



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:

November 11, 2019 Work Session

Documents received after 4:00 p.m., November 8, 2019 are not included.

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

Sincerely,

Jawahn E. Ware
County Clerk



WORK SESSION – NOVEMBER 11, 2019

Draft 4 jw

**Albany-Dougherty Government Center
222 Pine Ave, Room 120, Albany, GA 31701**

10 AM

AGENDA

A. CALL MEETING TO ORDER BY CHAIRMAN CHRISTOPHER COHILAS.

B. 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):

1. **County Extension Coordinator James Morgan and 4-H Youth Development /County Extension Agent Jazmin Thomas present to update the Commission with the Quarterly Report.**

C. ITEMS FOR DISCUSSION FOR THE REGULAR MEETING SCHEDULED NOVEMBER 18, 2019:

1. Minutes of the October 21 Regular Meeting, October 25 Special and October 28 Work Session. **See Minutes.**

2. Zoning Discussion –

- a. **Jessica Fields, applicant, Hartridge Farms, LLC owner; request to rezone 106.639 acres from R-1 (Single-Family Residential District) to AG (Agricultural District). The property has about 680' of frontage on the north side of Old Dawson Rd. and about 194' of frontage on the cul-de-sac of Spring Hill Dr. The property address is 5913 Old Dawson Rd. The Planning Commission recommends denial. Mary Teter, Planning Manager, will address. The Public Hearing and Action are scheduled for November 18, 2019. See Zoning a.**
- b. **Lakeside Baptist Church, owner and applicant request to rezone 6.0 acres from R-1 (Single-Family Residential District) to C-2 (General Mixed-Use Business District). The property address is 2806 N. Jefferson St. The Planning Commission recommends approval. Mary Teter, Planning Manager, will address. The Public Hearing and Action are scheduled for November 18, 2019. See Zoning b.**

<See Next Page>

3. **Recommendation to accept the proposal to upgrade the landfill gas collection and control system for Solid Waste** from the lowest most responsive and responsible vendor, **Advance One Development, LLC** (Charlotte, NC) **in the amount of \$371,116.** Four proposals were received. Funding is budgeted in the **Solid Waste Enterprise Fund.** Assistant County Administrator Scott Addison will address. City of Albany Buyer Kim Allen is present. **See Purchases #1.**
4. **Recommendation to purchase two (2) 2020 F-350 Type 1 Ambulances** for the **EMS Department** from the state contract vendor **Wade Ford** (Smyrna, GA), **in the amount of \$152,426 each for a total expenditure of \$304,852.** Funding is budgeted in the **SPLOST VII – EMS Ambulances & Equipment.** Assistant County Administrator Scott Addison will address. EMS Director Sam Allen, Assistant EMS Director Richard Roberts, City of Albany Procurement Manager Mike Trotter and City of Albany Buyer Tina Strassenberg are present. **See Purchases #2.**
5. **Recommendation to purchase one (1) 2020 F-150 4x4 Super Cab SSV Truck** for the **EMS Department** from the state contract vendor **Wade Ford** (Smyrna, GA), **in the amount of \$31,621.** Funding is budgeted in the **SPLOST VII – EMS Vehicles.** Assistant County Administrator Scott Addison will address. EMS Director Sam Allen, Assistant EMS Director Richard Roberts, City of Albany Procurement Manager Mike Trotter and City of Albany Buyer Tina Strassenberg are present. **See Purchases #3.**
6. **Recommendation to accept the proposal to replace the HVAC Unit** in the office of **Superior Court Judge Darrisaw**, from **RHC Heating & Cooling** (Albany, GA) **in the amount of \$21,170.** Three quotes were obtained with the highest being \$22,774.91. Funding is available in **SPLOST VII- Judicial Building Improvements.** Assistant County Administrator Scott Addison will address. Facilities Management Director Heidi Minnick is present. **See Purchases #4.**
7. **Recommendation to authorize up to \$20,000** for the consulting services of **Wood PLC**, (Ron Huffman) for the **Radium Springs Master Plan Implementation.** Funding is budgeted in the **General Fund.** County Administrator Michael McCoy will address. **See Purchases #5.**

8. **Recommendation to reallocate funding to not exceed \$400,000 for the Northwest Library Parking Lot in SPLOST VI and SPLOST VII.** Assistant County Administrator Scott Addison and Library Director Pauline Abidde will address.

9. **Recommendation to approve the list of roads to be resurfaced with the FY 2020 Local Maintenance & Improvement Grant (LMIG) funds (\$435,824), SPLOST VII- 2020 Resurfacing funds (\$425,000) and T-SPLOST (\$2,000,000).** Public Works Director Larry Cook will address. Project Engineer Jeremy Brown is present. **See Other #1.**

D. ITEMS FROM THE COUNTY ADMINISTRATOR.

E. ITEMS FROM THE COUNTY ATTORNEY.

F. ITEMS FROM THE COUNTY COMMISSION.

G. 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

October 21, 2019

The Dougherty County Commission met in Room 100 of the Albany-Dougherty Government Center on October 21, 2019. Chairman Christopher Cohilas presided. Commissioners present were Victor Edwards, Russell Gray, Lamar Hudgins, Clinton Johnson and Anthony Jones. Also present were Assistant County Administrator Scott Addison, County Attorney Spencer Lee, County Clerk Jawahn Ware, other staff and representatives of the media. County Administrator Michael McCoy and Commissioner Gloria Gaines were absent.

After the invocation and Pledge of Allegiance, the Chairman called for approval of the September 23 Regular Meeting and September 30 Work Session Minutes.

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

The Chairman opened the Public Hearing for two zoning considerations. The first was for Willis John Wright, Jr, applicant, MRA Concrete/Precast, LLC owner; request to rezone 1.73 acres from C-1 (Neighborhood Mixed-Use Business District) to C-3 (Commercial District). The property fronts the south side of Leary Rd., approximately 235 ft. to the west of the intersection of Leary Rd. and Vanderbilt Dr; the property address is 3108 Leary Road. The Planning Commission recommended denial. The second was for Willis John Wright, Jr, applicant, MRA Concrete/Precast, LLC owner; Special Approval request to operate a precast concrete facility in the C-3 (Commercial District). The property fronts the south side of Leary Rd., approximately 235 ft. to the west of the intersection of Leary Rd. and Vanderbilt Dr; the property address is 3108 Leary Road. The Planning Commission recommended denial. Mary Teter, Planning Manager, addressed both.

Upon a question by Commissioner Johnson, Mary confirmed that the planning staff recommended approval with prohibited use but the Planning Commission recommended denial to the County Commission. She also clarified for Commissioner Hudgins that Code Enforcement monitors special zoning conditions. Citizen Mary Watson spoke in opposition of the approval. She presented to the Commission pictures of the potential dangerous intersection and a petition with signatures of 50 people in opposition to the change. Billy Wright with MRA Construction Inc. spoke in favor of the approval because of existing manufacturing use. He provided pictures and supportive information regarding the existing neighborhood and asked for it be noted that Ms. Watson's neighborhood is 1.2 miles away from the facility. He presented diagrams of the process, equipment and the facility. Also, he provided information that countered Ms. Watson's concerns. Citizen Michelle Lambert did not sign the sign in sheet; but lives behind the proposed facility and opposed the approval due to safety and noise and believed that this would cause a negative impact to the residential area. She stated existing companies were on the other side of the road. Matt Austin spoke in favor of the rezone due to the operations that were already occurring

in the neighborhood. After viewing the area, he discovered several operations similar to what was being presented for rezoning and felt that the rezone use would blend in with the current flow of operations. There being no one to speak further in favor of or opposition to the proposal, the Chairman closed the Public Hearing.

The Chairman called for consideration of the purchase of two 2020 Ford F150 Crew Cab SSV Pickups for the Sheriff's Office Juvenile Court deputies from the state contract holder Wade Ford (Smyrna, GA), in the amount of \$28,484 each for a total expenditure of \$56,968. Funding is budgeted in SPLOST VII –Department Vehicles.

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

The Chairman called for consideration of the purchase of two 2020 Ford F150 Crew Cab SSV Pickups in the amount of \$28,484 each, two Pursuit Explorers in the amount of \$35,404 each and one 2020 Explorer 4dr in the amount of \$38,000 for the Sheriff's Office from the state contract holder Wade Ford (Smyrna, GA) for a total expenditure of \$165,776. Funding is budgeted in SPLOST VII – Sheriff's Department Vehicles.

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

The Chairman called for consideration of the purchase of five Pursuit Utility Vehicle Explorers in the amount of \$32,686 each and one 2020 Explorer 4dr in the amount of \$38,000 for the Dougherty County Police Department from the state contract holder Wade Ford (Smyrna, GA) for a total expenditure of \$201,430. Funding is budgeted in SPLOST VII – County Police Vehicles.

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

The Chairman called for consideration of the purchase of furniture for the Southwestern Regional Drug Enforcement Office from Flint Office Furniture (Albany, GA) for state contract pricing in the amount of \$25,490.95. Funding is reimbursable from the Criminal Justice Coordinating Council (CJCC) Grant. Assistant County Administrator Scott Addison addressed.

Commissioner Jones moved for approval. Commissioner Edwards seconded the motion. Under discussion, Commissioner Johnson asked if this would be County furniture in which Mr. Addison would provide clarification for at a later time. The motion passed unanimously. Later, GBI Special Agent Joe Chesnut clarified that the furniture would belong to the County.

The Chairman called for consideration of the recommendation from Superior Court to apply for the FY 2020 accountability court funding program reimbursement grant from the Criminal Justice Coordinating Council agency in the amount of \$48,450.85 for the mental health treatment of ASPIRE participants.

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

The Chairman called for consideration of the acceptance of the proposed joint City/County C.W. Heath Park Capital Improvement project in the amount of \$123,400. The County will provide \$89,400 from CIP and the City will contribute \$34,000. The parking lot costs are based on the current material pricing for crushed asphalt and does not include any drainage or potential utility concerns.

Commissioner Jones moved for approval. Commissioner Edwards seconded the motion. Commissioner Gray offered an alternative motion to cap the County's portion at \$89,400 because of the additional cost. Commissioner Johnson seconded the motion. The substitute motion passed unanimously.

The Chairman called for consideration of a resolution authorizing the Southwest Georgia Regional Commission (SWGRC) to apply for grant resources for the FY 2020 Community HOME Investment Program (CHIP) on behalf of Dougherty County.

Commissioner Jones moved for approval. Upon a second by Commissioner Johnson, the motion passed unanimously. Resolution 19-060 is entitled:

A RESOLUTION

ENTITLED

A RESOLUTION PROVIDING FOR THE SUBMISSION OF AN APPLICATION TO THE STATE OF GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS FOR A FY 2020 COMMUNITY HOME INVESTMENT PROGRAM (CHIP) GRANT; PROVIDING FOR THE USE OF THE SERVICES OF THE SOUTHWEST GEORGIA REGIONAL COMMISSION FOR THE DEVELOPMENT AND PREPARATION OF THE FY 2020 COMMUNITY HOME INVESTMENT PROGRAM CHIP GRANT APPLICATION; PROVIDING FOR THE USE OF THE SERVICES OF THE SOUTHWEST GEORGIA REGIONAL COMMISSION TO ADMINISTER SAID GRANT APPLICATION, IF AWARDED; REPEALING RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT HERewith; AND FOR OTHER PURPOSES.

The Chairman called for consideration of a resolution providing for the approval of the Subrecipient Agreement between the Georgia Department of Community Affairs (DCA) and Dougherty County for the Community Development Block Grant – Disaster Recovery Program in the amount of \$300,000. DCA is the Grantee for the CDBG-DR Grant funds and will distribute money to eligible counties and cities as Subrecipients to directly administer programs and activities. There was several comments made commending a job well done from staff.

Commissioner Edwards moved for approval. Upon a second by Commissioner Johnson, the motion passed unanimously. Resolution 19-061 is entitled:

A RESOLUTION
ENTITLED
A RESOLUTION PROVIDING FOR THE APPROVAL AND
EXECUTION BY DOUGHERTY COUNTY OF A SUBRECIPIENT
AGREEMENT BETWEEN DOUGHERTY COUNTY AND THE
GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS FOR THE
PROVISION OF THE COMMUNITY DEVELOPMENT BLOCK GRANT
– DISASTER RECOVERY HOMEOWNER REHABILITATION AND
RECONSTRUCTION PROGRAM; REPEALING RESOLUTIONS OR
PARTS OF RESOLUTIONS IN CONFLICT HERewith; AND FOR
OTHER PURPOSES.

The Chairman called for consideration of two zoning considerations. The first was for the zoning application of Willis John Wright, Jr, applicant, MRA Concrete/Precast, LLC owner; request to rezone 1.73 acres from C-1 (Neighborhood Mixed-Use Business District) to C-3 (Commercial District). The property fronts the south side of Leary Rd., approximately 235 ft. to the west of the intersection of Leary Rd. and Vanderbilt Dr; the property address is 3108 Leary Road. The Planning Commission recommended denial. The second was for the Special Approval request of Willis John Wright, Jr, applicant, MRA Concrete/Precast, LLC owner; to operate a precast concrete facility in the C-3 (Commercial District). The property fronts the south side of Leary Rd., approximately 235 ft. to the west of the intersection of Leary Rd. and Vanderbilt Dr; the property address is 3108 Leary Road. The Planning Commission recommended denial.

Commissioner Johnson motioned to table due to the additional information provided. Commissioner Edwards seconded the motion. Attorney Lee provided clarification of the time frame for these items to be voted on. The motion to table was passed with five ayes and one nay by Commissioner Hudgins. After the vote, it was clarified that the considerations will to be brought back to the Board at the next Regular Meeting.

Commissioner Jones announced the Paint the City Pink event sponsored by the City of Albany Parks & Recreation Department on the upcoming Friday. The parking deck is a potential contingent rain location.

Commissioner Edwards asked Chief Johnson to address concerns regarding Dougherty County Police Department officers parking in remote/closed business locations and requested that the officers park in existing businesses to complete paperwork. Chief Johnson shared that this request can be done immediately. Commissioner Edwards also asked that lights be placed on Mac Ewen Dr. /Caldwell Dr. or for the County owned road to be closed.

Commissioner Johnson asked if there was a countywide jay walking policy. Chairman Cohilas said we could revisit this issue later and shared that pedestrian education will be needed especially with the planned trails.

There being no further business, the Commission adjourned at 10:57 a.m.

ATTEST:

CHAIRMAN

COUNTY CLERK

DOUGHERTY COUNTY COMMISSION
SPECIAL CALLED MEETING MINUTES

DRAFT

October 25, 2019

The Dougherty County Commission met for a Special Called Meeting in Room 100 of the Albany-Dougherty Government Center on October 25, 2019. Vice Chairman Anthony Jones called the meeting to order. Commissioners present were Victor Edwards, Russell Gray, Lamar Hudgins and Clinton Johnson. 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. Chairman Christopher Cohilas and Commissioner Gloria Gaines were absent.

The Chairman called for consideration of a resolution providing for the application for the Georgia Transportation Infrastructure Bank (GTIB) Grant for road reconstruction on Newcomb Road. This is a 33% grant (\$366,666.67) that requires a 66% local match (\$733,333.33). Assistant County Administrator Scott Addison addressed. Mr. Addison said that the project amount is \$1.1 million and is the same grant awarded for the Radium Springs project that is being completed. Our match would come out of SPLOST VI. Mr. McCoy shared that Dougherty County has an improvement plan that would have included the current road improvement; after a notice to apply and seek the grant opportunity was received the County is desiring to seek approval for the grant.

Commissioner Gray moved for approval. Upon a second by Commissioner Johnson, the motion carried unanimously.

The Chairman called for consideration of the recommendation from the County Attorney to enter into Executive Session for the purpose of discussing real estate and then to adjourn.

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

There being no further business to discuss the Commission entered into executive session at 10:45 a.m.

CHAIRMAN

ATTEST:

COUNTY CLERK

DOUGHERTY COUNTY COMMISSION

DRAFT

WORK SESSION MINUTES

October 28, 2019

The Dougherty County Commission met in Room 120 of the Albany-Dougherty Government Center on October 28, 2019. Chairman Christopher Cohilas presided. Commissioners present were Victor Edwards, Gloria Gaines, Russell Gray, 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. Commissioner Lamar Hudgins was absent.

The Chairman recognized Tommie and Tiffany Terrell, Executive Directors, A Better Way Grocers, to provide an update to the Commission on their mobile grocery store. Chairman Cohilas asked that staff contact Planning & Development Director Paul Forgey to see if there was a model ordinance that could help grocers and similar businesses better serve the community.

The Chairman asked the Commission to review the minutes of the October 7 Regular Meeting and October 14 Work Session.

The Chairman called for discussion of a recommendation to purchase upgraded software for security cameras at the Dougherty County Jail from Montgomery Technology Systems, LLC (Greenville, AL), in the amount of \$44,500. Funding is budgeted in SPLOST VII – Jail Facility Improvements. Chief Jailer John Ostrander addressed. The current vendor has the software and the request is to use them to perform the upgrade.

The Chairman called for discussion of a recommendation to accept the proposal to replace the Main Air Handler and Condensing Unit for the Tallulah Massey Library, from RHC Heating & Cooling (Albany, GA) in the amount of \$22,035.54. Three quotes were obtained with the highest being \$26,512.61. Funding is available in SPLOST VII- Library Building Improvements. Assistant County Administrator Scott Addison addressed. Facilities Management Director Heidi Minnick was present. Commissioner Johnson asked Commissioner Jones to speak to the Library Board regarding their future plans to expand the size of the Tallulah Massey building.

The Chairman called for discussion of a recommendation to purchase an equipment shed for Public Works from Smith-Built (Dawson, GA) in the amount of \$43,310.70. Two quotes were received with the highest being \$51,562. Funding is budgeted in SPLOST VI. Assistant County Administrator Scott Addison addressed. Public Works Director Larry Cook was present.

The Chairman called for discussion of a recommendation to accept the update for the Radium Springs Master Plan. County Administrator Michael McCoy, Consultant Ron Huffman and Urban Planner Anna Johnson addressed and provided a projects overview for the Radium Springs Recovery Plan, Radium Springs Trailhead and Radium Springs Master Plan. DNR Fisheries Management Supervisor Rob Weller was present. Mr. McCoy provided an update on

funding to include a grant received to complete the trailhead. There was consensus by the Commission to adopt the plans. The Chairman did not oppose having the Recreation Committee meet with Mr. Huffman to discuss alternatives of the plan. Mr. McCoy reminded the Board that funding for consulting services would be needed. Mr. Weller reminded the Board to be mindful of the [limited water] resources particularly in Radium Springs. Discussion was held pertaining to other ideas and concerns. Attorney Lee and Mr. Weller shared that agreements with the state would have to be signed for the use of property.

Commissioner Edwards asked about the status of building the County morgue. Mr. McCoy shared that it was a SPLOST VII project and he was working with Corner Michael Fowler to identify a location. Commissioner Jones shared his concerns about the recent youth shooting. He would like an update from County Extension Coordinator James Morgan to find out what programs were being utilized with 4H because he had not seen any activities to address afterschool programs. Commissioner Johnson commended staff for the hard work that has been done.

After there was no further business to come before the Commission, the meeting adjourned at 11:37 a.m.

CHAIRMAN

ATTEST:

COUNTY CLERK



MEMORANDUM

Date: November 8, 2019
To: The Board of County Commissioners
From: Albany Dougherty Planning Commission
Subject: #19-069 Zoning (5913 Old Dawson Rd.)

Jessica Fields (19-069) has submitted an application to the Albany Dougherty Planning Commission requesting that the official Zoning Map of Dougherty County be amended to rezone 106.639 acres from R-1 (Single-Family Residential District) to AG (Agricultural District). The property has about 680' of frontage on the north side of Old Dawson Rd. and about 194' of frontage on the cul-de-sac of Spring Hill Dr. The property address is 5913 Old Dawson Rd. The property owner is Hartridge Farms, LLC; the applicant is Jessica Fields.

Sandford Hillsman offered a motion to recommend denial to rezone 106.639 acres from R-1 (Single-Family Residential District) to AG (Agricultural District); seconded by Yvonne Jackson; the motion carried 6-2 with the following votes.

Chairman, William Geer	Tie or quorum
Vice Chair, Billy Merritt	No
Jimmy Hall	Yes
Aaron Johnson	Yes
Art Brown	No
Sanford Hillsman	Yes
Yvonne Jackson	Yes
Helen Young	Absent
Hampton Smith	Yes
Charles Ochie	Yes

STAFF ANALYSIS AND REPORT APPLICATION #19-069 REZONING



OWNER/APPLICANT:

Hartridge Farms, LLC (Owner)
Jessica Fields (Applicant)

LOCATION:

5913 Old Dawson Rd.
Tax Parcel 011-2/00000/14A

CURRENT ZONING/USE:

Zoning:
Use:

R-1 (Single-Family Residential District)
Vacant

PROPOSED ZONING/USE:

Zoning:
Use:

AG (Agricultural District)
Single Family Dwelling

ZONING/ADJACENT LAND USE:

North: Zoning:
Land Use:
South: Zoning

R-1, R-G (Single-Family Residential Districts)
Single Family Dwellings, Terrell County
R-1 (Single-Family Residential District),
AG (Agricultural District)

Land Use:

Single Family Dwellings, Vacant Property

West: Zoning:
Land Use:

R-1 (Single-Family Residential District)
Single Family Dwellings, Vacant Property

East: Zoning:
Land Use:

R-1 (Single-Family Residential District)
Single Family Dwellings, Vacant Property

MEETING INFORMATION:

Planning Commission:
Public Hearing/Final Vote:

11/07/19, 2:00 P.M., 240 Pine Avenue, Rm.380
11/18/19, 10:00 A.M., 222 Pine Avenue, Rm.100

RECOMMENDATION:

Conditional Approval

BASIC INFORMATION

The applicant requests to rezone 106.639 acres, located in Spring Hill Estates Subdivision, from R-1 (Single-Family Residential District) to AG (Agricultural District). The applicant plans to develop the property for a home site with limited non-commercial farming to include some livestock, horses (R-1 District allows for two horses), and cultivation of hay (about ten acres).

PHYSICAL CHARACTERISTICS AND INFRASTRUCTURE

This area is not served by public water and sanitary sewer. Development will require septic tank and well approval by Dougherty County Environmental Health Department. The property does not lie within the 100-year floodplain; however, wetlands are present. The topography is flat with scattered depressions. Access is from Old Dawson Rd. at its southern boundary and Spring Hill Drive at the northeastern boundary of the property.

RELEVANT ZONING HISTORY

Planning Department records indicate that the subject property and adjacent area to the north of Old Dawson Rd. was rezoned to R-1 in 1987 from its original AG designation. The latest rezoning (2016) was for property fronting the cul-de-sac of Spring Hill Dr. from R-1 to R-G (Single-Family Residential District, County Only). The area to the south of Old Dawson Rd. has retained its original AG designation.

PLANNING CONSIDERATIONS

Listed below are several issues for consideration in evaluating this rezoning application.

1. *Will the rezoning proposal permit a use that is suitable in view of the use and development of adjacent and nearby property?*

Rezoning will allow the applicant to develop the property for a home site to include limited non-commercial agricultural activities. The AG designation will allow the applicant to have some livestock, horses (current zoning allows two horses regardless of total acres), and growing of hay on about ten acres. The AG designation would also allow for a timber farm.

The subject property is located in the middle of a residential subdivision (Spring Hill Estates) north of Old Dawson Rd. between Tallahassee Rd. and Spring Hill Dr. The type of agricultural activities proposed should be suitable for this area, which is located within a rural setting.

2. *Will the rezoning proposal adversely affect the existing use or usability of adjacent or nearby property?*

Commercial farming operations typically generate dust, noise, and odors, which can cause compatibility problems with adjacent residential areas. If farming is limited to non-

commercial activities, compatibility should not be an issue. The size of the property is large enough to support limited non-commercial farming while maintaining a rural (open space) character.

3. *Does the property to be affected by the rezoning proposal have a reasonable economic use as currently zoned?*

The property is zoned R-1 for single-family residences, which is a reasonable economic use. Completion of the subdivision would require infrastructure.

4. *Will the rezoning proposal result in a use that will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities or schools?*

- **Impact on Utilities:** The proposed use will not impact utilities.
- **Impact on the School System:** The proposed use will not impact the school system.
- **Impact on Transportation Network:** Staff estimates that the impact of the rezoning on the surrounding transportation network would be as follows:

Trip Generation: Based on information from **Trip Generation, 10th Edition, (2018)**, it is estimated that a single family residence could generate nine (9) daily weekday trips.

Road Improvements: According to the **FY 2018-2021 Transportation Improvement Program** and the **Dougherty Area Regional Transportation Study 2040**, no state or federally funded projects are proposed for the area.

Road Classifications: Streets that provide access to the subject property are classified accordingly:

- Old Dawson Road is classified as an Rural Minor Collector from Byron Plantation Rd. to Tallahassee Rd.
- Spring Hill Dr. is classified as a Rural Local Road

Public Transit Routes: Albany Transit does not serve this area.

Accident Information: Information from the Albany/Dougherty Traffic Engineering Division indicates that the property **is not** near a high-accident location.

Analysis: No adverse impact to the surrounding transportation network is anticipated as a result of the proposed use.

5. *Is the rezoning proposal in conformity with the policy and intent of the Albany-Dougherty Comprehensive Plan for Development (2026)?*

The **Future Land Use Map** recommends that the subject property and the area north of Old Dawson Rd. continue as low-density residential housing (average 1 to 4 units per acre). The AG designation does not follow this recommendation for residential

development. However, the AG District allows for one single-family residence for every 50 acres. In the instance case, two residences would be allowed on the property, which represents low-density development.

6. *Are there other existing or changing conditions affecting the use and development of the property that provide grounds for approval or disapproval of the rezoning proposal as submitted?*

Rezoning to AG will allow for non-commercial farming activities and limited livestock, which should be in keeping with the rural character of the area.

Staff has not identified further changing conditions affecting the use and development of the property that provide grounds for approval or disapproval of the rezoning proposal as submitted.

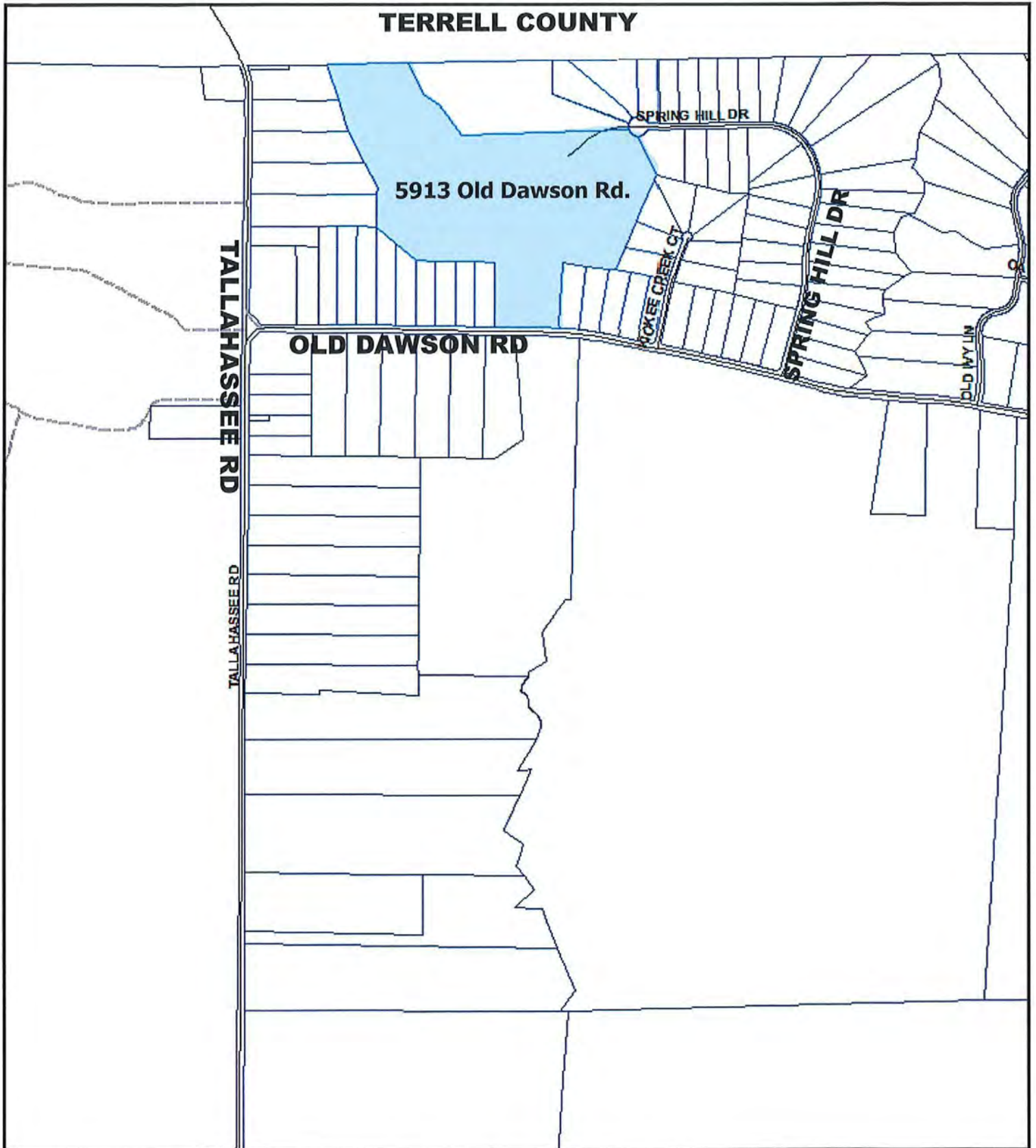
RECOMMENDATION

Staff recommends **approval** to rezone to AG (Agricultural District) with the following condition:

- Commercial agricultural operations are not permitted, except for forestry (timber farm) operations.
- A 100' buffer from all property lines must be maintained. Farming activities are not allowed within this 100' buffer.

LOCATION

TERRELL COUNTY



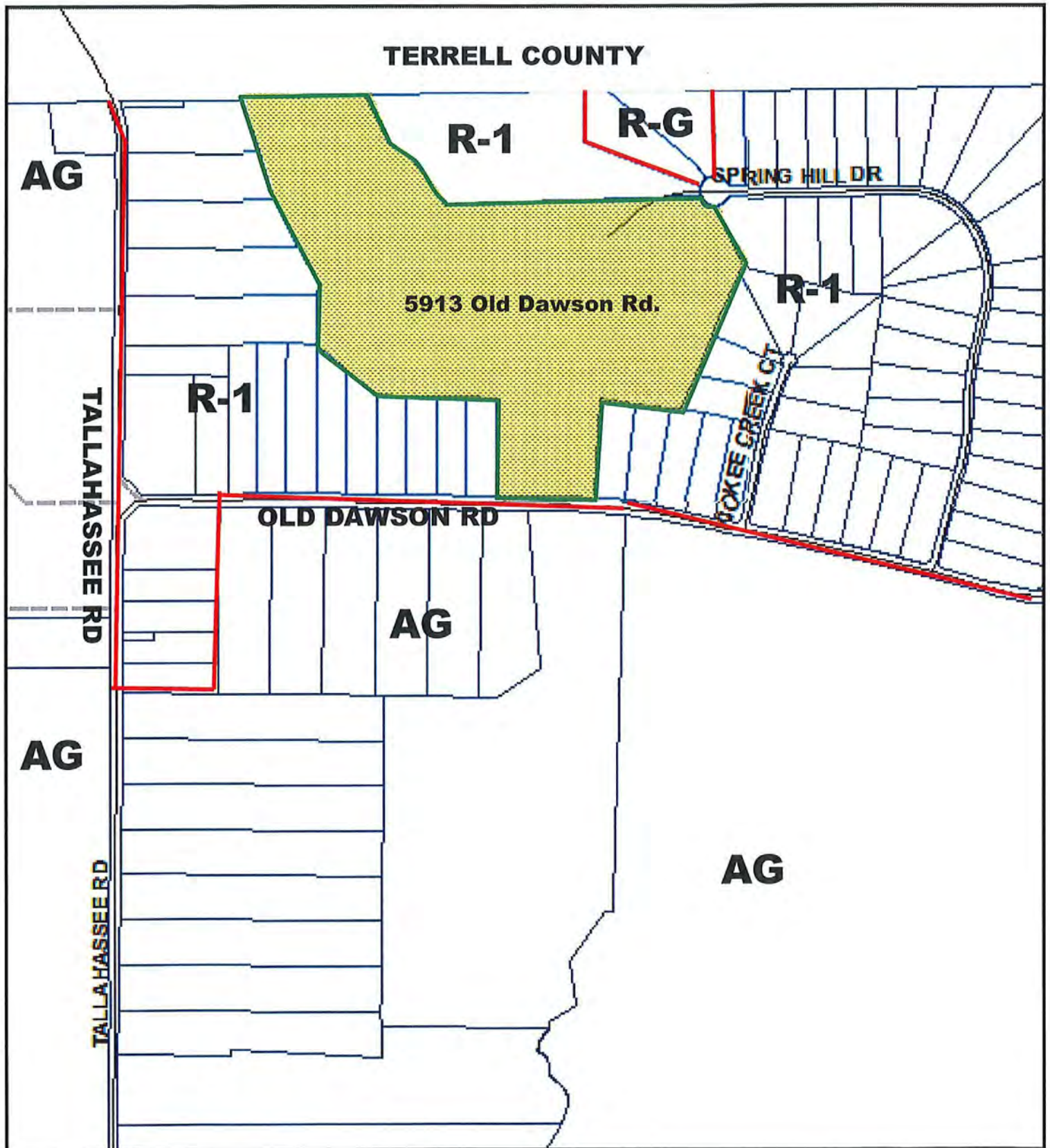
0 425 850

19-069 Rezoning R-1 to AG
5913 Old Dawson Rd.
Owner: Hartridge Farms LLC
Applicant: Jessica Fields

Disclaimer: Albany GIS makes every effort to produce the most accurate information possible. No warranties, expressed nor implied, are provided for the data herein, it's use or interpretation. All data is subject to change



ZONING



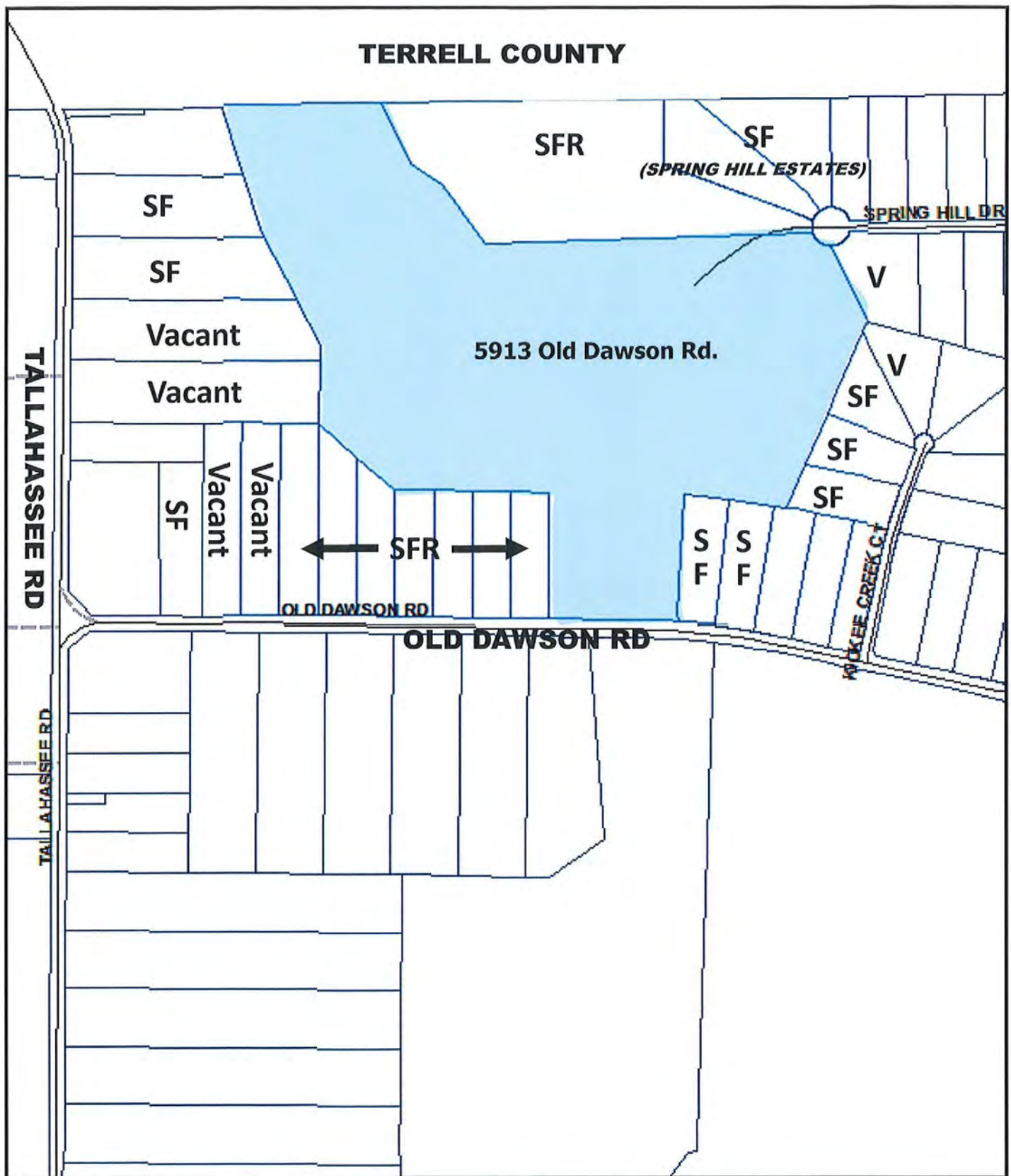
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19-069 Rezoning R-1 to AG
5913 Old Dawson Rd.
Owner: Hartridge Farms LLC
Applicant: Jessica Fields

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LAND USE



0 800 1600



19-069 Rezoning R-1 to AG
 5913 Old Dawson Rd.
 Owner: Hartridge Farms LLC
 Applicant: Jessica Fields

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AERIAL



19-069 Rezoning R-1 to AG
5913 Old Dawson Rd.
Owner: Hartridge Farms LLC
Applicant: Jessica Fields

0 445 850

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APPLICATION TO AMEND THE ZONING MAP OF:

Albany, Georgia Dougherty County, Georgia

Property address: 5913 OLD DAWSON RD
Name of property owner(s): JESSICA FIELDS (HARTRIDGE FARM, LLC)
Mailing address: 5503 OLD DAWSON RD
City: ALBANY State: GA Zip code: 31701 Telephone: (229) 868-4468

Name of applicant: JESSICA FIELDS
Mailing address: 5503 OLD DAWSON RD
City: ALBANY State: GA Zip code: 31701 Telephone: (229) 868-4468

Zoning Classification:

Present zoning district: R-1
Proposed zoning district: AG

Current use: VACANT
Proposed use: SE RESIDENCE

Please attach the following documents:

- A written legal description of the property giving the full metes and bounds description rather than plat reference.
- A copy of the deed verifying ownership status.
- Authorization by property owner form (if the property owner and applicant are not the same).
- A plat showing property lines with lengths and bearings, adjoining streets, locations of existing buildings, north arrow and scale (submit one copy of the plat if it is 11" x 17" or smaller. For larger plats, submit twenty copies).
- An 8" x 11" size map of the area (The map should be the same as the larger map).
- A disclosure of campaign contributions and gifts form.
- Filing fees should be paid when submitting the application. These fees are based on the zoning district that the applicant is applying for, and should be payable to the City of Albany.

This application must be filed by the 10th of the month to be considered for the Planning Commission meeting of the following month.

I hereby authorize the Planning & Development Services Department staff to inspect the premises of the above described property and to place a public notice sign on the premises as required by law. I also hereby depose and say that all statements herein, and attached statements submitted are true and accurate to the best of my knowledge and belief.

Sworn to and subscribed before me this 8 day of August, 2019 ⁽⁺⁾

Signature of applicant: Jessica Fields

Notary Public: [Signature] My commission expires: 7/16/2021

(Staff use)

Posting fee: _____ Date paid: _____ Receipt: _____



VERIFICATION OF OWNERSHIP

Name of all owners: JESSICA FIELDS (HARTWIGGE FARMS, LLC)

Address: 5913 OLD DAWSON RD

City/State/Zip Code: ALBANY, GA 31721

Telephone Number: (229) 868-1468

Property Location (give description if no address):

I am the owner of the property listed above, which is the subject matter of the attached application, as shown in the records of the City of Albany, or Dougherty County.

Jessi Fields
Owner Signature (all owners must sign) Owner Signature (all owners must sign)

Personally appeared before me _____, who has stated that the information on this form is true and correct.

[Signature]
Notary Public

07/16/2021
Date

8/8/2019

In my absence, I authorize the person named below to act as the applicant in the pursuit of action for the attached application.

Name: RON FIELDS

Address: 5503 OLD DAWSON RD

City/State/Zip Code: ALBANY, GA 31721

Telephone Number: (229) 868-1468



APPLICANT/AGENT DISCLOSURE
CAMPAIGN CONTRIBUTIONS
(Required by Title 36, Chapter 67A, Official Code of
Georgia Annotated)

The applicant filed on this date: 08/08/19, to apply for a rezoning
approval affecting described property as follows:

106.639 Acres At 5913 Old Dawson Rd. To AG

Yes ☐ No ☒

☒ Within the last two years preceding the above filing date, the applicant has
made campaign contributions aggregating \$250 or more to a member or members of the
City Commission or County Commission who will consider application number _____.

(Please list the name(s) and official position of the local government official; the dollar
amount; description, and date of each campaign contribution).

I hereby depose and say that all statements herein are true, correct, and complete to
the best of my knowledge and belief.

Sworn to and subscribed before me this 8 day of August, 2019.

Jessie Fields
Signature of Applicant

Lakimbaely Fuentes
Notary Public

Commission expires: 07/16/2021

Legal Description
Property to be rezoned from R-1 to AG

All that certain tract or parcel of land situate lying and being part of Land Lots 12 & 13 of the Second Land District, Dougherty County, Georgia and being more particularly described as follows:

Begin at the northeast corner of lot 1 of Spring Hill Estates Section 7 as recorded in Plat Cabinet 1 Slide C-61G, said point also being on the county line between Terrell County and Dougherty County and from this point go North 89 degrees 14 minutes 31 seconds East along said county line a distance of 827.43 feet; go thence South 26 degrees 01 minute 36 seconds East a distance of 360.20 feet; go thence South 57 degrees 22 minutes 15 seconds East a distance of 199.10 feet; go thence South 35 degrees 19 minutes 47 seconds East a distance of 365.07 feet; go thence North 88 degrees 7 minutes 56 seconds East a distance of 1,697.56 feet to the west side of the cul-de-sac on Spring Hill Drive (60' r/w); go thence Southeasterly along the southwest side of the Cul-de-sac on Spring Hill Drive 134.17 feet along the arc of a curve concave to the Northeast, having a radius of 100.00 feet, a chord bearing of South 52 degrees 19 minutes 13 seconds East and a chord distance of 124.33 feet; go thence South 25 degrees 57 minutes 58 seconds East a distance of 427.17 feet; go thence South 23 degrees 57 minutes 15 seconds West a distance of 1,053.16 feet; go thence North 81 degrees 54 minutes 1 second West a distance of 296.63 feet; go thence North 82 degrees 12 minutes 22 seconds West a distance of 241.62 feet; go thence South 3 degrees 36 minutes 19 seconds West a distance of 628.40 feet; go thence South 41 degrees 3 minutes 24 seconds East a distance of 35.56 feet to the north right-of-way of Old Dawson Road (80' r/w); go thence Westerly along the north right-of-way of Old Dawson Road 206.80 feet along the arc of a curve concave to the South, having a radius of 3,600.24 feet, a chord bearing of North 87 degrees 9 minutes 57 seconds West and a chord distance of 206.77 feet; go thence North 88 degrees 48 minutes 41 seconds West along the north right-of-way of Old Dawson Road a distance of 492.91 feet; go thence North 01 degree 13 minutes 5 seconds East a distance of 653.42 feet; go thence North 88 degrees 46 minutes 5 seconds West a distance of 799.68 feet; go thence North 49 degrees 42 minutes 43 seconds West a distance of 515.03 feet; go thence North 01 degree 11 minutes 24 seconds East a distance of 399.95 feet; go thence North 26 degrees 57 minutes 36 seconds West a distance of 679.09 feet; go thence North 16 degrees 49 minutes 19 seconds West a distance of 663.80 feet to the northeast corner of lot 1 of Spring Hill Estates Section 7, the Terrell County / Dougherty County line, and the point of beginning.

Said tract or parcel contains 106.639 acres.

This being the same property identified as Tract 1 on that certain Minor Subdivision Plat entitled Spring Hill Estates Section IX as recorded in Plat Book 7 Page 26.

PAUL FORTNEY
DIRECTOR OF PLANNING,
DEVELOPMENT SERVICES AND
CODE ENFORCEMENT

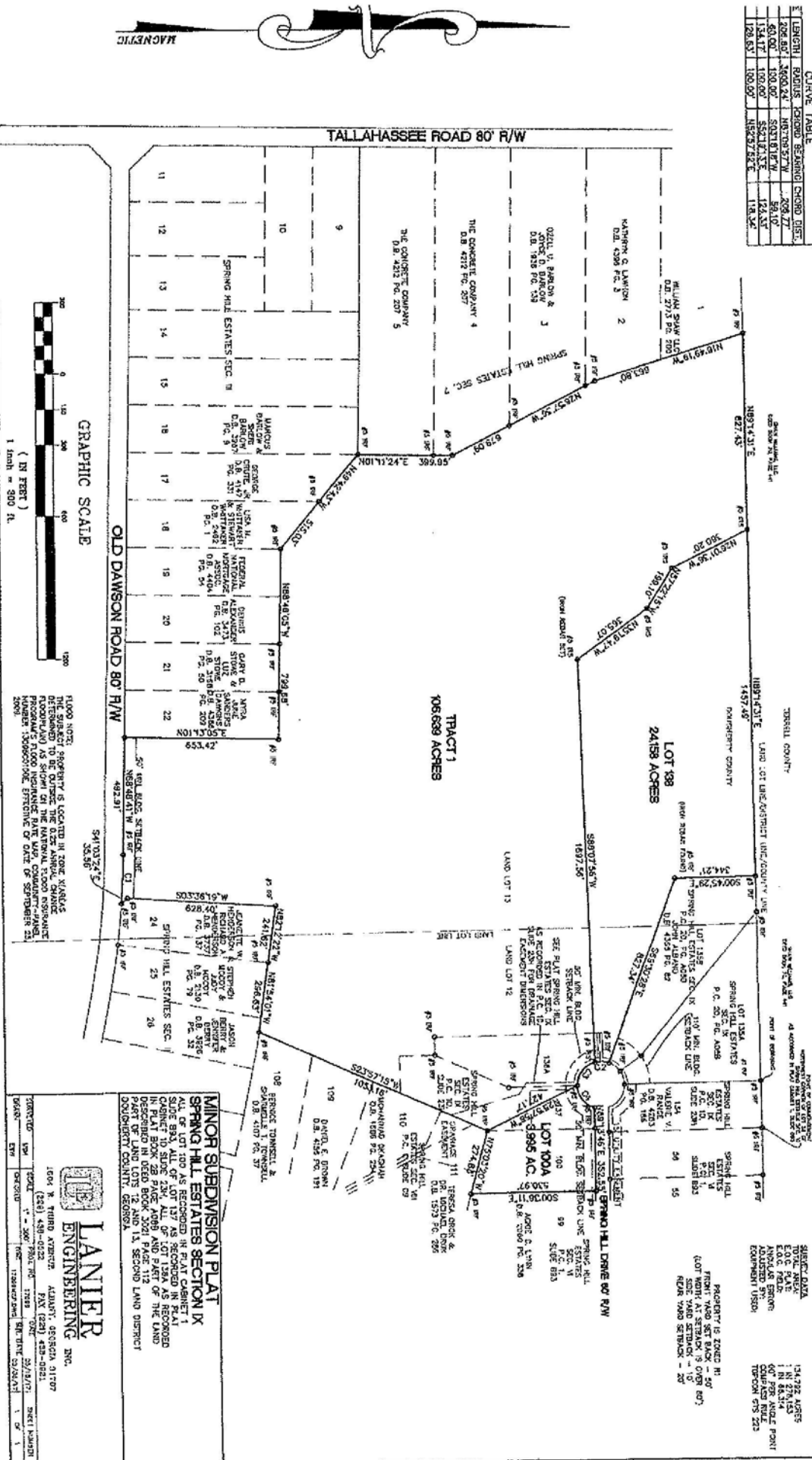
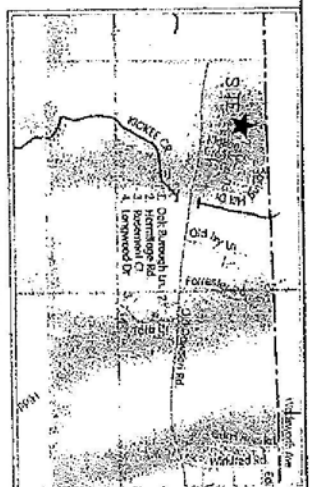
10/6/17
DATE

OWNER CERTIFICATION
THIS IS TO CERTIFY THAT I AM THE TRUE AND LAWFUL
OWNER OF THE AGENT FOR THE OWNER OF THE PROPERTY
PLATED HEREON.

Debra M. Hobbins

SIGNED: TALL HIRE DAVIS, LLC
1712 DAWSON ROAD
ALBANY, CA 91707
279-803-6100

CURVE TABLE			
LENGTH	RADIUS	CHORD BEARING	CHORD DIST.
208.00'	3600.24	N67°09.57'W	208.77
40.00'	100.00'	S03°16.15'W	59.10
134.77'	100.00'	S52°17.5'E	124.35
126.63'	100.00'	N42°57.6'E	118.26

[illegible]LANIER
ENGINEERING INC.

MINOR SUBDIVISION PLAT
SPRING HILL ESTATES SECTION IX
ALL OF LOT 100 AS RECORDED IN PLAT CABINET 1
SUE B33, ALL OF LOT 127 AS RECORDED IN PLAT
CABINET 1, SUE 234, ALL OF LOT 138A AS RECORDED
IN PLAT BOOK 28 PAGE 408B AND PART OF THE LAND
DESCRIBED IN DEED BOOK 3021 PAGE 112
PART OF LAND LOTS 12 AND 13, SECOND LAND DISTRICT
DADE COUNTY, GEORGIA

1604 Y. TURD AVENUE	ALBANY, GEORGIA 31707
(248) 430-0522	FAX (248) 430-0821
TELETYPE	17885
TELEPHONE	17885
FAX	17885
DATE	25/12/77
TIME	11:28:42 PM
DAY	1
MONTH	1
YEAR	1

DOCH 000168
FILED IN OFFICE
1/9/2019 04:40 PM
BK:4567 PG:194-195
EVONNE S. MULL
CLERK OF COURT
DOUGHERTY COUNTY

REAL ESTATE TRANSFER TAX
PAID: \$225.00

Please Return To:
Willis A. DuVall, Jr.
Moore, Clarke, DuVall & Rodgers, P.C.
P. O. Drawer 71727
Albany, GA 31708-1727

PT-61 047-2019-000056

LIMITED WARRANTY DEED

GEORGIA, DOUGHERTY COUNTY.

THIS INDENTURE, made this 4th day of January, in the year Two Thousand Nineteen (2019), between **SPRING HILL - NINE OAKS, LLC, a Georgia limited liability company**, as Party of the First Part, hereinafter called "Grantor", and **Hartridge Farms, LLC, a Georgia limited liability company**, as Party of the Second Part, hereinafter called "Grantees" (the words "Grantor" and "Grantees" to include their legal representatives, heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of TEN DOLLARS AND NO/100 (\$10.00) and other valuable considerations, in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantees:

All that tract or parcel of land lying and being in Land Lots 12 and 13, in the Second Land District of Dougherty County, Georgia, and being all of Tract 1, consisting of 106.639 acres, more or less, and shown on a plat entitled "Minor Subdivision Plat Spring Hill Estates, Section IX", prepared by Gene W. Webb, Georgia Registered Land Surveyor No. 2923, and recorded in Plat Book 7, Page 26, in the office of the Clerk of the Superior Court of Dougherty County, Georgia.


The above-described property is conveyed subject to any and all easements and restrictions of record.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantees, their heirs and assigns, forever in FEE SIMPLE.

AND THE SAID Grantor, for its successors and assigns, will warrant and forever defend the right and title to the above-described property unto the said Grantees, against the claims of all persons owning, holding or claiming by, through or under the said Grantor.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and affixed its seal, on the day and year first above written.

SPRING HILL - NINE OAKS, LLC,
A GEORGIA LIMITED LIABILITY COMPANY

By:  (SEAL)
Charles Daniel Blackshear, Jr.
Title: Manager

By:  (SEAL)
Bonny Blackshear Dorrough
Title: Manager

Signed, sealed and delivered,
this 4th day of January,
2019, in the presence of:


UNOFFICIAL WITNESS

NOTARY PUBLIC
My Commission Expires: 01-05-19





PROCUREMENT RECOMMENDATION

DATE: November 4, 2019

TITLE: Landfill 2019 Expansion

DEPARTMENT: DOCO Solid Waste

REFERENCE NUMBER: 20-006

ACCOUNT NUMBER: 2000.1525.02101

OPENING DATE: 10/1/2019

BUDGETED AMOUNT: \$500,000.00

BUYER: Kimberly M. Allen

DEPARTMENT CONTACTS: Jawahn Ware


Yvette Fields, Director

RECOMMENDATION:

Recommend contracting with **Advance One Development, LLC., Charlotte, North Carolina** to upgrade the landfill gas collection and control system at the DOCO Landfill located at 900 Gaissert Road in Albany, Georgia for an estimated expenditure of **\$371,116.00**

BACKGROUND INFORMATION:

This RFP was advertised in the local paper, on the access channel, and the Georgia Procurement Registry. The proposal closing was October 1, 2019. Responses were received from four (4) firms. The Proposal Analysis Group consisting of Scott Addison and Darlene Hollis, Dougherty County, Marc Liverman, Atlantic Coast Consultant and Kimberly M. Allen, Central Services, evaluated the submittals based on the following criteria: Cost to the Owner, Team Experience and Capacity, References for Similar Work Performed, Schedule and Acceptance of Conditions. The recommendation of the PAG is to contract with Advance One Development.

Advance One Development has met all the requirements for contract award. The contract time for this project is ninety (90) calendar days.

Scott Addison, Project Manager, - DOCO Admin. Asst., concurs with this recommendation.

COUNTY ADMINISTRATOR ACTION:

☒ APPROVED

☐ DISAPPROVED

☐ HOLD

COMMENTS:

11-6-19
DATE


COUNTY ADMINISTRATOR

List of Documents Attached:

Tabulation Sheet

Recommendation from Consultant

CENTRAL SERVICES

DOCO- GCCS Landfill Expansion
REF. NO. 20-006
Procurement Division

EVALUATION CRITERIA				POINTS ALLOWED
				20
Cost to the Owner				
PROPOSER	#1	#2	#3	AVERAGE
Advance One Development	20	20	20	20.00
SCS Field Services	10	10	10	10.00
American Environmental Group	14.9	14.9	14.9	14.90
Tri-Con Works	14.8	14.8	14.8	14.80

EVALUATION CRITERIA				POINTS ALLOWED
				30
Proposer's Team Experience and Capacity				
PROPOSER	#1	#2	#3	AVERAGE
Advance One Development	20	20	20	20.00
SCS Field Services	20	20	27.5	22.50
American Environmental Group	19	25	22.5	22.17
Tri-Con Works	25	15	12.5	17.50

EVALUATION CRITERIA				POINTS ALLOWED
				30
Client References for Similar Work Performed				
PROPOSER	#1	#2	#3	AVERAGE
Advance One Development	30	30	30	30.00
SCS Field Services	20	25	26.25	23.75
American Environmental Group	22	15	22.5	19.83
Tri-Con Works	20	20	20	20.00

EVALUATION CRITERIA				POINTS ALLOWED
				10
Schedule				
PROPOSER	#1	#2	#3	AVERAGE
Advance One Development	8	10	10	9.33
SCS Field Services	8	10	10	9.33
American Environmental Group	5	8	6	6.33
Tri-Con Works	8	10	10	9.33

EVALUATION CRITERIA				POINTS ALLOWED
				10
Acceptance of Conditions				
PROPOSER	#1	#2	#3	AVERAGE
Advance One Development	8	7	5	6.67
SCS Field Services	8	10	10	10.00
American Environmental Group	8	5	5	5.00
Tri-Con Works	8	5	2.5	3.75

TOTALS		
Advance One Development	86.00	
SCS Field Services	75.58	
American Environmental Group	68.23	
Tri-Con Works	65.38	

EVALUATORS
City of Albany Procurement-Kimberly M. Allen
Atlantic Coast Consulting- Marc Liverman, P.E.
DOCO- Scott Addison and Darlene Hollis



7 E. Congress Street
Suite 801
Savannah, GA 31401
(912) 236-3471
www.atlcc.net

October 30, 2019

Scott Addison
Solid Waste Director
Dougherty County
900 Gaissert Road
Albany, GA 31705

Re: Recommendation of Award
Flemming/Gaissert Road MSWLF – 2019 Gas Collection and Control System
Improvements
RFP No: 20-006

Dear Scott;

Proposals were received from four general contractors on October 1, 2019 for the above referenced project. As requested, Atlantic Coast Consulting, Inc. (ACC) has completed a review of the proposal documents submitted by each contractor. ACC has compared that information to the required submittal documents as defined by Dougherty County's Request for Proposals (RFP) No. 20-006. ACC also developed a summary of the price proposals submitted by each contractor (Table 1). Tables 2 and 3 presents the results of our evaluation of the proposals based on the criteria presented in the RFP with the weighting system approved by the County. Based on this evaluation, we recommend Advance One Development, LLC. as the responsive and responsible proposer whose proposal is most advantageous to the County.

Aspen American Insurance Company was the surety company for Advance One's proposal bond and will most likely furnish the performance and payment bonds for this project. They are listed in the current U.S. Department of the Treasury Circular 570. They are shown as being licensed in the State of Georgia with an underwriting limitation that is greater than the bond amount. While we make no representation as to the solvency of this surety company, inclusion in this circular does indicate that they are acceptable as a surety on federal bonds. We would like to remind you that an "officer of the government entity" is required by Georgia Law (O.C.G.A 36-91-40(a) (2)) to "approve as to the solvency of the surety". As your engineer, we are not qualified to assure the solvency of the surety. We recommend that your attorney suggest procedures to assure compliance with this Georgia Law.



If you concur with this recommendation and you have confirmed the solvency of the surety, please advise us and we will notify the contractor of award and will transmit the conformed documents to them for execution and attachment of bonds and insurance.

Sincerely,

ATLANTIC COAST CONSULTING, INC.

A handwritten signature in black ink, appearing to read "ML", is written over a horizontal line.

Marc Liverman, P.E.
Sr. Project Manager

cc: Joel Scott (ACC)
file (G005-108)



MEMORANDUM

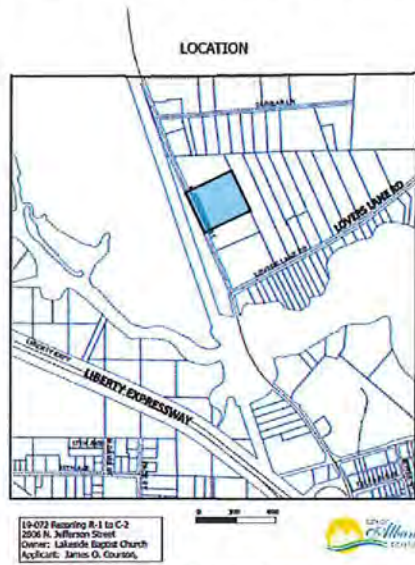
Date: November 8, 2019
To: The Board of County Commissioners
From: Albany Dougherty Planning Commission
Subject: #19-072 Zoning (2806 N. Jefferson St.)

Lakeside Baptist Church (19-072) has submitted an application to the Albany Dougherty Planning Commission requesting that the official Zoning Map of Dougherty County be amended to rezone 6.0 acres from R-1 (Single-Family Residential District) to C-2 (General Mixed-Use Business District). The owner and applicant is Lakeside Baptist Church. The property address is 2806 N. Jefferson St.

Aaron Johnson offered a motion to recommend approval to rezone 6.0 acres from R-1 (Single-Family Residential District) to C-2 (General Mixed-Use Business District); seconded by Charles Ochie; the motion carried 8-0 with the following votes.

Chairman, William Geer	Tie or quorum
Vice Chair, Billy Merritt	Yes
Jimmy Hall	Yes
Aaron Johnson	Yes
Art Brown	Yes
Sanford Hillsman	Yes
Yvonne Jackson	Yes
Helen Young	Absent
Hampton Smith	Yes
Charles Ochie	Yes

**STAFF ANALYSIS AND REPORT
APPLICATION #19-072 REZONING**



**OWNER:
APPLICANT:**

Lakeside Baptist Church, Inc.
Jimmy O. Courson, CFO / Treasurer

LOCATION:

2806 N. Jefferson St.

CURRENT ZONING/USE:

Zoning:
Use:

R-1 (Single-Family Residential District)
Lakeside Baptist Church (Religious Institution)

PROPOSED ZONING/USE:

Zoning:
Use:

C-2 (General Mixed-Use Business District)
Current Use / New Multi-Message Sign

ZONING/ADJACENT LAND USE:

North:
Land Use:
South:
Land Use:
East:
Land Use:
West:
Land Use:

R-2 (Single-Family Residential District)
Vacant
R-2 (Single Family Residential District)
Single Family Residence
C-2 (General Mixed-Use Business District)
Lakeside Baptist Church Single Family Residence
R-2 (General Mixed-Use Business District)
Single Family Residence

MEETING INFORMATION:

Planning Commission:
Public Hearing/Final Vote:

11/07/19, 2:00 P.M., 240 Pine Avenue, Rm.380
11/18/19, 10:00 P.M., 222 Pine Avenue, Rm.100

RECOMMENDATION

Approval

BASIC INFORMATION

The applicant requests to rezone an approximate 6-acre tract from R-1 (Single-Family Residential District) to C-2 (General Mixed-Use Business District). An approved rezoning would allow Lakeside Baptist Church to replace a stationary, non-illuminated sign with an internally illuminated, multi-message sign. The Dougherty County Sign Ordinance does not allow this type of sign in the R-1 District.

Currently, the church is located on a parcel with split zoning (R-1 and C-2); rezoning to C-2 would position the church under one zoning district with uniform regulations.

PHYSICAL CHARACTERISTICS AND INFRASTRUCTURE

Public water and sanitary sewer are available to this site. The property lies within the 100-year floodplain; the topography is mostly level. Access is from N. Jefferson St.

RELEVANT ZONING HISTORY

Planning Department records indicate that the subject property was rezoned from FH (Flood Hazard District) to R-1 in 1971. The adjoining parcel to the south, which is also owned by the applicant, was rezoned from FH to C-2 in 1980. Adjacent properties to the north, west, and east were rezoned from FH to R-2 (Single-Family Residential District) in the 1970s.

PLANNING CONSIDERATIONS

Listed below are several issues for consideration in evaluating this rezoning application.

1. *Will the rezoning proposal permit a use that is suitable in view of the use and development of adjacent and nearby property?*

The proposed rezoning to allow for an illuminated sign should be suitable for this area. The purpose of the sign ordinance is to protect residential areas from abusive lighting. The location of the proposed sign is over 700 ft. from the nearest residential property, not owned by the applicant.

2. *Will the rezoning proposal adversely affect the existing use or usability of adjacent or nearby property?*

The rezoning of the subject property should not adversely affect the existing use or future usability of adjacent properties, which are developed for residential dwellings, a social/fraternal organization, and a religious institution (applicant).

3. *Does the property to be affected by the rezoning proposal have a reasonable economic use as currently zoned?*

The R-1 designation allows for the current use and single-family housing, which is a reasonable economic use. Rezoning to C-2 will provide a uniform zoning district and allow for an internally illuminated, multi-message sign, which is not allowed in the R-1 District.

4. *Will the rezoning proposal result in a use that will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities or schools?*

- **Impact on the School System:** The existing use will not impact the school system.
- **Impact on Utilities:** The existing use will not impact utilities.
- **Impact on Transportation Network:** Staff estimates that the impact of the rezoning on the surrounding transportation network would be as follows:

Trip Generation: Not applicable since no changes are proposed to the existing land use.

Road Improvements: The **Dougherty Regional Transportation Study: 2040** lists as a fiscally constrained Long Range Surface Transportation Project the widening of SR 133 (N. Jefferson St.) from two to four lanes (Philema Rd. to Forrester Parkway). The subject property is located in the Project area.

Road Classifications: N. Jefferson Street (SR 133) is classified as a Rural Minor Arterial Road.

Public Transit Routes: This area is not served by Albany Transit.

Accident Information: Information from Traffic Engineering indicates that the property **is not** near a high-accident location.

Analysis: Staff did not identify any traffic concerns associated with the rezoning; there are no proposed changes to the existing land use.

5. *Is the rezoning proposal in conformity with the policy and intent of the Albany-Dougherty Comprehensive Plan for Development (2026)?*

The **Future Land Use Map** recommends low-density (average of four units per acre) housing and commercial uses to the east of N. Jefferson St. Rezoning to C-2 does not conform to the residential recommendation, but does conform to the commercial recommendation. Religious institutions are permitted in the R-1 and C-2 Districts, so the

current use of the property as a religious institution conforms to the proposed C-2 designation.

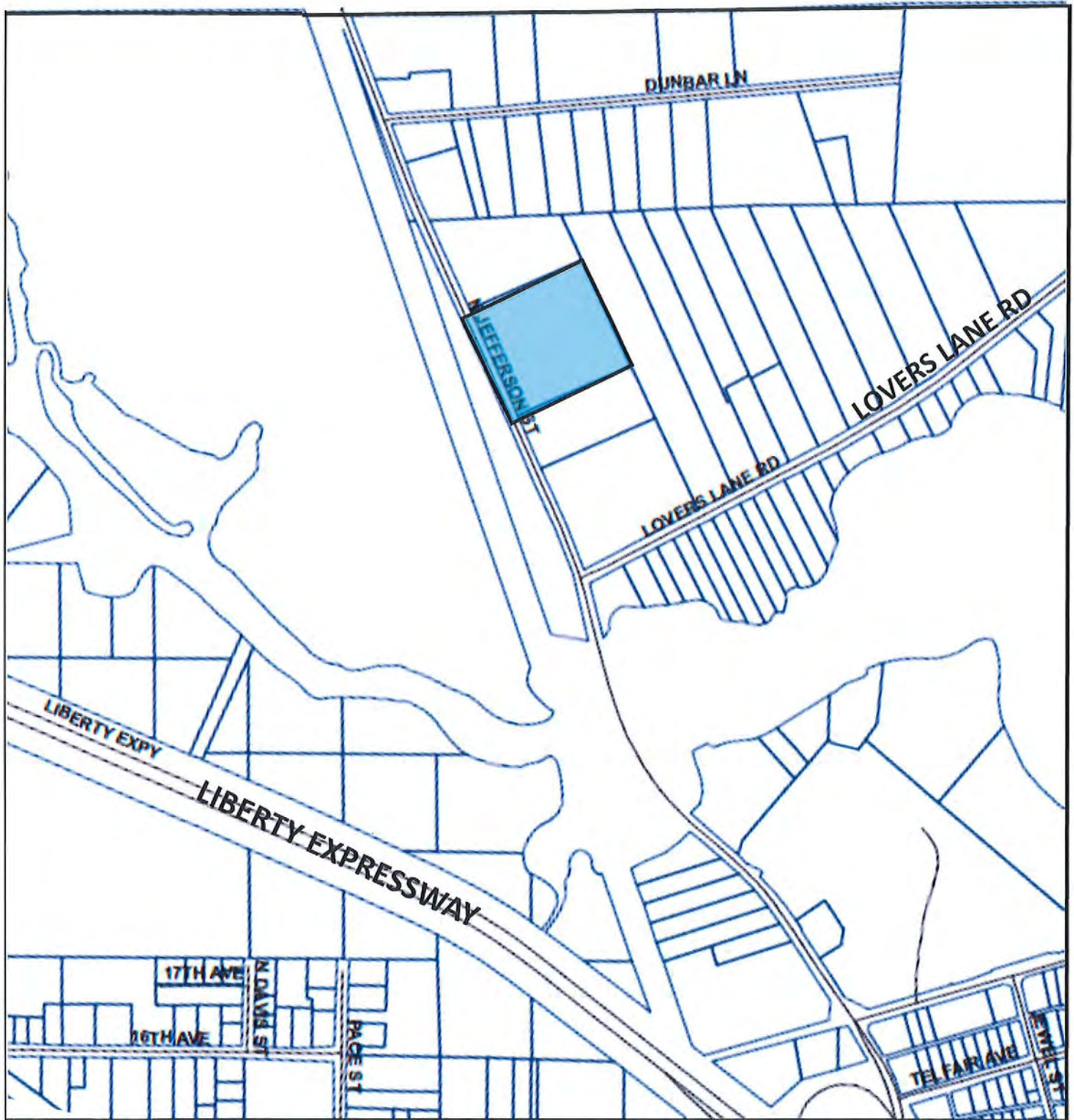
6. *Are there other existing or changing conditions affecting the use and development of the property that provide grounds for approval or disapproval of the rezoning proposal as submitted?*

Staff did not identify any other existing or changing conditions that support approval or disapproval of the rezoning application.

RECOMMENDATION

Staff recommends **approval** to rezone to C-2 (General Mixed-Use Business District).

LOCATION

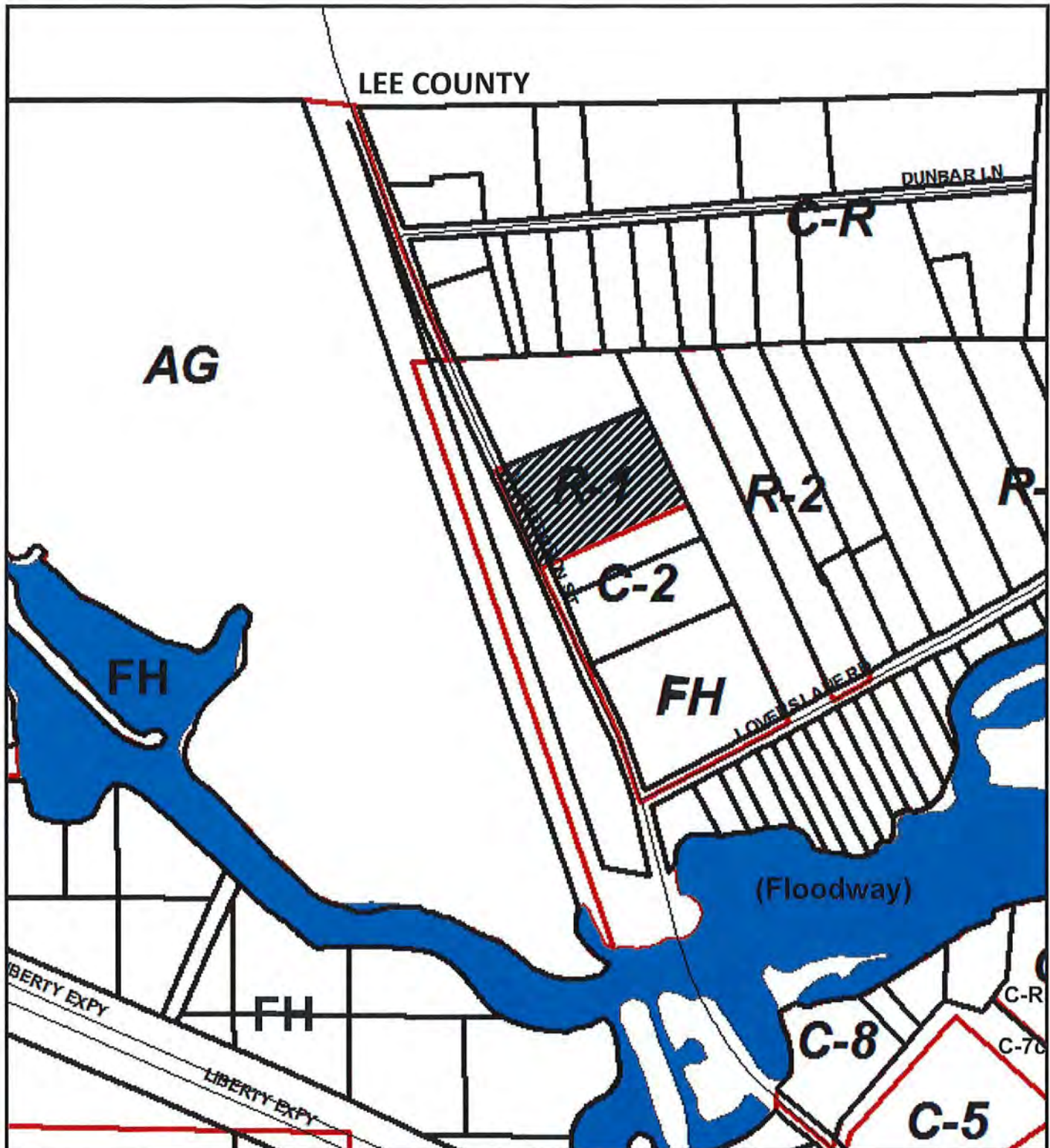


0 300 600

19-072 Rezoning R-1 to C-2
2806 N. Jefferson Street
Owner: Lakeside Baptist Church
Applicant: James O. Courson,



ZONING



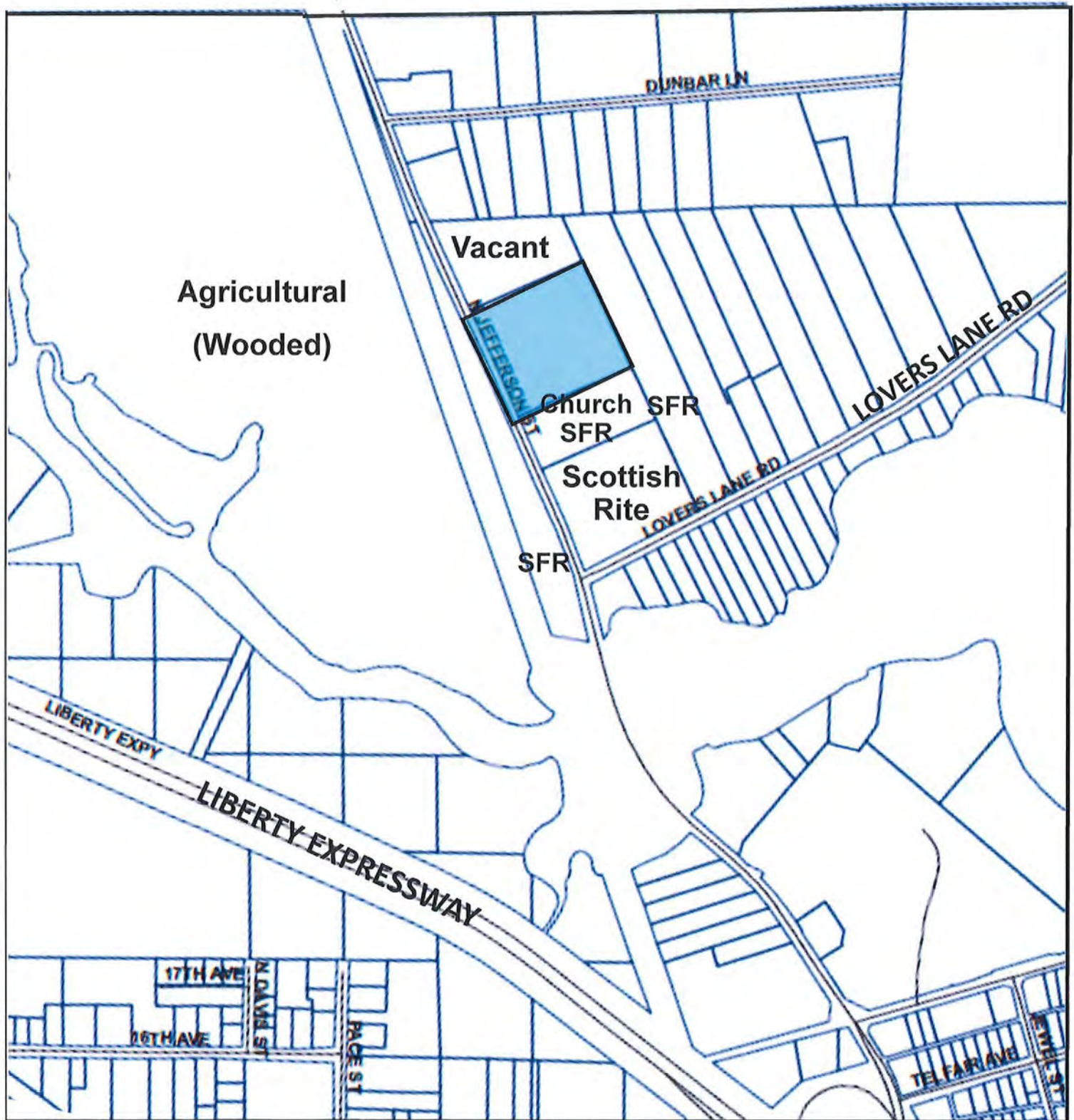
0 325 650

19-072 Rezoning R-1 to C-2
2806 N. Jefferson Street
Owner: Lakeside Baptist Church
Applicant: James O. Courson, CFO

Disclaimer: Albany GIS makes every effort to produce the most accurate information possible. No warranties, expressed nor implied, are provided for the data herein, it's use or interpretation. All data is subject to change



LAND USE



0 380 760

19-072 Rezoning R-1 to C-2
2806 N. Jefferson Street
Owner: Lakeside Baptist Church
Applicant: James O. Courson,

Disclaimer: Albany GIS makes every effort to produce the most accurate information possible. No warranties, expressed nor implied, are provided for the data herein, it's use or interpretation. All data is subject to change



AERIAL



0 300 600

19-072 Rezoning R-1 to C-2
2806 N. Jefferson Street
Owner: Lakeside Baptist Church
Applicant: James O. Courson, CFO

Disclaimer: Albany GIS makes every effort to produce the most accurate information possible. No warranties, expressed nor implied, are provided for the data herein, it's use or interpretation. All data is subject to change

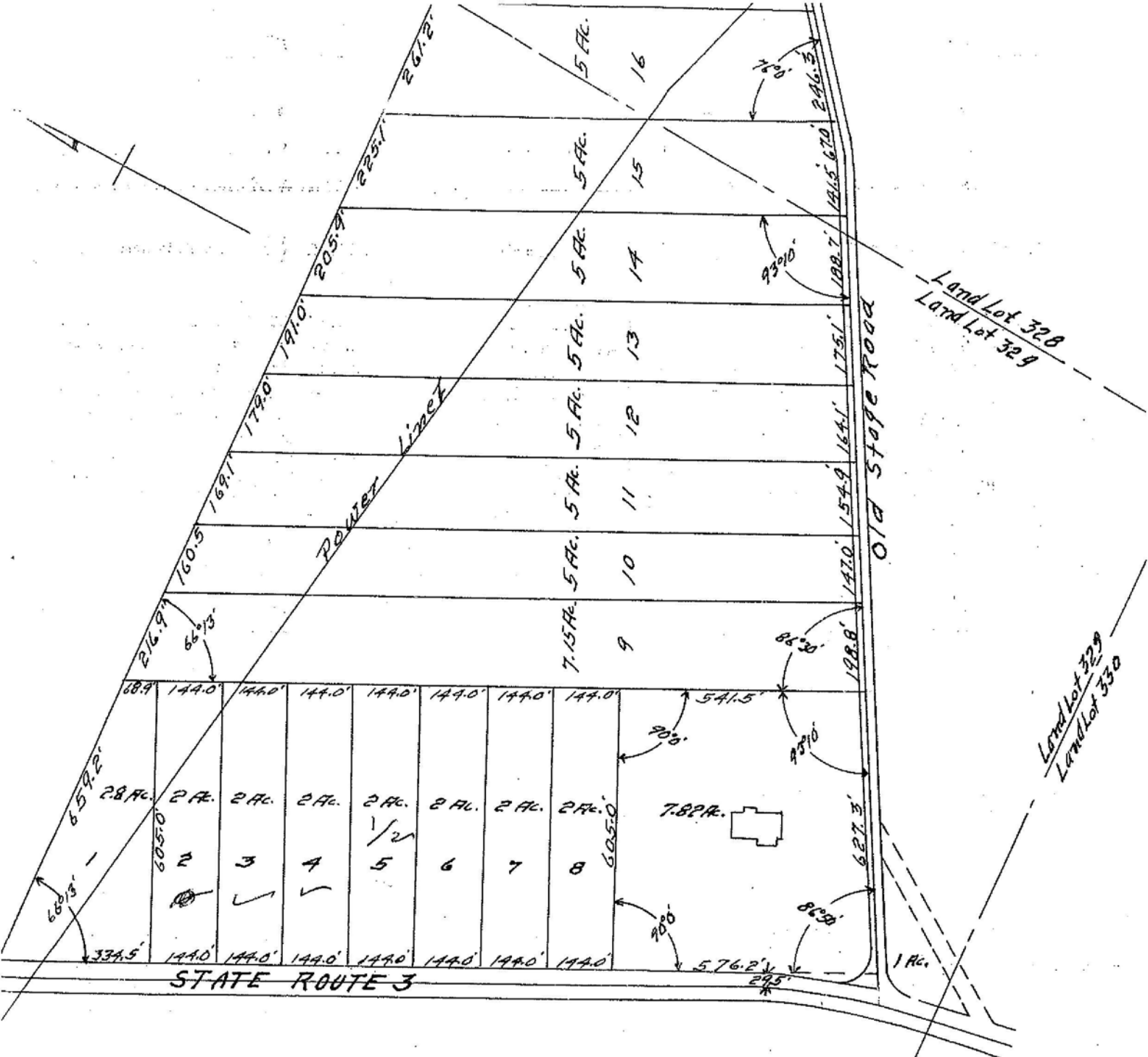


Legal Description
Property of Lakeside Baptist Church
Property to be rezoned from R-1 to C-2

All that certain tract or parcel of land situate lying and being part of Land Lot 239 of the First Land District, being in Dougherty County, Georgia. Said property is also all of lots 3, 4, and 5 of Benton Acres subdivision as recorded in Plat Book 1 Page 269 and is more particularly described as follows:

Commence at the northwest corner of Lot 3, Benton Acres and go North 48 degrees 59 minutes 55 seconds East a distance of 605.00 feet; go thence South 41 degrees 0 minutes 5 seconds East a distance of 432.00 feet; go thence South 48 degrees 59 minutes 55 seconds West a distance of 605.00 feet to the northeast right-of-way of North Jefferson Street (right-of-way varies); go thence North 41 degrees 0 minutes 5 seconds West along the northeast right-of-way of North Jefferson Street a distance of 432.00 feet to the point of beginning.

Said tract or parcel contains 6.000 acres.



BENTON ACRES

ALBANY Dougherty Co. GEORGIA
 Part Land Lots Nos. 328-329 - 1st Dist
 Scale 1"=300' May 22, 1947
 Marbury Engineering Co.
 Recorded May 26, 1947
 R. W. Marbury

State of Georgia
 Dougherty Superior Court
 May 26 1947
 1032
 May 26 1947
 Clear
 Page 269

WARRANTY DEED

State of Georgia, DOUGHERTY County.

THIS INDENTURE, Made this 27th day of June In the year of our Lord, One Thousand Nine Hundred and Sixty-Seven between

MARK COHEN

of the County of Dougherty and State of Georgia of the first part, and

LAKEVIEW BAPTIST CHURCH, INC.

of the County of Dougherty and State of Georgia of the second part:

WITNESSETH: That the said part Y of the first part, for and in consideration of the sum of Ten and other valuable consideration - - - - - DOLLARS in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged ha^s granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell and convey unto the said part Y of the second part, its ^{SUCCESSORS} heirs and assigns, all that tract or parcel of land lying and being in County of Dougherty State of Georgia

and being more particularly described as being ALL OF LOTS 3, 4 AND THE EAST 1/2 OF LOT 5 OF BENTON ACRES, as per plat recorded in Plat Book 1, page 269, in the Office of the Clerk of the Superior Court of Dougherty County, Georgia.

200
County, Georgia
Real Estate Transfer Tax
Paid \$ 9.00
Date Nov 9 1967
Clerk of Superior Court

To have and to hold the said bargained premises, together with all and singular the rights, member and appurtenances thereof, to the same being, belonging, or in any wise appertaining to the only proper use, benefit and behoof of the said part Y of the second part its ~~heirs, assigns, and assigns~~ successors and assigns in fee simple.

And the said part Y of the first part his heirs, executors and administrators, the Title to said bargained premises unto the part Y of the second part its ~~heirs, assigns, and assigns~~ successors administrators, and assigns against said part Y of the first part his heirs, executors and administrators, and all and every other person or persons, shall and will warrant and forever defend by virtue of these presents.

IN TESTIMONY WHEREOF, The said part Y of the first part ha^s hereunto set his hand and affixed his seal the day and year above written.

Signed, sealed and delivered in presence of:

Mark Cohen (L. S.)

(L. S.)

(L. S.)

(L. S.)

Notary Public

RECORDED NOVEMBER 9th, 1970.

CLERK.

WARRANTY DEED

368 121

STATE OF GEORGIA, COUNTY OF DOUGHERTY

THIS INDENTURE, Made the 27 day of June, one thousand nine hundred Sixty-seven, between

MARK COHEN

of the County of Dougherty, and State of Georgia, as party or parties of the first part, hereinafter called Grantor, and

LAKEVIEW BAPTIST CHURCH, INC.

as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, personal representatives, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of Ten Dollars (\$10.00) and other valuable consideration in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee, all that tract or parcel of land lying and being in the County of Dougherty, State of Georgia, and being all of the west one-half (1/2) of Lot 5 of Benton Acres Subdivision, as per plat of said Subdivision recorded in Plat Book 1, page 269, said one-half (1/2) lot fronting one hundred forty-four (144) feet on the East side of the Old Leesburg Road, and extending back of equal width three hundred two and five-tenths (302.5) feet, containing one acre of land.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in FEE SIMPLE.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year above written.

Signed, sealed and delivered in presence of:

Mark Cohen (Seal)

Notary Public (Seal)

NOTARY PUBLIC (Seal)

RECORDED JUNE 28th, 1967 *Notary Public*, CLERK



APPLICATION TO AMEND THE ZONING MAP OF:

Albany, Georgia ☒ Dougherty County, Georgia

Property address: 2806 N. Jefferson
Name of property owner(s): LAKESIDE BAPTIST CHURCH INCORP.
Mailing address: 2806 N. Jefferson
City: Albany State: GA Zip code: 31701 Telephone: 432-6191

Name of applicant: LAKESIDE BAPTIST CHURCH INCORP.
Mailing address: 2806 N. Jefferson
City: Albany State: GA Zip code: 31701 Telephone: 432-6191

Zoning Classification:

Present zoning district: R-1
Proposed zoning district: C-2

Current use: Worship
Proposed use: Worship

Please attach the following documents:

- A written legal description of the property giving the full metes and bounds description rather than plat reference.
- A copy of the deed verifying ownership status.
- Authorization by property owner form (if the property owner and applicant are not the same).
- A plat showing property lines with lengths and bearings, adjoining streets, locations of existing buildings, north arrow and scale (submit one copy of the plat if it is 11" x 17" or smaller. For larger plats, submit twenty copies).
- An 8" x 11" size map of the area (The map should be the same as the larger map).
- A disclosure of campaign contributions and gifts form.
- Filing fees should be paid when submitting the application. These fees are based on the zoning district that the applicant is applying for, and should be payable to the City of Albany.

This application must be filed by the 10th of the month to be considered for the Planning Commission meeting of the following month.

I hereby authorize the Planning & Development Services Department staff to inspect the premises of the above described property and to place a public notice sign on the premises as required by law. I also hereby depose and say that all statements herein, and attached statements submitted are true and accurate to the best of my knowledge and belief.

Sworn to and subscribed before me this 30 day of Sept, 2019

Signature of applicant: [Signature]

Notary Public: Marcia Studley My commission expires: 10-13-19

(Staff use)
Posting fee: \$960.00 Date paid: 9/30/19 Receipt: Ck# 40022

PLANNING, DEVELOPMENT SERVICES & CODE ENFORCEMENT



VERIFICATION OF OWNERSHIP

Name of all owners: Lakeside Baptist Church Inc

Address: 2806 N Jefferson

City/State/Zip Code: Albany Ga 31701

Telephone Number: 229-432-6191

Property Location (give description if no address):

Jimmy O. Courson - CFO/Treasurer
to sign

I am the owner of the property listed above, which is the subject matter of the attached application, as shown in the records of the City of Albany, or Dougherty County.

[Signature]

Owner Signature (all owners must sign) Owner Signature (all owners must sign)

Personally appeared before me Jimmy O Courson, who has stated that the information on this form is true and correct.

Marcia Studley

Notary Public

Sept 30,

Date

In my absence, I authorize the person named below to act as the applicant in the pursuit of action for the attached application.

Name: _____

Address: _____

City/State/Zip Code: _____

Telephone Number: _____





APPLICANT/AGENT DISCLOSURE
CAMPAIGN CONTRIBUTIONS
(Required by Title 36, Chapter 67A, Official Code of
Georgia Annotated)

The applicant filed on this date: 9/30/19, to apply for a rezoning
approval affecting described property as follows:

2806 N Jefferson

Yes ☐ No ☒

☒ Within the last two years preceding the above filing date, the applicant has
made campaign contributions aggregating \$250 or more to a member or members of the
City Commission or County Commission who will consider application number _____.

(Please list the name(s) and official position of the local government official; the dollar
amount; description, and date of each campaign contribution).

I hereby depose and say that all statements herein are true, correct, and complete to
the best of my knowledge and belief.

Sworn to and subscribed before me this 30th day of September, 2019.

[Signature]
Signature of Applicant

Marcia Studley
Notary Public

Commission expires: 10-13-19





PROCUREMENT RECOMMENDATION

November 5, 2019

TITLE: **Ambulances**

DEPARTMENT: **1070 DOCO – EMS**

REFERENCE NUMBER: **State Contract**

ACCOUNT NUMBER: **25051.7002.0.3**

OPENING DATE: **N/A**

BUDGETED AMOUNT: **\$304,852.00**

BUYER: **Tina Strassenberg**

DEPARTMENT CONTACTS: **Sam Allen**

Yvette Fields, Director

RECOMMENDATION:

Recommend the purchase of two (2) 2020 F-350 Type I ambulances for Dougherty County Emergency Medical Services, from Wade Ford of Smyrna, Georgia for \$152,426.00 each, for a total expenditure of \$304,852.00.

BACKGROUND INFORMATION:

This will be a State Contract purchase from contract #99999-001-SPD0000155. The module for the units will be provided by Custom Truck & Body Works, the current ambulance vendor. The EMS Director concurs with this recommendation. These units will replace units #1 70701325 and #2 701256 which will be deemed surplus for final disposition.

COUNTY ADMINISTRATOR ACTION:

☒ APPROVED

☐ DENIED

☐ HOLD

COMMENTS: _____

11-6-19
DATE

COUNTY ADMINISTRATOR

List of Documents Attached:

1. DOCO Procurement Request Form
2. Wade Ford Vehicle Specification and Quote

CENTRAL SERVICES



PROCUREMENT RECOMMENDATION

November 5, 2019

TITLE: **DOCO Vehicle**

DEPARTMENT: **1070 – EMS**

REFERENCE NUMBER: **State Contract**

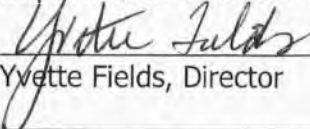
ACCOUNT NUMBER: **25051.7004.01**

OPENING DATE: **N/A**

BUDGETED AMOUNT: **\$45,000.00**

BUYER: **Tina Strassenberg**

DEPARTMENT CONTACTS: **Sam Allen**


Yvette Fields, Director

RECOMMENDATION:

Recommend the purchase of one (1) 2020 F-150 4x4 Super Cab Special Services Vehicle (SSV) type truck, from Wade Ford of Smyrna, Georgia for a total expenditure of \$31,621.00.

BACKGROUND INFORMATION:

This will be a State Contract purchase from Contract #99999-001-SPD0000155.

COUNTY ADMINISTRATOR ACTION:

☒ APPROVED

☐ DENIED

☐ HOLD

COMMENTS: _____

11-6-19
DATE


COUNTY ADMINISTRATOR

List of Documents Attached:

1. DOCO Procurement Request Form
2. Wade Ford Vehicle Specification and Quote

CENTRAL SERVICES



Scott Addison
Assistant County Administrator

**DOUGHERTY COUNTY BOARD OF COMMISSIONERS
ADMINISTRATION**

Agenda Item

Date: November 6, 2019

Meeting Date: November 11, 2019

Subject/Title: A/C Unit- Office of Superior Court Judge V. Darrisaw

Presented for: Decision

Presenter: Scott Addison, Asst. County Administrator

Statement of Issue

The air conditioning unit in the office of Superior Court Judge Victoria Darrisaw needs to be replaced.

History/Facts and Issues

Facilities Management needs to install a new air conditioning unit in the office of Superior Court Judge Victoria Darrisaw and is requesting approval to utilize the lesser quote received from RHC, Albany, GA in the amount of \$21,170. Three quotes were obtained from RHC Heating and Cooling, Albany GA; Excel Heating and Cooling, Albany GA; and Johnson Controls, Albany GA; with the highest quote received being \$22,774.91.

Recommended Action

Recommend that Dougherty County Commission accepts the proposal from RHC Heating and Cooling, Albany, GA for an expenditure of \$21,170 for the purchase of a new air conditioning unit, installation and removal of older ductwork with a one-year labor for the office of Superior Court Judge Victoria Darrisaw.

Funding Source

25028.7003.03 SPLOST VII
Judicial Building Improvements/Equipment.
Budget: \$30,000



Wood Environment & Infrastructure Solutions, Inc.
1075 Big Shanty Road NW
Suite 100
Kennesaw, GA 30144
USA
T: 770-421-3400
www.woodplc.com

October 25, 2019

Mr. Michael McCoy, County Manager
Dougherty County
Central Square Government Center
PO Box 1827
Albany, Ga. 31702

Ref: On-Call Planning Services in support of Radium Springs Master Plan Implementation

Dear Michael,

Wood is pleased to submit this proposal to provide on call planning and design services to support the implementation of Radium Springs projects including the Radium Springs Gardens Master Plan, the Radium Springs/Flint River Trail and the Radium Springs Recovery Plans. I have summarized below the key landscape architecture and community planning services we can provide:

1. Landscape Architecture: master plans, planting plans, cost estimates, renderings, trail design concepts, green infrastructure design concepts, and meeting facilitation
2. Community Planning: comprehensive planning, demographic analysis, codes and ordinances analysis, hazard mitigation plans, target area plans, strategic planning, and meeting facilitation

Schedule

The above services will be completed based on a mutually agreed to schedule.

Cost Proposal Summary

The above services can be provided on an on-call hourly basis as needed for specific tasks. The total compensation authorized under this proposal shall not exceed \$20,000 (twenty thousand dollars). Wood will keep you informed of progress during assigned tasks and will contact you if unexpected conditions arise. If we anticipate that changes will require additional funding, we will discuss this with you prior to proceeding. We will not exceed the above fee without your expressed approval. Additional services requested beyond those listed above will be billed based on actual time spent and in accordance with our approved Schedule of Fees.

Listed below are our standard hourly rates/schedule of fees by staff category for planning and landscape architecture. Expenses for travel, printing and miscellaneous will be billed at cost.



Rate Schedule

Principal:	\$200/Hour
Project Manager:	\$170/Hour
Senior Landscape Architect/Planner	\$140/Hour
Staff Landscape Architect/Planner	\$95/Hour
Junior Landscape Architect/Planner	\$75/Hour
GIS Professional	\$90/Hour
Administrative Support	\$60/Hour

Authorization

Wood proposes to accomplish the above-described scope of services in accordance with the attached Wood Standard Terms and Conditions which are an integral part of this proposal. By signing below where indicated, the authorized representatives of the County indicate acceptance of this proposal and the associated attached Standard Terms and Conditions.

We appreciate your consideration of Wood for these services. If you have any questions regarding this proposal, please contact us.

Sincerely,

Wood, Inc.

Ron Huffman, ASLA, AICP
Senior Principal

Lee Walton
Project Manager

Accepted for Dougherty County:

Signature: _____

Printed Name: _____

Title: _____

Date: _____



SERVICES AGREEMENT (Time and Materials)

THIS AGREEMENT (the "Agreement"), effective this ____ day of _____ 20__, is made by and between Wood Environment & Infrastructure Solutions, Inc., a Nevada corporation, with an address at _____ ("Wood") and _____, a _____ (State) corporation/limited liability company/partnership (Indicate which), with an address at _____ ("CLIENT").

NOW, THEREFORE, in consideration of the mutual undertakings and subject to the terms set forth below and intending to be legally bound, the parties agree as follows:

1. SCOPE OF SERVICES: This Agreement sets forth the terms and conditions pursuant to which Wood will provide CLIENT services (the "Services") as described in its proposal, dated _____, attached as Exhibit 1 ("Proposal").

2. COMPENSATION: Wood will be compensated in US dollars for its Services on a time-and-materials basis.

Wood shall be reimbursed for all hours worked, all applicable taxes, and other costs incurred at the rates and terms set forth on Exhibit 1. Should the total cost of Wood's performance be greater than the estimated amount, Wood will notify CLIENT and provide a revised estimate for CLIENT's approval. In such event, continued performance is subject to additional funding as mutually agreed.

In addition to the amount payable for services, CLIENT assumes full responsibility for the payment of any applicable sales, use, or value-added taxes under this Agreement, except as otherwise specified. If Services are required to be provided in any foreign jurisdiction (i.e. – outside the US), CLIENT shall compensate Wood for any and all additional taxes, penalties, duties, levies or other charges by any governmental authority assessed or imposed in relation to this Agreement or the Services or any part thereof, which exceed those imposed in the US and whether assessed or imposed on Wood, its employees, its subcontractors or otherwise.

Invoices will be submitted at least monthly for Services rendered. Terms of payment are net thirty (30) days from date of invoice with a one and one-half percent (1.5%) per month late fee on balances past due. Interest shall be computed at 31 days from the date of invoice. In addition, any collection fees, attorneys' fees, court costs, and other related expenses incurred by Wood in the collection of delinquent invoice amounts shall be paid by CLIENT.

Payment will be made to Wood at the address specified on Wood's invoice.

If CLIENT reasonably objects to all or any portion of an invoice, CLIENT shall notify Wood of that fact in writing within ten (10) days from the date of receipt of Wood's invoice, give reasons for the objection, and pay that portion of the invoice not reasonably in dispute. Failure of CLIENT to provide such written notice within the allowed ten (10) day period shall be deemed to be a waiver of all objections to that invoice.

CLIENT's payment shall represent CLIENT's acceptance of the Services invoiced by Wood. Wood may suspend performance of Services under this Agreement if: (i) CLIENT fails to make payment in accordance with the terms hereof, or (ii) Wood reasonably believes that CLIENT will be unable to pay Wood in accordance with the terms hereof and notifies CLIENT in writing prior to such suspension of Services. Such suspension shall continue until Wood has been paid in full for all balances past due including applicable service charges and CLIENT provides Wood with adequate assurance of CLIENT's ability to make future payments in accordance with the terms hereof. If any such suspension causes an increase in the time required for the performance of any part of the Services, the performance schedule and/or period for performance shall be extended for a period of time equal to the suspension period.

The rates stated in the Proposal or included in Exhibit 1 shall be the basis for determining Wood's compensation for any Services. After January 1 of each subsequent calendar year, the rates may be increased by Wood up to an overall average increase of five percent (5%); provided that an overall average increase in excess of five percent (5%) shall be subject to CLIENT's approval. Wood shall provide CLIENT with thirty (30) days advance notice of any change in rates.

3. STANDARD OF CARE: Wood will perform the Scope of Services specified utilizing that degree of skill and care ordinarily exercised under similar conditions by reputable members of Wood's profession practicing in the same or similar locality at the time of performance. NO OTHER WARRANTY, GUARANTY, OR REPRESENTATION, EXPRESS OR IMPLIED, IS MADE OR INTENDED IN THIS AGREEMENT, OR IN ANY COMMUNICATION (ORAL OR WRITTEN), REPORT, OPINION, DOCUMENT, OR INSTRUMENT OF SERVICE, AND THE SAME ARE SPECIFICALLY DISCLAIMED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

4. INDEPENDENT CONTRACTOR: Wood shall be fully independent and shall not act, except as permitted herein, as an agent or employee of CLIENT. Wood shall be solely responsible for its employees and for their compensation, benefits, contributions, and taxes, if any.

Unless otherwise agreed to in writing by Wood and CLIENT, neither party shall directly or indirectly solicit, hire or retain, or knowingly cause a third party to solicit, hire or retain, during the term of this Agreement and for a period of one (1) year after the date on which this Agreement terminates, any employee of the other party who works on the preparation of the Proposal or otherwise performs Services under or in connection with this Agreement. Nothing herein shall prevent either party from hiring any individual who responds to a general advertisement for services.

5. INSURANCE: Wood will maintain insurance for this Agreement in the following types and limits: (i) worker's compensation insurance as required by applicable law, (ii) comprehensive general liability insurance (CGL) (\$1,000,000 per occurrence / \$2,000,000 aggregate), and (iii) automobile liability insurance for bodily injury and property damage (\$1,000,000 CSL).

6. CHANGES: CLIENT may order changes within the general scope of the Services by altering, adding to, or deleting from the Services to be performed. Work beyond the scope of services or re-doing any part of the project through no fault of Wood, shall constitute extra work and shall be paid for on a time-and-materials basis in addition to any other payment provided for in this Agreement.

Should Wood encounter conditions which were (i) not reasonably anticipated, including, but not limited to, changes in applicable law, (ii) subsurface or otherwise concealed physical conditions that differ materially from those indicated in this Agreement or (iii) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in activities of the character contemplated by this Agreement, Wood shall promptly provide notice to CLIENT. CLIENT shall promptly investigate such conditions. If, in Wood's reasonable opinion, the conditions cause an increase or decrease in Wood's cost of, or time required for, performance of any part of its Services, CLIENT shall issue a Change Order with an equitable adjustment in Wood's compensation, schedule, or both. In the event no Change Order is agreed to, Wood reserves the right to either (i) suspend its performance until a Change Order is agreed to or (ii) discontinue its performance and terminate this Agreement.

7. FORCE MAJEURE: Should performance of Services by Wood be affected by causes beyond its reasonable control, Force Majeure results. Force Majeure includes, but is not restricted to: acts of God; acts of a legislative, administrative or judicial entity; acts of contractors other than contractors engaged directly by Wood; earthquakes; fires; floods; labor disturbances; epidemics; and unusually severe weather. Wood will be granted a time extension and the parties will negotiate an equitable adjustment to the price of any affected Services, where appropriate, based upon the effect of the Force Majeure on performance by Wood.

8. INSTRUMENTS OF SERVICE: All reports, drawings, plans, or other documents (or copies) furnished to Wood by the CLIENT, shall at CLIENT's written request, be returned upon completion of the Services hereunder; provided, however, that Wood may retain one (1) copy of all such documents. All reports, drawings, plans, documents, software, source code, object code, field notes and work product (or copies thereof) in any form prepared or furnished by Wood under this Agreement are instruments of service. Exclusive ownership, copyright and title to all instruments of service remain with Wood.

CLIENT agrees as follows: (i) the instruments of service (a) may be used and relied upon only by CLIENT and, subject to the terms of this Agreement, its design team solely for the design of the Project, (b) will not be used other than for the Project, but may be submitted for any necessary regulatory approval, (c) may be based in part or in whole on facts and/or assumptions provided to, but not independently verified by, Wood and (d) will reflect Wood's findings as to conditions that existed only at the time the Services were performed; (ii) Wood (a) makes no representations as to any facts or assumptions provided to, but not independently verified by, Wood and (b) may rely on all of the information and data provided by CLIENT to Wood being accurate and complete; (iii) any third party who wishes to rely on any instruments of service must first sign Wood's Reliance Letter Agreement; and (iv) if CLIENT requests instruments of service on electronic media, the electronic copy may be inaccurate or incomplete and the document retained by Wood will be the official document, and any modification(s) of the electronic copy made by CLIENT will be at its own risk. CLIENT hereby releases, defends, indemnifies, and holds harmless Wood from and against all liabilities asserted against, or incurred by, Wood related to the breach by CLIENT of any of the foregoing agreements; provided, if CLIENT is a governmental entity, it has no obligation to defend or indemnify Wood.

9. CLIENT'S RESPONSIBILITIES: CLIENT agrees to: (i) provide Wood all available material, data, and information pertaining to the Services, including, without limitation, plot plans, topographic studies, hydrologic data and previous soil and geologic data including borings, field or laboratory tests, written reports, the composition, quantity, toxicity, or potentially hazardous properties of any material known or believed to be present at any site, any hazards that may be present, the nature and location of underground or otherwise not readily apparent utilities, summaries and assessments of the site's past and present compliance status, and the status of any filed or pending judicial or administrative action concerning the site and shall immediately transmit to Wood any new information that becomes available or any changes in plans; (ii) convey and discuss such materials, data, and information with Wood; and (iii) ensure cooperation of CLIENT's employees.

CLIENT shall indemnify, defend, and save Wood harmless from and against any liability, claim, judgment, demand, or cause of action arising out of or relating to: (i) CLIENT's breach of this Agreement; (ii) the negligent acts or omissions of CLIENT or its employees, contractors, or agents; (iii) any allegation that Wood is the owner or operator of a site, or arranged for the treatment, transportation or disposal of hazardous materials, including all adverse health effects thereof and (iv) site access or damages to any subterranean structures or any damage required for site access.

In addition, where the Services include preparation of plans and specifications and/or construction oversight activities for CLIENT, CLIENT agrees to have its construction contractors agree in writing to indemnify and save harmless Wood from and against loss, damage, injury, or liability attributable to personal injury or property damage arising out of or resulting from such contractors' performance or nonperformance of their work.

10. SITE ACCESS: CLIENT shall at its cost and at such times as may be required by Wood for the successful and timely completion of Services: (i) provide unimpeded and timely access to any site, including third party sites if required (ii) provide an adequate area for Wood's site office facilities, equipment storage, and employee parking; (iii) furnish all construction utilities and utilities releases necessary for the Services; (iv) provide the locations of all subsurface structures, including piping, tanks, cables, and utilities; (v) approve all locations for digging and drilling operations; and (vi) obtain all permits and licenses which are necessary and required to be taken out in CLIENT's name for the Services. Wood will not be liable for damage or injury arising from damage to subsurface structures that are not called to its attention and correctly shown on the plans furnished to Wood in connection with its work.

11. WARRANTY OF TITLE, WASTE OWNERSHIP: CLIENT has and shall retain all responsibility and liability for the environmental conditions on the site. Title and risk of loss with respect to all materials shall remain with CLIENT. If the samples or wastes resulting from the Services contain any contaminants, Wood, as the CLIENT's agent, and at CLIENT's direction and expense, will either (i) return such samples or wastes to, or leave them with, CLIENT for appropriate disposal or (ii) using a manifest signed by CLIENT as generator and arranger, coordinate the transport of such samples or wastes to an approved facility selected by CLIENT for final disposal, using a transporter selected by CLIENT. At no time will Wood assume possession or title, constructive or express, to any such samples or wastes. CLIENT agrees to pay all costs associated with the storage, transport, and disposal of samples and wastes.

12. LIMITATION OF LIABILITY: As part of the consideration Wood requires for provision of the Services indicated herein, CLIENT agrees that any claim for damages filed against Wood by CLIENT or any contractor or subcontractor hired directly or indirectly by CLIENT will be filed solely against Wood or its successors or assigns and that no individual person shall be made personally liable for damages, in whole or in part.

CLIENT's sole and exclusive remedy for any alleged breach of Wood's standard of care hereunder shall be to require Wood to re-perform any defective Services. All claims by CLIENT shall be deemed relinquished unless filed within one (1) year after substantial completion of the Services.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, CLIENT AGREES THAT THE LIABILITY OF WOOD TO CLIENT FOR ANY AND ALL CAUSES OF ACTION, INCLUDING, WITHOUT LIMITATION, CONTRIBUTION, ASSERTED BY CLIENT AND ARISING OUT OF OR RELATED TO THE NEGLIGENT ACT(S), ERROR(S) OR OMISSION(S) OF WOOD IN PERFORMING SERVICES, SHALL BE LIMITED TO FIFTY THOUSAND DOLLARS (\$50,000) OR THE TOTAL FEES ACTUALLY PAID TO WOOD BY CLIENT UNDER THIS AGREEMENT WITHIN THE PRIOR ONE (1) YEAR PERIOD, WHICHEVER IS LESS ("LIMITATION"). CLIENT HEREBY WAIVES AND RELEASES (I) ALL PRESENT AND FUTURE CLAIMS AGAINST WOOD OTHER THAN THOSE DESCRIBED IN THE PRECEDING SENTENCE, AND (II) ANY LIABILITY OF WOOD IN EXCESS OF THE LIMITATION.

In consideration of the promises contained herein and for other separate, valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CLIENT acknowledges and agrees that (i) but for the Limitation, Wood would not have performed the Services, (ii) it has had the opportunity to negotiate the terms of the Limitation as part of an "arms-length" transaction, (iii) the Limitation amount may differ from the amount of professional liability insurance carried by Wood, (iv) the Limitation is merely a limitation of, and not an exculpation from, Wood's liability and does not in any way obligate CLIENT to defend, indemnify or hold harmless Wood, (v) the Limitation is an agreed remedy, and (vi) the Limitation amount is neither nominal nor a disincentive to Wood performing the Services in accordance with the Standard of Care.

Wood and CLIENT shall each waive any right to recover from the other party for any special, incidental, indirect, or consequential damages (including lost profits and loss of use) incurred by either Wood or CLIENT or for which either party may be liable to any third party, which damages have been or are occasioned by Services performed or reports prepared or other work performed hereunder.

CLIENT agrees that the damages for which Wood shall be liable are limited to that proportion of such damages which is attributable to Wood's percentage of fault subject to the other limitations herein.

13. ASSIGNMENT AND SUBCONTRACTING: Neither party shall assign its interest in this Agreement without the written consent of the other, except that Wood may assign its interest in the Agreement to related or affiliated companies of Wood or subcontract portions of the Services to a qualified subcontractor without the consent of CLIENT.

If services are required in New York, Wood will arrange for such services to be provided by an associated firm and this agreement, where required, shall be deemed to be directly between the CLIENT and the licensed firm for all purposes related to the specific scope of services. Wood shall retain responsibility in accordance with this Agreement for all services performed.

14. COST ESTIMATES: If included in the Services, Wood will provide cost estimates based upon Wood's experience on similar projects, which are not intended for use by CLIENT or any other party in developing firm budgets or financial models, or in making investment decisions. Such cost estimates represent only Wood's judgment as a professional and, if furnished, only for CLIENT's general guidance and are not guaranteed as to accuracy.

15. DISPUTE RESOLUTION: If a claim, dispute, or controversy arises out of or relates to the interpretation, application, enforcement, or performance of Services under this Agreement, Wood and CLIENT agree first to try in good faith to settle the dispute by negotiations between senior management of Wood and CLIENT. If such negotiations are unsuccessful, Wood and CLIENT agree to attempt to settle the dispute by good faith mediation if both parties agree. If the dispute cannot be settled through mediation, and unless otherwise mutually agreed, the dispute shall be settled by litigation in an appropriate court in the state of the Wood office entering into this Agreement. TO THE EXTENT NOT PROHIBITED BY LAW, THE PARTIES HEREBY WAIVE TRIAL BY JURY WITH RESPECT TO ANY ACTION OR PROCEEDING BROUGHT IN CONNECTION WITH THIS AGREEMENT. Except as otherwise provided herein, each party shall be responsible for its own legal costs and attorneys' fees.

16. TERM AND TERMINATION: The term of this Agreement shall commence as of the day and year first written above, and shall continue in effect until terminated by either party as provided herein. Either party may terminate this Agreement at any time, with or without cause, by providing not less than ten (10) days advance written notice to the other party. Wood may terminate this Agreement immediately in writing if CLIENT becomes insolvent, enters bankruptcy, receivership, or other like proceeding (voluntary or involuntary) or makes an assignment for the benefit of creditors.

Notwithstanding the termination of this Agreement, this Agreement will survive as to the Services provided prior to the Agreement's effective termination date, until all of the rights and obligations of both parties thereunder have been fulfilled.

CLIENT shall compensate Wood for all Services performed hereunder through the date of any termination and all reasonable costs and expenses incurred by Wood in effecting the termination, including non-cancelable commitments and demobilization costs.

17. NOTICE: Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address set forth in the introductory paragraph of this Agreement (or such other address as the parties may designate from time to time in writing) and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. Notices shall be effective: (a) upon receipt after being delivered personally, (b) 3 days after being deposited in the mail as described above, or (c) 2 days after being deposited with a commercial courier service.

18. CONFIDENTIALITY: Both parties shall keep all information and data provided by the other party pertaining to the Services strictly confidential, and unless such information and data is already in the public domain on the date of the Agreement, neither party shall publish or otherwise disseminate such information and data to any third party without receiving written permission to do so from the source of such information or data. If disclosure of such confidential information is required by law or legal process, the party obligated to disclose such information should provide reasonable advance notice to the party that provided such information.

19. WAIVER: The failure of either Wood or CLIENT in any one or more instances to enforce one or more of the terms or conditions of this Agreement or to exercise any right or privilege in this Agreement or the waiver by Wood or CLIENT of any breach of the terms or conditions of this Agreement shall not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same shall continue and remain in force and effect as if no such failure to enforce had occurred.

20. SEVERABILITY AND HEADINGS: Every term or condition of this Agreement is severable from others. Notwithstanding any possible future finding by a duly constituted authority that a particular term or provision is invalid, void, or unenforceable, this Agreement has been made with the clear intention that the validity and enforceability of the remaining parts, terms, and provisions shall not be affected thereby. The headings used in this Agreement are for general reference only and do not have special significance.

21. GOVERNING LAWS/LANGUAGE: This Agreement shall be governed and construed in accordance with the laws of the state of the Wood office entering into this Agreement. All communications relating to or arising out of this Agreement shall be in the English language.

22. NONDISCRIMINATION AND AFFIRMATIVE ACTION: Wood agrees to comply with Executive Order 11246 and the applicable federal regulations pertaining to nondiscrimination and affirmative action, including the Equal Opportunity Clause, the Affirmative Action Clause for Handicapped Workers, and the Affirmative Action Clause for Disabled Veterans and Veterans of the Vietnam Era. Further, Wood agrees that its facilities are not segregated.

23. FIELD REPRESENTATION: The Services do not include supervision or direction of the means, methods or actual work of other consultants, contractors and subcontractors not retained by Wood. The presence of Wood's representative will not relieve any such other party from its responsibility to perform its work and services in accordance with its contractual and legal obligations and in conformity with the plans and specifications for the project. CLIENT agrees that each such other party will be solely responsible for its working conditions and safety on the site. Wood's monitoring of the procedures of any such other party is not intended to include a review of the adequacy of its safety measures. It is agreed that Wood is not responsible for safety or security at a site, other than for Wood's employees, and that Wood does not have the contractual duty or legal right to stop the work of others.

24. AUTHORIZATION TO SIGN: The person signing this Agreement warrants that he has authority to sign as, or on behalf of, the CLIENT for whom or for whose benefit Wood's services are rendered.

25. ANTI-BRIBERY: The Parties undertake to protect the standards of business practice of the other Party at all times and to act in such a way as to uphold the good name and reputation of the other Party and not to do or attempt to do any act or thing which is intended to and/or which in fact causes any damage to or brings discredit upon the other Party and, in particular, the Parties will not:

(a) Offer or give or agree to give to any director, officer, employee or agent of the other Party or any other entity any gift or consideration of any kind as an inducement or reward for doing or for forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of any contract or for showing or forbearing to show any favor or disfavor to any person in relation to any contract.

(b) Induce or attempt to induce any officer, servant or agent of any private or public body to neither depart from his duties to his employer nor be involved with any such arrangement.

26. ENTIRE AGREEMENT: The terms and conditions set forth herein constitute the entire understanding and agreement of Wood and CLIENT with respect to the Services. All previous proposals, offers, and other communications relative to the provisions of these Services are hereby superseded. Any modification or revision of any provision set forth herein or any additional provision contained in any purchase order, acknowledgment, or other form of the CLIENT is hereby superseded and expressly objected to by Wood and shall not operate to modify this Agreement. Should CLIENT utilize its purchase order or any other form to procure services, CLIENT acknowledges and agrees that its use of such purchase order or other form is solely for administrative purposes and in no event shall Wood be bound to any terms and conditions on such purchase order or other form, regardless of reference to (e.g. on invoices) or signature upon (e.g. acknowledgement) such purchase order or other form by Wood. CLIENT shall endeavor to reference this Agreement on any purchase order or other form it may issue to procure Wood services, but CLIENT's failure to do so shall not operate to modify this Agreement.

IN WITNESS WHEREOF, CLIENT and Wood have caused this Agreement to be executed by their respective duly authorized representatives as of the date first set forth above.

CLIENT

By: _____

Name: _____

Title: _____

Wood Environment & Infrastructure Solutions, Inc.

By: _____

Name: _____

Title: _____

Exhibit "1"

Proposal



2038 Newton Road
 Albany, GA 31701-3905
 Phone: (229) 430.6120
 Fax: (229) 430.6128

Public Works

MEMORANDUM

TO: Michael McCoy, County Administrator
 FROM: Larry W. Cook, Public Works Director
 DATE: November 5, 2019
 RE: List of FY 2020 Resurfacing Program Roads and LMIG Project

Listed below are the streets and roads recommended for review under the FY 2020 LMIG Program.

<u>2020 Road Resurfacing</u>					
District	Road	From	To	Length (MI)	Project Cost
6	Broach Ave	Cul-de-sac	Pinto Dr	1.40	\$ 143,863.32
6	Gaissert Rd	Fleming Rd	Landfill Rd	1.53	\$ 157,222.05
1	Mud Creek Rd	Gillionville Rd	Walker Ducker Rd	3.60	\$ 369,934.24
6	Nelms Rd	U.S. 19	Gravel Hill Rd	3.37	\$ 346,299.56
6	Nelms Rd	Radium Springs Rd	Dead End	0.33	\$ 33,910.64
5	Old Pretoria Rd	City Limits	Oakhaven Dr	1.36	\$ 139,752.94
5	Vanderbilt Dr	Leary Rd	Newton Rd	2.38	\$ 244,567.64
6	Williamsburg Rd	Radium Springs	Dead End (E of 19)	2.20	\$ 226,070.93
1	Old Dawson Rd	Winifred Rd	Tallahassee Rd	3.41	\$ 350,409.94
6	Morgan St	Thomas Rd	Cul-de-sac	0.59	\$ 60,628.11
1	Ironwood Ct	Forrester Rd	Cul-de-sac	0.18	\$ 18,496.71
1	Birchwood Dr	Ironwood Ct	Pt 800'	0.15	\$ 15,413.93

<u>2020 Road Full Depth Reclamation</u>					
1	Forrester Rd	Old Dawson Rd	Terrell Co. Line	0.83	\$ 313,240.43
1	Birchwood Dr	Pt 800'	Cul-de-sac	0.15	\$ 56,609.72
6	Thomas Rd	S. County Line Rd	Dead End	0.88	\$ 332,110.34
6	Morgan Ct	Thomas Rd	Dead End	0.16	\$ 60,383.70

Total Cost Estimate 22.52 MI \$ 2,868,914.20