



DOUGHERTY COUNTY BOARD OF COMMISSIONERS
ADMINISTRATION

Jawahn E. Ware
County Clerk/Procurement Manager

Attention Viewers of www.dougherty.ga.us:

The following supplemental material pertains to the:

January 6, 2020 Regular Meeting

Documents received after 1:00 p.m., January 3, 2020 are not included.

For questions or concerns pertaining to Commission related items, please call 229-431-2121.

Sincerely,

Jawahn E. Ware
County Clerk



REGULAR MEETING – JANUARY 6, 2020

DRAFT 3 jw

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

10 AM

AGENDA

1. Call meeting to order by Chairman Christopher Cohilas.
2. Invocation by Chairman Cohilas.
3. Pledge of Allegiance.
4. Consider for action the December 2nd Regular Meeting, December 9th Work Session, December 9th State Legislative Meeting, and December 16th Regular Meeting Minutes.
ACTION: **See Minutes.**
5. **Recognition of Commissioner Lamar Hudgins, Vice Chair for Calendar Year 2020 per Resolution No. 91-011.**
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. **David Hodges, Chief Ranger, present to provide the Georgia Forestry Commission Annual Report.** **See Handout.**
7. Consider for action the **Resolution** providing for the acceptance and execution of the proposal to **complete Phase I** of the **Radium Springs Trailhead Project** from the lowest most responsive and responsible vendor, **Artesian Contracting of Albany, GA in the amount of \$474,234.70 subject to the execution of the contract by the County Administrator.** Funding is budgeted in **SPLOST VII.** Assistant County Administrator Scott Addison will address. Public Works Director Larry Cook, Project Engineer Jeremy Brown and City of Albany Buyer Kimberly Allen are present. **See Purchases #1.**
ACTION:

<See Next Page>

8. Consider for action the **reappointment of the Dougherty County Police Chief** through the extension of the employment agreement through January 4, 2021. County Attorney Spencer Lee will address. **See Other #1.**

ACTION:

9. Consider for action the **reappointment of the County Administrator** through the extension of the employment agreement through January 4, 2021 per section 1-3-23 of the Dougherty County Code of Ordinances. County Attorney Spencer Lee will address. **See Other #2.**

ACTION:

10. Items from the County Administrator.

- a. **REMINDER** – The County Commission Annual Retreat is scheduled for **Friday, January 31, 2019** at the **Macon Marriott** (Macon, GA).

11. Items from the County Attorney.

12. Items from the County Commission.

13. 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

December 02, 2019

The Dougherty County Commission met in Room 100 of the Albany-Dougherty Government Center on December 02, 2019. Chairman Christopher Cohilas presided. Commissioners present were Victor Edwards, Gloria Gaines, Russell Gray, Lamar Hudgins, Clinton Johnson, and Anthony Jones. Also present were County Administrator Michael McCoy, Assistant County Administrator Scott Addison, County Attorney Spencer Lee, County Clerk Jawahn Ware, other staff and representatives of the media.

After the invocation and Pledge of Allegiance, the Chairman called for approval of the November 4 Regular Meeting, November 6 Special Called Meeting and November 11 Work Session minutes.

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

The Chairman called for consideration of the lighting option for the Entrance Columns at the former Radium Springs Golf Course. Funding is available in SPLOST V- Radium Springs Roads. Assistant County Administrator Scott Addison addressed. Mr. Addison shared two commercial installation options which were solar or hardwired. He shared that currently there is no power close enough for the hardwired option so we would need to wait to add in with the trailhead if the option was selected. He also added that the option would be graded for outside use and will be waterproof. He recommended to delay the installation of lighting to coincide with the street lighting project in Radium Spring; which would be more cost effective for the County. There was unanimous consensus made by the Board to delay until the street lights were put in.

The Chairman called for consideration of the replacement of the Entrance Columns at the former Radium Springs Golf Course from Harrell Masonry (Putney, Ga) in the amount of \$23,360. Funding is available in SPLOST V- Radium Springs Roads.

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

The Chairman called for consideration of the use of professional services of EMC Engineering (Savannah, GA) relating to needed repairs and improvements of the Spring Run Bridge at Radium Springs in the amount of \$38,000. Funding is available in SPLOST V – Radium Springs Improvements.

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

The Chairman called for consideration of the proposed alcoholic beverage license renewals for Calendar Year 2020. Chief Anthony Donaldson, Business and License Support Department, addressed.

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

The Chairman called for consideration of a resolution declaring a 2019 Ford Escape (from the Sheriff's Office) as surplus and authorize the sale through Underwriters Safety & Claims. Assistant County Administrator Scott Addison addressed.

Commissioner Johnson moved for approval. Upon a second by Commissioner Jones, the motion passed unanimously. Resolution No. 19-069 is entitled:

A RESOLUTION
ENTITLED
A RESOLUTION TO DECLARE AS SURPLUS A SALVAGED 2019
FORD ESCAPE AUTOMOBILE
(VIN NO. 1FMCU0F77KUA01336) AND HAVE SAID SURPLUSED
SALVAGED VEHICLE DISPOSED OF THROUGH UNDERWRITERS
SAFETY AND CLAIMS, DOUGHERTY COUNTY'S THIRD PARTY
ADMINISTRATOR; REPEALING RESOLUTIONS OR PARTS OF
RESOLUTIONS IN CONFLICT HERewith; AND FOR OTHER
PURPOSES.

The Chairman called for consideration of a resolution regulating Sunday Sales of distilled spirits or alcoholic beverages for beverage purposes by the drink from 11:00 a.m. to 12:00 midnight, amending the Dougherty County Board of Ordinances 2-3-31 of Article II Titled "On-Premises Consumption of Distilled Spirits" to be entitled "Legal Hours of Sale" effective January 1, 2020. County Attorney Spencer Lee addressed.

Commissioner Johnson moved for approval. Upon a second by Commissioner Jones, the motion passed unanimously. Resolution No. 19-070 is entitled:

A RESOLUTION
ENTITLED
A RESOLUTION AMENDING SEC. 2-3-31 OF ARTICLE II TITLED "ON-
PREMISES CONSUMPTION OF DISTILLED SPIRITS" OF THE
DOUGHERTY COUNTY CODE OF ORDINANCES REGARDING
SUNDAY SALES OF ALCOHOLIC BEVERAGES BY THE DRINK FOR
CONSUMPTION ON PREMISES; REPEALING RESOLUTIONS OR
PARTS OF RESOLUTIONS IN CONFLICT HERewith;
AND FOR OTHER PURPOSES.

The Chairman called for consideration of a resolution providing for the regulation of package sales by retailers of malt beverages, wine and distilled spirits on Sundays between the hours of

12:30 p.m. and 11:30 p.m. amending the Dougherty County Board of Ordinances by adding Section 2-3-2.1 “Sunday Package Sales of Malt Beverages, Wine and Distilled Spirits” effective January 1, 2020. County Attorney Spencer Lee addressed.

Commissioner Johnson moved for approval. Upon a second by Commissioner Jones, the motion passed unanimously. Resolution No. 19-071 is entitled:

A RESOLUTION
ENTITLED

A RESOLUTION AMENDING ARTICLE I TITLED “IN GENERAL” OF
THE DOUGHERTY COUNTY CODE OF ORDINANCES PROVIDING FOR
THE ALLOWING OF PACKAGE SALES OF MALT BEVERAGES, WINE
AND DISTILLED SPIRITS ON SUNDAY BETWEEN THE HOURS OF
12:30 P.M. AND 11:30 P.M.; REPEALING RESOLUTIONS OR PARTS OF
RESOLUTIONS IN CONFLICT HEREWITH;
AND FOR OTHER PURPOSES.

The Chairman called for consideration of a resolution providing for the execution of a Quit Claim Deed from Dougherty County to the City of Albany conveying real property in Downtown Albany. County Administrator Michael McCoy and County Attorney Spencer Lee addressed. Mr. McCoy shared that this was housekeeping regulations. Attorney Lee asked to table this resolution to obtain more information.

Commissioner Johnson moved to table until the last meeting in December. Upon a second by Commissioner Jones, the motion to table passed unanimously.

The Chairman called for consideration of a discussion of the City of Albany’s request to cost-share for the Renaissance Strategic Visioning & Planning (RSVP) program. The cost is between \$50,000 - \$75,000 depending on the scope of the project and size of the city. The application deadline for the program is December 6, 2019. County Administrator Michael McCoy and Downtown Manager Lequrica Gaskins addressed. After discussion, the Chairman motioned to approve up to a 50% cost share for this application with a ceiling of no more than \$37,500 contingent upon it [the application] being comprehensive in nature and contingent upon a written representation from the City that we [Dougherty County] will have equal access through County staff and Commissioners to have input into the creative process, with a letter being received from the Downtown City Manager Lequrica Gaskins or on behalf of the City Manager before the deadline.

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

The Chairman called for consideration of a resolution providing for support of locally-established building design standards for residential dwellings. The resolution provided was requested by the Association of County Commissioners of the State of Georgia (ACCG). County Administrator Michael McCoy addressed.

Commissioner Johnson moved for approval. Upon a second by Commissioner Jones, the motion passed unanimously. Resolution No. 19-073 is entitled:

A RESOLUTION
ENTITLED A RESOLUTION
SUPPORTING LOCALLY-ESTABLISHED BUILDING DESIGN
STANDARDS FOR
RESIDENTIAL DWELLINGS

The Chairman called for consideration of the proposed board appointments. The following board appointments were made:

Upon nomination by Commissioner Johnson, incumbent Arwena Jones (joint) was unanimously recommended to the City of Albany for ratification of appointment to the Joint Board of Adjustments & Appeals for a three-year term ending October 1, 2022. The County will re-advertise for one vacancy (for the seat of Mr. Alvin Smith).

Upon nomination by Commissioner Johnson, incumbents Thomas Driggers (joint) and Clint Newsome (joint) were unanimously recommended to the City of Albany for ratification of appointment to the Air Conditioning, Heating & Ventilation Board for a one-year term ending December 31, 2020. Upon nomination by Commissioner Johnson, Clifford Tolbert (rotational) was unanimously reappointed to the same Board for a one-year term ending December 31, 2020. The County will re-advertise for one vacancy (for the seat of Mr. Glenn Walker).

Upon nomination by Commissioner Johnson, incumbent Dr. Surenda Pandley was unanimously reappointed to the Citizens Transportation Committee for a three-year term ending December 31, 2022. The County will re-advertise for one vacancy (for the seat of Mr. Walter Sharp). Mrs. Ware clarified that Mr. Sharp stated that he would not be able to serve and confirmed upon the request of Commissioner Johnson that the Board does not have residency requirements.

Upon nomination by Commissioner Jones, incumbents Sybil Thomas and Frank Williamson were unanimously reappointed to the Dougherty County Development Authority for a four-year term ending December 31, 2023. Upon nomination by Commissioner Johnson, applicant Dr. Joe "Tripp" Morgan was unanimously appointed to fill the vacated position of Bryan Hallman for a four-year term ending December 31, 2023.

Upon nomination by Commissioner Gray, incumbent Edward West (joint) was recommended to the City of Albany for ratification of appointment and incumbent Sanford Hillsman (rotational) was reappointed to the Electrical Board for a one-

year term ending December 31, 2020. There are three vacancies and the County will re-advertise.

Upon nomination by Commissioner Johnson, incumbents Bruce Campbell (joint), Rosa Malone (joint) and Charles Mitchell (joint) were unanimously recommended to the City of Albany for ratification of appointment to the Fire Code Board of Appeals for a three-year term ending December 31, 2022. Upon nomination by Commissioner Johnson, incumbent Zell Scott (County) was unanimously reappointed to a three-year term ending December 31, 2022.

Upon nomination by Commissioner Johnson, incumbents Sanford Hillsman (County) and William Walker (rotational) were unanimously reappointed to the Gas Board for a one-year term ending December 31, 2020 and incumbent Rhett Parker (joint) was recommended to the City of Albany for ratification of appointment.

Upon nomination by Commissioner Jones, incumbents Dennis Barthelemy, Scott Carroll, Joanne Conger, Lew Culpepper, Jay Smith and J.D. Sumner were unanimously reappointed to the Keep Albany-Dougherty Beautiful Board for a three-year term ending December 21, 2022.

Upon nomination by Commissioner Hudgins, incumbents Karen Liebert and Dr. Brenda Hodges-Tiller were unanimously reappointed to the Library Board of Trustees for three-year term ending December 31, 2022.

Upon nomination by Commissioner Jones, incumbents Jimmy Hall Jr. and Billy Merritt were unanimously reappointed to the Planning Commission for a three-year term ending December 31, 2021. Upon nomination by Commissioner Jones, Art Brown was reappointed for a three-year term ending December 31, 2021 with five ayes and two nays by Commissioner Hudgins and Commissioner Gray. The nomination for Vicki Barnhill made by Commissioner Gray failed by receiving only two votes by Commissioner Hudgins and Commissioner Gray.

Upon nomination by Commissioner Jones, incumbents Lee Eppley (Master Plumber), Glenn Harris (Citizen Member) and Rhett Parker (Master Plumber) were unanimously reappointed to the Plumbing Board for a one-year term ending December 31, 2020.

Upon nomination by Commissioner Jones, incumbent Glenn Harris was unanimously reappointed to the Southwest Georgia Community Action Council for a one-year term ending December 31, 2020.

Upon nomination by Commissioner Johnson, Raymond Breaux (County) was unanimously reappointed to the Southwest Georgia Regional Commission for a one-year term ending December 31, 2020. Upon the same nomination, Vincent M. Smith, Jr. (joint) was unanimously appointed to the same board contingent upon the ratification of the City of Albany for a term expiring December 31, 2020. Upon appointment of Chairman Cohilas, Commissioner Anthony Jones was reappointed to serve as his designee for the Southwest Georgia Regional Commission with a one-year term ending December 31, 2020.

Upon nomination by Commissioner Hudgins, incumbent Alistari McKendrick was unanimously reappointed to the Stadium Authority for a four-year term ending December 31, 2023.

Attorney Lee shared that a resolution was required for the appointment to the Tax Assessors Board. Commissioner Hudgins made the motion for approval of the Resolution. Upon a second by Commissioner Gray, the resolution was accepted and incumbent William Ashberry was unanimously reappointed to the Tax Assessors for a three-year term ending December 31, 2022. Resolution No 19-073 is entitled:

A RESOLUTION
ENTITLED
A RESOLUTION PROVIDING FOR THE APPOINTMENT OF A MEMBER
TO POST 1 OF THE DOUGHERTY COUNTY BOARD OF TAX
ASSESSORS FOR A TERM BEGINNING JANUARY 1, 2020 AND
ENDING DECEMBER 21, 2022; REPEALING RESOLUTION OR PARTS
OF RESOLUTIONS IN CONFLICT HERewith; AND FOR OTHER
PURPOSES.

Commissioner Jones asked for a moment of silence in honor of the passing of Representative Jay Powell.

There being no further business to come before the Commission, the meeting adjourned at 11:03 a.m.

CHAIRMAN

ATTEST:

COUNTY CLERK

DOUGHERTY COUNTY COMMISSION

DRAFT

WORK SESSION MINUTES

December 09, 2019

The Dougherty County Commission met in Room 100 of the Albany-Dougherty Government Center on December 9, 2019. Chairman Christopher Cohilas presided. Commissioners present were Victor Edwards, Gloria Gaines, Russell Gray, Lamar Hudgins, Clinton Johnson and Anthony Jones. Also present were County Administrator Michael McCoy, Assistant County Administrator Scott Addison, County Attorney Spencer Lee, County Clerk Jawahn Ware, other staff and representatives of the media.

The Chairman recognized citizen 4-H Youth Development/County Extension Agent Jazmin Thomas and Dougherty County 4-H representatives who were present to thank the Commission for its support.

The Chairman recognized Chehaw Park Authority Executive Director Tommy Gregors to discuss the proposed Chehaw Park Enabling Legislation Reauthorization. The authority was created April 11, 1979, was last revised by HB1769 in the 2002 General Assembly Session and expires December 31, 2020. The proposed changes would reduce the voting members from 9 to 7 allowing appointments to be made by the City of Albany Commission, Dougherty County Commission, Lee County Commission and the Chehaw Park Authority instead of the sole appointment by the City of Albany. Mr. Gregors recommended that the board term increases to 3 years instead of 2 years and to change requirements to a minimum of six bi-monthly meetings instead of once per month. Additional legislation housekeeping items, to include requesting removing the limit on the duration of the Authority, was presented. He clarified that the legislation does not dictate or require any money from any institution; and it was stated that he desires for each Commission to have a voice [on the Chehaw Board]. He closed the presentation by sharing that 2/3 of the park resides in Lee County and highlighted the critical tasks required by legislation. Additional questions were answered for the Commission. Park Authority Chair Mary Ligon was present.

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

The Chairman called for a discussion of a zoning consideration of Robert K. Taylor, applicant, Robert K. and Linda Taylor owner; request to rezone 1.49 acres from C-2c (General Mixed-Use Business District Conditional) and R-1 (Single-Family Residential District) to C-2 (General Mixed-Use Business District). The property is located at the northeast quadrant of Gillionville Rd. and Weymouth Dr. The property address is 1900-1902 Weymouth Rd. The Planning Commission recommended approval. Mary Teter, Planning Manager, addressed. The Public Hearing and Action are scheduled for December 16, 2019.

The Chairman called for a discussion of a recommendation to accept the proposal for professional services to conduct a salary study from Whit, Perrin, Wright Consulting, LLC.

(Jasper, GA) in the amount of \$30,000. Funding is budgeted in the General Fund. County Administrator Michael McCoy and HR Director Dominique Hall addressed. Mr. McCoy shared in response to Commissioner Gray's question that "we know up front that we do not have funding [for a salary increase but we] will use this as a benchmark and a road map to where we would like to go". Commissioner Jones proposed instead of spending money on a plan that we use internal resources and provide a way to use this money for employees. Mr. McCoy clarified that this proposal was a "scaled back" version and \$75,000 was budgeted for the survey. Ms. Hall provided an overview of the proposal. Commissioner Gray stated that he would like the benefit costs included; Mr. McCoy was able to respond. Chairman Cohilas shared he believed that we need a comprehensive plan to force some uncomfortable conversions.

The Chairman called for a discussion of a recommendation to accept the proposed Dougherty County Housing Plan. The housing plan is a requirement for state funding and is a goal of the Commission. County Administrator Michael McCoy, Director of Planning & Community Development at Southwest Georgia Regional Commission Barbara Reddick and Senior Planner Olukayode Olubowale addressed. Mr. McCoy reminded the Commission that we applied for the CHIP grant in 2016. Ms. Reddick said that we received \$300,000 and was able to restore six homes. She added that the grant is now more competitive, and a housing plan is a component in the application for points and we would need to obtain as many points as possible; therefore, the County would need to adopt the plan. The application is due in January and she added that there was no local match and due to our partnership, we do not require any funding by applicants. Mr. McCoy shared additional plans that we can consider to include the use of other funds. He also said an update would be provided by Ms. Wade on the success of the last CHIP grant.

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

Citizens Transportation Committee – There is one appointment with a three-year term ending December 31, 2022. Incumbent Walter Sharp does not desire reappointment. There is one new applicant: Sonya Johnson.

Southwest Georgia Housing Task Force – There is one appointment with a one-year term ending December 31, 2020. Incumbent Larry Thomas does not desire reappointment. There is one new applicant: Sonya Johnson.

After there was no further business to come before the Commission, the meeting adjourned at 11:20 a.m.

CHAIRMAN

ATTEST:

COUNTY CLERK

DOUGHERTY COUNTY COMMISSION
STATE DELEGATION MEETING MINUTES

DRAFT

December 9, 2019

The Dougherty County Commission met with the State Delegation in Room 120 of the Albany-Dougherty Government Center on December 9, 2019 at 11:30 a.m. State Officials in attendance were Representative Winfred Dukes, Representative Gerald Greene, Representative Camia Hopson, Senator Freddie Powell-Sims, and Representative Bill Yeararta. Chairman Christopher Cohilas and Commissioners Victor Edwards, Gloria Gaines, Russell Gray, Lamar Hudgins, Clinton Johnson and Anthony Jones were present. Staff in attendance were County Administrator Michael McCoy, Assistant County Administrator Scott Addison, County Attorney Jawahn Ware and County Clerk Jawahn Ware. Representatives of the media, other staff and citizens were present.

Representative Dukes opened the meeting with comments and the meeting was turned over to Chairman Cohilas.

After thanking the State Legislation for their support, Chairman Cohilas and those present discussed the following topics:

- Repair of the old Spring Run Bridge at Radium Springs and Build-out of Trail Heads. It was shared that the bridge and waterway is state property, but the County leases and maintains the surrounding (approximate) 80 acres of land, noting that the County owns (approximately) 9 acres. The bridge repair is estimated to cost \$705,000, but the Commission's total ask is \$1.65 million to repair the bridge and complete the trail head build-out. The county will provide their financial commitment to the State Delegation. Chairman Cohilas invited the Legislators to tour the devastated areas and see the proposed changes in Radium Springs.
- Consideration to simplify notices of tax increases. Chairman Cohilas shared that the notices pertaining to mil, property tax increases and rollbacks are confusing to citizens and requested that the annual notification be simplified.
- Provide support for the Design Standards Preemption. Chairman Cohilas shared that the Commission recently passed a resolution supporting home rule and local control. It is believed that there will be opposition on the state level; but many cities and counties are concerned about losing decision making authority on the local level. Representative Dukes shared that the state is reviewing this concern because some counties are using design standards to limit who can live in the areas by requiring certain build standards; and the state does not want adverse controls in effect.
- Provide support of marketplace facilitator tax collection. Chairman Cohilas discussed the loss of revenue of internet sales and stated the proposed capturing of millions in additional funds. As a smaller county, capturing these dollars can help the community obtain necessary items – like fire trucks. He stated that we are all fiduciaries and asks that the state provide disclosure of revenues collected; without it, harm is provided to the county from an economic standpoint. Chairman Cohilas additionally asked that collections be fair for those online and in brick and mortar. Representative Dukes shared that the challenge is collections are federally regulated.

Under additional discussion, Commissioner Edwards shared that the Board can provide the Master Plan prior to the tour. County Administrator McCoy discussed that counties are awaiting receipt of community disaster funds and shared that as a proactive measure, the county has hired a program manager to manage the complex process and program. He noted that the County's methodology will be updated based upon the legislation's guidelines. Chairman Cohilas shared that the county supports the proposed Chehaw Park's Enabling Legislation.

Chairman Dukes advised that the city and county have a conversation to ensure understanding of the city's plans for Chehaw and reminded the Commission to let the Delegation know of any support needed (for topics discussed or future needs).

After no further concerns were presented in the meeting, the County Commission members were dismissed at 12:19 p.m.

Jawahn Ware, County Clerk

DOUGHERTY COUNTY COMMISSION

DRAFT

REGULAR MEETING MINUTES

December 16, 2019

The Dougherty County Commission met in Room 100 of the Albany-Dougherty Government Center on December 16, 2019. Chairman Christopher Cohilas presided. Commissioners present were Victor Edwards, Gloria Gaines, Russell Gray, Lamar Hudgins, Clinton Johnson, and Anthony Jones. Also present were County Administrator Michael McCoy, Assistant County Administrator Scott Addison, County Attorney Spencer Lee, County Clerk Jawahn Ware, other staff and representatives of the media.

After the invocation and Pledge of Allegiance, the Chairman called for approval of the November 18 Regular Meeting and November 25 Work Session minutes.

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

The Chairman recognized Sheriff Kevin Sproul to introduce new Chief Deputy Terron Hayes and announced the retirement of Chief Deputy Robert Daniels who served the County for 45 years.

The Chairman recognized Assistant County Administrator Scott Addison to introduce the new Solid Waste Director, Campbell Smith to the Commission.

The Chairman recognized Chief Kenneth Johnson to introduce the newly promoted personnel in the Dougherty County Police department to the Commission: Assistant Chief Tateshea Irving; Captain Anthony Rogers; Lieutenant Tamiko Whitlock, Lieutenant Byron Hill; Sergeant David Flick, Sergeant Porsha Olive and Corporal James Covey. Captain Dan McMullen was absent. Based upon questioning from Commissioner Gaines, Chief Johnson provided an update on the Rolling Thunder Operation, a highway traffic enforcement initiative.

The Chairman recognized County Administrator Michael McCoy to provide the 2019 Dougherty County Commission Year End Review to the Board. The marketing video that was done in collaboration with the City of Albany was also discussed.

The Chairman opened the public hearing for Robert K. Taylor, applicant, Robert K. and Linda Taylor owner; request to rezone 1.49 acres from C-2c (General Mixed-Use Business District Conditional) and R-1 (Single-Family Residential District) to C-2 (General Mixed-Use Business District). The property is located at the northeast quadrant of Gillionville Rd and Weymouth Dr. The property address is 1900-1902 Weymouth Rd. The Planning Commission recommended approval. Mary Teter, Planning Manager, addressed. Mr. Fent Nash from Nash Engineering spoke and presented additional information regarding the site layout. Mr. Ren Barrow was present to

address any questions; there were none. There being no additional individuals to speak in favor of or opposition to the application, the Chairman closed the public hearing.

The Chairman called for consideration the acceptance of the proposal for professional services to conduct a salary study from Whit, Perrin, Wright Consulting, LLC. (Jasper, GA) in the amount of \$30,000. Funding is budgeted in the General Fund.

Commissioner Johnson moved for approval. Commissioner Jones seconded the motion. The motion passed with five ayes and two nays by Commissioner Hudgins and Commissioner Gray.

The Chairman called for consideration of the recommendation from the Economic Development Commission to fund the turn lane improvements at the Albany-Dougherty Industrial Park from HTS Construction (Albany, GA) in the amount of \$72,170.33. Construction of the turn lane improvements will be on US Hwy 82 at the entrance to Georgia Pacific. Funding is available in SPLOST V - Albany-Dougherty Industrial Park. County Administrator Michael McCoy and EDC President Justin Strickland addressed. Chairman Cohilas said that this would be a final build out to complete the project. Mr. Strickland spoke about potential traffic plan and truck routes.

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

The Chairman called for consideration of a resolution providing for the adoption of the Dougherty County Housing Plan.

Commissioner Johnson moved for approval. Upon a second by Commissioner Jones, the motion passed unanimously. Resolution No. 19-074 is entitled:

RESOLUTION TO ADOPT THE
DOUGHERTY COUNTY HOUSING PLAN
WHEREAS, A HOUSING PLAN HAS BEEN DEVELOPED AND CONSISTS OF THE
PRIORITIES OF THE COUNTY NEEDED TO GUIDE THE HOUSING ACTIVITIES OF
DOUGHERTY COUNTY; AND
WHEREAS, THE COUNTY COMMISSION HAS OBTAINED PUBLIC INPUT IN THE
DEVELOPMENT OF THE PLAN TO DETERMINE THE PRIORITIES FOR THE COUNTY;
AND
WHEREAS, THE COMMISSION HAS IDENTIFIED A TARGET AREA WITHIN THE
COUNTY AND DESIRES TO ADOPT THE DOUGHERTY COUNTY HOUSING PLAN TO
ADDRESS IDENTIFIED HOUSING ISSUES;
BE IT RESOLVED BY THE DOUGHERTY COUNTY BOARD OF COMMISSIONERS,
THAT THE COUNTY HEREBY ADOPTS THE HOUSING PLAN TO FULFILL THE
HOUSING PRIORITIES OF THE COUNTY.

The Chairman called for consideration of the proposed board appointments. The following board appointments were made:

Upon nomination by Commissioner Gray, applicant Sonya Johnson was unanimously appointed to fill the vacated position of Walter Sharp for a three-year term ending December 31, 2022 on the Citizens Transportation Committee.

Upon nomination by Commissioner Johnson, applicant Sonya Johnson was unanimously appointed to fill the vacated position of Larry Thomas for a one-year term ending December 31, 2020 on the Southwest Georgia Housing Task Force.

The Chairman called for consideration of the zoning application for Robert K. Taylor, applicant, Robert K. and Linda Taylor owner; request to rezone 1.49 acres from C-2c (General Mixed-Use Business District Conditional) and R-1 (Single-Family Residential District) to C-2 (General Mixed-Use Business District). The property is located at the northeast quadrant of Gillionville Rd and Weymouth Dr. The property address is 1900-1902 Weymouth Rd. The Planning Commission recommended approval.

Commissioner Johnson moved for approval. Upon a second by Commissioner Gray, the motion passed with six ayes. Commissioner Hudgins recused himself from the vote. The zoning resolution is as follows:

All that certain tract or parcel of land situate lying and being part of Lot 19 of Fieldstone Subdivision, part Land Lot 77 of the Second Land District of Dougherty County, Georgia and being more particularly described as follows:

Begin at the intersection of the northeast R/W miter of Gillionville Road and Weymouth Drive and go N00-50'53"E a distance of 120.25'; go thence N01-15'28"E a distance of 69.13'; go thence S89-00'07"E a distance of 287.55'; go thence S00-43'12"W a distance of 68.88'; go thence S00-57'34"W a distance of 157.98'; go thence N85-28'03"W a distance of 2.67'; go thence N89-43'13"W a distance of 236.10'; go thence N49-43'35"W a distance of 63.62' returning to the Point of Beginning.

Said tract or parcel of land contains 1.49 acres more or less.

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

CHAIRMAN

ATTEST:

CLERK
APPROVED:

It was announced that the next meeting of the Commission will be January 6, 2020.

There being no further business to come before the Commission, the meeting adjourned at 10:32 a.m.

CHAIRMAN

ATTEST:

COUNTY CLERK



PROCUREMENT RECOMMENDATION

DATE: January 2, 2020

TITLE: Radium Springs Trailhead Phase 1

DEPARTMENT: DOCO Public Works

REFERENCE NUMBER: 20-021

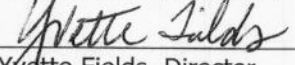
ACCOUNT NUMBER: SPLOST VII

OPENING DATE: 12/19/2019

BUDGETED AMOUNT:

BUYER: Joshua Williams

DEPARTMENT CONTACTS: Jawahn Ware


Yvette Fields, Director

RECOMMENDATION:

Recommend contracting with **Artesian Contracting of Albany, Georgia** to work on phase 1 of the Radium Springs Trailhead project for DOCO Public Works for a total expenditure of **\$474,234.70**.

BACKGROUND INFORMATION:

Bid Ref. #20-021 was advertised in the local paper, on the local access channel, and the Georgia Procurement Registry. The bid opening was December 19, 2019. Three (3) contractors submitted a bid. The scope of this project is to furnish all labor, materials and equipment necessary to construct a recreational trailhead at the former Radium Springs Golf Course located at the end of Skywater Blvd. The project will include one (1) pre-engineered restroom building, approximately 2,900 square feet of brick pavers, 350 linear feet of concrete bands, 870 square feet of concrete flatwork, benches and kiosk.

Artesian Contracting was the lowest responsive and responsible bidder. The contract time for this project is one hundred & twenty (120) calendar days.

Jeremy Brown, Project Engineer, and Larry Cook, Public Works Director, concur with this recommendation.

COUNTY ADMINISTRATOR ACTION:

☒ APPROVED

☐ DISAPPROVED

☐ HOLD

COMMENTS: _____

1-3-2020
DATE


COUNTY ADMINISTRATOR

List of Documents Attached:

Tabulation Sheet

CENTRAL SERVICES

**CITY OF ALBANY GEORGIA
PROCUREMENT DIVISION
TABULATION OF BIDS**

DEPT: **Radium Springs Trailhead**

OPEN DATE: **12/19/2019**

TIME OF OPENING: 2:30 p.m.

BID REF: **20-021**

Artesian Contracting

413 Flint Avenue

Albany, GA 31701

229-878-0099

229-431-1673

www.artesiancontracting.com

Carlisle Services LLC

230 South Maint Street

Pine Mountain, GA 31822

706-663-9277

706-663-9616

chance.carlisle@carliseservices.com

JHC Corporation

1029 Peachtree Pkwy N #359

Peachtree City, GA 30269

770-487-3258

770-487-4254

jim@jhc-corp.com

QTY	DESCRIPTION	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
	Radium Springs Trailhead		\$ 474,234.70		\$ 511,545.70		\$ 574,645.00
	(Base Bid)						
	Phase 1						
	Alternate Item:		\$ 310,000.00		\$ 267,259.00		\$ 225,000.00
	Self-Constructed Stick						
	built restroom						
	5% Bid Bond		Yes		Yes		Yes
	TOTAL		\$474,234.70		\$511,545.70		\$574,645.00
FOB POINT/TERMS							
DELIVERY TIME							
COMMENTS:							

State of Georgia
County of Dougherty

EMPLOYMENT AGREEMENT

THIS AGREEMENT made and entered into this 6th day of Jan., 2020, by and between the Board of Commissioners of Dougherty County, Georgia, hereinafter called "Employer," as party of the first part, and Kenneth Johnson, hereinafter called "Employee," as party of the second part, both of whom understand and agree as follows:

WITNESSETH:

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

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

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

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

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

Section 1. Duties.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 3. **Salary.**

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

Section 4. **Hours of Work.**

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

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

Section 5. **Annual Leave, Sick Leave, Etc.**

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

Section 6. **Vehicle Use.**

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

Section 7. **General Expenses.**

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

Section 8. **Health Care Benefits & Insurance.**

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

Section 9. **Retirement.**

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

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

Section 10. **Dues and Subscriptions.**

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

Section 11. **Professional Development.**

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

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

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

Section 12. **Bonding.**

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

Section 13. **Indemnification.**

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

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

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

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

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

Section 15. **Notices.**

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

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

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

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

Section 16. **Assignment.**

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

Section 17. **General Provisions.**

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

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

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

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

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

Christopher S. Cohilas, Chairman

Employee:

Kenneth Johnson

Attest:

Clerk
Dougherty County, Georgia

Approved as to form:

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

**State of Georgia
County of Dougherty**

EMPLOYMENT AGREEMENT

THIS AGREEMENT made and entered into this 6th day of January 2020, by and between the Board of Commissioners of Dougherty County, Georgia, hereinafter called “Employer,” as party of the first part, and Michael A. McCoy hereinafter called “Employee,” as party of the second part, both of whom understand and agree as follows:

WITNESSETH:

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

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

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

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

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

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

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

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

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

SECTION 1. DUTIES.

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

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

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

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

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

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

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

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

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

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

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

SECTION 2. TERMINATION AND SEVERANCE PAY.

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

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

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

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

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

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

SECTION 3. SALARY.

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

SECTION 4. HOURS OF WORK.

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

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

SECTION 5. ANNUAL LEAVE, SICK LEAVE, ETC.

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

SECTION 6. VEHICLE ALLOWANCE.

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

SECTION 7. GENERAL EXPENSES.

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

SECTION 8. HEALTH CARE BENEFITS & INSURANCE.

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

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

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

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

SECTION 9. RETIREMENT.

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

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

SECTION 10. DUES AND SUBSCRIPTIONS.

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

SECTION 11. PROFESSIONAL DEVELOPMENT.

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

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

SECTION 12. BONDING.

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

SECTION 13. INDEMNIFICATION.

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

SECTION 14. OTHER TERMS AND CONDITIONS OF EMPLOYMENT.

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

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

SECTION 15. NOTICES.

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

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

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

SECTION 16. ASSIGNMENT.

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

SECTION 17. GENERAL PROVISIONS.

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

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

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

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

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

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

Board of Commissioners of
Dougherty County, Georgia

Christopher Cohilas

Employee:

Michael A. McCoy