



DOUGHERTY COUNTY BOARD OF COMMISSIONERS
ADMINISTRATION

Jawahn E. Ware
County Clerk/Procurement Manager

Attention Viewers of www.dougherty.ga.us:

The following supplemental material pertains to the:

January 27, 2020 Regular Session

Documents received after noon, January 23, 2020 are not included.

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

Sincerely,

Jawahn E. Ware
County Clerk



REGULAR MEETING – JANUARY 27, 2020

DRAFT 4 bh

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

10 AM

AGENDA

1. Call meeting to order by Chairman Christopher Cohilas.
2. Invocation by Chairman Cohilas.
3. Pledge of Allegiance.
4. Consider for action the approval of the January 6th Regular Meeting Minutes.
ACTION: **See Minutes.**
5. Delegations (**The Commission will hear comments on those items pertaining to Dougherty County for which a public hearing has not been held or scheduled. Please be brief, to the point, and considerate of time for others).**
 - a. **J. Scott Steiner**, President & CEO of **Phoebe Putney Health System** present to discuss a **community investment** and provide an **update on the 2020 initiatives**.
See Presentation.
 - b. **Jason Vickery, P.E.**, Program Manager and Financial Recovery Specialist **Andy Burns** with **Tetra Tech** are present to provide a **FEMA Public Assistance/Grant Recovery** update for the four (4) declared major natural disasters from January 2, 2017 to present.
See Handout.
 - c. **County Administrator Michael McCoy** present to introduce the new **CDBG-DR Program Manager, Georgia Collier-Bolling** to the Commission.
 - d. **Meredith Lipson, CPA, Mauldin and Jenkins Certified Public Accountants**, present to provide the **FY 2018-19 Audit ending June 30, 2019**. Finance Director Martha Hendley and Financial Advisor Edmund Wall are also present.
See Handout.

<See Next Page>

- e. **Judy Bowles**, KADB Executive Director, present to provide an **update** on a **Community Visual Enhancement** in the County. **See Handout.**

6. Consider for action the **Resolution** providing for the acceptance and execution of the contract to **complete the Northwest Library Parking Lot** from the lowest most responsive and responsible vendor, **HTS Construction** (Albany, GA) in the amount of **\$351,103 subject to the execution of the contract by the County Administrator**. Funding is budgeted in **SPLOST VI and VII**. Assistant County Administrator Scott Addison will address. Library Director Pauline Abidde, Project Engineer Jeremy Brown and City of Albany Buyer Kimberly Allen are present. **See Purchases #1.**

ACTION:

7. Consider for action the purchase of **ten (10) Motorola API 6000 Portable Radios** for the EMS Department from single source vendor **Motorola Solutions** (Albany, GA) in the amount of **\$38,974.20**. Funding is budgeted in **SPLOST VII**. Assistant County Administrator Scott Addison will address. EMS Director Sam Allen is present. **See Purchases #2.**

ACTION:

8. Consider for action the purchase of **two (2) Zoll Cardiac Monitors** for the EMS Department from single source vendor **Zoll Medical Corporation** (Chelmsford, Mass) in the amount of **\$62,614.36**. Funding is budgeted in **SPLOST VII**. Assistant County Administrator Scott Addison will address. EMS Director Sam Allen is present. **See Purchases #3.**

ACTION:

9. Consider for action the **Resolution** establishing the **Qualifying Fees** for the public offices in Dougherty County for the **2020 Election**. **See Other #1.**

ACTION:

10. Consider for action the **Resolution** providing for the acceptance and execution of the **Railroad Crossing Cost Reimbursement Agreement between Dougherty County, GA and Hilton and Albany Railroad, Inc.** in the estimated amount of **\$71,737.25** providing for the **rehabilitation of the rail road crossing at 8-Mile Road**. Funding is available in **SPLOST VII**. **See Other #2.**

ACTION:

11. Consider for action the **Resolution** providing for **Approval and Execution** of the **Fourth Amendment to the certain Health Services Agreement** between Dougherty County, Georgia and **Phoebe Putney Memorial Hospital, Inc.** to be effective January 27, 2020. Chief Jail John Ostrander will address. **See Other #3.**

ACTION:

12. Consider for action a **Resolution** providing for an **Intergovernmental Transfer** from Dougherty County **to the City of Albany** of certain real property in Dougherty County **for the purpose of relocating Lowe Road**. County Attorney Spencer Lee and Project Engineer Jeremy Brown will address. **See Other #4.**

ACTION:

13. Consider for action a **Resolution** providing for approval and execution of an **Underground Easement** from Dougherty County **to Georgia Power Company for the purpose of providing new electrical service to the Radium Springs Gardens/Casino area**. County Attorney Spencer Lee and Project Engineer Jeremy Brown will address. **See Other #5.**

ACTION:

14. Items from the County Administrator.

- a. Reminder – The **Recreation Committee** meeting will be *held immediately following today's meeting* in the Administrative Conference Room.

15. Items from the County Attorney.

16. Items from the County Commission.

17. 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

January 6, 2020

The Dougherty County Commission met in Room 100 of the Albany-Dougherty Government Center on January 6, 2020. Chairman Christopher Cohilas presided. Commissioners present were Victor Edwards, Gloria Gaines, Russell Gray, Lamar Hudgins, Clinton Johnson, and Anthony Jones. Also present were County Administrator Michael McCoy, Assistant County Administrator Scott Addison, County Attorney Spencer Lee, County Clerk Jawahn Ware, other staff and representatives of the media.

After the invocation and Pledge of Allegiance, the Chairman called for approval of the December 2 Regular Meeting, December 9 Work Session, December 9 State Legislative Meeting, and December 16 Regular Meeting minutes.

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

The Chairman recognized Commissioner Lamar Hudgins as the Vice Chairman for Calendar Year 2020 per Resolution No. 91-011.

The Chairman recognized David Hodges, Chief Ranger, to provide the Georgia Forestry Commission Annual Report. Mr. Hodges is the Chief Ranger for Dougherty County and Lee County and replaced Tommy Lambert due to retirement. He shared that there were 12 wildfires in FY 18-19 which was a decrease from the previous year. The department is now fully staffed and there should be an increase in prevention and management activities in the future. General questions posed by the Commission were answered.

The Chairman recognized Radium Springs citizen Don Dalling to address the possible restoration of the water tower in that area. The Chairman directed Mr. McCoy to find out who owns the tower and to see how this could be possibly restored.

The Chairman recognized Pastor Rance Pettibone who requested the use of the utilities at the Government Center once a month. His specific request was to use electrical power during their prayer services that normally takes place on the every 1st Saturday of the month for an hour. He shared the power was available for five years and ceased November 2019. Mr. McCoy shared that open access to the building's power was a risk management liability. Mr. McCoy was directed by the Chairman to take the request under consideration and provide a report back to the Commission. Additional discussion took place and some Commissioners suggested a policy for facility use. Mr. McCoy reminded the Board that any policies or procedures would need to involve the City of Albany because the building was jointly owned.

The Chairman recognized citizen George Carter who presented a concern pertaining to Ramsey Road.

The Chairman recognized Warren Grant who asked the Commission to consider government consolidation.

The Chairman called for consideration of a resolution providing for the acceptance and execution of the proposal to complete Phase I of the Radium Springs Trailhead Project from the lowest most responsive and responsible vendor, Artesian Contracting of Albany, GA in the amount of \$474,234.70 subject to the execution of the contract by the County Administrator. Funding is budgeted in SPLOST VII. Assistant County Administrator Scott Addison addressed. Public Works Director Larry Cook, Project Engineer Jeremy Brown and City of Albany Buyers Kimberly Allen and Joshua Williams were present. Mr. Addison shared that this was the first project presented to the Board from Ron Huffman's proposal. He highlighted details of the second phase of the project and shared that the County received \$200,000 in grant funds towards the project. Mr. Addison stated that he would resend design plans to the Commission.

Commissioner Gray moved for approval. Upon a second by Commissioner Jones the motion passed unanimously. Resolution 20-001 is entitled:

A RESOLUTION
ENTITLED

A RESOLUTION PROVIDING FOR THE ACCEPTANCE AND EXECUTION OF
A PROCUREMENT RECOMMENDATION DATED JANUARY 2, 2020
PROVIDING FOR CONTRACTING WITH ARTESIAN CONTRACTING OF
ALBANY, GEORGIA FOR WORK ON PHASE I OF THE RADIUM SPRINGS
TRAILHEAD PROJECT IN THE AMOUNT OF \$474,234.70; REPEALING
RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT HERewith;
AND FOR OTHER PURPOSES.

The Chairman called for consideration of the reappointment of the Dougherty County Police Chief through the extension of the employment agreement through January 4, 2021. County Attorney Spencer Lee addressed. Attorney Lee shared that the Commission should consider the renewal of the contracts for Dougherty County Police Chief and County Administrator annually; and added that the documents were in legal form.

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

The Chairman called for consideration of reappointment of the County Administrator through the extension of the employment agreement through January 4, 2021 per section 1-3-23 of the Dougherty County Code of Ordinances. County Attorney Spencer Lee addressed. Commissioner Edwards asked for clarification in reference to the evaluation of the Administrator. Commissioner Jones said the Board decided to conduct an evaluation during the year after the first anniversary of appointment; others provided acknowledgment of the agreement.

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

Commissioner Edwards stated that the Board should begin the process to develop the evaluation criteria for the County Administrator and requested to see an example at the retreat. Chairman Cohilas formally directed Human Resource Director Dominique Hall to do so. Commissioner Edwards reminded the board that there were two other staff members that report directly to the Board [the County Attorney and Dougherty County Police Chief].

There being no further business to come before the Commission, the meeting adjourned at 10:46 a.m.

CHAIRMAN

ATTEST:

COUNTY CLERK

**A RESOLUTION
ENTITLED**

**A RESOLUTION PROVIDING FOR THE ACCEPTANCE AND EXECUTION OF A PROCUREMENT
RECOMMENDATION DATED JANUARY 10, 2020 WITH HTS CONSTRUCTION, ALBANY, GEORGIA
PROVIDING FOR THE ASPHALT PAVING OF THE NORTHWEST LIBRARY PARKING LOT LOCATED
AT 2507 DAWSON ROAD IN THE AMOUNT OF \$351,103.00; REPEALING RESOLUTIONS OR
PARTS OF RESOLUTIONS IN CONFLICT HERewith; AND FOR OTHER PURPOSES.**

WHEREAS, the Board of Commissioners of Dougherty County, Georgia is hereby desirous of approving a Procurement Recommendation dated January 10, 2020 with HTS Construction, Albany, Georgia providing for the asphalt paving of the Northwest Library parking lot located at 2507 Dawson Road in the amount of \$351,103.00.

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

SECTION I The attached Procurement Recommendation dated January 10, 2020 with HTS Construction, Albany, Georgia providing for the asphalt paving of the Northwest Library parking lot located at 2507 Dawson Road in the amount of \$351,103 is hereby approved, subject to the execution of a contract, and the County Administrator is hereby authorized to execute any and all documents necessary for full implementation of said Procurement Recommendation.

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

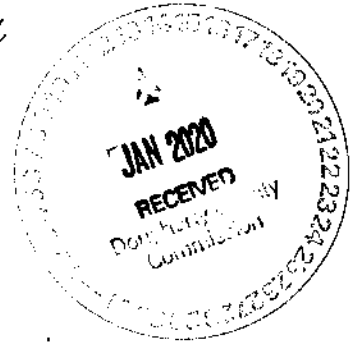
This the 27th day of January, 2020.

BOARD OF COMMISSIONERS OF
DOUGHERTY COUNTY, GEORGIA

BY: _____
Christopher S. Cohilas, Chairman

ATTEST:

County Clerk



PROCUREMENT RECOMMENDATION

DATE: January 10, 2020

TITLE: Northwest Library Parking
REFERENCE NUMBER: 20-024

DEPARTMENT: DOCO Engineering
ACCOUNT NUMBER: SPLOST VI 21026.7007.02 (\$225,000.00)
SPLOST VII 21075.7002 (\$175,000.00)

OPENING DATE: 1/9/2020
BUYER: Kimberly M. Allen

BUDGETED AMOUNT: \$400,000.00
DEPARTMENT CONTACTS: Jawahn Ware

Yvette Fields, Director

RECOMMENDATION:

Recommend contracting with **HTS Construction, Albany, Georgia** for the Asphalt Paving of the Northwest Library parking lot located at 2507 Dawson Road, Albany, Georgia, for a total expenditure of **\$351,103.00**.

BACKGROUND INFORMATION:

This bid was advertised in the local paper, on the access channel, and the Georgia Procurement Registry. The bid opening was January 9, 2020. Four (4) contractors submitted a bid.

HTS Construction has met all the requirements for contract award. The contract time for this project is ninety (90) calendar days from Notice to Proceed.

Jeremy Brown, Project Manager, DOCO Engineering, and Pauline Abidde, Library Director concur with this recommendation.

COUNTY ADMINISTRATOR ACTION:

☒ APPROVED

☐ DISAPPROVED

☐ HOLD

COMMENTS:

1-16-2020
DATE

COUNTY ADMINISTRATOR

List of Documents Attached:
Tabulation Sheet

CENTRAL SERVICES



Scott Addison
Assistant County Administrator

**DOUGHERTY COUNTY BOARD OF COMMISSIONERS
ADMINISTRATION**

Dougherty County Commission Agenda Items

Date: January 23, 2020
Meeting Date: January 27, 2020
Subject/Title: EMS Cardiac Monitors
Presented for: Decision
Presenter: Scott Addison, Assistant County Administrator

Statement of Issue

Dougherty County EMS is in need of new cardiac monitors.

History/Facts and Issues

Dougherty County EMS is in need of two (2) cardiac monitors. A quote was obtained from single source provider Zoll Medical Corporation for \$31,307.18 each. Funding will be provided in the FY budget in SPLOST VII.

Recommended Action

Recommend Dougherty County accepts the quote from Zoll Medical Corporation for an expenditure of \$62,614.36 for the purchase of two cardiac monitors for Dougherty County EMS.

Funding Source

SPLOST VII
Budget \$65,000

**ZOLL Medical Corporation**

Worldwide Headquarters
269 Mill Rd
Chelmsford, Massachusetts 01824-4105
(978) 421-9655 Main
(800) 348-9011
(978) 421-0015 Customer Support
FEDERAL ID#: 04-2711626

TO: Dougherty County EMS
901 North Jefferson Street
Albany, GA 31701

Attn: **Richard Roberts**
Assistant Director

email: rroberts@dougherty.ga.us

Tel: 229-483-767

QUOTATION 330021 V:1

DATE: January 16, 2020

TERMS: Net 30 Days

FOB: Shipping Point

FREIGHT: Prepay and Add

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
1	601-2221011-01	X Series® Manual Monitor/Defibrillator with 4 trace tri-mode display monitor/ defibrillator/ printer, comes with Real CPR Help®, advisory algorithm, advanced communications package (Wi-Fi, Bluetooth, USB cellular modem capable) USB data transfer capable and large 6.5"(16.5cm) diagonal screen, full 12 ECG lead view with both dynamic and static 12-lead mode display. Accessories Included: <ul style="list-style-type: none">• MFC cable• MFC CPR connector• A/C power adapter/ battery charger• A/C power cord• One (1) roll printer paper• 6.6 Ah Li-ion battery• Carry case• Declaration of Conformity• Operator's Manual• Quick Reference Guide • One (1)-year EMS warranty Advanced Options: Real CPR Help Expansion Pack CPR Dashboard quantitative depth and rate in real time, release indicator, interruption timer, perfusion performance indicator (PPI) <ul style="list-style-type: none">• See - Thru CPR artifact filtering	1	\$37,275.00	\$29,074.50	\$29,074.50 *

To the extent that ZOLL and Customer, or Customer's Representative have negotiated and executed overriding terms and conditions ("Overriding T's & C's"), those terms and conditions would apply to this quotation. In all other cases, this quote is made subject to ZOLL's Standard Commercial Terms and Conditions ("ZOLL T's & C's") which for capital equipment, accessories and consumables can be found at <http://www.zoll.com/GTC> and for software products can be found at <http://www.zoll.com/SSPTC> and for hosted software products can be found at <http://www.zoll.com/SSHTC>. Except in the case of overriding T's and C's, any Purchase Order ("PO") issued in response to this quotation will be deemed to incorporate ZOLL T's & C's, and any other terms and conditions presented shall have no force or effect except to the extent agreed in writing by ZOLL.

1. DELIVERY WILL BE MADE 60-90 DAYS AFTER RECEIPT OF ACCEPTED PURCHASE ORDER.
2. PRICES QUOTED ARE VALID FOR 60 DAYS.
3. APPLICABLE TAX, SHIPPING & HANDLING WILL BE ADDED AT THE TIME OF INVOICING.
4. ALL PURCHASE ORDERS ARE SUBJECT TO CREDIT APPROVAL BEFORE ACCEPTABLE BY ZOLL.
5. FAX PURCHASE ORDER AND QUOTATION TO ZOLL CUSTOMER SUPPORT AT 978-421-0015
OR EMAIL TO ESALES@ZOLL.COM.
6. ALL DISCOUNTS OFF LIST PRICE ARE CONTINGENT UPON PAYMENT WITHIN AGREED UPON TERMS.
7. PLACE YOUR ACCESSORY ORDERS ONLINE BY VISITING www.zollwebstore.com.

Brooke Elliott
EMS Territory Manager
813-428-2861



TO: Dougherty County EMS
901 North Jefferson Street
Albany, GA 31701

Attn: **Richard Roberts**
Assistant Director

email: rroberts@dougherty.ga.us

Tel: 229-483-767

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QUOTATION 330021 V:1

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ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
		ZOLL Noninvasive Pacing Technology: Masimo Pulse Oximetry SP02 <ul style="list-style-type: none">• Signal Extraction Technology (SET)• Rainbow SET NIBP Welch Allyn includes: <ul style="list-style-type: none">• Smartcuff 10 foot Dual Lumen hose• SureBP Reusable Adult Medium Cuff End Tidal Carbon Dioxide monitoring (ETCO2) Oridion Microstream Technology: Order required Microstream tubing sets separately Interpretative 12- Lead ECG: <ul style="list-style-type: none">• 12-Lead one step ECG cable- includes 4- Lead limb lead cable and removable precordial 6- Lead set				
2	8000-0330	SpO2 Rainbow Reusable Patient Cable: Connects to LNCS Single Use and Reusable Sensors (4 ft)	1	\$295.00	\$230.10	\$230.10 *
3	8000-0294	SpO2 LNCS Adult Reusable Sensor (1 each)	1	\$295.00	\$230.10	\$230.10 *
4	8000-002005-01	Cable Sleeve, Propaq / X Series, ZOLL Blue	1	\$52.45	\$40.91	\$40.91 *

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Brooke Elliott
EMS Territory Manager
813-428-2861



TO: Dougherty County EMS
901 North Jefferson Street
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Attn: Richard Roberts
Assistant Director

email: rroberts@dougherty.ga.us

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FEDERAL ID#: 04-2711626

QUOTATION 330021 V:1

DATE: January 16, 2020

TERMS: Net 30 Days

FOB: Shipping Point

FREIGHT: Prepay and Add

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
5	8000-0895	Cuff Kit with Welch Allyn Small Adult, Large Adult and Thigh Cuffs	1	\$157.50	\$122.85	\$122.85 *
6	8000-0580-01	Six hour rechargeable Smart battery	2	\$519.75	\$386.10	\$772.20 *
7	8900-0402	CPR stat•padz HVP Multi-Function CPR Electrodes - 1 pair	1	\$78.75	\$40.95	\$40.95 *
8	8900-0810-01	pedi•padz® II Pediatric Multi-Function Electrodes - Designed for use with the AED Plus. The AED recognizes when pedi•padz II are connected and automatically proceeds with a pediatric ECG and adjusts energy to pediatric levels. Twenty four (24) month shelf-life. One pair.	1	\$99.75	\$77.81	\$77.81 *
9	8000-000901-01	ECG plain white paper- 80mm (pack of 6 rolls)	1	\$25.20	\$19.66	\$19.66 *
10	8000-001405-01	Kit, MultiTech MTC Cat M1 Cell Modem, Verizon	1	\$895.00	\$698.10	\$698.10 *
*Reflects Discount Pricing.						

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TOTAL \$31,307.18

Brooke Elliott
EMS Territory Manager
813-428-2861

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6. ALL DISCOUNTS OFF LIST PRICE ARE CONTINGENT UPON PAYMENT WITHIN AGREED UPON TERMS.
7. PLACE YOUR ACCESSORY ORDERS ONLINE BY VISITING www.zollwebstore.com.

A RESOLUTION
ENTITLED
A RESOLUTION ESTABLISHING THE QUALIFYING
FEES FOR PUBLIC OFFICES IN DOUGHERTY
COUNTY, GEORGIA, FOR THE 2020 ELECTION;
REPEALING PRIOR RESOLUTIONS IN CONFLICT;
AND FOR OTHER PURPOSES.

BE IT RESOLVED by the Board of Commissioners of Dougherty County, Georgia, and IT IS HEREBY RESOLVED that the qualifying fees for the following public offices in Dougherty County be filed in the 2020 election, as follows:

OFFICES	FEES
Members, Board of Commissioners Districts 1, 3 and 5	\$ 288.00
Member at Large, Board of Education	108.00
Members, Board of Education Districts 1, 3 and 5	90.00
Clerk of Court	2,034.00
Coroner	1,950.00
Probate Court Judge	2,034.00
State Court Judge	4,284.69
Sheriff	2,347.42
Chief Superior Court Judge	968.84
Superior Court Judge	897.06

BE IT FURTHER RESOLVED that all resolutions or parts of resolutions in conflict herewith are repealed.

BOARD OF COMMISSIONERS OF
DOUGHERTY COUNTY, GEORGIA

ATTEST:

By: _____
Christopher S. Cohilas, Chairman

County Clerk

Adopted: _____

**A RESOLUTION
ENTITLED**

A RESOLUTION PROVIDING FOR THE APPROVAL AND EXECUTION OF A CROSSING COST REIMBURSEMENT AGREEMENT BETWEEN DOUGHERTY COUNTY, GEORGIA AND HILTON AND ALBANY RAILROAD, INC. IN THE ESTIMATED COST OF \$71,737.25 FOR THE REHABILITATION OF THE RAIL ROAD CROSSING AT 8-MILE ROAD; REPEALING RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT HERewith; AND FOR OTHER PURPOSES.

WHEREAS, the Board of Commissioners of Dougherty County, Georgia is desirous of entering into a Crossing Cost Reimbursement Agreement with Hilton and Albany Railroad, Inc. in the estimated cost of \$71,737.25 for the rehabilitation of the rail road crossing at 8-Mile Road.

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

SECTION I The attached Crossing Cost Reimbursement Agreement between Dougherty County, Georgia and Hilton and Albany Railroad, Inc. in the estimated amount of \$73,737.25 is hereby approved and the County Administrator is hereby authorized to execute same as well as any and all other documents necessary for full implementation of said Crossing Cost Reimbursement Agreement.

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

This the 27th day of January, 2020.

BOARD OF COMMISSIONERS OF
DOUGHERTY COUNTY, GEORGIA

BY: _____
Christopher S. Cohilas, Chairman

ATTEST:

County Clerk

Crossing Cost Reimbursement Agreement

This Agreement (the “Agreement”) dated as of January 3, 2020 (“Effective Date”) is between Hilton & Albany Railroad, Inc. (“Railroad”) with an address of 13901 Sutton Park Drive, Suite 185, Jacksonville, FL 32224 and Dougherty County, GA (“Customer”) with a mailing address of 222 Pine Ave, Suite 540, Albany, GA 31701.

WHEREAS, the parties have either already agreed or will endeavor to agree on the design for improvements (“Permitted Improvements”) to the rail crossing located at MP 307.47, DOT 733578S (the “Crossing”), the cost of which is estimated to be \$71,737.25 (the “Estimate”).

WHEREAS, this Agreement governs the reimbursement of the actual expenses (the “Expenses”) to be incurred by Railroad.

NOW THEREFORE, in view of the foregoing statements, which form the factual basis of this Agreement and in further view of other good and valuable consideration, the parties agree as follows:

1. Permitted Improvements and Reimbursement.

(a) Railroad agrees to perform work at the Crossing in order to implement the Permitted Improvements, as shown on the design and/or plan attached hereto or hereafter approved in writing by the parties (the “Work”). The Work will require installation of new surface, rails, ties and other materials, such Work to be scheduled and coordinated between the parties to minimize any disruption in the use of the Crossing by Customer.

(b) Railroad will act as the project manager throughout the duration of the Work, which includes the procurement of materials and engagement of labor necessary to complete the Work.

(c) All construction or replacement of track shall be compliant with applicable federal, state and municipal regulations for the construction of railroad / highway crossings and using engineering standards as issued by AREMA.

(d) Prior to starting the Work, Customer shall furnish any other necessary construction drawings to Railroad and the Work will conform to such drawings. In the event of any conflict between the drawings and the standards in paragraph 1(c) above, Railroad will notify the Customer and the parties will agree upon any deviation from the drawings reasonably required to comply with such standards.

(e) The Customer agrees to reimburse Railroad for 100% of the Expenses and in accordance with the Estimate attached hereto and the invoicing process described herein,.

(f) Railroad agrees to complete the Work on or before **April 15, 2020**.

2. Term.

The effective date of this Agreement will be the Effective Date and continuing until the Work is completed in accordance herewith; however, Railroad's obligation to invoice as set forth in Section 3 and Customer's obligation to make payment, as set forth in Section 1, shall survive.

3. Invoicing for Reimbursement of Expenses.

- (a) *No later than **June 15, 2020***, Railroad will invoice the Customer for actual costs (including overhead) with documentation to substantiate such costs. Railroad will send such invoice to Customer via email to the attention of **Jeremy Brown, P.A.** (jebrown@dougherty.ga.us) and **Michael McCoy**, County Administrator (mmccoy@dougherty.ga.us).
- (b) All payments due Railroad from the Customer will be paid by the Customer within thirty (30) days after receipt of an invoice and documentation from Railroad.

4. Miscellaneous.

- (a) This Agreement and the plans and specifications to be incorporated herein represent the complete and entire understanding of the parties regarding the Work to the Crossing and supersedes any prior drafts of this Agreement and any oral agreements regarding the Work.
- (b) This Agreement has been executed by the authorized officials of the parties and may not be amended unless in writing and signed by the authorized officials of the parties.
- (c) This Agreement is the result of the mutual negotiations of the parties and shall not be construed against either of them as the drafter.
- (d) This Agreement may not be assigned by either party without the written consent of the other party, which shall not be unreasonably withheld.
- (e) Any waiver of any provision must be in writing and issued by the party granting the waiver. The waiver applies only for the specific facts contained in the waiver and is not construed as a waiver of such facts for the future.
- (f) No party shall be liable to the other party for any consequential, indirect, incidental, exemplary, special or punitive damages (including but not limited to, cost of capital, decline in market value, business interruption expenses, attorneys' fees and lost sales) of any kind arising out of this Agreement regardless of whether the party against whom such damages might be otherwise sought knew or reasonably should have known of the possibility of such damages.
- (g) This Agreement may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original but which together shall constitute one and the same instrument, and counterparts of this Agreement may also be exchanged via electronic

facsimile machines and any electronic facsimile of any Party's signature shall be deemed to be an original signature for all purposes.

IN WITNESS WHEREOF, the Parties have caused duly authorized representatives to execute this Agreement as of the date first written above.

Hilton & Albany Railroad, Inc.

Dougherty County, GA

By: _____

By: _____

Name: James Irvin

Name: Michael McCoy

Title: President

Title: County Administrator

Date: _____

Date: _____

Address:

222 Pine Avenue
Suite 540
Albany, GA 37101
229-431-2193
mmcoy@dougherty.ga.us

Hilton & Albany Railroad, Inc.

Dot#: 733578S

Central Region

Railroad

HAL

MP#: 307.47

State

Georgia

Crossing/Project Name

Mile 8 Project

Crossing Rehabilitation

\$51,296.00

Switch Ties, Tie plates, spikes, anchors, 115R rail, transition rail, welds, panels

*Includes Installation & Materials

*Does not include sales tax, freight, and misc handling fees

Crossing Surface/Resurface

\$11,000.00

*Includes Installation & Materials

*Does not include sales tax, freight, and misc handling fees

Estimated Sales Tax

\$2,919.68

Contingency

\$6,521.57

Total Cost Estimate

\$71,737.25

Date: 9/15/2019

Responsible Party

Dale Hanshew

229-364-6259

NOTE: Estimate was prepared based upon current site conditions, anticipated work duration periods, material prices, labor rates, manpower, resource availability, and other factors known to the railroad as of the date prepared. The actual cost of the railroad work may vary, or differ, based upon the Agency's requirements, their contractors' work procedures and/or other conditions that become apparent once construction commences and during the progression of the work. If extended time lapses from the date of this estimate, the railroad reserves the right to update this estimate to current prices and costs, as needed. The Agency shall approve any such price/cost adjustments before any work by the railroad will commence or continue.

**A RESOLUTION
ENTITLED
A RESOLUTION PROVIDING FOR THE APPROVAL AND EXECUTION OF A FOURTH AMENDMENT
TO THAT CERTAIN HEALTH SERVICES AGREEMENT (JAIL) BETWEEN DOUGHERTY COUNTY,
GEORGIA AND PHOEBE PUTNEY MEMORIAL HOSPITAL, INC.; REPEALING PRIOR RESOLUTIONS
IN CONFLICT; AND FOR OTHER PURPOSES.**

WHEREAS, the County is desirous of approving a Fourth Amendment to that certain Health Services Agreement (Jail) between Dougherty County, Georgia and Phoebe Putney Memorial Hospital, Inc.

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

SECTION I. The attached Fourth Amendment to the Health Services Agreement (Jail) between Dougherty County, Georgia and Phoebe Putney Memorial Hospital, Inc. is hereby approved and the County Administrator of Dougherty County is hereby authorized to execute same and any and all other documents necessary for full implementation of the Fourth Amendment to the Health Services Agreement.

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

This the 27th day of January, 2020.

**BOARD OF COMMISSIONERS OF
DOUGHERTY COUNTY, GEORGIA**

BY: _____
Christopher S. Cohilas, Chairman

ATTEST:

Jawahn Ware, County Clerk

FOURTH AMENDMENT TO HEALTH SERVICES AGREEMENT

This Fourth Amendment to Health Services Agreement between Dougherty County, Georgia (hereinafter referred to as the "County"), and Phoebe Putney Memorial Hospital, Inc., (hereinafter referred to as "PPMH"), (collectively, the "Parties"), amends and that certain agreement entered into between the Parties as of the 28th day of June, 2010, ("Agreement").

WITNESSETH

Whereas, the Parties entered into an Agreement for the provision of health care for inmates of the Dougherty County Jail ("Jail") commencing July 1, 2010 which was amended by way of a First Amendment dated June 2011, a Second Amendment dated June 2012, and a Third Amendment dated June 2013; and

Whereas, the Parties hereto wish to amend the Agreement to specify the responsibility of County for the collection and disposal of hazardous waste at the Jail; and

Whereas, the Parties have understood and agreed previously as to County's responsibility for collection and disposal of hazardous waste, and now desire to codify their understanding as a part of the Agreement.

Now therefore, for and in consideration of the premises and mutual covenants and agreements set forth herein and in the Agreement, the Parties hereto, intending to be legally bound, hereby agree as follows:

1.) A new Section 5.5 is hereby added as follows:

5.5 Hazardous Waste. County hereby agrees to be responsible for the collection, removal, transportation and disposal of all hazardous waste materials generated under the Agreement by either party. County agrees to collect, remove, transport and dispose of the hazardous waste materials in accordance with all state and federal laws and regulations. County will cooperate with PPMH regarding all phases of collection, removal, transportation and disposal of the hazardous waste. County agrees it that if requested by PPMH, County will provide PPMH with documentation as to transport and disposal.

In Witness Whereof, the Parties hereto have executed this Amendment to be effective the ____ day of January, 2020.

**DOUGHERTY COUNTY, GEORGIA
INC.**

PHOEBE PUTNEY MEMORIAL HOSPITAL,

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

SHERIFF

By: _____
Date: _____

**A RESOLUTION
ENTITLED
A RESOLUTION PROVIDING FOR APPROVING AND EXECUTING A QUIT CLAIM DEED FROM
DOUGHERTY COUNTY, GEORGIA TO THE CITY OF ALBANY FOR THE INTERGOVERNMENTAL
TRANSFER OF REAL PROPERTY PROVIDING FOR THE RELOCATION OF LOWE ROAD; REPEALING
RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT HEREWITH;
AND FOR OTHER PURPOSES.**

WHEREAS, the Board of Commissioners of Dougherty County, Georgia is desirous of approving and executing a Quit Claim Deed from Dougherty County to the City of Albany for an Intergovernmental Transfer of real property providing for the relocation of Lowe Road.

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

SECTION I The attached Quit Claim Deed from Dougherty County to the City of Albany providing for an Intergovernmental Transfer of certain real property in Dougherty County for the purpose of the relocation of Lowe Road is hereby approved and the Chairman of the Board of Commissioners is hereby authorized to execute same. The County Administrator is hereby authorized to execute any and all other documents necessary for full implementation the transfer.

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

This the 27th day of January, 2020.

BOARD OF COMMISSIONERS OF
DOUGHERTY COUNTY, GEORGIA

BY: _____
Christopher S. Cohilas, Chairman

ATTEST:

County Clerk

Return Easement To:
C. Nathan Davis
City Attorney
P.O. Box 447
Albany, Georgia 31702-0447

STATE OF GEORGIA
COUNTY OF DOUGHERTY

QUIT CLAIM DEED

THIS INDENTURE, made this _____ day of _____, 20_____, between the **County of Dougherty**, a political subdivision of the State of Georgia, as party of the first part, hereinafter called Grantor, and by the **City of Albany, Georgia**, a municipal corporation, as party 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 the sum of ONE DOLLAR (\$1.00) received at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has bargained, sold and does by these presents bargain, sell, remise, release, convey and forever QUIT-CLAIM unto Grantee, its heirs and assigns, all the right, title, interest, claim or demand which Grantor has or may have had in and to that certain tract or parcel of land described as follows:

All that tract or parcel of land, situate, lying and being a part of Land Lot 361 of the First Land District of Albany, Dougherty County, Georgia, more particularly described as follows:

Commence at the intersection of the South right of way of Lowe Road and the east right of way of Slappey Boulevard from this point; go along the east right of way of Slappey Boulevard South 0 degrees 36 minutes 0 seconds East for as distance of 468.53 feet to the north right of way of Lowe Road relocated, from this point continue along the east right of way of Slappey Boulevard South 0 degrees 36 minutes 0 seconds East for a distance of 80.03 feet to the POINT OF BEGINNING; thence go along the north property line of a parcel of land occupied by the Dougherty County Health Department North 89 degrees 26 minutes 32 seconds East for a distance of 267.90 feet to a point where said property line makes a turn; thence continue along said the north property line North 88 degrees 57 minutes 30 seconds East for a distance of 364.75 feet to a point; thence go along the eastern property line of property occupied by the Dougherty County Department South 02 degrees 36 minutes 50 seconds East for a distance of 56.31 feet to a point; thence go along the chord of a curved portion of the south right of way of Lowe Road relocated North 75 degrees 58 minutes 0 seconds West for a distance of 7.05 feet, having an arc length of 7.05 feet and the radius being 1,112.82 feet to a point; thence go along the south right of way of Lowe Road relocated North 76 degrees 08 minutes 54 seconds West for a distance of 40.11 feet to point where the aforementioned right of way makes a turn; thence go along the chord of a curved portion of the south right of way of Lowe Road relocated North 83 degrees 02 minutes 18 seconds West for a distance of 240.22 feet,

having an arc length of 240.91 feet and the radius being 917.82 feet, to a point; thence go along the south right of way of Lowe Road relocated south 89 degrees 26 minutes 32 seconds West for a distance 320.82 feet to a mitered corner; thence go along a right of way miter South 44 degrees 25 minutes 38 seconds West for a distance of 42.40 feet to a point on the east right of way of Slappey Boulevard; thence go along the east right of way of Slappey Boulevard North 0 degrees 36 minutes 00 seconds West for a distance of 39.99 feet the POINT OF BEGINNING.

Said tract contains 11,489.45 square feet, Tract "A", as depicted on plat dated April 21 , 2006 as prepared by Charles R. Hutchinson, Georgia Registered Land Surveyor No. 2639, said plat being incorporated herein by reference

With all the rights, members and appurtenances to the said described premises in anywise appertaining or belonging.

TO HAVE AND TO HOLD the said described tract or parcel of land unto Grantee, so that neither the Grantor nor its heirs, nor any other person or persons claiming under Grantor shall at any time, by any means or way, claim or demand any right, title or interest to the aforesaid described tract or parcel of land or its appurtenances, or any rights thereof.

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

Signed, Sealed and Delivered

this _____ day of _____, 20____,
in the presence of:

Witness

Grantor

Notary Public

Grantor

Return Easement To:
C. Nathan Davis
City Attorney
P.O. Box 447
Albany, Georgia 31702-0447

STATE OF GEORGIA
COUNTY OF DOUGHERTY

QUIT CLAIM DEED

THIS INDENTURE, made this _____ day of _____, 20_____, between the **County of Dougherty**, a political subdivision of the State of Georgia, as party of the first part, hereinafter called Grantor, and by the **City of Albany, Georgia**, a municipal corporation, as party 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 the sum of ONE DOLLAR (\$1.00) received at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has bargained, sold and does by these presents bargain, sell, remise, release, convey and forever QUIT-CLAIM unto Grantee, its heirs and assigns, all the right, title, interest, claim or demand which Grantor has or may have had in and to that certain tract or parcel of land described as follows:

All that tract or parcel of land, situate, lying and being a part of Land Lot 361 of the First Land District of Albany, Dougherty County, Georgia, more particularly described as follows:

Commence at the intersection of the South right of way of Lowe Road and the east right of way of Slappey Boulevard, from this point; go along the south right of way of Lowe Road South 66 degrees 43 minutes 19 seconds east for as distance of 136.47 feet to a point, from this point go along the south right of way of Lowe Road South 51 degrees 24 minutes 16 seconds East for a distance of 333.68 feet to a point, from this point go along the south right of way of Lowe Road South 51 degrees 25 minutes 03 seconds East for as distance of 317.77 feet to a point , from this point continue along the south right of way of Lowe Road South 51 degrees 07 minutes 22 seconds East for a distance of 183.71 feet to a point where the south right of way of Lowe Road intersects with the north right of way of Lowe Road relocated the POINT OF BEGINNING;
thence continue along the south right of way of Lowe Road South 51 degrees 07 minutes 22 seconds East for a distance of 362.82 feet to a point where the south right of way of Lowe Road intersects with the south right of way of Lowe Road relocated; thence go along the chord a curved portion of the south right of way of Lowe Road relocated North 63 degrees 38 minutes 57 seconds West for a distance of 467.91 feet having an arc length of 471.43 feet and the radius being 1,112.82 feet, to a point; thence go North 02 degrees 36 minutes 50 seconds West for a distance of 62.59 feet to an iron pin set on the north right of way of Lowe Road relocated; thence go along the north right of way of Lowe Road relocated South 76 degrees 08 minutes 54 seconds East for a distance of 10.69 feet

to point where said right of way make a turn to the southeast; thence go along the chord a curved portion of the north right of way of Lowe Road relocated South 72 degrees 50 minutes 23 seconds East for a distance of 135.38 having an arc length of 135.45 feet and the radius being 1,172.82 feet to the POINT OF BEGINNING.

Said tract contains 15,161.49 square feet, Tract "D", as depicted on plat dated April 21 , 2006 as prepared by Charles R. Hutchinson, Georgia Registered Land Surveyor No. 2639, said plat being incorporated herein by reference

With all the rights, members and appurtenances to the said described premises in anywise appertaining or belonging.

TO HAVE AND TO HOLD the said described tract or parcel of land unto Grantee, so that neither the Grantor nor its heirs, nor any other person or persons claiming under Grantor shall at any time, by any means or way, claim or demand any right, title or interest to the aforesaid described tract or parcel of land or its appurtenances, or any rights thereof.

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

Signed, Sealed and Delivered

this _____ day of _____, 20_____,
in the presence of:

Witness

Grantor

Notary Public

Grantor

GRAPHIC SCALE



(IN FEET)
1 inch = 100 ft.

REVISED-2/12/2007
ADDED SOUTHERN BELL EASEMENT

SURVEY NOTES:

THIS SURVEY WAS MADE USING AN ELECTRONIC GEODETIC TOTAL STATION WITH DIRECT READING TO FIVE SECONDS.

THE FIELD DATA UPON WHICH THIS MAP OR PLAT IS BASED HAS A PRECISION OF ONE FOOT IN 10,000 FEET, AND WAS UNADJUSTED.

THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 3,722,266 FEET.

THERE IS NO KNOWN NATIONAL GEODETIC SURVEY (N.G.S.) MONUMENT WITHIN 500 FEET OF ANY POINT ON THE PROPERTY PLATTED, OR ANY POINT OF REFERENCE THEREON.

IN MY OPINION, THIS MAP OR PLAT IS A CORRECT REPRESENTATION OF THE LAND PLATTED AND HAS BEEN PREPARED IN CONFORMITY WITH THE MINIMUM STANDARDS AND REQUIREMENTS OF LAWS.

Charles R. Hutchinson
CHARLES R. HUTCHINSON
GA. REG. LAND SURVEYOR NO. 2639
PHONE NO.: 229-883-6955
CITY OF ALBANY, ENGINEERING DEPT.

LOWE ROAD RELOCATION PROJECT
LOCATED IN LL 361 1ST DISTRICT
ALBANY, DOUGHERTY CO., GEORGIA

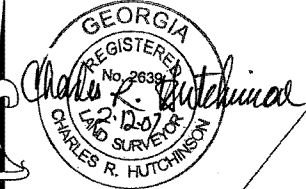
ENGINEERING DEPARTMENT
CITY OF ALBANY
240 PINE AVE, SUITE 200
PO BOX 447
ALBANY, GEORGIA



SURVEY: BD	DRAWN: JFB	DESIGN:	DATE: 04/21/2006	SHEET: 1
CHECKED: CRH	REVIEW: CRH	PROJ. NO.	SCALE: 1"= 100'	

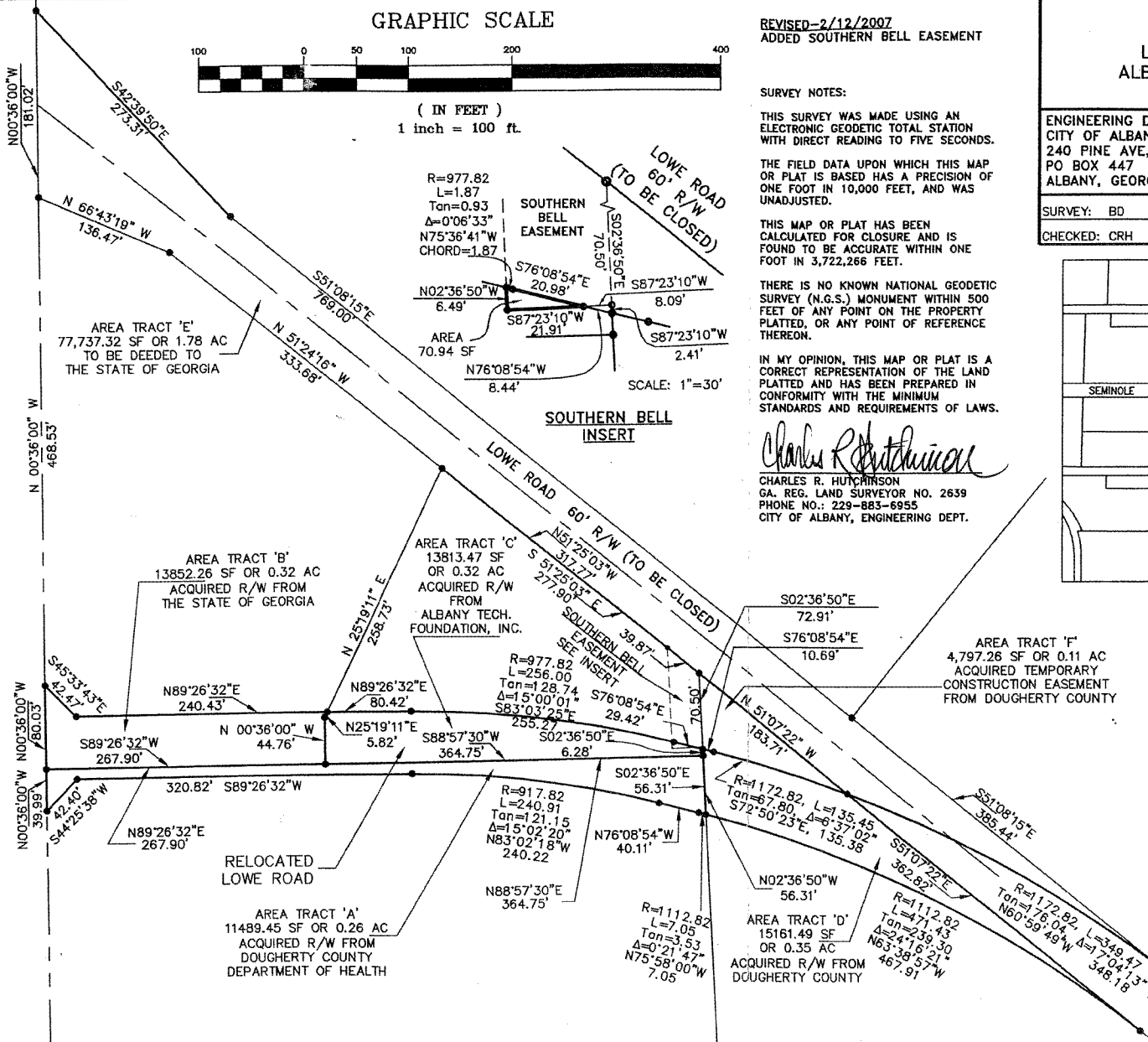


VICINITY MAP



AREA TRACT 'F'
4,797.26 SF OR 0.11 AC
ACQUIRED TEMPORARY
CONSTRUCTION EASEMENT
FROM DOUGHERTY COUNTY

SLAPPEY BOULEVARD 100' R/W



**A RESOLUTION
ENTITLED
A RESOLUTION PROVIDING FOR THE APPROVAL AND EXECUTION OF AN UNDERGROUND
EASEMENT FROM DOUGHERTY COUNTY, GEORGIA TO GEORGIA POWER COMPANY FOR THE
PURPOSE OF PROVIDING NEW ELECTRICAL SERVICE TO THE RADIUM SPRINGS
GARDENS/CASINO AREA; REPEALING RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT
HEREWITH; AND FOR OTHER PURPOSES.**

WHEREAS, the Board of Commissioners of Dougherty County, Georgia is hereby desirous of approving and executing an Underground Easement from Dougherty County, Georgia to Georgia Power Company for the purpose of providing new electrical service to the Radium Springs Gardens/Casino area.

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

SECTION I The attached Underground Easement from Dougherty County, Georgia to Georgia Power Company for the purpose of providing new electrical service to the Radium Springs Gardens/Casino area is hereby approved and the Chairman of the Board of Commissioners is hereby authorized to execute same. The County Administrator of Dougherty County is hereby authorized to execute any and all other documents necessary for full implementation of the Underground Easement.

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

This the 27th day of January, 2020.

BOARD OF COMMISSIONERS OF
DOUGHERTY COUNTY, GEORGIA

BY: _____
Christopher S. Cohilas, Chairman

ATTEST:

County Clerk

After recording, return to:
Georgia Power Company
Attn: Land Acquisition (Recording)
241 Ralph McGill Blvd NE
Bin 10151
Atlanta, GA 30308-3374

PROJECT 2020010063 LETTER FILE DEED FILE MAP FILE
ACCOUNT NUMBER 69596-VBS-0-E01820-0-GP410-30000000-0
NAME OF LINE/PROJECT: RADIUM SPRINGS GARDEN - ALBANY (DOUGHERTY COUNTY) DISTRIBUTION
LINE
PARCEL NUMBER 001

STATE OF GEORGIA
DOUGHERTY COUNTY

U N D E R G R O U N D E A S E M E N T

For and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, in hand paid by GEORGIA POWER COMPANY, a Georgia corporation (the "Company"), the receipt and sufficiency of which are hereby acknowledged, DOUGHERTY COUNTY, GEORGIA (the "Undersigned", which term shall include heirs, successors and/or assigns), whose mailing Address is PO Box 70593, Albany, GA 31708-0593, does hereby grant and convey to the Company, its successors and assigns, the right, privilege and easement to go in, upon, along, across, under and through the Property (as defined below) for the purposes described herein.

The "Property" is defined as that certain tract of land owned by the Undersigned at 2509 RADIUM SPRINGS ROAD, ALBANY, GA 31705 (Tax Parcel ID No. 00182/00001/36B) in Land Lot 245 of the 1 District of Dougherty County, Georgia.

The "Easement Area" is defined as any portion of the Property located within ten (10) feet of the centerline of the underground distribution line(s) and related equipment as installed in the approximate location shown on "Exhibit A" attached hereto and made a part hereof.

The rights granted herein include and embrace the right of the Company to construct, operate, maintain, repair, renew and rebuild continuously upon and under the Easement Area its lines for transmitting electric current with wires, transformers, service pedestals, manholes, conduits, cables and other necessary apparatus, fixtures and appliances; the right to stretch communication or other lines of any other company or person under the Easement Area; the right to assign this Underground Easement in whole or in part; the right at all times to

PARCEL 001 NAME OF RADIUM SPRINGS GARDEN - ALBANY (DOUGHERTY COUNTY)
 LINE/PROJECT: DISTRIBUTION LINE

enter upon the Easement Area for the purpose of inspecting said lines and/or making repairs, renewals, alterations and extensions thereon, thereunder, thereto or therefrom; the right to cut, trim, remove, clear and keep clear of said underground lines, transformers, fixtures, and appliances all trees and other obstructions that may in the opinion of the Company now or hereafter in any way interfere or be likely to interfere with the proper maintenance and operation of said underground lines, transformers, fixtures, and appliances; the right of ingress and egress over the Property to and from the Easement Area; and the right to install and maintain electrical and communication lines and facilities to existing and future structure(s) within the Easement Area under the easement terms provided herein. Any timber cut on the Easement Area by or for the Company shall remain the property of the owner of said timber.

The Undersigned does not convey any land, but merely grants the rights, privileges and easements hereinbefore set out.

The Company shall not be liable for or bound by any statement, agreement or understanding not herein expressed.

[Signature(s) on Following Page(s)]

PARCEL 001 NAME OF RADIUM SPRINGS GARDEN - ALBANY (DOUGHERTY COUNTY)
 LINE/PROJECT: DISTRIBUTION LINE

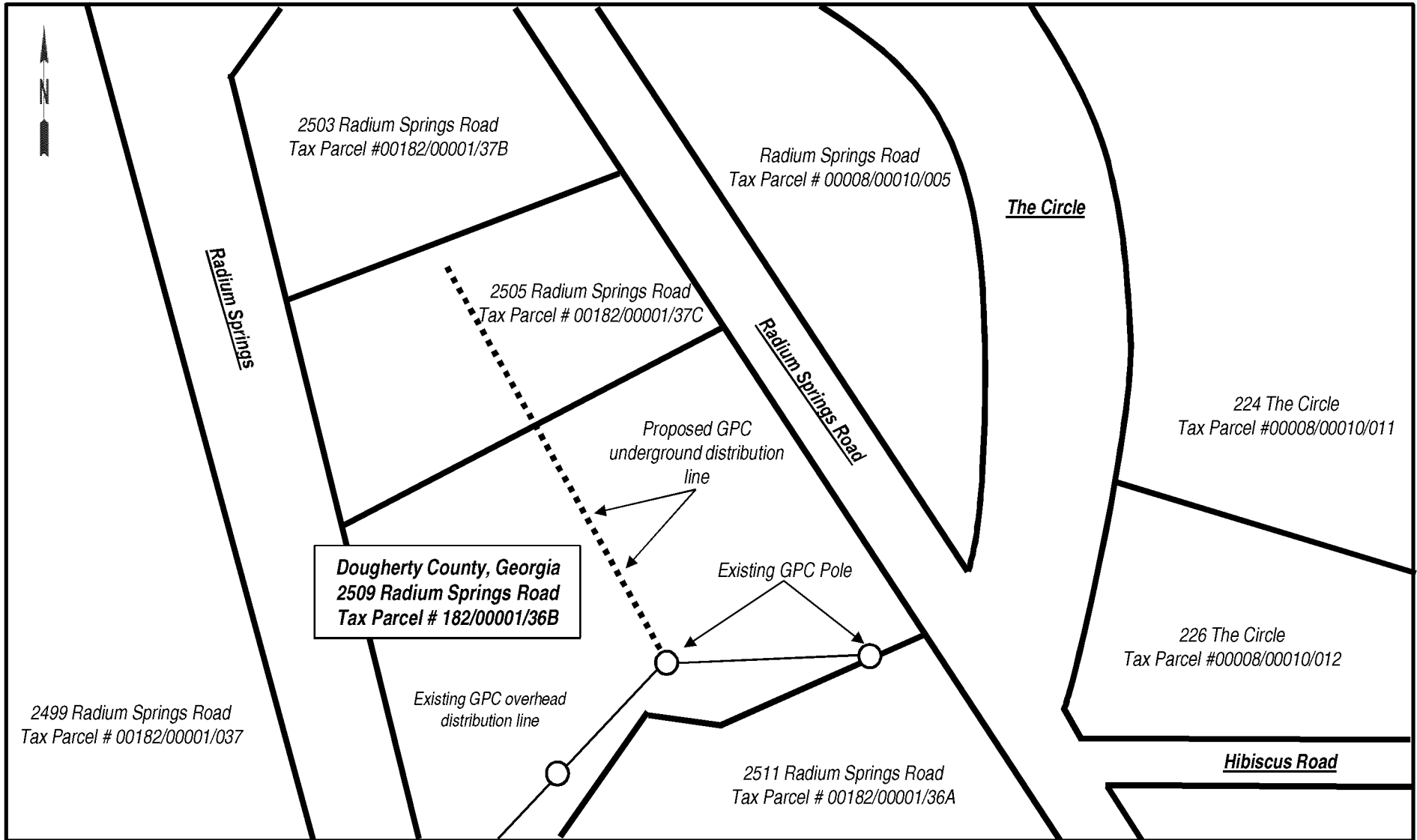
IN WITNESS WHEREOF, the Undersigned has/have hereunto set his/her/their
hand(s) and seal(s), this _____ day of _____, _____.

Signed, sealed and delivered in the DOUGHERTY COUNTY, GEORGIA
presence of:

_____	By: _____ (SEAL)
Witness	Name: CHRISTOPHER COHILAS
	Title: BOARD CHAIRMAN
_____	Attest: _____ (SEAL)
Notary Public	Name:
	Title: COUNTY CLERK

[CORPORATE SEAL]

Exhibit "A"



Environmental & Natural Resources

Parcel 001

DRAWING NOT TO SCALE

**RADIUM SPRINGS GARDEN - ALBANY
(DOUGHERTY COUNTY) DISTRIBUTION
LINE**

LIMS # 2020010063

After recording, return to:
Georgia Power Company
Attn: Land Acquisition (Recording)
241 Ralph McGill Blvd NE
Bin 10151
Atlanta, GA 30308-3374

PROJECT 2020010063 LETTER FILE DEED FILE MAP FILE
ACCOUNT NUMBER 69596-VBS-0-E01820-0-GP410-30000000-0
NAME OF LINE/PROJECT: RADIUM SPRINGS GARDEN - ALBANY (DOUGHERTY COUNTY) DISTRIBUTION
LINE
PARCEL NUMBER 002

STATE OF GEORGIA
DOUGHERTY COUNTY

U N D E R G R O U N D E A S E M E N T

For and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, in hand paid by GEORGIA POWER COMPANY, a Georgia corporation (the "Company"), the receipt and sufficiency of which are hereby acknowledged, DOUGHERTY COUNTY, GEORGIA (the "Undersigned", which term shall include heirs, successors and/or assigns), whose mailing Address is PO Box 1827, Albany, GA 31702-1827, does hereby grant and convey to the Company, its successors and assigns, the right, privilege and easement to go in, upon, along, across, under and through the Property (as defined below) for the purposes described herein.

The "Property" is defined as that certain tract of land owned by the Undersigned at 2505 RADIUM SPRINGS ROAD, ALBANY, GA 31705 (Tax Parcel ID No. 00182/00001/37C) in Land Lot 244, 245 of the 1 District of Dougherty County, Georgia.

The "Easement Area" is defined as any portion of the Property located within ten (10) feet of the centerline of the underground distribution line(s) and related equipment as installed in the approximate location shown on "Exhibit A" attached hereto and made a part hereof.

The rights granted herein include and embrace the right of the Company to construct, operate, maintain, repair, renew and rebuild continuously upon and under the Easement Area its lines for transmitting electric current with wires, transformers, service pedestals, manholes, conduits, cables and other necessary apparatus, fixtures and appliances; the right to stretch communication or other lines of any other company or person under the Easement Area; the right to

PARCEL 002 NAME OF RADIUM SPRINGS GARDEN - ALBANY (DOUGHERTY COUNTY)
 LINE/PROJECT: DISTRIBUTION LINE

assign this Underground Easement in whole or in part; the right at all times to enter upon the Easement Area for the purpose of inspecting said lines and/or making repairs, renewals, alterations and extensions thereon, thereunder, thereto or therefrom; the right to cut, trim, remove, clear and keep clear of said underground lines, transformers, fixtures, and appliances all trees and other obstructions that may in the opinion of the Company now or hereafter in any way interfere or be likely to interfere with the proper maintenance and operation of said underground lines, transformers, fixtures, and appliances; the right of ingress and egress over the Property to and from the Easement Area; and the right to install and maintain electrical and communication lines and facilities to existing and future structure(s) within the Easement Area under the easement terms provided herein. Any timber cut on the Easement Area by or for the Company shall remain the property of the owner of said timber.

The Undersigned does not convey any land, but merely grants the rights, privileges and easements hereinbefore set out.

The Company shall not be liable for or bound by any statement, agreement or understanding not herein expressed.

[Signature(s) on Following Page(s)]

PARCEL 002 NAME OF RADIUM SPRINGS GARDEN - ALBANY (DOUGHERTY COUNTY)
 LINE/PROJECT: DISTRIBUTION LINE

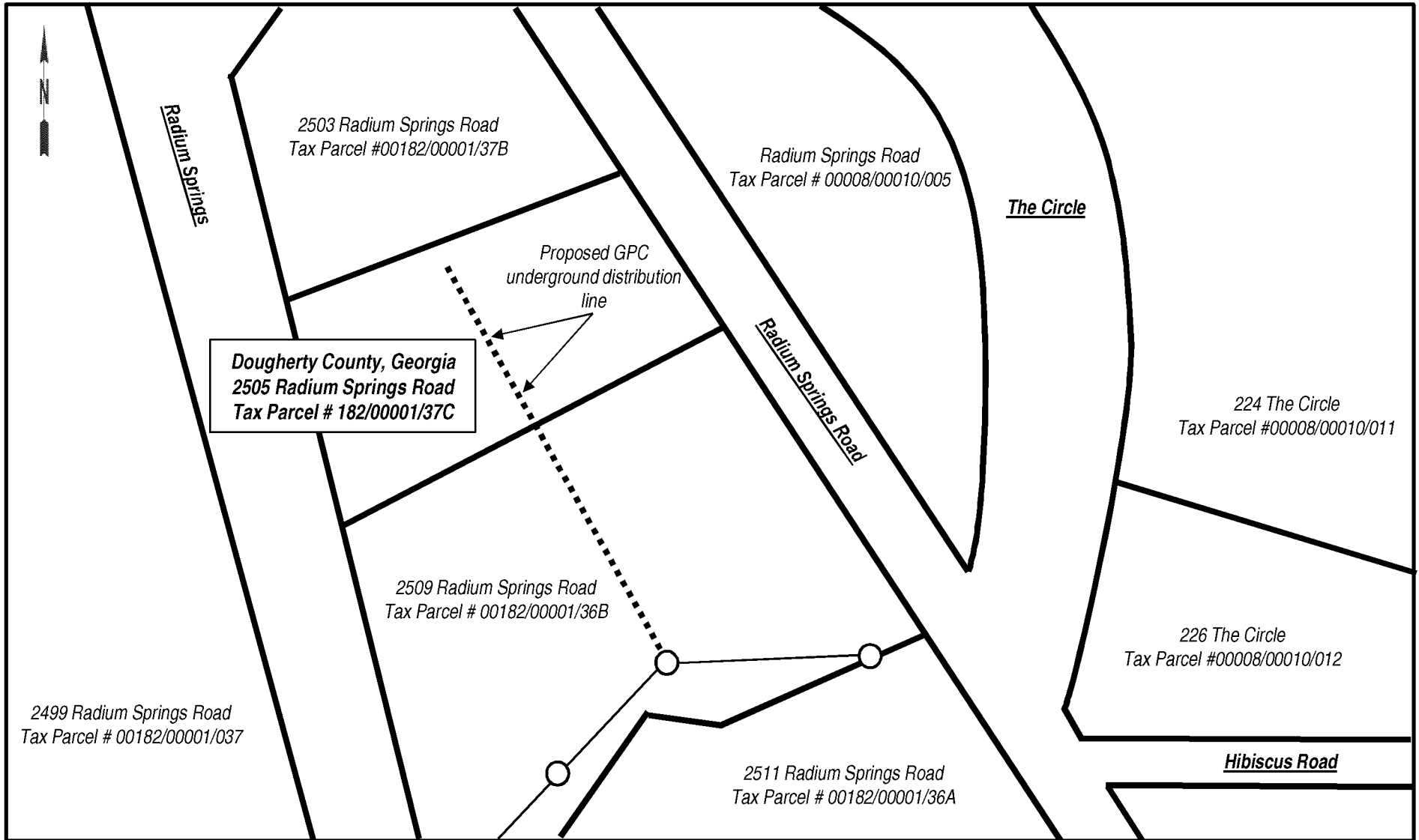
IN WITNESS WHEREOF, the Undersigned has/have hereunto set his/her/their
hand(s) and seal(s), this _____ day of _____, _____.

Signed, sealed and delivered in the DOUGHERTY COUNTY, GEORGIA
presence of:

_____	By: _____ (SEAL)
Witness	Name: CHRISTOPHER COHILAS
	Title: BOARD CHAIRMAN
_____	Attest: _____ (SEAL)
Notary Public	Name:
	Title: COUNTY CLERK

[CORPORATE SEAL]

Exhibit "A"



Environmental & Natural Resources

Parcel 002

DRAWING NOT TO SCALE

**RADIUM SPRINGS GARDEN - ALBANY
(DOUGHERTY COUNTY) DISTRIBUTION
LINE**

LIMS # 2020010063



Scott Addison
Assistant County Administrator

**DOUGHERTY COUNTY BOARD OF COMMISSIONERS
ADMINISTRATION**

Dougherty County Commission Agenda Items

Date: January 23, 2020
Meeting Date: January 27, 2020
Subject/Title: EMS Portable Radios
Presented for: Decision
Presenter: Scott Addison, Assistant County Administrator

Statement of Issue

Dougherty County EMS is in need of new portable radios.

History/Facts and Issues

Dougherty County EMS is in need of ten (10) new portable radios. A quote was obtained from single source provider Motorola Solutions for \$38,974.20. Funding will be provided in the FY budget in SPLOST VII.

Recommended Action

Recommend Dougherty County accepts the quote from Motorola Solution for an expenditure of \$38,974.20 for the purchase of ten portable radios for Dougherty County EMS.

Funding Source

SPLOST VII
Budget \$39,000.00



Billing Address:
 Dougherty County EMS
 1436 Palmyra Rd.
 Albany, GA 31721
 US

Customer:
 Dougherty County EMS
 Sam Allen
 saallen@dougherty.ga.us
 229-439-7011

Quote Date:01/17/2020
 Expiration Date:04/16/2020
 Quote Created By:
 Glyn McCrary
 Motorola MR Representative
 glynmccrary@callmc.com
 229-292-3544

Contract: 19860 - NASPO

Line #	Item Number	APC	Description	Qty	List Price	Disc \$	Sale Price	Ext. Sale Price
	APX™ 6000 Series		APX6000					
1	H98UCD9PW5BN	0481	APX6000 7/800 MHZ MODEL 1.5 PORTABLE	10	\$2,705.00	\$865.60	\$1,839.40	\$18,394.00
1a	H869BZ	0481	ENH: MULTIKEY	10	\$330.00	\$105.60	\$224.40	\$2,244.00
1b	QA05100AA	0481	ENH: STD 1 YR WARRANTY APPLIES NO SFS	10	\$0.00	\$0.00	\$0.00	\$0.00
1c	QA05570AA	0481	ALT: LI-ION IMPRES 2 IP68 3400 MAH	10	\$100.00	\$32.00	\$68.00	\$680.00
1d	Q361AR	0481	ADD: P25 9600 BAUD TRUNKING	10	\$300.00	\$96.00	\$204.00	\$2,040.00
1e	H38BT	0481	ADD: SMARTZONE OPERATION	10	\$1,200.00	\$384.00	\$816.00	\$8,160.00
1f	QA01222AB	0481	ADD: BELT CLIP 3.0	10	\$12.00	\$3.84	\$8.16	\$81.60
1g	Q806BM	0481	ADD: ASTRO DIGITAL CAI OPERATION	10	\$515.00	\$164.80	\$350.20	\$3,502.00
2	NNTN8860A	0785	CHARGER, SINGLE- UNIT, IMPRES 2, 3A, 115VAC, US/NA	10	\$165.00	\$52.80	\$112.20	\$1,122.00



Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of use and Purchase Terms and Conditions govern the purchase of the Products.



Line #	Item Number	APC	Description	Qty	List Price	Disc \$	Sale Price	Ext. Sale Price
3	LSV00Q00202A	0461	DEVICE PROGRAMMING	10	\$123.08	\$0.00	\$123.08	\$1,230.80
4	PMMN4069AL	0372	MICROPHONE,IMPRES RSM, 3.5MM JACK, IP55	5	\$121.00	\$38.72	\$82.28	\$411.40
5	PMNN4486A	0453	BATT IMPRES 2 LIION R IP67 3400T	10	\$163.00	\$52.16	\$110.84	\$1,108.40

Grand Total**\$38,974.20(USD)****Notes:**

- This quote contains items with approved price exceptions applied against them.



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