Material Testing*
- ♦ *NPDES Monitoring Services*

Reimbursable expenses as listed below that incurred in connection with all *basic services* are included in lump sum cost. All application, regulatory and/or permit fees are the responsibility of the client/owner to pay. Any *additional services* will be charged on the basis of the actual cost plus 10%. We will bill you monthly for services.

REIMBURSABLE EXPENSES WILL INCLUDE THE FOLLOWING:

- ♦ *Overnight delivery costs*
- ♦ *Record drawings reproduction costs*
- ♦ *E-Filing*
- ♦ *In-house Printing & Reproduction costs*

The above financial arrangements are on the basis of prompt payment of our bills and the orderly and continuous progress of the *Project*.

Invoices for our services will be submitted monthly and payable within 30 days after date of invoice. Invoices for Basic Services performed under lump sum agreements will be on a percentage completion basis. Past Due invoices are subject to a service charge of 1½% per month. Unless EMC is notified in writing of any disputed charge within thirty (30) days of the invoice date, the *Client* agrees that the invoice is final and not subject to adjustment. Failure to make payments of any invoices over sixty (60) days past due will result in an immediate "*Stop Work*" action until the account is brought current, or special arrangements are made in writing. Past due accounts are also subject to further collection procedures, including the filing of a mechanics lien against the property.

We are prepared to begin our services promptly after receipt of your acceptance of this *Proposal/Agreement* and to complete our services in accordance with a mutually agreed upon schedule.

DoCo Public Works
Tennis Center
April 13, 2021
Page 3

This *Proposal*, attached *General Provisions* and *Hourly Rate Schedule* represent the entire understanding between you and us in respect of the *Project* and may only be modified in writing signed by both of us. If this satisfactorily sets forth your understanding of our agreement, we would appreciate your signing this letter in the space provided below and returning it to us, keeping a copy for your files.

Sincerely,

EMC ENGINEERING SERVICES, INC.

Prepared By: Brian H Braun
Brian H. Braun, PE
Branch Manager /Associate

Reviewed By: _____
Christopher E. Brazell, PE, PLS
Senior Vice President

ACCEPTED this 19 day of April, 2021

DOUGHERTY COUNTY

By: _____
Name: Michael A. McCoy
Title: County Administrator

Attachments: Exhibit "A" – Scope of Basic Services
Exhibit "B" – Site Plan
Accounting Form
General Provisions

Exhibit "A" – Scope of Basic Services

1. SURVEY SERVICES:

- Preparation of a boundary, topographic, and existing conditions survey with above ground marked utilities of the project site as necessary to prepare construction-working drawings.
- On-site existing utilities to be located and marked by third party private utility locate company, and shown on the survey.
- Off-Site (R/W) existing utilities will be shown as best can be determined from above-ground observations, contacting utility protection center and record drawings furnished to the surveyor. No excavations will be performed by Surveyor to determine the location of under-ground utilities. EMC cannot guarantee that all under-ground utilities will be shown.
- Preparation of forms, documents, and anticipated filings required in the course of survey, plats, legal descriptions, and easements approvals from local and/or state government agencies.

2. PLANNING SERVICES:

- Preparation of a conceptual site plan based upon *Client's* input and *Consultant's* experience with governmental regulations. Based upon the conceptual site plan approved by the *Client*, the *Consultant* shall prepare a general development plan for submittal to the governmental regulatory agencies.
- Once submitted and approved by the *Client* and regulatory agencies, this general development plan becomes the basis for the construction working drawings. Substantial changes to this development plan following this approval process will constitute additional services.
- Preparation of preliminary site development report.
- Conference and meeting for attendance at pre-application conference and meeting with owner/developer, Architect, and USTA.

3. GEOTECHNICAL INVESTIGATION:

- The investigation shall be performed utilizing a truck mounted drill rig and Standard Penetration Testing to depths required to determine bearing criterion, classification of subsurface materials & preparation of a Report of Findings. Geotech recommends a total of two (2) 15-foot SPT borings to be placed within potential building pad area, six (6) ten-foot SPT boring within the tennis court area, four (4) 5-foot SPT borings placed within the parking/drive areas, percolation tests for detention areas and laboratory analysis of collected samples to determine moisture, gradation and compactability.

4. ENGINEERING SERVICES:

- Preparation of the following site construction working drawings based upon the approved preliminary site plan.

ESTIMATED LIST OF DRAWINGS:

- ◆ Cover
- ◆ General Notes and Legend/Typical Section
- ◆ Existing Condition / Demolition Plan
- ◆ Site Plan (including dimensions)
- ◆ Utility Plan (water & sewer)
- ◆ Paving, Grading and Drainage plan
- ◆ Hydro Plan
- ◆ Three Phase Erosion Sediment & Pollution Control Plan
- ◆ Drainage/Sewer Profiles (As Needed)
- ◆ Landscape Plan
- ◆ Construction Details
- ◆ GA DOT Access Plan

- Development of normal designs, calculations, computations, details and specifications required regulatory approval.
- Preparation of GA DOT Plans for Drive Encroachment Permit.
- Coordinate negotiations and preparation of anticipated filings required in the course of normal DOT Driveway applications.
- Preparation of landscape plan suitable for bidding that satisfies the requirements of the local Tree and Landscape Ordinance.
- Plan will indicate the layout of all proposed bed lines and plant materials, and will include identification, quantity, size, spacing and planting details.
- Submittal of site development plans to relevant local and state review agencies. Includes addressing comments received on plans through approval for all normal relevant site development plan approvals.

5. ARCHITECTURAL SERVICES:

- Preparation of Architectural drawings (including MEP and structural engineer) for building approximately 1,125 square feet.
- Includes Tennis Court lighting design and plan.
- Resolution of RFI's during procurement.
- Pi-Tech, Inc (Structural) and AH&P (MEP)
- During Construction: 2 site visits per month for an estimated six-month construction schedule, address RFI's, review submittals
- General consulting correspondences and coordination with owner/developer, USTA, engineer, and government agencies.

6. CONSULTING SERVICES:

- Preparation of forms, documents, and anticipated filings required in the course of permit approvals from local and/or state government agencies for surveying and engineering services. This includes meetings, negotiations, attendance at any hearings and/or public meetings.
- General consulting correspondences and coordination with owner/developer, USTA, Architect, and government agencies.
- Assist design team in preparation of necessary bid documentation.
- Attend Pre & Post bid meetings.
- Provide responses to bidder questions (RFI). Assist design team in bid evaluations.

7. CONSTRUCTION PHASE SERVICES: (Estimated six-month schedule)

- Conferences and meetings – attend meetings with Contractor, such as pre-construction conference, progress meetings, job conferences and other project construction related meetings.
- Preparation and issuance of Release for Construction (RFC) set of drawings.
- Respond to RFIs, shop drawing submittals, and other construction related questions as requested.
- NPDES 7 Day Inspection and documentation.
- Review and certify contractor payment application.
- Construction observation for an estimated six-month construction schedule; includes visits to the site to observe the Contractor's work for general compliance with the Contract documents (as needed).
- Project closeout documentation.



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

Application Fee \$50

Item 7c.

ALCOHOL LICENSE APPLICATION

Date of Application: March 23, 2021

New Applicant

Transfer of Ownership

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

Check Appropriate Block(s):

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

CORPORATION NAME: V V Trading LLC			
TRADE NAME OF BUSINESS: V V Food Mart			
BUSINESS ADDRESS: 4324 Radium Spring Rd.			BUSINESS PHONE: (2290 439-9693
CITY: Albany	STATE: Georgia	ZIP CODE: 31705	COUNTY IN WHICH BUSINESS IS LOCATED: Dougherty

MAILING ADDRESS IF DIFFERENT FROM BUSINESS ADDRESS

MAILING ADDRESS:	SAME AS ABOVE		
CITY:	STATE:	ZIP CODE NUMBER:	
THIS APPLICATION IS FILED BY:			
<input type="checkbox"/> SINGLE PROPRIETOR <input type="checkbox"/> PARTNERSHIP <input checked="" type="checkbox"/> CORPORATION (Documents Required) <input type="checkbox"/> PRIVATE CLUB (Documents Required)			

GENERAL INFORMATION LICENSEE

1. FULL NAME OF LICENSEE: Venkateshwar R. Guntuka			
ADDRESS OF LEGAL RESIDENCE: 6001 Thomaston Rd. Apt. 206			
CITY: Macon	STATE: Georgia	ZIP CODE: 31220	COUNTY OF RESIDENCE: Bibb
MOBILE PHONE: (205) 238-0578		EMAIL: venkanna.guntuka@gmail.com	AGE: 50
2. FULL NAME OF LICENSEE:			
ADDRESS OF LEGAL RESIDENCE:			
CITY:	STATE:	ZIP CODE:	COUNTY OF RESIDENCE:
MOBILE PHONE:		EMAIL:	AGE:

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

1429 Queenie Smith Rd. NE Conyers, Ga. 30012

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

Name: _____ Age: _____ Phone # _____

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

CERTIFICATION OF APPOINTMENT

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

Agent Signature _____ Date _____ Applicant Signature _____ Date _____

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

	Name	Address	Percentage
A	V V Trading LLC	6001 Thomaston Rd. Apt. 206 Macpn, Ga. 31220	100%
B	_____	_____	_____
C	_____	_____	_____

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

RK Patel Holdings LLC. 3559 Jaydee Ct. Lilburn, Ga. 30047 (404) 734-6272

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

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

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

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

YES ___ NO . If yes give date, location, and reasons.

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

If Yes, License Number: 22361 Last Year Licensed: 2021

Business Name: Family Pantry

Licensee: Manjulaben Dinesh Patel

Lic. No. DAR1-000001

Fee 750.00

ABC Date 4/15/2021

Accepted by: A.D. 

ADDITIONAL INFORMATION

Police calls over the last 12 months: (92) Building Checks (1) Miscellaneous

WORK SESSION DATE: April 12, 2021

REGULAR MEETING DATE: April 19, 2021

ZONING: C-7 DISTRICT: 6

Applicant(s) meet criteria: Yes No

Location meets criteria: Yes No

[Signature] 3/23/2021
Director/License Inspector Date

Recommendation: Approved Disapproved

[Signature] 4/6/21
Chief of Police/Designee Date

Remarks:

COPY OF ADVERTISEMENT
 Notice of Application for Sale of Beer & Wine License
 I, Venkateshwar Guntuk, trading as V V Food Mart, located at 4324 Radium Springs Rd, Albany, GA 31705, give notice that I will apply for consumption of Alcoholic beverages, Beer and Wine to be considered by the Dougherty County Commission at 10:00 am on April 19, 2021 at 222 Pine Ave., Room 100, Albany, GA.

County Clerk/Designee _____ Date _____

Approved Disapproved

COMMENTS:

9. TYPE OF BUSINESS: (Check One)

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

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

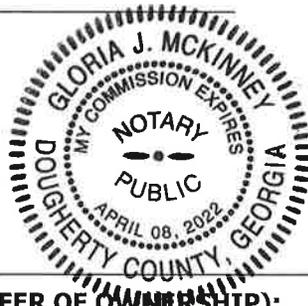
OATH

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

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

SIGNATURE OF APPLICANT(S):

1. 
2. _____



Sworn to and subscribed before me this 23rd day of March, 2021.
Gloria J. McKinney
 NOTARY PUBLIC

OFFICE USE ONLY

PROXIMITIES (LEAVE BLANK IF A TRANSFER OF OWNERSHIP):

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

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

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

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



Application Fee \$50

Item 7d.

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

ALCOHOL LICENSE APPLICATION

Date of Application: March 25, 2021

New Applicant

Transfer of Ownership

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

Check Appropriate Block(s):

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

CORPORATION NAME: <u>Bagain LLC.</u>			
TRADE NAME OF BUSINESS: <u>Stop N Shop</u>			
BUSINESS ADDRESS: <u>2201 Liberty Expressway SE</u>			BUSINESS PHONE: <u>(229) 439-7719</u>
CITY: <u>Albany</u>	STATE: <u>Georgia</u>	ZIP CODE: <u>31705</u>	COUNTY IN WHICH BUSINESS IS LOCATED: <u>Dougherty</u>

MAILING ADDRESS IF DIFFERENT FROM BUSINESS ADDRESS

MAILING ADDRESS: <u>SAME AS ABOVE</u>			
CITY:	STATE:	ZIP CODE NUMBER:	
THIS APPLICATION IS FILED BY:			
<input type="checkbox"/> SINGLE PROPRIETOR	<input type="checkbox"/> PARTNERSHIP	<input checked="" type="checkbox"/> COPORATION (Documents Required)	<input type="checkbox"/> PRIVATE CLUB (Documents Required)

GENERAL INFORMATION LICENSEE

1. FULL NAME OF LICENSEE: <u>Ayaz Ahmad</u>			
ADDRESS OF LEGAL RESIDENCE: <u>116 Flat Ridge Ct.</u>			
CITY: <u>Leesburg</u>	STATE: <u>Georgia</u>	ZIP CODE: <u>31763</u>	COUNTY OF RESIDENCE: <u>Lee</u>
MOBILE PHONE: <u>(224) 532-8897</u>		EMAIL: <u>ahsan2pk@hotmail.com</u>	AGE: <u>62</u>
2. FULL NAME OF LICENSEE:			
ADDRESS OF LEGAL RESIDENCE:			
CITY:	STATE:	ZIP CODE:	COUNTY OF RESIDENCE:
MOBILE PHONE:		EMAIL:	AGE:

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

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

Name: Abdul Aslam Age: 56 Phone # (229) 296-3630

Address: 404 Forest Glen Dr. City: Albany State: Georgia Zip: 31707

CERTIFICATION OF APPOINTMENT

I, Ayaz Ahmad the applicant of this alcohol application do hereby appoint the above agent who resides within the County of Dougherty, in the State of Georgia as my lawful and true manager/responsible person who conducts business for this establishment. This certification becomes a part of this application for the business known as Stop N Shop at 2201 Liberty Expressway SE.

[Signature]
Agent Signature

03-25-21
Date

[Signature]
Applicant Signature

03-25-21
Date

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

	Name	Address	Percentage
A	George Bagain	196 Wood Dr. Albany, Ga. 31701	33 1/3
B	Grace Bagain	3803 Eleanor Ct. Rolling Meadows IL.	33 1/3
C			

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

Sahi Corp 2201 Liberty Expressway SE Albany, Ga. 31705 (229) 439-7119

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

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

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

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

YES ___ NO . If yes give date, location, and reasons.

9. TYPE OF BUSINESS: (Check One)

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

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

OATH

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

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

SIGNATURE OF APPLICANT(S):

1. 
2. _____

Sworn to and subscribed before me this 25th day of March, 2021.


 NOTARY PUBLIC
 COUNTY GEORGIA

OFFICE USE ONLY

PROXIMITIES (LEAVE BLANK IF A TRANSFER OF OWNERSHIP):

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

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

C. Other Distances:

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

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

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

If Yes, License Number: 21150 Last Year Licensed: 2021

Business Name: Stop & Shop

Licensee: George Bagain

Lic.No. DA21-000003

Fee \$750.00

ABC Date 4/15/2021

Accepted by: A.D.

ADDITIONAL INFORMATION

Police calls over the last 12 months: (1) Damage to Property (1) False alarm (84) Building Checks (11) Miscellaneous

WORK SESSION DATE: April 12, 2021

REGULAR MEETING DATE: April 19, 2021

ZONING: C-2c MCS DISTRICT: 6 MCS

Applicant(s) meet criteria: Yes No

Location meets criteria: Yes No

[Signature]
Director/License Inspector
4/6/2021
Date

Recommendation: Approved Disapproved

D.K. Plungj
Chief of Police/Designee
4/6/21
Date

County Clerk/Designee _____ Date _____

Remarks:

Approved Disapproved

Notice of Application for Consumption of Alcoholic Beverages, Beer, Wine License.

I, Ayaz Ahmad trading as Stop N Shop, located at 2201 Liberty Expressway Albany, GA 31705, give notice that I will apply for consumption of Alcoholic beverages, Beer and Wine to be considered by the Dougherty County Commission at 10:00 am on April 19, 2021 at 222 Pine Ave., Room 100, Albany, GA.

COMMENTS:

ACCG Civic Affairs Foundation

GEORGIA COUNTY INTERNSHIP PROGRAM GRANT AGREEMENT

This AGREEMENT is made and entered into by and between the ASSOCIATION COUNTY COMMISSIONERS OF GEORGIA CIVIC AFFAIRS FOUNDATION, INC., (the “FOUNDATION”), having its principal office at 191 Peachtree Street, Suite 700, Atlanta, Georgia, 30303, and _____ County (“COUNTY”), having its principal office at _____. In exchange for valuable consideration, the parties agree as follows.

I. GENERAL TERMS.

A. Agreement Term:

This Agreement shall be effective as of the last date of execution by the parties. Pursuant to O.C.G.A. § 36-10-1, approval by the COUNTY’S governing authority and entry on the COUNTY’S minutes is necessary before the parties may execute. Evidence thereof shall be provided to the Foundation from the COUNTY Clerk’s Office as requested and incorporated into this Agreement.

B. Purpose of Agreement:

The FOUNDATION is providing grant funding through the Georgia County Internship Program pursuant to the grant award letter (“Grant Award Letter”) (**Exhibit A**) to reimburse certain costs to the COUNTY to employ interns to complete projects as described in the county grant application (“County Grant Application”) (**Exhibit B**) from May 1, 2021 until September 30, 2021. This Agreement provides the terms and conditions under which the COUNTY may receive reimbursement from the FOUNDATION.

II. REIMBURSEMENT TO COUNTY.

In exchange for the COUNTY hiring the intern(s) to perform projects as described in the approved County Grant Application and to learn about the operations of county government, the FOUNDATION shall provide reimbursement to the COUNTY as follows:

A. Use of Grant Funds.

1. Amount of Reimbursement

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- a. **Hourly Rate.** The FOUNDATION shall reimburse the COUNTY for the cost of wages at the rate of \$12.00 per hour for each hour worked up to 200 hours, for a maximum reimbursement of \$2,400.00 for wages per intern, per internship, unless the COUNTY has agreed to pay a percentage of the costs as described within the County Grant Application.

The COUNTY may pay the intern at a higher rate than \$12.00 per hour at its own expense as provided for in their approved County Grant Application or as established at a later time by the COUNTY. In either case, the COUNTY shall be responsible for payment for all the costs above the reimbursed hourly rate of \$12.00 per hour, including workers' compensation and FICA.

- b. **Workers' Compensation.** The FOUNDATION shall reimburse the COUNTY for a portion of the cost to cover the intern under the COUNTY'S workers' compensation plan in the Foundation's sole discretion up to a maximum reimbursement rate of up to \$24.00 per intern, per internship.
- c. **FICA.** The FOUNDATION shall reimburse the COUNTY for a portion of the cost of paying Federal Insurance Contributions Act (FICA) in the Foundation's sole discretion at a maximum reimbursement of up to \$183.60 per intern, per internship.
2. **Additional Compensation for Intern.** The COUNTY may pay the intern(s) in an amount greater than \$12.00 per hour or allow the intern(s) to work more than 200 hours during the grant period. However, the COUNTY will not be entitled to additional grant reimbursement for wages, workers' compensation, FICA or any other employment costs for the additional wages or hours.

III. Obligations of COUNTY:

- A. **Use of Grant Funds.** Grant reimbursement is limited to the actual amount of wages paid and approved employment costs for up to 200 hours of actual work performed by a qualified intern, from May 1, 2021 to September 30, 2021, for the Foundation approved internship project as described within the attached County Grant Application.
- B. **Compensation.** The COUNTY shall pay interns funded in whole or in part by this grant a minimum of \$12.00 per hour for each hour suffered or permitted to be worked by the intern.
- C. **Internship Requirements.** All interns must have on site supervision, be provided with work projects as provided in the approved County Grant Application submitted by the COUNTY and be afforded the opportunity to learn about the operations of county government.
- D. **Required Information: Proof of Payment of Intern and Reporting Requirements.** Upon completion of the internship, the COUNTY shall provide the following information

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to the **FOUNDATION**: (1) copy of the offer letter provided to the intern upon hire; (2) employment verification, including the E-Verify usage and acknowledgement form (E-Verify Usage and Acknowledgement Form”) (**Exhibit C**); (3) proof of payment for each payment period for every intern receiving funding through this Agreement; (4) signed and completed reimbursement form (“Reimbursement Form”) (**Exhibit D**); and (5) completed Intern Evaluation Form (**Exhibit E**). All required information shall be submitted by the COUNTY and received by the FOUNDATION by October 18, 2021 in order to be eligible to receive grant reimbursement.

- E. Hiring of Intern.** In order to be eligible to receive the reimbursement provided for in Paragraph A of Section II of this Agreement, the **COUNTY** must hire an intern who is an undergraduate student, graduate student, recent college graduate, or a high school student 16 years of age or older who is dually enrolled in a college program, as an employee to perform the projects as provided for in the approved County Grant Application. The **COUNTY** may not hire an intern as an independent contractor for reimbursement under this Agreement. The intern hired must be willing and agreeable to having certain information shared about them and their internship pursuant to this Agreement. The COUNTY must submit to the FOUNDATION no later than August 15, 2021:); intern consent form (“Intern Consent Form”)(**Exhibit F**); the intern information form (“Intern Information Form” (**Exhibit G**); and an intern photograph.
- F. Tax Withholdings.** The **COUNTY** is responsible for withholding all applicable state and federal income taxes on an intern’s earnings.
- G. Nondiscrimination in Employment Practices.** The **COUNTY** agrees to comply with federal and state laws, rules and regulations, relative to nondiscrimination in employment practices because of political affiliation, religion, race, color, sex, disability, age over 40 years, national origin or any other protected class as provided by law. Nondiscrimination in employment practices is applicable to employees, applicants for employment, promotions, demotions, dismissal and other elements affecting employment/employees.
- H. Compliance with Applicable Provisions of Federal and State Laws and Regulations.** The **COUNTY** agrees to comply with all applicable federal and state laws, including, but not limited to:
1. **The Americans with Disabilities Act.** The **COUNTY** agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA) and any relevant federal and state laws, rules and regulations regarding employment practices toward individuals with disabilities and the availability/accessibility of programs, activities, or services for clients with disabilities.
 2. **Fair Labor Standards Act**
 3. **Georgia Security and Immigration Compliance Act.** The **COUNTY** agrees to comply with all of the E-Verify usage and hiring requirements as provided for in O.C.G.A. § 13-10-91(a).

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- I. **Duty to Notify FOUNDATION.** It shall be the duty of the COUNTY to notify the FOUNDATION if an intern quits or is terminated by the COUNTY within five (5) days of separation.
- J. **Nepotism.** If the COUNTY has a nepotism policy for new hires, that policy shall apply to the hire and engagement of any intern reimbursed in whole or in part through this grant. In the absence of such a policy, the COUNTY shall refrain from hiring interns who are closely related by blood or marriage to COUNTY employees or officials who have a hiring or supervisory role over the intern. The COUNTY shall apply its personnel policies on dating in the workplace to any intern hired through this grant. If the COUNTY fails to follow these requirements, the COUNTY will not receive grant funding for any of the interns who have been involved in any of the aforementioned activities at the sole discretion of the FOUNDATION.
- K. **Campaign and Other Impermissible Activities.** Interns hired through the Georgia County Internship Program and paid through grant funding are not permitted to work on campaigns for elections of commissioners or for any other elected official as part of their work with the COUNTY. Interns are further not permitted to run personal errands for COUNTY officials and staff or work on projects that are unrelated to county government. If the COUNTY fails to follow these requirements, they will not receive grant funding for any of the interns who have been involved in any of the aforementioned activities at the sole discretion of the FOUNDATION.

IV. CONTRACT MODIFICATION

No amendment, modification, or alteration of this AGREEMENT shall be valid or effective unless such modification is made in writing and signed by both parties.

V. TERMINATION

This Agreement may be terminated in the following circumstances:

- A. **Due to default or for cause.** The FOUNDATION may terminate this AGREEMENT at any time if the COUNTY fails to perform any of its obligations under this AGREEMENT and fails to cure any breach within 10 days of a notice of breach and intention to terminate by the FOUNDATION. The COUNTY shall be required to submit all required information not later than 20 days after the date of written notice of termination. The COUNTY shall not receive any grant reimbursement for costs incurred after the date of termination or in the event a breach occurred that could not be satisfied.
- B. **Due to Early Separation of Intern.** Should the intern funded by this grant be separated from the COUNTY'S employment prior to the expiration of their internship period, this AGREEMENT shall terminate within 20 days of the separation unless another undergraduate student, graduate student, recent graduate, or a high school student 16 years

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of age or older who is dually enrolled in a college program, is hired to continue and complete the approved internship within the grant period and at least 100 hours are remaining of the internship.

- C. **Natural Termination.** Unless otherwise terminated, this Agreement shall terminate December 31, 2021.
- D. **Survival.** The following sections shall survive termination for any reason of this Agreement: Access to Records, Records Retention, and Investigation; Hold Harmless; Program Publicity and COUNTY Participation;

VI. **Access to Records, Records Retention, and Investigation**

- A. The **FOUNDATION** shall have access to any pertinent books, documents, papers, and records of the **COUNTY** for the purpose of making audit examinations, excerpts, and transcripts. The **COUNTY** shall retain all records related to this grant for seven years from submission of the required information. If any litigation, claim, or audit is started before the expiration of the seven-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
- B. The **COUNTY** agrees that the **FOUNDATION** has the authority to investigate any allegation of misconduct made by the **COUNTY** pertaining to this Agreement. The **COUNTY** agrees to cooperate fully in such investigations by providing the **FOUNDATION** reasonable access to its records and any other resources as necessary to investigate the allegation.

VII. **Hold Harmless**

To the extent permitted by law, the **COUNTY** agrees to hold harmless the **FOUNDATION**, Association County Commissioners of Georgia, their employees and agents for any claim growing out of any action performed by the **COUNTY**, its agents or employees under any provision of this contract.

VIII. **Program Publicity and COUNTY Participation**

- A. The **COUNTY** agrees to allow preplanned site visits from the **FOUNDATION** for the purpose of interviewing the intern(s) and supervisor, taking photographs, video, or audio, and reviewing projects that have been assigned. The **COUNTY** further agrees that any photographs or information obtained during such site visits may be used to promote the Georgia County Internship Program and **FOUNDATION**, which may include, but is not limited to, usage through websites, social networking sites, brochures, press releases, and other forms of media.

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- B. The **COUNTY** further agrees that any promotional information by the **COUNTY** regarding the Georgia County Internship Program must be preapproved by the **FOUNDATION**.
- C. The **COUNTY** additionally agrees that any research, study, review, or analysis relative to the Georgia County Internship Program, or internship, conducted by or on behalf of the **COUNTY** must be reviewed and approved by the **FOUNDATION**.

XI. Miscellaneous Provisions

- A. The intern is an employee of the county. At no time shall the intern be considered an employee or independent contractor of the **FOUNDATION**, or the Association County Commissioners of Georgia.
- B. Neither the **FOUNDATION** nor any of its employees, agents, or subcontractors shall be considered a partner, employee, or agent of the **COUNTY**.
- C. Neither party to this **AGREEMENT** shall have the authority to bind the other party.

This **AGREEMENT** is executed and shall be controlled by the laws of the State of Georgia.

XII. CONTRACT EXHIBIT INCLUSION:

This contract includes the following exhibits, which are attached and incorporated herein by reference:

- Exhibit A Grant Award Letter
- Exhibit B County Grant Application
- Exhibit C E-Verify Usage and Acknowledgement Form
- Exhibit D Reimbursement Form
- Exhibit E Intern Evaluation Form
- Exhibit F Intern Consent Form
- Exhibit G Intern Information Form

ACCG Civic Affairs Foundation

COUNTY:

**ASSOCIATION COUNTY COMMISSIONERS OF
GEORGIA CIVIC AFFAIRS FOUNDATION, INC.:**

Printed Name

Dave Wills

Title:

Title: Secretary-Treasurer

This ___ day of _____, 202__

This ___ day of _____, 202__

COUNTY CLERK CERTIFICATION:

The undersigned Clerk of the governing authority of _____ County, DOES HEREBY CERTIFY that the Georgia County Internship Program Grant Agreement with the Association County Commissioners of Georgia Civic Affairs Foundation, Inc. was adopted by the _____ County Governing Authority in a meeting that was properly advertised and open to the public on _____, 2021, and that the original of said agreement appears of record in the minute book of the County, which is in my custody and control.

WITNESS my hand and the official seal of the governing authority of County.

(SEAL)

Clerk

**A RESOLUTION
ENTITLED
A RESOLUTION PROVIDING FOR THE APPROVAL AND EXECUTION OF A RENEWAL OF AN
INTERGOVERNMENTAL SUPPORT AGREEMENT BETWEEN MARINE CORPS LOGISTICS BASE
(ALBANY) AND THE BOARD OF COMMISSIONERS OF DOUGHERTY COUNTY, GEORGIA FOR THE
PURPOSE OF PROVIDING CANAL MAINTENANCE; REPEALING RESOLUTIONS OR PARTS OF
RESOLUTIONS IN CONFLICT HEREWITH;
AND FOR OTHER PURPOSES.**

WHEREAS, the Board of Commissioners of Dougherty County, Georgia is hereby desirous of approving and executing a renewal of an Intergovernmental Support Agreement between Marine Corps Logistics Base (Albany) and Dougherty County for the purpose of providing Canal Maintenance.

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

SECTION I The attached Intergovernmental Support Agreement between Marine Corps Logistics Base (Albany) and Dougherty County, Georgia for the purpose of providing Canal Maintenance is hereby approved and the Chairman of the Board of Commissioners of Dougherty County is hereby authorized to execute same. The Chairman is further authorized to execute any and all other documents necessary to the full implementation of said Agreement.

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

This the 19th day of April, 2021.

BOARD OF COMMISSIONERS OF
DOUGHERTY COUNTY, GEORGIA

BY: _____
Christopher S. Cohilas, Chairman

ATTEST:

County Clerk



UNITED STATES MARINE CORPS
 MARINE CORPS LOGISTICS BASE
 814 RADFORD BOULEVARD SUITE 20302
 ALBANY GA 31704-0302

Item 7f.

CANAL

BPO
 1000

**INTERGOVERNMENTAL SUPPORT AGREEMENT
 BETWEEN
 MARINE CORPS LOGISTICS BASE
 ALBANY, GEORGIA
 AND
 BOARD OF COMMISSIONERS OF DOUGHERTY COUNTY
 PUBLIC WORKS DEPARTMENT
 FOR
 CANAL MAINTENANCE**

M67008-210310-I001

Subj: INTERGOVERNMENTAL SUPPORT AGREEMENT - CANAL

This is an Intergovernmental Support Agreement (IGSA or Agreement) between MARINE CORPS LOGISTICS BASE (MCLB) ALBANY, otherwise known as RECEIVER and the BOARD OF COMMISSIONERS OF DOUGHERTY COUNTY (County), GEORGIA, 222 Pine Ave, Albany, GA 31701; otherwise known as SUPPLIER. When referenced collectively, MCLB and DOCO are referred to as "Parties".

1. Background. As seen in the authority referenced in paragraph 2.1., the Parties have enjoyed a successful relationship with regards to providing the services covered in this IGSA. As a result of the annual review of the above IGSA, the Parties have agreed that it is in the best interests of the Parties to renew and update the partnership in accordance with current policy.

2. Authorities. The following references provide authority and guidance for the preparation, maintenance, and provisions contained in this Agreement.

2.1. Current Agreement M67008-05082017-A001.

M67008-210310-I001

1

2.2. 10 U.S.C. § 2679 (formerly 10 U.S.C. § 2336), "Installation-support Services: Intergovernmental Support Agreements".

2.3. National Defense Authorization Act of 2013, revised 2015.

2.4. ASN EI&E memo of 1 March 2019.

2.5. OPNAV 4000.84C, "Interservice and Intragovernmental Support Program".

2.6. DoD Instruction 4000.19, Support Agreements; 6 Dec 2020.

2.7. Commanders Handbook, "Marine Corps Installation Partnership Program - Utilizing Intergovernmental Service Agreements" dated 03 May 2019.

3. Purpose. Establish the roles and responsibilities of the Parties regarding the provisions of Canal Maintenance Services along the perimeter of the MCLB Albany.

4. Understanding of the Parties

4.1. SUPPLIER will:

4.1.1. Perform installation support services to include services, supplies, resources and support typically provided by a local government for its own needs and without regard to whether such services, supplies resources, and support are provided to its residents generally, except that the term does not include security guard or firefighting services.

4.1.2. Complete maintenance and rehabilitation of the storm water system.

4.1.3. Contact the RECEIVER a minimum of 5 business days prior to the beginning of services for coordination purposes and to verify the availability of funding.

4.1.4. Coordinate with RECEIVER for disposal of waste, litter, and /or debris associated with this project.

4.1.5. Remove the accumulated buildup of sediment and debris within the designated canals located on MCLB Albany, not to include concrete canals. Removal of material will not extend beyond the original designed flow line of the canal.

4.1.6. Remove vegetation on the canal side slopes that impede storm water conveyance.

4.1.7. Transport removed materials to a designated stockpile established by the RECEIVER.

4.1.8. Maintain a quality control plan to ensure all work is completed within the specified timelines and quality standards specified in the Agreement. After its execution, an initial joint meeting of the Parties will be conducted to discuss the terms of the IGSA. The initial meeting shall also discuss orientation of the SUPPLIER and its employees to work areas on the installation as well a phase-in plan to permit the orderly transition of responsibilities for performance of the services by the SUPPLIER.

4.1.9. Only tender services and goods in conformance with the IGSA.

4.1.10. If the SUPPLIER is unable to perform any of the services due to an occurrence beyond the reasonable control of the parties, such as Acts of God, unusually severe weather, or MCLB Albany activities on the installation, which impede the COUNTY's performance, the SUPPLIER shall promptly notify the Coordination Representative.

4.2. RECEIVER will:

4.2.1. Maintain erosion and sedimentation control required due the maintenance of canals.

4.2.2. Removal and disposal of all materials from the designated stockpile.

4.2.3. Request and seek approval of funding, see Agreement I, if hydro-seeding is to be needed. Hydro-seeding will be a separate line item cost under this agreement.

4.2.4. Appoint a CR who will be responsible for inspecting all services performed and notify the SUPPLIER of the CR's identity, the alternate and any changes for the CR.

4.2.5. For services performed outside the installation, the CR shall be granted access to areas where services are performed. The CR shall have the right to inspect and test all services; inspection and test to be conducted in a manner that will not unduly delay the performance of work.

4.2.5.1. If determined that services do not conform to the requirement in the Agreement, the CR can require the SUPPLIER to perform the services again, in whole or in part, at no additional cost to the RECEIVER.

4.2.5.2. Alternately, the CR can reduce the price to be paid for services to reflect the reduced value of the services to be performed. If the services cannot be corrected by re-performance, the CR can reduce the billed price to reflect the reduced value of the services to be performed. The CR may alternately, in his sole discretion, waive price reductions or re-performance of services. Such waivers shall not constitute a waiver of requirements in the IGSA unless approved in writing by the IGSA AO.

4.2.6. Pay the SUPPLIER in accordance with the schedule, in Agreement I, for Canal Maintenance Services on MCLB Albany.

4.3. Joint Provisions

4.3.1. Agreement shall be for one year from the execution of this agreement, and is renewable for successive one year periods for two (2) additional year's options, provided funds are available for the service. MCLB Albany has no authority to renew an option without appropriation of adequate funds by the U.S. Government. If the option is exercised by MCLB Albany, the IGSA AO shall provide notice of the renewal of the IGSA at least 10 days prior to the expiration of the current agreement. The IGSA AO may condition the renewal upon availability of federal funds, and may suspend performance of the renewed period at no additional cost to MCLB Albany, until adequate federal funds have been received. If federal funds are not received, the parties agree that the Agreement can be

unilaterally terminated by the IGSA AO without further liability to MCLB Albany.

4.3.2. RECEIVER shall pay the SUPPLIER for services based upon satisfactory completion of services. Payment shall be based for services provided as set forth in this Agreement. RECEIVER will make payment in accordance with the Prompt Payment Act (31 U.S.C. §3903) and implementing regulations. Interest shall be paid for late payments as required by the Act, and shall be paid at the rate established by the U.S Government's Secretary of the Treasury for disputes under the Contract Disputes Act of 1978. Payment shall be accomplished through electronic funds transfer only through Wide area Workflow or other legal means allowed by the U.S. Government.

4.3.3. Rates may only be adjusted upon 30-day written notice to the CR and the IGSA AO. If the CR (or alternate CR) disagrees, the parties shall discuss the proposed rates, changes in the services, or other modifications to Agreement. Modifications to prices in the Agreement must be in writing, approved by both parties to this agreement, and incorporated as a supplement to the Agreement by the IGSA AO.

5. Personnel. Each Party is responsible for all costs of its personnel, including pay and benefits, support, and travel. Each Party is responsible for supervision and management of its personnel.

6. General Provisions

6.1. Point of Contact: The following POC will be used by the Parties to communicate in the implementation of this Agreement. Each Party may change its POC upon reasonable notice to the other Party.

6.1.1. For MCLB Albany

6.1.1.1. Agreement: Lailani Meadow
Title: Support Agreement Specialist
Location: Business Performance Office
Building 3500, Room 15
Phone: (229) 639-5152
Email: lailani.meadow@usmc.mil

6.1.1.2. Primary: Brian Wallace
Title: Division Head
Location: Environmental, I&E
Building 5501
Phone: (229) 639-8616
Email: brian.wallace@usmc.mil

6.1.1.3. Alternate: Hubert Smigelski
Title: Deputy Director, I&E
Location: Environmental, I&E
Building 5501
Phone: (229) 639-5601
Email: Hubert.smigelski@usmc.mil

6.1.2. For Dougherty County

6.1.2.1. Agreement: Jeremy Brown, P.E.,
Title: Project Engineer
Location: 2038 Newton Road
Albany, Georgia
Phone: (229) 430-6120
Email: jebrown@dougherty.ga.us

6.1.2.2. Primary: Chucky Mathis
Title: Assistant Public Works
Director
Location: 2038 Newton Road
Albany, Georgia
Phone: (229) 430-6120
Email: cmathis@dougherty.ga.us

6.1.2.3. Alternate: Robert Loud
Title: Stormwater Manager
Location: 2038 Newton Road
Albany, Georgia
Phone: (229) 430-6120
Email: rloud@dougherty.ga.us

6.2. Correspondence. All correspondence to be sent and notices to be given pursuant to this Agreement will be addressed as follows:

6.2.1. Commanding Officer MCLB Albany

Business Performance Office
Marine Corps Logistics Base
814 Radford Blvd, Suite 20302
Albany, Georgia 31704-0351
COM: (229)639-8959/5152
DSN: 567-8959/5152

If to the SUPPLIER:

6.2.2. Dougherty County Board of Commissioners
Public Works, Engineering Department
2038 Newton Road
Albany, Georgia 31701
COM: (229) 430-6120
Email: jebrown@dougherty.ga.us

6.3. Review of Agreement. This Agreement will be reviewed on or around the anniversary of its effective date annually for financial impacts; if there are substantial changes in resource requirements, the Agreement will be reviewed in its entirety.

6.4. Modification of Agreement. This Agreement may only be modified by the written agreement of the Parties, duly signed by their authorized representatives.

6.5. Disputes. Any disputes relating to this Agreement will, subject to any applicable law, Executive Order, or DoD issuance, be resolved by consultation between the Parties.

6.6. Termination of Agreement. This Agreement may be terminated by either Party by giving at least 30 days' written notice to the other Party. The Agreement may also be terminated at any time upon the mutual written consent of the Parties.

6.7. Transferability. This Agreement is not transferable except with the written consent of the Parties.

6.8. Entire Agreement. It is expressly understood and agreed that this Agreement embodies the entire agreement between the Parties regarding the Agreement's subject matter, thereby merging and superseding all prior agreements and representations by the Parties with respect to such subject matter.

6.9. Effective Date. This Agreement takes effect beginning on the day after the last Party signs.

6.10. Expiration Date. This Agreement expires 3 years from the date the last party signs.

6.11. Cancellation or Modification of Previous Agreement. This Agreement modifies or cancels and supersedes the previously signed agreement between the same Parties with the subject Canal Maintenance, Agreement # M67008-05082017-A001 and effective date of 13 Dec 2017.

6.12. No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to give to, or will be construed to confer upon, any person or entity not a party any remedy or claim under or by reason of this Agreement and this Agreement will be for the sole and exclusive benefit of the Parties.

6.13. Severability. If any term, provision, or condition of this Agreement is held to be invalid, void, or unenforceable by a governmental authority and such holding is not or cannot be appealed further, then such invalid, void, or unenforceable term, provision, or condition shall be deemed severed from this Agreement and all remaining terms, provisions, and conditions of this Agreement shall continue in full force and effect. The Parties shall endeavor in good faith to replace such invalid, void, or unenforceable term, provision, or condition with valid and enforceable terms, provisions, or conditions, which achieve the purpose intended by the Parties to the greatest extent permitted by law.

6.14. Other Federal Agencies. This Agreement does not bind any federal agency, other than the Parties, nor waive required compliance with any law or regulation.

7. Financial Details. Refer to Appendix 1.

7.1. Availability of Funds. This Agreement does not document the obligation of funds between the Parties. The obligation of funds by the Parties, resulting from this Agreement, is subject to the availability of funds pursuant to the DoD Financial Management Regulation. No provision in this Agreement will be interpreted to require obligation or payment

ATTACHMENT 1

**Cost Benefit Analysis
Landowner Surveys
M67358-210310-I001**

1. Service Description and Justification: Due to current civil servant tradesman manning, MCLB Albany relies heavily on contracted services for maintenance, repair, and construction. The service to be provided by the IGSA is: Storm-water canal maintenance. The services are required for the safe and effective operation of the installation, in support of tenant activities. Currently, due to the aforementioned manning deficit, the installation has to execute individual contract actions for every repair/maintenance service that exceeds the micro-purchase threshold. These individual contract actions are a significantly more expensive and less efficient method for executing the work, when compared to the IGSA.

2. Marine Corps Cost (No Partnership):

- a. What are annual costs to the Marine Corps to pay for the Service on its own?:

As part of the installation's Base Operation Support (BOS) contract, the installation issues individual task orders for repair services. The direct cost of these task orders varies with respect to the scope of the work, but every task order has immeasurable amount of general and administrative cost associated with its planning, issuance and inspection. The installation has yet to execute any contract actions for storm-water canal maintenance, due to the high direct and indirect costs associated with these types of actions, and the prioritization of the budget.

An approximated annual cost for canal maintenance aboard the installation, based off previous market research, would be \$250,000.

- b. If not currently provided, what are projected costs to the Marine Corps to assemble funding and labor to start the service?

An approximated annual cost for canal maintenance based off previous market research would be \$250,000.

3. Community Cost (No Partnership):

- a. How long has the Local Government provided this Service for itself?: (Estimate in Years)
More than 20 years.
- b. What does the local government pay (or charge itself) for the service per year?

The rates in the IGSA are the same rates the local government charges for the service.

4. Shared Partnership Agreement (IGSA is Implemented):

- a. What would the Marine Corps pay for the Service per year under the IGSA?

Total estimate cost, per annum, of the IGSA for canal maintenance would be \$75,000.

- b. What does the Marine Corps save per year under the provisions of the IGSA (1.a. - 3.a. = ?):

The installation would save approximately 70% on the canal maintenance by executing the service via the IGSA.

- c. Are their forecasted increases/decreases for the service cost per year?:

The mean forecasted increase/decrease in demand for service would be estimated at +/- 10%.

5. Additional Comments: Holistically, the IGSA enhances the capabilities of the installation to maintain its facilities. The Marine Corps' reduced direct and indirect costs for service, coupled with the proximity of the local government service provider (reduced response time) is undoubtedly of benefit to the government.

**ATTACHMENT 2
PRICING AND SCHEDULE SUMMARY**

1. Financial Details. MCLBA agrees to pay the COUNTY \$75,000 per year for services performed on behalf of MCLBA and approved in accordance with this IGSA the as described below:

1.1. Canal Services for 8,000 linear feet at an annual cost of \$75,000.

1.2. Labor, equipment, and materials for hydro seeding will be \$900 per acre, based on the use of Bermuda grass (permanent seed), Ryegrass (temporary seed), 10-10-10 fertilizer, and hydro-mulch.

2. The Parties agree that no legal liability on the part of MCLBA shall arise until the IGSA AO notifies the COUNTY that funds are available and authorizes the COUNTY to begin performance of services.

3. Financial Points of Contact.

2.1. For the Receiver:

2.1.1. Name: Phillip A. Millerd
Title: Comptroller
Location: 814 Radford Blvd, Building 3500
Phone: (229) 639-7008
Email: phillip.millerd@usmc.mil

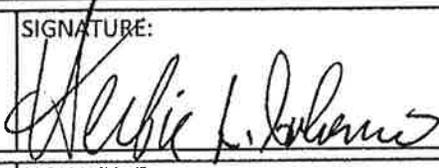
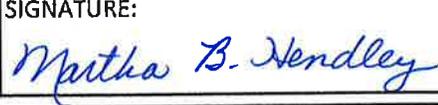
2.1.2. Name: Sara Thorson
Title: Deputy Comptroller
Location: 814 Radford Blvd, Building 3500
Phone: (229) 639-6429
Email: sara.thorson@usmc.mil

2.2. For the Supplier

2.2.1. Name: Martha Hendley
Title: Finance Director
Location: City of Albany
222 Pine Ave, Suite 430
Albany, GA 31701
Phone: (229) 302-3039
Email: mhendley@dougherty.ga.us

GRANT REQUEST AUTHORIZATION FORM



DATE: April 5, 20221				
DEPARTMENT: 1036 Juvenile Court				
GRANT PROGRAM: Juvenile Justice Incentive Grant				
GRANTING AGENCY: Criminal Justice Coordinating Council				
CFDA # (IF FEDERAL GRANT) 16-540				
PROGRAM TITLE: Functional Family Therapy				
FUNDING REQUEST:				
FEDERAL	STATE	LOCAL MATCH	OTHER	TOTAL REQUEST
	\$ 450,000			450,000.00
IF LOCAL MATCH IS REQUIRED, ARE FUNDS AVAILABLE IN CURRENT BUDGET? YES ___ NO ___ N/A		Comments: (In-kind, direct appropriation, etc.)		
INDIRECT COSTS? YES ___ NO ___	AMOUNT:			
REIMBURSEMENT GRANT: YES <input checked="" type="checkbox"/> NO ___				
PROJECT DIRECTOR OR OFFICIAL: Herbie L. Solomon		229-431-2162	hsolomon@dougherty.ga.us	
DEPARTMENT DIRECTOR OR OFFICIAL APPROVING SUBMISSION (PRINT NAME & TITLE) Herbie L. Solomon, Juvenile Court Judge		SIGNATURE: 		DATE: April 6, 2021
REVIEWED BY FINANCE: Director MARTHA B HENDLEY		SIGNATURE: 		DATE: 4/6/2021
REVIEWED BY COUNTY ADMINISTRATOR: Michael McCoy		SIGNATURE: 		DATE: 4-6-21
COUNTY COMMISSION ACTION:		APPROVED: YES ___ NO ___		DATE: