



Board of Commissioners
Agenda
3rd Floor Historic Courthouse
225 N. Broad Street
November 22, 2016
6:00 p.m.

- A. Call to Order
- B. Invocation
- C. Pledge of Allegiance
- D. Approval of Minutes
 - a. November 8, 2016 Board Meeting
 - b. November 14, 2016 Public Hearing – 2017 Budget
- E. Public Hearing
 - a. Steve O’Neal, Comprehensive Plan
- F. Awards and Presentations
 - a. Lee Webb, Metcalfe Project Update
- G. Old Business
 - a. Sheriff R. Carlton Powell, Pay Increases
 - b. Ratify 7,500 gallons of Diesel B Purchase 11/11/16, Petroleum Products \$1.5870 per gallon
 - c. Ratify Georgia Department of Natural Resources Contract
- H. Zoning/Preliminary Site/Final Plat Approval/Variances
- I. New Business
- J. Open Meeting to Citizens
- K. Reports
 - a. Manager
 - b. County Attorney
 - c. Committee

- L. Closed Session (if needed)
- M. Appendix
- N. Adjourn

Minutes
Historic Courthouse, Board Chambers, 3rd Floor
November 8, 2016, 9:00 a.m.
225 North Board Street

The Thomas County Board of Commissioners met on the above date in a regular scheduled meeting at 9:00 a.m. at the Historic Courthouse, Commission Chambers, with the following board members present:

Kenneth E. Hickey, Chairman, Dist. 3	Phillip V. Brown, Vice-Dist. 7
Merrill E. Baker, Jr., Dist. 1	Moses Gross, Vice-Chairman, Dist. 2
Mark NeSmith, Dist. 4	Hershel P. Ansley, Dist. 5
Wiley E. Grady, Dist. 6	J. Elaine Mays, Dist. 8

Staff present was Michael J. Stephenson, County Manager, Bruce Warren, County Attorney, Twink Monahan, County Clerk, and Toyna Brooks, Board Secretary. Media present was Patti Dozier, Times-Enterprise.

Commissioner Grady gave in invocation and led the Pledge of Allegiance to the Flag.

Chairman Hickey recognized Commissioner Mays who made a motion to approve minutes from the October 11 and October 25, 2016 board meetings as corrected. The motion was seconded by Commissioner Brown. Motion carried unanimously; Chairman Hickey, Vice-Chairman Brown, Commissioners Baker, Grady, Gross, Ansley, NeSmith and Mays voting aye.

Chairman Hickey declared a Public Hearing to receive public comments on appeal 16-11-1, Tony Odom Appeal of administrative decision not to allow a dog kennel in R-3 Residential Property, 263 Crowley Spur Road (Map 44, Parcel 60 A) 6 acres. Chairman Hickey stated that each side, the citizens in favor and those opposed to the appeal, have a total of 10 minutes to present their reasons.

Chairman Hickey recognized Bill Eddings, Inspections and Zoning Director. Mr. Eddings stated that Mr. Odom requested an application to construct a dog kennel at 263 Crowley Spur Road. This property is zoned R3 which does not allow for a 20 dog kennel. The R3 zoning allows up to 4 animals. A 20 dog kennel is classified as a commercial business.

Chairman Hickey recognized Tony Odom, the appellant. Mr. Odom explained that it is his plan to construct a 20 dog kennel so that he can train the dogs. There will be a separate septic tank, air-conditioned kennels, slab foundation.

Chairman Hickey recognized Pete Thomas, Jr. who spoke in favor of the kennel. Mr. Thomas said that Tony Odom is a good neighbor and sees no problem arising from the kennels. Mr. Mike King also spoke in favor of the kennel. Mr. King said that he is the closest neighbor living on the surrounding properties.

Mr. Odom stated in answer to board members questions that the kennel is sound proof, the dogs are run 4 times per day and the building is 52' x 24'.

Chairman Hickey recognized O B White. Mr. White stated that he has 39 years in the business in Thomas

County and he is going to help construction Mr. Odom's kennel. The kennel proposed is a first class operation.

Commissioner Grady asked what if the situation changes and there is a new owner. Mr. Warren, County Attorney, stated that the owners are bound to conditions set by the board.

Chairman Hickey recognized Sarah Jackson. Ms. Jackson owns property across the dirt road from the site. The land has no home on it now but it has the highest land elevation in the area and is an excellent building site for the future. It is peaceful and quiet and allowing a kennel of this size is setting a precedent for others. Ms. Jackson stated for these reasons she is against allowing for a business to be built on this property.

Chairman Hickey recognized Karen Jackson. The property Sara Jackson is speaking of is the homestead for the Gibson Family. Mr. Karen Jackson stated that her grandfather has turned down several offers to buyers who wish to change the acreage to Commercial on the US 319 side of the property. Any change for the R3 zoning will have increased traffic, noise and visual intrusion.

Commissioner NeSmith asked Bill Eddings if the variance is granted would the landowner have to go through your office with the building plan. Mr. Eddings stated that he would have to present plans and follow the usual procedure. There is a state license that he would need in order to operate a kennel.

The board heard various procedure opinions and differences.

Chairman Hickey closed the public hearing.

Chairman Hickey recognized Commissioner NeSmith stated that Mr. Odom has gone through due process and made a motion to grant his appeal, 16-11-1 allowing a 20 dog kennel in a R3 district and proceed with the construction according to the local county ordinance. The motion was seconded by Commissioner Ansley. Motion carried by a 7 to 1 vote; Chairman Hickey, Vice-Chairman Brown, Commissioners Baker, Gross, NeSmith, Ansley, and Grady voting aye. Commissioner Mays voted nay.

Chairman Hickey recognized Dr. Ervin Davis. Dr. Davis presented a program for life style intervention that work with childhood obesity and seeking sponsors for the program. This organization is a cross section of Americans in a worldwide organization. There is a free concert to the public on December 3 at Brookwood School, Hines-Watt Hall.

Chairman Hickey recognized Commissioner Mays who made a motion to award the engineering contract for the 2016 CDBG-Foxcroft, to Goodwyn, Mills, Cawood. The motion was seconded by Commissioner NeSmith. Motion carried unanimously; Chairman Hickey, Vice-Chairman Brown, Commissioners Baker, Gross, NeSmith, Ansley, Grady and Mays voting aye.

Mr. Robert Ramsey of Goodwyn, Mills, Cawood and thanked the board for the award. He also said that he has an engineer scheduled to be on-site tomorrow.

Chairman Hickey recognized Commissioner Grady who made a motion to approve the extension of the moratorium on solar installations for six (6) months until 5/10/2017. The motion was seconded by

Commissioner Mays. Motion carried unanimously; Chairman Hickey, Vice-Chairman Brown, Commissioners Baker, Gross, NeSmith, Ansley, Grady and Mays voting aye.

Tony Wooten, Public Works Director, gave the board an update concerning the Airport Road Bridge. The bridge had to be closed due to an automobile accident damaging the bridge railings. Further stating the bridge was scheduled for replacement when funds were available. Commissioner NeSmith said that SPLOST, General Funds or Airport Funds could be used for the project. Southern Concrete submitted 3 options for the bridge. 1) \$227,000 BFI to determine piling length and Thomas County responsible for the cost of pile over-runs, furnish bridge deck, guardrail, striping, engineering, environmental permits, paving and any fees. Start time within 2 weeks 2) \$197,940 same as 1) except use test piling 3) Triple box culverts, county would base, pave and grass. Start time 2-3 months. Staff recommended Option 2).

Chairman Hickey recognized Vice-Chairman Brown who made a motion to declare an emergency situation and expedite getting the road to the airport opened contracting with Southern Concrete. The motion was seconded by Commissioner Mays. Motion carried unanimously; Chairman Hickey, Vice-Chairman Brown, Commissioners Baker, Gross, NeSmith, Ansley, Grady and Mays voting aye.

Chairman Hickey recognized Commissioner NeSmith who made a motion to fund the bridge from the Airport Funds. The motion was seconded by Commissioner Mays. Motion carried unanimously; Chairman Hickey, Vice-Chairman Brown, Commissioners Baker, Gross, NeSmith, Ansley, Grady and Mays voting aye.

Chairman Hickey recognized Commissioner Grady who made a motion to declare the list of equipment, vehicles, and miscellaneous items in the agenda packet surplus, salvage and recyclable. The motion was seconded by Commissioner Mays. Motion carried unanimously; Chairman Hickey, Vice-Chairman Brown, Commissioners Baker, Gross, NeSmith, Ansley, Grady and Mays voting aye.

Chairman Hickey recognized Commissioner Gross who made a motion to approve submittal of the 2018 DOT Transit application. The motion was seconded by Vice-Chairman Brown. Motion carried unanimously; Chairman Hickey, Vice-Chairman Brown, Commissioners Baker, Gross, NeSmith, Ansley, Grady and Mays voting aye.

Chairman Hickey recognized Lauren Basford from the Thomasville Thomas County Chamber of Commerce. Ms. Basford commended the board concerning the Citizens' Academy program that is offered annually. Commissioner commended the Chamber for the changes in the Chamber Awards Banquet.

County Manager Michael Stephenson pointed out that included in the materials today is a budget summary and the budget public hearings are scheduled to start on November 14 at 9:00. Recent years have shown that the hearing will only be for one day though two more days have been set aside if needed. The recommendation show no property tax increase for 2017. The capital requests from the departments are listed in the summary. There will also be an Unincorporated Services Fund set up in the county's chart of accounts.

Chairman Hickey recognized Commissioner Mays who made a motion to approve the Purchasing Committee's recommendation to purchase road side herbicides from Meherrin Ag for \$10,900. The motion was seconded by Commissioner NeSmith. Motion carried unanimously; Chairman Hickey, Vice-Chairman Brown, Commissioners Baker, Gross, NeSmith, Ansley, Grady and Mays voting aye.

Chairman Hickey recognized Commissioner Mays who made a motion to approve the Purchasing Committee's recommendation to purchase rock as needed from A Mining. The motion was seconded by Commissioner NeSmith. Motion carried unanimously; Chairman Hickey, Vice-Chairman Brown, Commissioners Baker, Gross, NeSmith, Ansley, Grady and Mays voting aye.

Chairman Hickey recognized Commissioner Mays who made a motion to approve the Purchasing Committee's recommendation to award TransAmerica Insurance for the Health Insurance Programs stop-loss carrier. The motion was seconded by Commissioner Grady. Motion carried unanimously; Chairman Hickey, Vice-Chairman Brown, Commissioners Baker, Gross, NeSmith, Ansley, Grady and Mays voting aye.

Chairman Hickey recognized Commissioner Grady who made a motion to approve Lang Mechanical LLC to make repairs and adjustments to the boiler at the Judicial Center. The motion was seconded by Commissioner Mays. Motion carried unanimously; Chairman Hickey, Vice-Chairman Brown, Commissioners Baker, Gross, NeSmith, Ansley, Grady and Mays voting aye.

Upcoming meetings and events were announced. Road Committee – 11/16, Personnel Committee 12/15, Veterans' Parade 11/8, Equipment Demonstration 11/10 at 8:45.

Commissioner Mays made a motion to adjourn. The motion was seconded Commissioner Gross. Motion carried unanimously; Chairman Hickey, Vice-Chairman Brown, Commissioners Baker, Gross, NeSmith, Ansley, Grady and Mays voting aye.

Kenneth E. Hickey, Chairman

ATTEST:

M. Twink Monahan, Clerk

Public Hearing Notice

Thomas County is conducting a Public Hearing to begin the Thomas County Comprehensive Plan on **November 22nd 2016 at 6 pm** at the **Thomas County Historic Courthouse (225 N. Broad St. 3rd Floor, Thomasville, GA)**. The current plan will expire on June 30, 2018. In accordance with the Georgia Minimum Standards and Procedures for Local Comprehensive Planning (O.C.G.A. Chapter 110-12-1), each community must conduct a public hearing prior to the start of the planning process.

The purpose of this hearing is to brief the community on the process to be used to develop the plan, opportunities for public participation in development of the plan, and to obtain input on the proposed planning process. Once public comments have been addressed, the community may begin the process of developing the plan.

Copies of the current Comprehensive Plan are available
at: <http://www.swgrcplanning.org/comprehensive-plans.html>

Questions should be directed to Thomas County Commissioners Office Tel: (229) 225-4100. Or, alternatively call Steve O'Neil, Southwest Georgia Regional Commission, 229-522-3552 ext.1616.



FUEL BIDS



DATE OF BID: November 11, 2016

Base Prices Only

VENDOR	GAS B 87 OCTANE CONVENTIONAL UNLEADED 7,500 GALLONS	DIESEL B ULTRA-LOW SULFUR 7,500 GALLONS
PETROLEUM PRODUCTS Harold Jackson 229-226-8354 Fax 229-228-7694		1.5870
PLANTATION PETROLEUM Kim Chason 229-226-5600 Fax 229-228-9611		1.6485

Approved by Elaine Mays on 11/11/16 @ 8:35 A.M.

Ratify at the November 22, 2016 Meeting

**INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN
THE GEORGIA DEPARTMENT OF NATURAL RESOURCES
AND THOMAS COUNTY**

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement"), made this ____ day of **Month 2016** (hereafter referred to as "Effective Date") by and between the **GEORGIA DEPARTMENT OF NATURAL RESOURCES**, an agency of the State of Georgia (hereinafter referred to as the "Department"), and **THOMAS COUNTY** a County Government in the State of Georgia (hereinafter referred to as the "County").

WITNESSETH:

WHEREAS, the Department is charged to sustain, enhance, protect and conserve Georgia's natural, historic and cultural resources and County is devoted to providing recreational opportunities for residents and visitors; and

WHEREAS, Department and County both desire to provide recreational target shooting sports opportunities and promote interest in the safety, skills and discipline of the shooting sports; and

WHEREAS, both parties desire to work together to provide recreational target shooters with a place to practice safe, responsible firearms handling and promote healthy, life-long learning recreation by designing, building and operating an outdoor shooting range (hereinafter referred to as the "Range") on property owned by County; and

WHEREAS, pursuant to 1983 GA. CONST., ART. 9, SEC. 3, PARA. 1, the Department and the County may contract for any period not exceeding 50 years with each other for the provision of services, or for the joint or separate use of facilities or equipment.

NOW, THEREFORE, for and in consideration of the mutual public benefit and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1.

CONSTRUCTION COST FUNDING

The Department will reimburse the County for up to Eight-Hundred Thousand dollars (\$800,000) of the approved construction costs of the Range through federal funds in accordance with the terms and conditions of the grant agreement and its associated documents. A copy of the grant agreement and associated documents is attached hereto as Exhibit 1 and is incorporated herein by reference.

2.

MATCH FUNDS

The County agrees to contribute Six-Hundred Thousand dollars (\$600,000) (the "Match Funds") through a combination of direct funding or in-kind services on the Range that directly relate to the construction and support of the use of the Range for recreational target shooting. The County agrees that all construction and procurement activities related to the Range site will comply with Georgia's public procurement laws. The value of the County's in-kind services relating to the Range must be approved by the Department in order for such in-kind services to be used as Match Funds. The County may elect, but is not required, to contribute funding in excess of the Match Funds for the construction of amenities consistent with the final layout and design of the Range approved by the Department.

3.

DESIGN AND LOCATION OF THE RANGE

The County desires to construct a Range on a mutually agreed upon site (hereinafter referred to as the "Site"). The project Site consisting of approximately 61.6 acres is located approximately 4-miles outside Thomasville, Georgia located at 30°48'45.25"N and 83°54'50.41"W and shown in Exhibit 2. The Range shall consist of all improvements and any other facilities constructed, placed or located on Department property and managed by County pursuant to this Agreement. The parties hereby agree to establish a working group to advise the Department on the layout and design of Ranges to be constructed at the Site. The working group shall include, at a minimum, representatives from the Department, the County, and the design engineer, and may include a Department consultant. The working group shall be advisory only. The Department shall be solely responsible for approving the final layout and design for the Ranges. The County agrees to implement the final layout and design for the Ranges as approved by the Department. If the County and the Department cannot reach an accord on layout and design of the Ranges, this Agreement may

be terminated for convenience by either party upon written notice to the other party.

4.

CONSTRUCTION AND OVERSIGHT

Once the final layout and design of the Range are approved as provided in Section 3 of this Agreement, the County agrees to commence construction of the Range within 180 days and to complete construction within 730 days after this agreement is signed by both parties. The County will construct the Range on the Site in accordance with layout, designs, plans and procedures approved by the Department and that adhere to the federal grant construction requirements set forth in Exhibit 1 (grant agreement). An authorized representative appointed by the Department and the NGMA shall serve on a joint committee in order to make construction and long-term management recommendations regarding the Ranges affecting public access and use, including fee structure, access to the public and operating schedules in order to meet the obligations of the federal grant. To be binding on the parties, any such recommendations of the committee must be reviewed and approved by Region 4 Wildlife Restoration Grant Coordinator for Georgia, and then approved in writing by the Wildlife Resources Division Director or designee and the Director of NGMA or designee.

5.

INDEPENDENT CONTRACTORS AND RISK MANAGEMENT

The parties are independent contractors, and neither acts as agent or other representative of the other. This Agreement shall not be construed as creating between the parties a partnership, joint venture or any other form of legal association which per se would impose liability upon one party for the actions or failures to act of the other party. Neither party has, and shall not have, any power, nor will either party represent that it has any power, to bind the other party or to assume or create any obligation or responsibility on behalf of the other party. The County shall be responsible to the Department from the date this Agreement becomes effective for all injury to persons or damage of any kind to property, real or personal, resulting from any negligent act or omission or breach, failure or other default regarding the use of the Site by the County, or any of its subtenants, its contractors, its agents, employees or others working at the direction of the County or on the County's behalf to the extent that Department suffers any loss therefrom.

6.

DAMAGE OR DESTRUCTION

In the event the Range is damaged or destroyed, partially or totally, from any cause whatsoever, whether or not such damage or destruction is covered by any insurance required to be maintained by the County pursuant to this Agreement, the County shall repair, restore, and rebuild the Range to its condition existing immediately prior to such damage or destruction and this Agreement shall continue in full force and effect. Such repair, restoration and rebuilding (all of which are herein called the "repair") shall be commenced within a reasonable time after such damage or destruction and shall be diligently prosecuted to completion. There shall be no abatement of any other obligation of the County hereunder by reason of such damage or destruction. In the event that the insurance proceeds are insufficient to cover the cost of the repair, then any amount in excess thereof required to complete the repair shall be paid by the County.

7.

REPORTING REQUIREMENTS

The County shall provide the Department with interim reports and a final report regarding the construction of the Range. These reports shall be in the format specified by the Department and shall be in accordance with guidelines regarding the receipt of Federal Funds. The County shall provide the Department with any other reports necessary for compliance with the federal grant.

8.

OPERATION OF THE RANGE

The County will be the owner and manager of the Range and will be responsible for operating and maintaining the Range. The County agrees to operate the Range to be open and available to the general public for the uses designated herein for the duration of the Agreement. The County shall keep the Range in good order and repair and shall be responsible for all repairs, maintenance and replacement, interior and exterior, structural and nonstructural, ordinary and extraordinary and foreseen and unforeseen, to the Range. All costs and expenses necessary for the repair, maintenance and operation of the Range shall be the sole responsibility of the County. The County's obligations hereunder shall include, but are not limited to, the following:

- (A) To erect signs at the Site that acknowledges the participation of the County, the Department and the Wildlife Restoration Program.
- (B) To put, keep and maintain all interior and exterior portions of the Range, including but not limited to any sidewalks, parking areas and passageways adjoining the same in a clean and orderly condition.

- (C) To be responsible for all maintenance, repairs, and clean-up of the Range, including without limitation sign maintenance, facility maintenance, weeding and mowing.
- (D) To pay the utility costs of the Range (power and water) and the cost of refuse disposal.
- (E) To maintain a public access road to the Range during the Term of this Agreement.
- (F) To keep the Range open for public use year-round and at all times that are reasonable for use of the recreational target shooting public.
- (G) To provide police and fire protection for the Range.

9.

USE OF THE RANGE

The County shall use the Range as a public outdoor shooting range for the purposes of providing recreational target shooting and to promote interest in the safety, skills and discipline of the shooting sports; and to assist participants in developing knowledge, skills and appreciation of shooting sports to result in safe, responsible, sport firearms handling and to promote healthy, life-long learning. The Premises shall not be used for any other purpose or for any illegal purpose. The County agrees that all revenue from any authorized user fees and sales of supplies, equipment, and services associated with the Range may only be used to offset operation and maintenance costs of the Range.

10.

CONSIDERATION

10.1 For and as partial consideration for the receipt of funds from the Department for the Range, the County agrees to keep each and every term and condition of this Agreement required to be kept by the County.

10.2 For and in partial consideration for the receipt of funds from the Department for the Range, the County agrees to provide for, at no cost to the Department beyond the reimbursement of construction funds described in Section 1 of this Agreement, the construction of all improvements and renovations necessary for the equipping, operation and maintenance of the Range as a shooting sports range.

11.

DURATION

This Agreement is governed by the federal grant agreement attached hereto as Exhibit 1. This Agreement shall be for a term of twenty-five (25) years

beginning on the Effective Date and ending at 11:59 P.M., prevailing legal time in Atlanta, Georgia, on the day immediately preceding the twenty-fifth (25th) anniversary of the Effective Date, unless sooner terminated as hereinafter provided. The parties hereby acknowledge and agree that the term of this Agreement equals or exceeds the useful life of the Range. Notwithstanding the Agreement term specified above, the parties agree that cost share commitments and associated tracking and reporting shall pertain only to period of time established for construction of the Range but that program income shall be tracked and reported for the life of the Range or the full term of the Agreement, whichever is shorter.

12.

NOTICES

Notices, requests, demands and other communications provided for hereunder shall be in writing or sent by facsimile transmission to the facsimile number indicated below (which shall be followed by an immediate telephone call to confirm delivery); mailed by first class United States certified mail, return receipt requested; delivered by overnight carrier (such as, but not limited to, UPS, Federal Express or DHL); or personally delivered to the applicable party at the addresses indicated:

In case of the County, to:

Commissioner
P.O. Box 920
116 West Jefferson Street
Thomasville, GA 31799
Facsimile: (229) 226-3430
Confirmation: (229) 225-4100

In case of Department, to:

Commissioner
Department of Natural Resources
2 Martin Luther King, Jr. Dr. SE
Suite 1252, East Tower
Atlanta, Georgia 30334
Facsimile: (404) 656-0770
Confirmation: (404) 656-3500

Or at such other address, facsimile or telephone number as time to time is designated by party receiving the notice.

13.

MODIFICATIONS AND AMENDMENTS

No modification of or amendment to this Agreement shall be binding on either party hereto unless such modification or amendment shall be in writing and signed by authorized representatives of both the Department and the County.

14.

GRANTS

The Department understands that the County may seek various grants and the Department agrees to cooperate fully with such efforts including, without limitation, execution of any necessary documents showing the County's right of use of the Range to obtain such grants.

15.

RIGHT TO INSPECT RANGE

The Department reserves the right and the County agrees to permit representatives of the Department to enter the Range at all reasonable times for the purposes of inspecting the Range and determining compliance with this Agreement.

16.

GENERAL PROVISIONS OF THIS AGREEMENT

16.1 The brief headings or titles preceding each section herein are merely for the purpose of section identification, convenience and ease of reference, and shall be completely disregarded in the construction of this Agreement.

16.2 All time limits stated herein are of the essence of this Agreement.

16.3 Each of the provisions of this Agreement shall apply, extend to, be binding upon and inure to the benefit or detriment of the Department and the County, to the authorized successors and assigns of the Department and the County, and shall be deemed and treated as real covenants running with the Site during the term of this Agreement.

16.4 No failure of either party to exercise any right or power given to the other party under this Agreement, or to insist upon strict compliance by the other party with the provisions of this Agreement, and no custom or practice of the Department or the County at variance with provisions of this Agreement shall constitute a waiver of the County or the Department's right to demand exact and strict compliance by the other with the terms and conditions of this Agreement.

16.5 All rights, powers and privileges conferred by this Agreement upon the Department and the County shall be cumulative, and not restrictive, of those given by law.

16.6 If any provisions in this Agreement or any portion thereof should be ruled void, invalid, or unenforceable or contrary to public policy by any court of competent jurisdiction then any remaining portions of such provisions and all other provisions of this Agreement shall survive and be applied, and any invalid portion shall be construed or reformed to preserve as much of the original words, terms, purpose and intent as shall be permitted by law.

16.7 Should any provision of this Agreement require judicial interpretation, it is agreed and stipulated by and between the parties hereto that the court interpreting or construing the same shall not apply a presumption that the provisions hereof shall be more strictly construed against one party by reason of the rule of construction that an instrument is to be construed more strictly against the party who prepared the same.

16.8 In the enjoyment of the rights and privileges herein granted by the Department to the County, the County shall at all times comply with all applicable laws of the State of Georgia and of the United States, all applicable rules and regulations promulgated pursuant to any and all such laws, and all applicable local ordinances, including, but not limited to, codes, ordinances, and standards of the County, now or hereafter promulgated, and all applicable local rules and regulations and standards promulgated pursuant to such codes and ordinances. The County shall not in its use and occupancy of the Range discriminate on the basis of race, gender, color, national origin, religion, age or disability. This provision may be enforced by termination of the Agreement, by injunction, and by any other remedy available at law to the Department.

16.9 The parties represent that they have the right, power and authority to enter into this Agreement and that no further approvals, permissions, or consents of any sort from any persons or entities are necessary for them to enter into this Agreement.

16.10 Each party certifies that it will comply with all applicable provisions of the Georgia Security and Immigration Compliance Act, O.C.G.A. § 13-10-90 et seq., during the term of this Agreement.

17.

INSURANCE

17.1 Insurance Certificates. The County shall procure and maintain at all times during the term of this Agreement the insurance coverages identified below through commercial insurance or approved self-insurance at the County's

own expense and shall furnish the Department an insurance certificate listing the Department as the certificate holder. The insurance certificate must provide the following:

- (a) Name and address of authorized agent
- (b) Name and address of insured
- (c) Name of insurance company(ies)
- (d) Description of policies
- (e) Policy Number(s)
- (f) Policy Period(s)
- (g) Limits of liability
- (h) Name and address of Department as certificate holder
- (i) Signature of authorized agent
- (j) Telephone number of authorized agent
- (k) Mandatory forty-five (45) days notice of cancellation/non-renewal (See 17.2(a) below).

17.2 Policy Provisions. Each of the insurance coverages required below, procured through commercial insurance, (i) shall be issued by a company licensed by the Insurance Commissioner to transact the business of insurance in the State of Georgia for the applicable line of insurance, and (ii) shall be an insurer (or, for qualified self-insureds or group self-insureds, a specific excess insurer providing statutory limits) with a Best Policyholders Rating of "A" or better and with a financial size rating of Class V or larger. Each such policy shall contain the following provisions:

(a) The insurance company agrees that the policy shall not be canceled, changed, allowed to lapse, or allowed to expire until forty-five (45) days after the Department has received written notice thereof as evidenced by return receipt of registered letter or until such time as other insurance coverage providing protection equal to protection called for in this contract shall have been received, accepted, and acknowledged by the Department. The policy shall not be subject to invalidation as to any insured by reason of any act or omission of another insured or any of its officers, employees, agents or other representatives ("Separation of Insureds"). Each Insurer is hereby notified that the statutory requirement that the Attorney General of Georgia shall represent and defend Department, State of Georgia, their employees and officers remains in full force and effect and is not waived by any policy of insurance. The Attorney General of Georgia shall represent and defend the Department, State of Georgia, their employees and officers. In the event of litigation, any settlement on behalf of the Department, State of Georgia, their employees and officers must be expressly approved by the Attorney General. The County and its insurance carrier may retain, but are not obligated to retain, counsel to assist with the defense of the Department, State of Georgia, their employees and officers, in which case there will be mutual cooperation between the Attorney General and such counsel.

(b) Self-insured retention, except for qualified self-insurers or group self-insurers, in any policy shall not exceed Ten Thousand Dollars (\$10,000.00).

17.3 Insurance Coverages. The County agrees to purchase through commercial insurance or approved self-insurance and have the authorized agent state on the insurance certificate that the following types of insurance coverages, not inconsistent with the policies and requirements of O.C.G.A § 50-21-37 have been procured by the County. The minimum required coverages and liability limits are as follows:

(a) Commercial General Liability Insurance. The County shall provide Commercial General Liability Insurance (1993 ISO Occurrence Form or equivalent), which shall include, but need not be limited to, coverage for bodily injury and property damage arising from premises and operations liability, personal injury liability, fire coverage and contractual liability. The Commercial General Liability Insurance shall provide at minimum the following limits:

Coverage	Limit
1. Premises and Operations	\$1,000,000 per occurrence
2. Personal injury	\$1,000,000 per occurrence
3. General Aggregate	\$2,000,000 per policy
4. Contractual	\$1,000,000 per occurrence

Additional Requirements for Commercial General Liability Insurance:

The policy or policies must be on an "occurrence" basis.

(b) Insurance on Premises: The County shall at all times have in place insurance coverage covering improvements and fixed equipment against "all risks" including, but not limited to, loss or damage by fire, lightning, explosion, windstorm or hail, smoke, aircraft, watercraft, vehicles, vandalism, sprinkler leakage, sinkhole collapse, volcanic action, earthquake, flood, falling objects, water damage, theft or collapse. Such insurance shall name the Department and the County as insureds as their interests may appear.

17.4 Termination of Obligation to Insure. Unless otherwise expressly provided to the contrary, the obligation to insure as provided herein shall not terminate until the end of the Term of this Agreement, as such Term may be renewed, modified or extended, or the County shall have vacated the Premises, whichever is the later.

17.5 Failure of Insurers. The County is responsible for any delay resulting from the failure of its insurance carriers or self-insurance program to furnish proof of proper coverage in the prescribed form, or for the insolvency or financial failure of such insurance carriers or self-insurance program.

18.

TERMINATION

This Agreement may not be terminated for convenience. In the event either of the parties hereto is not in compliance with any of the provisions of this Agreement and has failed to correct the non-compliance within thirty (30) days after receiving written notice thereof at the address set forth above, the other party may terminate this Agreement by giving seven (7) days written notice to the party not in compliance. Termination for non-compliance will not preclude the enforcement of any rights under this Agreement. In the event the Department terminates this Agreement for non-compliance by the County, the parties hereby agree that the Department, in its sole discretion, may elect to require the County to reimburse it on a pro rata basis of 1/25 of the funds provided to it by the Department pursuant to this Agreement multiplied by the number of years remaining in this agreement for the actual cost of the Range up to Eight-Hundred Thousand dollars (\$800,000).

19.

INVOICING AND PAYMENT

County shall submit cost-reimbursable invoices at a frequency not to exceed monthly. Each invoice for payment must reference the Contract Number, County's tax identification number, and be itemized to identify the activities and costs being billed. The Department will make every reasonable effort to pay the invoice within thirty (30) calendar days of receipt upon approval of the invoice by the Department. The Department reserves the right to inspect the work described on any invoice before issuing payment.

Each invoice should be mailed to the following address:

Department of Natural Resources
Attention: Sonja Daniels
2070 US Highway 278 SE
Social Circle, Georgia 30025

IN WITNESS WHEREOF, the Department and the County, acting by and through their duly authorized hereinafter named officers, have caused these presents to be signed, sealed and delivered all as of the date hereof.

**GEORGIA DEPARTMENT OF NATURAL
RESOURCES**

By: _____
Commissioner

THOMAS COUNTY

By: _____
Michael J. Stephenson

Exhibit 1 (Federal Grant Agreement)