



DOUGHERTY COUNTY BOARD OF COMMISSIONERS  
ADMINISTRATION

**Jawahn E. Ware**  
*County Clerk/Procurement Manager*

**Attention Viewers of [www.dougherty.ga.us](http://www.dougherty.ga.us):**

The following supplemental material pertains to the:

## **March 2, 2020 Regular Meeting**

Documents received after 11 a.m., February 28, 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 – MARCH 2, 2020**

*Draft 2 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 27<sup>th</sup> Regular Meeting and February 10<sup>th</sup> Work Session Minutes. **See Minutes.**  
**ACTION:**
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**).
6. Consider for action the purchase of **one (1) 2020 Cab Tractor with 7' Rotary Mower** for the **Public Works Department** from the state contract vendor **Flint AG & Turf Division** (Albany, GA), **in the amount of \$68,623.92. Funding** is budgeted in **SPLOST VI – Storm Drainage Improvements/Equipment.** **See Purchases #1.**  
**ACTION:**
7. Consider for action the purchase of **one (1) 2020 Flex Wing 15' Rotary Mower** for the **Public Works Department** from the state contract vendor **Flint AG & Turf Division** (Albany, GA), **in the amount of \$20,311.06. Funding** is budgeted in **SPLOST VI – Storm Drainage Improvements/Equipment.** **See Purchases #2.**  
**ACTION:**

**<See Next Page>**

8. Consider for action the **purchase of two (2) 2020 F-150 4x2 Super Crew Cab Trucks** for the **Public Works Department** from **Sunbelt Ford Town (Albany, Ga) in the amount of \$62,820.40**. The purchase will be “piggy-backed” from the City of Albany’s December 2019 award. **Funding** is budgeted in **SPLOST VI – Storm Drainage Improvements/Equipment**.  
**ACTION:** **See Purchases #3.**
9. Consider for action the **Resolution** providing for the acceptance and execution of the contract to **complete Phase II** of the **Radium Springs Trailhead Project** from the lowest most responsive and responsible vendor, **HTS Construction of Albany, GA in the amount of \$284,544.69 subject to the execution of the contract by the County Administrator**. Funding is budgeted in **SPLOST VII**.  
**ACTION:** **See Purchases #4.**
10. Consider for action the **Resolution** providing for the acceptance and execution of the proposal for the Risk Management Program's **Property/Liability & Workers Compensation Claims Third Party Administration** from **Underwriters Safety & Claims (Savannah, GA)** for a three (3) year contract with two (2) one (1) year options. The annual cost is **\$69,045 subject to the execution of the contract by the County Administrator**. **Funding** will be budgeted in the **Risk Management Fund**.  
**ACTION:** **See Purchases #5.**
11. Consider for action the **Resolution** providing for the acceptance and execution of **two construction and permanent easements** to the **City of Albany** for the purpose of **allowing the City to plant trees and provide irrigation on property owned by Dougherty County** in front of the National Guard Armory Building and Eleventh Avenue Park on North Monroe Street.  
**ACTION:** **See Other #1.**
12. Consider for action the **Resolution** declaring the **listed vehicles and equipment as surplus and authorizing the sale of same via an online auction or disposal by appropriate means**.  
**ACTION:** **See Other #2.**
13. Consider for action the proposed **Board appointment:** **See Other #3.**

**Appointments are made by nominations.**

- a. **Keep Albany Dougherty Beautiful.** One (1) appointment for a three-year term ending December 31, 2022 to replace incumbent Dr. Michara Delaney; who relocated from Georgia. **KADB recommends Lisa Harrell, Dean of Academic Affairs, Albany Technical College.**

**ACTION:**

14. Consider for approval a **Resolution** supporting the requests of the **Chehaw Park Authority** for local legislation revising the former Act creating such Authority. **See Other #4.**  
**ACTION:**

15. Items from the County Administrator.

16. Items from the County Attorney.

17. Items from the County Commission.

18. 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 27, 2020

The Dougherty County Commission met in Room 100 of the Albany-Dougherty Government Center on January 27, 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 January 6th Regular Meeting minutes.

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

The Chairman recognized J. Scott Steiner, President & CEO of Phoebe Putney Health System present to discuss a community investment and provide an update on the 2020 initiatives. Mr. Steiner provided an update on services provided in 2019. The economic impact for Phoebe Putney Memorial Hospital is \$1.1 billion, 6,947 full time jobs and a community benefit of \$312 million. The VPILOT (Voluntary Payment in Lieu of Taxes) is \$573,085. Phoebe has committed to pay taxes on those properties owned and services are not being rendered. The population to primary care physician is 1,140:1 as compared to the state of 1,520:1. Additionally, the healthcare costs in Dougherty County based on the 2018 County Health Ranking is \$8,725 compared to Georgia's cost of \$9,582. He shared similar statistics throughout Georgia and informed the Commission on the shortage of nurses. He mentioned that they are seeking Level II Trauma Designation, a helipad construction, building simulation labs, a community garden, and a lighthouse amongst other initiatives to include a \$250 million investment. Over a 5 year timeframe, the focus will be on creating all private rooms, a new emergency and trauma center, new NICU with enhancements for women and children services, expanded ambulatory care and updated operating rooms. A lengthy discussion ensued answering the Commission questions. Mr. Steiner stated that he will provide customer satisfaction information to Commissioner Gaines.

The Chairman recognized 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 was present. Financial Advisor Edmund Wall also presented. Ms. Lipson provided an overview of the "clean" audit received. The total fund balance of the General Fund at June 30, 2019 was a positive \$13,021,071. She noted that the fund balance showed an increase but should be noted in 2019 there were revenues received from disaster recovery but expenditures were made in previous fiscal years. The only finding that had been consistent for years that the County was cited on was segregation of duties. She did state that that Finance does a good job but the hiring staff does not provide a return on investment and [this citing] is found in 80% of the

governments. She asked the Commission to see the documents on recommendation for improvements. Commissioner Jones shared his concern regarding all bank reconciliations not performed and Chairman Cohilas directed Mr. McCoy to provide information to constitutional officers with written directions [pertaining to bank reconciliations]. Attorney Lee volunteered to work with Mr. McCoy to review the funds and possibly sending them to the state. Mr. Wall clarified that our major funds were being reconciled monthly. The concern was with constitutional officers and believed that if the Commission proposed corrective action, this would help. Mr. Wall reviewed the changes in the fund balance and the positive impact of the Commission increasing property taxes had. Considering that the County does not have any long-term debt, the County does not have a credit rating so financial institutions look at our reserves. The County has 3.2 months of reserves before having to consider a Tax Anticipation Notice (TAN); which is excellent. An update on the 5 year fund balance projections were provided. Upon request by the Commission, Mr. Wall will review the increase shown by the sales tax increase. He shared that this was a true number shown, but rationale would be explored. Commissioner Jones requested that employee compensation be considered in our realized savings, even if in nontraditional ways.

The Chairman recognized County Administrator Michael McCoy who provided a verbal introduction of the new CDBG-DR Program Manager, Georgia Collier-Bolling to the Commission. Ms. Collier- Bolling was not able to attend the meeting.

The Chairman recognized Financial Recovery Specialist Andy Burns with Tetra Tech to provide a FEMA Public Assistance/Grant Recovery update for the four declared major natural disasters from January 2, 2017 to present. Jason Vickery, P.E., Program Manager was present. Mr. Burns discussed the two severe storms and tornadoes in 2017 (#4294 and #4297), Hurricane Irma (#4338) and Hurricane Michael (#4400). Storm #4297 was the most significant from a cost perspective. The Chairman and Mr. Burns confirmed that Dougherty County had been able to cash flow the costs of the storms without having to borrow money. To date, the FEMA net cost is \$13,968,338.80; with obligated funds of \$10,099,653.58, paid to date \$8,709,589.08 and a local share amount of \$1,456,140.83. Mr. Burns said that additional funds were expected for each project and we should expect more costs for Hurricane Michael. Mr. McCoy gave kudos for the excellent work done by Mr. Burns.

The Chairman recognized Judy Bowles, KADB Executive Director, present to provide an update on a Community Visual Enhancement in the County and on the tree planting initiatives. She informed the Commission of the loss of many trees during the storms. She shared that an anonymous donation of \$20,000 was received and she provided plans for usage of the funds at the Putney Community Park and invited the Commission to the Arbor Day celebration on February 22, 2020.

The Chairman called for consideration of a 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 addressed. Library Director Pauline Abidde, Project Engineer Jeremy Brown and City of Albany Buyer Joshua Williams were present.

Commissioner Gray moved for approval. Upon a second by Commissioner Johnson the motion passed unanimously. Resolution 20-002 is entitled:

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.

The Chairman called for consideration of the purchase of ten 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 addressed. EMS Director Sam Allen was present.

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

The Chairman called for consideration of the purchase of two 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 addressed. EMS Director Sam Allen was present.

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

The Chairman called for consideration of a resolution establishing the Qualifying Fees for the public offices in Dougherty County for the 2020 Election.

Commissioner Johnson moved for approval. Upon a second by Commissioner Jones, the motion passed unanimously. Resolution 20-003 is entitled:

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.

The Chairman called for consideration of a 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.

Commissioner Hudgins moved for approval. Upon a second by Commissioner Jones, the motion passed unanimously. Resolution 20-004 is entitled:

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.

The Chairman called for consideration of a 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. County Administrator Michael McCoy addressed.

Commissioner Hudgins moved for approval. Upon a second by Commissioner Jones, the motion passed unanimously. Resolution 20-005 is entitled:

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.

The Chairman called for consideration of 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 addressed.

Commissioner Gray moved for approval. Upon a second by Commissioner Jones, the motion passed unanimously. Resolution 20-006 is entitled:

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.

The Chairman called for consideration of 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 addressed.

Commissioner Johnson moved for approval. Upon a second by Commissioner Edwards, the motion passed unanimously. Resolution 20-007 is entitled:

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.

Mr. McCoy reminded the Commission that there would be a Recreation Committee meeting held immediately following the Commission meeting in the Administrative Conference Room. There will be a discussion of blighted and unauthorized mechanic to be added to the next Work Session per the request of Commissioner Jones.

There being no further business to come before the Commission, the meeting adjourned at 11:52 a.m.

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CHAIRMAN

ATTEST:

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COUNTY CLERK

## DOUGHERTY COUNTY COMMISSION

DRAFT

### WORK SESSION MINUTES

February 10, 2020

The Dougherty County Commission met in Room 120 of the Albany-Dougherty Government Center on February 10, 2020. Chairman Christopher Cohilas presided. Commissioners present were Victor Edwards, Gloria Gaines, 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 was absent.

The Chairman asked the Commission to review the minutes of the January 13th Work Session and January 31st Annual Retreat.

The Chairman called for a discussion of a recommendation to purchase one Ford Transit Connect XL LWB 7 – Passenger Wagon in the amount of \$23,830.88 and one Ford F150 4X2 Super Crew SSV Pickup Truck in the amount of \$28,780.76 for the Jail from the only bidder meeting specifications, Sunbelt Ford Lincoln (Albany, Ga) for a total expenditure of \$52,611.64. Funding is budgeted in SPLOST VII-Jail Vehicles. Assistant County Administrator Scott Addison addressed. Chief Jailer John Ostrander and City of Albany buyer Christina Strassenberg was present.

The Chairman called for a discussion of a recommendation to purchase one 2020 Arrow XT side mount pumper and equipment from Ten-8 Fire & Safety Equipment of Georgia, LLC (Forsyth, GA) in the amount of \$713,688. Funding is available in SPLOST VII-County Fire Trucks and Equipment. Assistant County Administrator Scott Addison and Fire Chief Cedric Scott addressed. City of Albany Fire Department staff and buyer Christina Strassenberg were present. Mr. Addison shared that this is the same truck that the City of Albany is purchasing. The last one that the County purchased is no longer manufactured. Chief Scott shared that due to price increase, we can no longer purchase the number of trucks initially planned. He said that there would be a request for future purchase opportunities of pumpers in SPLOST VIII and mentioned that this truck had more safety and operational enhancements. The budget for firetruck and equipment is \$1.2 million so the plan is to request to purchase the first tanker truck with the remaining balance. During discussion, Commissioner Gaines and Commissioner Gray shared their concerns about the fleet life cycle since there is a reduced purchase.

The Chairman called for a discussion of a recommendation to purchase playground equipment for County Park Improvements. The recommendation is to purchase equipment for Pine Glen Park from Game Time (Longwood, FL) in the amount of \$24,932.22 and Elliott Park from Bliss Products (Lithia Springs, GA) in the amount of \$25,154 for a total expenditure of \$50,086.22. Funding is budgeted in SPLOST VI (Pine Glen Park) and SPLOST VII (Elliott Park). The Commission approved funding for the

County Park Improvements in the August 5, 2019 Regular Meeting. Assistant County Administrator Scott Addison addressed. Public Works Director Larry Cook and Project Engineer Jeremy Brown were present.

The Chairman called for a discussion of a recommendation to accept the change order to the Storm Memorial Project with the awarded vendor, LRA Constructors (Albany, GA) for electrical infrastructure upgrades necessary at Radium Springs in the amount of \$63,926. Funding is available in SPLOST V – Radium Springs Improvements. Assistant County Administrator Scott Addison addressed. Public Works Director Larry Cook and Project Engineer Jeremy Brown were present.

The Chairman called for a discussion of a recommendation to accept a successful petition for an Installation of a Traffic Calming Device for the 800 Block of River Pointe Drive. Funding is available in TSPLOST. Public Works Engineer Jeremy Brown addressed. The Public Hearing and Action are scheduled for February 17, 2020.

The Chairman called for a discussion on blighted areas and unauthorized mechanics. Commissioner Jones and Chief Robert Carter addressed. Chief Kenneth Johnson and KADB Director Judy Bowles were present. Commissioner Jones said that he wanted “shade tree mechanics” listed in the same category as blighted property and wants the process of reporting to be complaint driven. Chief Carter outlined the process of enforcement. Attorney Lee shared some legal insight and recent cases. Mr. Addison was asked by the Chairman for a fact sheet to be distributed to the Commissioners on the complaint process. Mr. Carter said that anonymous complaints can be provided through 311. Commissioner Edwards asked about a policy attached with a fine [being created]. Attorney Lee suggested that this request be addressed during budget season. After a lengthy discussion, Attorney Lee stated that he would do research regarding assessing fees and a civil enforcement provision. The Chairman requested an update from Chief Carter on financial options from a financial standpoint during budget season. He also asked that an educational video informing citizens on the proper way to report blighted property or unauthorized mechanics be created.

Commissioner Gaines was recognized for her birthday. She and Commissioner Gray left the meeting at 11:04 a.m. Commissioner Jones inquired about street lighting on Highway 133. Mr. Brown provided an update by providing options and stating that that this property belongs to DOT.

After there was no further business to come before the Commission, the meeting adjourned at 11:07 a.m.

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CHAIRMAN

ATTEST:

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COUNTY CLERK



**PROCUREMENT RECOMMENDATION**

DATE: **February 12, 2020**

TITLE:	<b>Cab Tractor with 7' Rotary Mower</b>	DEPARTMENT:	<b>1055 – Environ. Control</b>
REF. NUMBER:		ACCOUNT NUMBER:	<b>21031.7353.09</b>
OPENING DATE:		BUDGETED AMOUNT:	<b>\$ 75,000</b>
BUYER:	<b>Tina Strassenberg</b>	DEPT. CONTACTS:	<b>Russell Allenbaugh</b>

  
**Yvette Fields, Director**

**RECOMMENDATION:**

Recommend the purchase of one (1) 2020 Cab Tractor with 7' Rotary Mower from Flint AG & Turf Division, of Albany, Georgia, in the amount of \$68,623.92.

**BACKGROUND INFORMATION:**

This purchase is a piggyback off Georgia Contract: Tractors & Mowers: 99999-001-SPD0000102 with John Deere Company. This purchase will replace Unit #51295.

**COUNTY ADMINISTRATOR ACTION:**

☒ APPROVED

☐ DISAPPROVED

☐ HOLD

COMMENTS:

\_\_\_\_\_  
\_\_\_\_\_

2-10-2020  
DATE

  
COUNTY ADMINISTRATOR

List of Documents Attached:  
**Quote**

CENTRAL SERVICES



**JOHN DEERE**

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

Deere & Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**

Flint Equipment Co.  
741 Us Highway 82 W  
Leesburg, GA 31763  
229-432-7468

**Quote Summary**

**Prepared For:**

Dougherty County Public Works  
Po Box 1827  
Albany, GA 31702  
Business: 229-430-6125  
lcook@dougherty.ga.us

**Delivering Dealer:**

**Flint Equipment Co.**  
Lynn Crosson  
741 Us Highway 82 W  
Leesburg, GA 31763  
Phone: 229-432-7468  
Mobile: 229-894-4442  
lcrosson@flintequipco.com

**Quote ID:** 21082014  
**Created On:** 15 January 2020  
**Last Modified On:** 22 January 2020  
**Expiration Date:** 14 February 2020

Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE 6105E Cab Tractor (87 PTO hp) <b>Contract:</b> GA Tractors & Mowers 99999-001-SPD0000102 (PG 2M CG 22) <b>Price Effective Date:</b> April 1, 2019	\$ 62,815.81 X	1 =	\$ 62,815.81
JOHN DEERE R15 Flex wing Rotary Cutter <b>Contract:</b> GA Tractors & Mowers 99999-001-SPD0000102 (PG 2M CG 22) <b>Price Effective Date:</b> April 1, 2019	\$ 20,311.06 X	1 =	\$ 20,311.06
JOHN DEERE HX7 Lift-Type Rotary Cutter - 540 RPM PTO <b>Contract:</b> GA Tractors & Mowers 99999-001-SPD0000102 (PG 2M CG 22) <b>Price Effective Date:</b> April 1, 2019	\$ 5,808.11 X	1 =	\$ 5,808.11
<b>Equipment Total</b>			<b>\$ 88,934.98</b>

\* Includes Fees and Non-contract items

**Quote Summary**

Equipment Total \$ 88,934.98  
Trade In  
SubTotal **\$ 88,934.98**  
Total **\$ 88,934.98**

Salesperson : X \_\_\_\_\_

Accepted By : X \_\_\_\_\_

*Confidential*



**PROCUREMENT RECOMMENDATION**

DATE: **February 12, 2020**

TITLE:	<b>15' Flex Wing Rotary Mower</b>	DEPARTMENT:	<b>1055 – Environ. Control</b>
REF. NUMBER:		ACCOUNT NUMBER:	<b>21031.7353.10</b>
OPENING DATE:		BUDGETED AMOUNT:	<b>\$ 25,000</b>
BUYER:	<b>Tina Strassenberg</b>	DEPT. CONTACTS:	<b>Russell Allenbaugh</b>

  
**Yvette Fields, Director**

**RECOMMENDATION:**

Recommend the purchase of one (1) 2020 15' Flex Wing Rotary Mower from Flint AG & Turf Division, of Albany, Georgia, in the amount of \$20,311.06.

**BACKGROUND INFORMATION:**

This purchase is a piggyback off Georgia Contract/Tractors & Mowers: 99999-001-SPD0000102 with John Deere Company. This purchase will replace Unit #551528.

**COUNTY ADMINISTRATOR ACTION:**

☒ APPROVED

☐ DISAPPROVED

☐ HOLD

COMMENTS:

\_\_\_\_\_  
\_\_\_\_\_

2-20-2020  
DATE

  
COUNTY ADMINISTRATOR

List of Documents Attached:  
**Quote**

CENTRAL SERVICES





**JOHN DEERE**

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

Deere & Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**

Flint Equipment Co.  
741 Us Highway 82 W  
Leesburg, GA 31763  
229-432-7468

**Quote Summary**

**Prepared For:**

Dougherty County Public Works  
Po Box 1827  
Albany, GA 31702  
Business: 229-430-6125  
lcook@dougherty.ga.us

**Delivering Dealer:**

**Flint Equipment Co.**

Lynn Crosson  
741 Us Highway 82 W  
Leesburg, GA 31763  
Phone: 229-432-7468  
Mobile: 229-894-4442  
lcrosson@flintequipco.com

**Quote ID:** 21082014  
**Created On:** 15 January 2020  
**Last Modified On:** 22 January 2020  
**Expiration Date:** 14 February 2020

Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE 6105E Cab Tractor (87 PTO hp) <b>Contract:</b> GA Tractors & Mowers 99999-001-SPD0000102 (PG 2M CG 22) <b>Price Effective Date:</b> April 1, 2019	\$ 62,815.81 X	1 =	\$ 62,815.81
JOHN DEERE R15 Flex wing Rotary Cutter <b>Contract:</b> GA Tractors & Mowers 99999-001-SPD0000102 (PG 2M CG 22) <b>Price Effective Date:</b> April 1, 2019	\$ 20,311.06 X	1 =	\$ 20,311.06
JOHN DEERE HX7 Lift-Type Rotary Cutter - 540 RPM PTO <b>Contract:</b> GA Tractors & Mowers 99999-001-SPD0000102 (PG 2M CG 22) <b>Price Effective Date:</b> April 1, 2019	\$ 5,808.11 X	1 =	\$ 5,808.11
<b>Equipment Total</b>			<b>\$ 88,934.98</b>

\* Includes Fees and Non-contract items

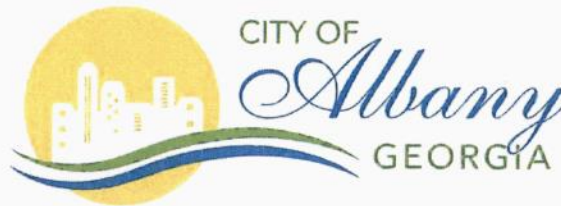
**Quote Summary**

Equipment Total \$ 88,934.98  
  
Trade In  
SubTotal **\$ 88,934.98**  
Total **\$ 88,934.98**

Salesperson : X \_\_\_\_\_

Accepted By : X \_\_\_\_\_

*Confidential*



**PROCUREMENT RECOMMENDATION**

DATE: **February 19, 2020**

TITLE:	<b>'20 F-150 4x2 SuperCrew Cab Styleside 6.5' box; 157' WB XL</b>	DEPARTMENT:	<b>1051 – Public Works</b>
REF. NUMBER:	<b>COA Bid 20-020</b>	ACCOUNT NUMBER:	<b>21 D31 - 7353 - 11</b>
OPENING DATE:	<b>12/17/2019</b>	BUDGETED AMOUNT:	<b>\$ 70,000</b>
BUYER:	<b>Tina Strassenberg</b>	DEPT. CONTACTS:	<b>Russell Allenbaugh</b>

  
**Yvette Fields, Director**

**RECOMMENDATION:**

Recommend the purchase of two (2) 2020 F-150 4x2 SuperCrew Cab Styleside 6.5' box; 157' WB XL pickup trucks from Sunbelt Ford•Lincoln of Albany, Georgia, in the amount of \$62,820.40.

**BACKGROUND INFORMATION:**

This purchase is a piggyback off the City of Albany's Bid Ref. #20-020. These vehicles will replace Units #52023 and 55279.

**COUNTY ADMINISTRATOR ACTION:**

☒ APPROVED

☐ DISAPPROVED

☐ HOLD

COMMENTS:

\_\_\_\_\_  
\_\_\_\_\_

2-20-2020  
DATE

  
COUNTY ADMINISTRATOR

List of Documents Attached:  
**Bid Ref 20-020 Tabulation**

CENTRAL SERVICES



DEPT:	Fleet Management
OPEN DATE:	17-Dec-19
TIME OF OPENING:	2:30 p.m.
BID REF:	20-020

Sunbelt Ford-Lincoln  
**Harry Prisant**  
2926 N. Slappey Blvd.  
Albany, GA 31701  
229-869-2581 C  
229-883-1489 F  
[arryprisantfta@gmail.com](mailto:arryprisantfta@gmail.com)

TransPower, Inc.  
**Robbie Dixon**  
2702 Palmyra Road  
Albany, GA 31707  
229-886-9517 C  
[rdixon@TPITrucks.com](mailto:rdixon@TPITrucks.com)

QTY	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
4	SPEC 1 2020 F150 CrewCab; 2WD; 6.5 ft. bed	\$31,727.00	\$126,908.00	Option selected \$31,410.40	\$125,641.60		
9	SPEC 2 2020 F150 CrewCab; 4WD; 6.5 ft. bed	\$35,462.00	\$319,158.00	\$36,082.48	\$324,742.32		
1	SPEC 3 2020 F150 SuperCab; Long Bed	\$30,075.00	\$30,075.00	\$30,749.14	\$30,749.14		
3	SPEC 4 2020 F250 CrewCab; 4WD; 8 ft. bed	\$45,037.00	\$135,111.00	\$45,607.22	\$136,821.66	\$45,829.19	\$137,487.57
2	SPEC 5&5A 2020 F350 Cab & Chassis and Service Body	\$52,031.00	\$104,062.00	\$53,157.30	\$106,314.60	\$53,858.24	\$107,716.48
5	SPEC 6 2020 F250 SuperCab LWB	\$39,976.00	\$199,880.00	\$41,028.44	\$205,142.20	\$40,565.00	\$202,825.00
16	SPEC 7 2020 F150 SuperCab SWB	\$29,849.00	\$477,584.00	\$32,196.56	\$515,144.96		
<b>BID TOTALS</b>							
DELIVERY TIME							
COMMENTS							

**A RESOLUTION  
ENTITLED  
A RESOLUTION PROVIDING FOR THE APPROVAL AND ACCEPTANCE  
OF A BID FROM HTS CONSTRUCTION OF ALBANY, GEORGIA IN THE AMOUNT OF \$284,544.69  
FOR THE PURPOSE OF COMPLETING PHASE II OF THE RADIUM SPRINGS TRAILHEAD PROJECT;  
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 accepting a bid from HTS Construction of Albany, Georgia in the amount of \$284,544.69 for the purpose of completing Phase II of the Radium Springs Trailhead Project.

**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 bid from HTS Construction of Albany, Georgia in the amount of \$284,544.69 for the purpose of completing Phase II of the Radium Springs Trailhead Project is hereby accepted and the County Administrator is hereby authorized to execute any and all documents necessary for full implementation of said Project.

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

This the 2nd day of March, 2020.

BOARD OF COMMISSIONERS OF  
DOUGHERTY COUNTY, GEORGIA

BY: \_\_\_\_\_  
Christopher S. Cohilas, Chairman

ATTEST:

\_\_\_\_\_  
County Clerk



## PROCUREMENT RECOMMENDATION

DATE: February 19, 2020

TITLE: Radium Springs Trailhead Phase II

REFERENCE NUMBER: 20-031

OPENING DATE: 2/7/2020

BUYER: Kimberly M. Allen

  
Yvette Fields, Director

DEPARTMENT: DOCO Public Works

ACCOUNT NUMBER: SPLOST VII

BUDGETED AMOUNT: \$250,000.00

DEPARTMENT CONTACTS: Jawahn Ware

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### RECOMMENDATION:

Recommend contracting with **HTS Construction of Albany, Georgia** to work on Phase II of the Radium Springs Trailhead project for DOCO Public Works for a total expenditure of **\$284,544.69 (base bid less item #6)**.

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### BACKGROUND INFORMATION:

Bid Ref. #20-031 was advertised in the local paper, on the local access channel, and the Georgia Procurement Registry. The bid opening was February 7, 2020. Six (6) contractors submitted a bid.

The Scope of this project is to furnish all labor, materials and equipment necessary to construct a parking lot and other amenities for a recreational trailhead at the former Radium Springs Golf Course located at the end of Skywater Blvd. The project includes but is not limited to 1,632 LF of curb and gutter, 540 tons of asphalt paving, 2,815 SY of parking lot base, grading, and 86 CY concrete flat work with all related accessories as shown on the plans and called for in the specifications. This is the Second and Final Phase of the trailhead project. Public Works staff reconfigured and redesign the area around the bioswale, it was removed from the project. (Item #6 referenced above)

HTS Construction was the lowest responsive and responsible bidder. The contract time for this project is ninety (90) calendar days. Jeremy Brown, Project Engineer, and Larry Cook, Public Works Director, concur with this recommendation.

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### COUNTY ADMINISTRATOR ACTION:

☒ APPROVED

☐ DISAPPROVED

☐ HOLD

2-20-2020  
DATE

  
COUNTY ADMINISTRATOR

### List of documents attached:

Bid Tabulation

CENTRAL SERVICES

<b>CITY OF ALBANY GEORGIA</b> <b>PROCUREMENT DIVISION</b> <b>TABULATION OF BIDS</b> DEPT: <b>Radium Springs Trailhead</b> OPEN DATE: <b>2/7/2020</b> TIME OF OPENING: 2:30 p.m. BID REF: <b>20-031</b>		<b>Artesian Contracting</b> 413 Flint Avenue Albany, GA 31701 229-878-0099 229-431-1673 <a href="http://www.artesiancontracting.com">www.artesiancontracting.com</a>		<b>TriScapes, Inc.</b> 1595 Peachtree Parkway, Ste 20-4-396 Cumming, GA 30041 770-752-4698 770-752-6792 <a href="mailto:Rebecca.Martin@triscapes.com">Rebecca Martin</a> <a href="mailto:rmartin@triscapes.com">rmartin@triscapes.com</a>		<b>Summit Construction, LLC</b> 2108 Bentley Drive Stone Mountain, GA 30087 770-412-0093 770-413-0050 <a href="mailto:Ruben.BucioDuran@summitcd.com">Ruben Bucio Duran</a> <a href="mailto:rduran@summitcd.com">rduran@summitcd.com</a>	
QTY	DESCRIPTION	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
	<b>DOCO</b>						
	<b>Radium Springs Trailhead</b>		<b>\$ 473,642.00</b>		<b>\$ 797,393.85</b>		<b>\$ 427,191.25</b>
	<b>(Base Bid)</b>						
	<b>Less Item #6</b>		<b>\$ (59,500.00)</b>		<b>\$ (60,000.00)</b>		<b>\$ (44,708.00)</b>
	<b>Total for Phase 2</b>		<b>\$414,142.00</b>		<b>\$737,393.85</b>		<b>\$382,483.25</b>
	<b>5% Bid Bond</b>		<b>Yes</b>		<b>Yes</b>		<b>Yes</b>
FOB POINT/TERMS							
DELIVERY TIME							
COMMENTS:							

<b>CITY OF ALBANY GEORGIA</b> <b>PROCUREMENT DIVISION</b> <b>TABULATION OF BIDS</b> DEPT: <b>Radium Springs Trailhead</b> OPEN DATE: <b>2/7/2020</b> TIME OF OPENING: 2:30 p.m. BID REF: <b>20-031</b>		<b>HTS CONSTRUCTION INC</b> <b>2230 BIRMINGHAM DR</b> <b>ALBANY GA 31705</b> <b>STEVE JULIAN</b> <b>229-446-1686</b> <b>229-438-1686</b> <a href="mailto:sjulian@htsconstructioninc.com">sjulian@htsconstructioninc.com</a> <a href="mailto:kcook@htsconstructioninc.com">kcook@htsconstructioninc.com</a>		<b>JIM BOYD CONSTRUCTION</b> <b>1810 W OAKRIDGE DR</b> <b>ALBANY GA 31707</b> <b>WADE KEEN</b> <b>229-420-9898</b> <b>229-438-8257</b> <a href="mailto:wkeen@jimboydconstruction.com">wkeen@jimboydconstruction.com</a>		<b>REEVES CONSTRUCTION</b> <b>2615 OLD JIM DAVIS ROAD</b> <b>ALBANY, GA 31721</b> <b>DEAN HAYMAN</b> <b>229-883-8011</b> <b>229-436-4925</b> <a href="mailto:dhayman@reevescc.com">dhayman@reevescc.com</a>	
QTY	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
	<b>DOCO</b>						
	<b>Radium Springs Trailhead</b>		<b>\$369,544.69</b>		<b>\$408,058.25</b>		<b>\$454,093.25</b>
	<b>(Base Bid)</b>						
	<b>Less Item #6</b>		\$ (85,000.00)		\$ (84,260.00)		\$ (105,000.00)
	<b>Total for Phase 2</b>		<b>\$284,544.69</b>		<b>\$323,798.25</b>		<b>\$349,093.25</b>
	<b>Bid Bond - 5%</b>		<b>Yes</b>		<b>Yes</b>		<b>Yes</b>
FOB POINT/TERMS							
DELIVERY TIME							
COMMENTS: <i>Presentation to the Commission</i>							

**A RESOLUTION  
ENTITLED  
A RESOLUTION PROVIDING FOR THE APPROVAL AND ACCEPTANCE  
OF A BID FROM UNDERWRITERS SAFETY & CLAIMS (SAVANNAH, GEORGIA) IN THE AMOUNT  
OF \$69,045.00 FOR THE PURPOSE OF HANDLING THE DOUGHERTY COUNTY RISK  
MANAGEMENT PROGRAMS PROPERTY/LIABILITY AND WORKERS COMPENSATION CLAIMS  
THROUGH THIRD PARTY ADMINISTRATION; 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 bid from Underwriters Safety & Claims (Savannah, Georgia) in the amount of \$69,045.00 for the purpose of handling the Dougherty County Risk Management Programs Property/Liability and Workers Compensation Claims through Third Party Administration.

**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 bid from Underwriters Safety & Claims (Savannah, Georgia) in the amount of \$69,045.00 is hereby accepted and the County Administrator is hereby authorized to execute any and all other documents necessary for full implementation of said proposal.

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

This the 2nd day of March, 2020.

BOARD OF COMMISSIONERS OF  
DOUGHERTY COUNTY, GEORGIA

BY: \_\_\_\_\_  
Christopher S. Cohilas, Chairman

ATTEST:

\_\_\_\_\_  
County Clerk

# **Dougherty Board of County Commissioners**

## **Work Session February 24, 2020**

### **Risk Management (RM) Purchase Recommendation**

#### **Third Party Claim Administration Services (TPA)**

TPA services are essential to the County's protected self-insurance programs for Workers Compensation (WC) and Liability. The TPA also assists with large claim adjusting coordination on first party property claims such as those which the County sustained in the recent windstorms in Dougherty County.

#### **Competition Process**

The RM purchasing practice is to conduct TPA competition on a maximum cycle of five years. The base contract runs three years and the County holds options for years four and five. The current five-year cycle concludes 7/1/20. The incumbent TPA is Underwriters Safety and Claims (US&C), a long-term relationship for WC and the Liability TPA since 7/1/15.

A formal RFP was published on 10/30/19 for the five-year cycle from 7/1/20-7/1/25. Formal responses were received from five firms including the incumbent. After team scoring of the proposals by an appointed Proposal Analysis Group (PAG), three firms were invited to interview with the PAG in Albany. After scoring the interviews, the recommendation of the PAG to the Board is to renew the TPA services with US&C.

#### **Key Features of US&C**

Our TPA relationship with US&C has been consistently professional with moderate price increases through the relationship period. The renewal offer for the three year commitment to 7/1/23 is a five percent increase over the FY19 and FY20 option years the County negotiated. The \$69,045 annual claim adjusting fees, including a moderate administration fee, is based upon the County's historical claim count occurrence pattern. The percentage of savings retained by US&C on services such as WC network medical bill adjustments is per the expiring agreement.

The competing TPAs had fees and percentage of savings services in the pricing range of US&C. However, they differed in having out-of-state based Liability adjusters. US&C has all day-to-day adjusters for WC and Liability based in Georgia and they are familiar with The County's retained defense counsel.

#### **Respectfully Presented:**

**Scott Addison, PE**  
**Assistant Administrator**  
**Risk Manager**

**James Britt, CPCU**  
**Principal / RM Consultant**  
**Scarborough & Britt, LLC**



### **THIRD-PARTY ADMINISTRATIVE SERVICES AGREEMENT**

This Third Party Administrative Services Agreement ("Agreement") is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 20 ("Effective Date") by and between Underwriters Safety & Claims, Inc. ("US&C") and Client.

#### **RECITAL**

Client desires to engage the services of US&C for purposes of administering Client's workers' compensation self-insured or large deductible insurance program and US&C agrees to provide the administrative and other services specifically set forth in this Agreement, all on the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the mutual promises set forth herein, and for such other and further considerations, the parties hereby agree as follows:

#### **1. Term of Agreement:**

This Agreement shall commence at 12:01 a.m. on the Effective Date above written and shall remain in full force and effect until \_\_\_\_\_ or until cancelled in accordance with Paragraph 7 hereof. Client has the option to extend this Agreement for each of two consecutive years, \_\_\_\_\_ to \_\_\_\_\_.

#### **2. US&C Duties:**

During the term of this Agreement, US&C shall provide the following services pertaining to Client's workers' compensation obligations:

- (a) Receive notice of and create a file on each reported claim and maintain each file for Client.
- (b) Investigate claims as required to determine their validity and compensability.
- (c) Determine proper benefits due on compensable claims.
- (d) In accordance with established payment procedures, make timely payment of benefits due out of the Claims Fund Account to be funded by Client.
- (e) Prepare documentation and assist in the defense of cases; represent Client at the appropriate governmental agencies of the involved state; to the extent legally permitted, represent Client at conferences; recommend legal counsel and supervise legal counsel selected by Client.
- (f) Maintain and provide to Client pertinent data on all claim payments.
- (g) Provide loss reports to Client.



- (h) Make timely written reports to Client's excess workers' compensation carrier to comply with the reporting requirements of Client's excess workers' compensation policy, and provide to Client a copy of all such reports.
- (i) Advise Client in writing of major developments arising in the investigation, adjustment and settlement of significant claims.
- (j) Seek Client's approval of any proposed lump sum settlement.
- (k) Make available to Client or its authorized representative all claim files subject to this Agreement for the purpose of audit or claim review at any time during normal business hours of US&C, provided that forty-eight (48) hours advance notice of intent to conduct a claim audit or review is provided to US&C. If more than four (4) days are required for such reviews during any annual term of this Agreement, US&C reserves the right to charge an additional fee of up to \$1,000 per day for each day in excess of four (4) days.
- (l) Provide Client with managed care services provided by or through Bluegrass Health Network, Inc.

### **3. Client Duties:**

In addition to any other obligations set forth in this Agreement, Client agrees:

- (a) To promptly provide all claims information to US&C.
- (b) To cooperate with US&C and its representatives in the investigation and defense of claims.
- (c) To provide witnesses as reasonably required regarding the defense and investigation of any claims.
- (d) To render decisions concerning payment of claims, and on all matters relating thereto, on a timely basis.
- (e) To be solely responsible for providing sufficient funds required for payment of benefits, fees, and expenses.
- (f) To promptly deliver funds as required to carry out this Agreement as and when requested by US&C.
- (g) To promptly notify US&C of any changes in insurance carriers or deductible amounts.

### **4. Claims Fund Account:**

- (a) US&C agrees to maintain a Claims Fund Account at a federally insured bank from which payments will be made to satisfy Client's workers' compensation and Allocated Claim Expense obligations.
- (b) Client agrees to timely provide funds for the Claims Fund Account in amounts requested by US&C.
- (c) At no time will US&C be required to extend credit or advance its own funds to satisfy Client's payment obligations and in no event will US&C be liable for fines, penalties, or other consequences arising from or related to Client's failure to properly and timely fund the Claims Fund Account.

## **5. Allocated Claim Expenses:**

US&C will pay all Allocated Claim Expenses from the Claims Fund Account. Allocated Claim Expenses are all expenses incurred in connection with the investigation, adjustment, settlement or defense of Client claims. Allocated Claim Expenses includes, but is not limited to, those charges incurred for:

- (a) Attorneys and experts;
- (b) Court cost, depositions, court reporter and related expenses;
- (c) Independent medical examinations of claimants;
- (d) Appraisers and Independent Adjusters;
- (e) Surveillance and private investigation;
- (f) Index Bureau (ISO) and Office of Foreign Assets Control (OFAC);
- (g) Electronic Data Interchange (EDI) if required by state law;
- (h) Managed care expenses including, but not limited to, utilization review, nurse case management, PPO networks, medical bill audits and medical bill review;
- (i) Subrogation;
- (j) Medicare set-aside allocations and related expenses;
- (k) Medical records, personnel records and other similar documents; and
- (l) Medicare, Medicaid, SCHIP Extension Act (MMSEA) Section 111 eligibility queries and reporting required by federal law.

## **6. Service Fee Agreement:**

Client agrees to pay to US&C service fees as set forth in Exhibit A hereof. US&C will send invoices to Client at the periodic intervals specified in Exhibit A which shall be paid no later than fourteen (14) days from receipt.

## **7. Termination of Agreement:**

- (a) This Agreement can be terminated by either party upon at least ninety (90) days written notice to the other party. If Client terminates this Agreement but fails to provide the required ninety 90 days written notice thereof, Client will pay as an agreed liquidated damage to US&C the sum of \$300 for each day that the required notice was not given.
- (b) At its option, US&C can terminate this Agreement upon at least fourteen (14) days written notice to Client if Client does not pay US&C's service fees when due or if Client fails to fund the Claims Fund Account as required by US&C.
- (c) No services will be performed by US&C under this Agreement after the date this Agreement is terminated, and US&C will turn over all Client files as set forth in Paragraph 8 hereof. However, upon Client's request and subject to written agreement by US&C, US&C will be paid a reasonable and negotiated fee to:
  - (1) Provide continued adjustment and administration of open claim files existing as of the date of termination of this Agreement;

- (2) Cooperate with any successor administrator in the transfer of all functions, and, if requested by Client, provide a runoff listing of open claim files and other records reasonable and necessary for the successor administrator; and/or
- (3) Provide a printed version of the claim data.

**8. Ownership of Files and Records:**

- a) All claim files generated by US&C as a result of its activity pursuant to this Agreement shall remain the property of Client with the exception of those records identified in (b) and (c) hereof. After the termination of this Agreement and settlement of all accounts with US&C, upon request of Client, all claim data shall be electronically transmitted to Client or their designee.
- b) All claim files generated by US&C under any large deductible program are owned by the insurance company that issued the deductible policy. Upon termination of this Agreement, all such claim files will be handled in accordance with the provisions of the contract between US&C and the issuing insurance company unless otherwise mutually agreed between US&C and the insurance company,
- c) Manuals, forms, US&C files and reports, customer lists, computer records, financial and strategic data, information which documents US&C's processes, procedures and methods and information and data which US&C employs to administer programs, other than Client's program, shall at all times be and remain the exclusive property of US&C and Client shall not have any ownership, interest, right to duplicate or right to utilize such items except for documentation or information that specifically and solely relates to Client's program

**9. Independent Contractor:**

US&C is an independent contractor and nothing contained in this Agreement shall be construed to create any relationship between US&C and Client. US&C is retained by Client as an independent contractor and solely for the purposes and to the extent set forth in this Agreement.

**10. Notices:**

Any notice by US&C to Client required or permitted to be given under the terms of this Agreement shall be given in writing and sent by registered or certified mail to Client to the attention of the County Administrator at the last known address of Client.

Any notice by Client to US&C required or permitted to be given under this Agreement shall be given in writing and sent by registered or certified mail to the attention of US&C's President at the last known address of US&C.

**11. Waiver:**

The waiver by US&C or Client of the breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach by either party or prevent either party from thereafter enforcing any such provision.

**12. Hold Harmless:**

Client will hold US&C harmless, to the extent permitted by law, from any and all claims, actions, liabilities, and expenses (including costs of judgments, settlements, court costs, and attorney's fees regardless of the outcome of such claim or action) caused by, resulting from, or alleging negligent or intentional acts or omissions or any failure to perform any obligation undertaken or any covenant in this agreement on the part of the Client, its officers, agents, or employees. Upon notice from US&C, Client will resist and defend, at Client's own expense, any such claim or action.

US&C will hold Client harmless from any and all claims, actions, liabilities, and expenses (including costs of judgments, settlements, court costs, and attorney's fees regardless of the outcome of such claim or action) caused by, resulting from, or alleging negligent or intentional acts, or omissions or any failure to perform any obligation undertaken or any covenant in this Agreement on the part of US&C, its employees, agents, or representatives. Upon notice from Client, US&C will resist and defend, at US&C's own expense, any such claim or action.

**13. Taxes:**

All prices and fees for US&C's services are exclusive of any and all federal, state, and local sales, use, excise, franchise, or other applicable taxes. Client agrees to pay any such taxes levied as a result of this Agreement and any services performed thereunder, regardless of whether the applicable tax was in existence on the first day of this Agreement.

**14. Non-Solicitation of Employees:**

During the term of this Agreement and for two (2) years thereafter, Client and US&C mutually agree not to recruit, solicit or hire, directly or indirectly, any employee of the other without written permission.

**15. Governing Law:**

The interpretation and validity of this Agreement shall be governed by the laws of Georgia.

**16. Entire Agreement:**

This Agreement, together with any written amendments and exhibits thereto, contains the entire agreement and understanding between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representation, express or implied, not contained in this Agreement, or the simultaneous writings heretofore identified. All prior understandings, terms or conditions, are deemed merged in this Agreement. This Agreement may be changed or supplemented only in writing signed by the parties. In the event that a conflict shall arise regarding the wording or interpretation of this Agreement, and that of any supplemental written agreement, amendment, or exhibit hereto, then in such event the wording and interpretation of said supplemental written agreement, amendment or exhibit shall control.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

WITNESS: \_\_\_\_\_  
FOR: \_\_\_\_\_ (Client)  
BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

WITNESS: \_\_\_\_\_  
FOR: Underwriters Safety & Claims, Inc. (US&C)  
1700 Eastpoint Parkway  
PO Box 23790  
Louisville, Kentucky 40223-0790  
BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_



### E. Pricing of Services

US&C proposes the below Service Fee Deposit based on claim frequency annual averages contained in RFP. All Fees are guaranteed for three (3) years, and are for Life of Contract

<u>Claim Type</u>	<u>Estimated # Claims</u>	<u>Fee Per Claim</u>	<u>Deposit</u>
WC Lost Time	7	\$ 750.	\$ 5,250
WC Med Only	57	\$ 135.	<u>\$ 7,695</u> \$ 12,945
Auto Liability Event	18	\$ 595	\$ 10,710
Additional Claims in an Event	0	\$ 375	\$ 0
General Liability	15	\$ 595	\$ 8,925
Mgmt. Liability	9	\$ 775	\$ 6,975
Property	4	\$ 595	\$ 2,380
Auto Phys. Damage Event	38	\$ 595	\$ 22,610
Additional Claims in an Event	0	\$ 375	<u>\$ 0</u> \$ 51,600

**Annual Administration Fee** \$ 4,500 Flat

These fees develop a projected claim adjusting service fee of \$ 69,045 annually for three (3) year term. The actual fee totals for each Fiscal Year will be based upon the Annual Administration Fee plus the actual annual claim count by claim types times the fees for the claim types for each Fiscal Year. We propose a 3.5% increase in rate to renew contract for year four (4), there will be no increase in rate to renew contract for year five (5).

**Fee Invoicing** - US&C will invoice Client quarterly for all services. The quarterly fees for core claim adjusting will be based upon the annual projection of claim counts by type for each year of service. The miscellaneous services will be invoiced in the quarter accrued.



Annual audits - will be completed to determine the actual number of claims by type, and the Client shall pay US&C any fee above that paid as a deposit. If the deposit is in excess of the actual fee due, US&C will return the excess to the Client.

### **Allocated Expenses to the Claim File**

Medical bill auditing and re-pricing will be \$6.00 per bill, and 27% of savings below fee schedule.

Pharmacy Management: No charge if billed through US&C PBM. There will be a \$2.50 per line charge if through a third party billing service.

Telephonic nurse case management - will be assigned to all claims involving lost time and will include nurse pre-certifications of treatment and testing for \$395 per file to MMI or five (5) years.

MMSEA, Section 111 Reporting - US&C will serve as the Client's Account Manager on files that US&C administers for the Client, to assist with Section 111 MMSEA queries and reporting. Queries will be completed quarterly by US&C as required by the MMSEA at no charge. An allocated expense of \$32 will be charged when file reporting of confirmed Medicare eligible claimants is required and accomplished.

Subrogation - US&C shall receive 20% of subrogation recoveries. If an attorney is retained to attempt or assist with a subrogation recovery, the Client shall pay the attorney as allocated expense. US&C shall receive the above specified percentage of any such subrogation recovery after deduction from the recovery for any attorney fees directly attributable to obtaining that recovery. Example: a subrogation claim is referred to an attorney to pursue. US&C will be entitled to a fee for the recovery as follows (\$10,000 recovery - \$1,000 attorney fees directly attributable to the recovery = \$9,000 x .20 = \$1,800 fee to US&C).

In the event of no subrogation recovery by US&C or waiver of subrogation by the Client, expenses related to the effort to protect and pursue subrogation shall be paid by the Client as allocated expense. Furthermore, US&C will not be entitled to a recovery fee on waived subrogation claims.

US&C shall have the authority to settle any subrogation claim between 80 – 100% of full value. For purposes of this blanket settlement authority, "claim" means all claims referred to US&C for subrogation recovery as a result of an accident or occurrence.



### ADDITIONAL INFORMATION

US&C partners with Preferred Medical Network for Pharmacy Benefit Management (PBM). Results for all US&C Public Entities in Georgia:

Network Net Effective Discount:	34.45 % Below Fee Schedule
Maintenance Drugs:	39.60 %
Non-Maintenance Drugs:	60.40 %
Generic Substitution:	99.27 %
Generic Utilization:	94.12 %

US&C partners with Equian for Medical Bill Review/PPO Services. This is administered by Bluegrass Health Network (BHN) staff. BHN is a sister company of US&C and is also located in our Louisville, KY Corporate Headquarters. Our system looks far beyond PPO discounts to save clients significant amounts below fee schedule. Proprietary rules are applied, and specialty bill audits assure proper coding, bundling / unbundling and only related services are approved for payment. PPO discounts are then applied through our hierarchy of multiple networks. If no PPO discount applies, BHN will negotiate below fee schedule. BHN efforts produce average savings of an additional 19 % below fee schedule in Georgia. Total savings from provider charges to allowable amounts utilizing all savings programs averaged 65 % in Georgia in 2019 for US&C Public Entity Clients.

US&C Fee is 27 % below regulatory fee schedule and \$6.00 per bill as stated above.

Subrogation Fee is 20 % of recoveries as outlined above.

All other revenue generating fees are listed above.

### NURSE CASE MANAGEMENT

US&C believes Case Management and its coordination to be one of the most important tools in early return to work results. We strongly recommend Telephonic Case Management for all extended Lost Time claims. Our Telephonic Nurse works closely with the adjuster to monitor the treatment plan and assist in bringing the claim to resolution by returning the injured employee back to work.

In more serious cases, a filed nurse case manager will be assigned after discussing with Client on the most appropriate cases. No assignments will be made without Client approval. Case management goals include facilitating recommended treatment plans to ensure appropriate medical care, assessing alternative medical services as medically appropriate and cost-effective, and assisting timely return to work with consideration of medical restrictions or limitations.





### AVERAGE ADJUSTER CASE LOADS

Workers' Compensation: 155 Per Lost Time Adjuster  
200 Per Medical Only Adjuster

Liability: 160 Per Adjuster

## PROPERTY GENERAL ADJUSTER SERVICES

In cases where a General Property Adjuster is needed to assess damage onsite and provide our adjuster with the necessary information to properly adjudicate a claim, we have relationships with several companies/adjusters who will assist with this. An example of how we accomplish this and the benefit received was demonstrated during the two (2) storms that passed through Albany in 2017, and the hurricane damage in 2018. We employed the services of adjusters from Crawford & Company to do on-site assessments and facilitate the claim process. There proved to be a very good working relationship between Crawford, County staff, and US&C adjusters.

**A RESOLUTION  
ENTITLED  
A RESOLUTION PROVIDING FOR THE APPROVAL AND EXECUTION OF TWO EASEMENT  
AGREEMENTS FROM DOUGHERTY COUNTY, GEORGIA TO THE CITY OF ALBANY CONVEYING  
EASEMENTS ALONG NORTH MONROE STREET BETWEEN 11TH AVENUE AND 8TH AVENUE;  
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 two Easement Agreements between Dougherty County, Georgia and the City of Albany relative to property along North Monroe Street between 11th Avenue and 8th Avenue for the purpose of providing enhancements to the Connector Trail Project previously conveyed by Easement to the City of Albany.

**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 two Easement Agreements between Dougherty County, Georgia and the City of Albany, Georgia are hereby approved and the Chairman of the Board of Commissioners of Dougherty County, is hereby authorized to execute same. The County Attorney of Dougherty County is hereby authorized to have said Easements filed on the Land Records of Dougherty County.

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

This the 2nd day of March, 2020.

BOARD OF COMMISSIONERS OF  
DOUGHERTY COUNTY, GEORGIA

BY: \_\_\_\_\_  
Christopher S. Cohilas, Chairman

ATTEST:

\_\_\_\_\_  
County Clerk

STATE OF GEORGIA  
COUNTY OF DOUGHERTY

Subject: CONSTRUCTION AND  
PERMANENT USE EASEMENT

## EASEMENT AGREEMENT

THIS AGREEMENT is made and entered into this 2<sup>nd</sup> day of MARCH, 2020, by and between the DOUGHERTY COUNTY, GEORGIA, a political subdivision of the State of Georgia, (hereinafter the "Grantor"), and CITY OF ALBANY, GEORGIA, (hereinafter the "Undersigned").

### WITNESSETH

WHEREAS, the Grantor owns property in fee simple in Albany, Dougherty County, Georgia, depicted on Exhibit "A", attached hereto, incorporated herein, and made a part hereof by reference;

WHEREAS, the Undersigned desires to utilize that portion of the Grantor's property which is shown as 0.615 acres (26,768.8 square feet) on Exhibit 'A' (hereinafter the "Premises") by virtue of an easement for access of ingress, egress and regress with respect to the concrete and brick trail path, and associated improvements (hereinafter the "Facilities"), which easement is to be used for pedestrian and non-motorized vehicular traffic (as well as motorized vehicular traffic for handicapped individuals and for the Undersigned's maintenance of and security for such easement), hereinafter "Easement" or "Easement Area", all as shown hatched and denominated as "EASEMENT AREA" on that certain map or plan titled "CONNECTOR TRAIL PROJECT, DOUGHERTY COUNTY BOARD OF COMMISSIONERS, EXHIBIT 'A' FOR EASEMENT AGREEMENT AT 400 11<sup>th</sup> AVEUNE", prepared by the City of Albany Engineering Department, and dated January 10, 2019 which map or plan is made a part of hereof and incorporated by reference herein, to which map or plat reference should be made for the exact location of said Easement herein conveyed; more particularly described as:

BEGINNING at the southeastern corner of the intersection of the rights-of-way of 11<sup>th</sup> Avenue and Monroe Street, run thence south along the eastern right-of-way of said Monroe Street for a distance of 669 feet, said easement being 40' wide, east of and adjoining the eastern right-of-way of Monroe Street. Said Tract contains 0.615 acres (26,768.8 square feet), and is depicted on Exhibit 'A' For Easement Agreement.

WHEREAS, the Undersigned intends to develop or have developed the Property for a multi-use trail through construction efforts and construction equipment, as depicted on Exhibit 'A' attached hereto and made a part hereof and incorporated by reference; and

WHEREAS, the Grantor and the Undersigned intend that the Grantor should not incur any expense or liability as a result of the presence of the employees, agents, contractors or equipment of the Undersigned, as well as, and in particular, the general public, on the Premises in conjunction with the use of such Easement.

NOW THEREFORE, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Undersigned covenant and agree as follows:

The Grantor does hereby grant to the Undersigned a non-exclusive easement to enter upon the land of the Grantor and to construct the Facilities and use such Easement under the following terms and conditions:

1. In accepting this grant of easement the Undersigned acknowledges that the Grantor has made no representations as to whether the Premises are suitable for the uses contemplated herein and the Undersigned accepts an easement over said Premises in their present condition as suitable for said use.
2. The use of the Premises by the Undersigned shall be undertaken in a manner which will not interfere unreasonably with the use and enjoyment of the said Premises by the Grantor, its successors and assigns. The Facilities shall be constructed so as not to interfere with the permissible use of the surface area of the easement by the Grantor.
3. The Undersigned shall be responsible for performing the maintenance, repairs and construction of the Facilities at its sole cost.
4. The Undersigned shall be responsible for routine removal of trash and debris and for routine maintenance of landscaping along the trail, provided, however, that the Undersigned may enter into an agreement with the city or county in which the trail is located whereby the city or county agrees to be responsible for routine removal of trash and debris, and for routine maintenance of landscaping along the trail.
5. The Undersigned agrees that immediately following any construction, installation, or maintenance activities related to the Facilities, as contemplated herein, the Undersigned shall, at its sole cost and expense, restore all areas of the Grantor's lands outside the trail area which have been disturbed by such activities. All restoration of these lands shall be to a condition substantially the same as existed immediately prior to any such disturbances, including, without limitation, any and all necessary repairs and replacement of landscaping and pavement which may be removed and excavated by the Undersigned, and all necessary repairs to restore the original contours and reestablish the ground cover to control erosion. The Undersigned shall also notify the Grantor when the work is completed and the Undersigned shall provide a representative to accompany the Grantor's representative on an inspection of the Premises.
6. The Undersigned shall not permit any mechanics' or materialmen's or other liens to be filed or placed against the Premises by reason of work, services or materials supplied to or claimed to have been supplied to the Undersigned, and if any such lien should at any time be filed against the Premises, the Undersigned shall cause the same to be discharged of record by paying the amount claimed to be due, by deposit in court or by posting bond within thirty (30) days of the date of such filing. If the Undersigned shall fail to discharge

said lien within such period, in addition to any other rights or remedies of the Grantor, the Grantor may, but shall not be obligated to, discharge same either by paying the amount claimed to be due or by posting bond. Any amount paid by the Grantor for any of the aforesaid purposes or for the satisfaction of any other lien caused by the Undersigned and all reasonable expenses of the Grantor in defending any such action or procuring the discharge of such lien, including reasonable attorney's fees, shall be repaid by the Undersigned to the Grantor on demand.

7. The Grantor reserves the right to require the Undersigned to take reasonable remedial action to correct any violation of the terms of this Agreement, for the protection and enhancement of the Project's lands, scenic, recreational, and other environmental value.
8. The Undersigned hereby agrees to incorporate in any and all of its contracts and/or agreements, for any work or construction done on or to said Premises, with any and all third persons, contractors, or subcontractors, a provision requiring said third parties, contractors, or subcontractors to indemnify and defend the Grantor, its agents and employees, from payment of any sum or sums of money, including attorney's fees, by reason of claims or suits resulting from injuries (including death) to any person, including but not limited to persons whose presence is related to the use of the easement hereunder, or damage to any property which is in any manner attributable to or resulting from the construction, use or maintenance of the easement herein described.
9. Without relinquishing, in any way whatsoever, any rights of governmental immunity to which the Undersigned is entitled under applicable Georgia law, and only to the extent permissible under the applicable laws of the State of Georgia, the Undersigned shall and does hereby agree to save, indemnify, and hold harmless, and defend the Grantor from the payment of any sum or sums of money to any person whomever (including third persons, subcontractors, the Undersigned, the Grantor, and agents and employees of them) on account of claims or suits growing out of injuries to persons (including the Grantor) in any way attributable to or arising out of the negligent use of the Easement by the Undersigned.
10. The Undersigned shall not place or store, nor permit to be placed or stored, any Hazardous Substances (as defined in 42 U.S.C. Sections 9601, et seq.), petroleum products or other pollutants, toxic substances or environmental hazards on or under the Premises. The Undersigned must abide by all local, state and federal laws regarding wetlands, protected species and stream buffer protection. The Undersigned is responsible for installation and maintenance of the Project's environmental best management practices to ensure proper erosion control.
11. The failure of the Grantor to exercise any rights given hereunder or to insist upon strict compliance with any term, condition or covenant specified herein, shall not constitute a waiver of the Grantor's right to subsequently exercise such right, or to subsequently demand strict compliance with any such term, condition or covenant under this Agreement.
12. This Agreement, including said maps or plans, constitutes the full and complete agreement between the parties hereto with respect to all matters contained herein, and

evidence of any prior or contemporaneous oral agreement or understanding shall be inadmissible to alter the terms of this Agreement.

13. This Agreement may not be modified, rescinded, terminated, or amended, in whole or in part, except by the written consent of the parties hereto.
14. This Agreement and the covenants and conditions contained herein shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors, assigns, and successors in title.
15. This Agreement shall be construed and governed by the laws of the State of Georgia.
16. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which when taken together shall constitute one and the same agreement.

(signatures appear on the following page)

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the date first above written.

Signed, sealed and delivered in the presence of:  
in the presence of:

"GRANTOR"  
DOUGHERTY COUNTY,  
GEORGA

\_\_\_\_\_  
(SEAL)  
Witness

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

Attest: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_  
(SEAL)

Signed, sealed and delivered in the presence of:  
in the presence of:

"UNDERSIGNED"  
CITY OF ALBANY, GEORGIA

\_\_\_\_\_  
(SEAL)  
Witness

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

Attest: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_  
(SEAL)





STATE OF GEORGIA  
COUNTY OF DOUGHERTY

Subject: CONSTRUCTION AND  
PERMANENT USE EASEMENT

### EASEMENT AGREEMENT

THIS AGREEMENT is made and entered into this 2<sup>nd</sup> day of MARCH, 2020, by and between the DOUGHERTY COUNTY, GEORGIA, a political subdivision of the State of Georgia, (hereinafter the "Grantor"), and CITY OF ALBANY, GEORGIA, (hereinafter the "Undersigned").

#### WITNESSETH

WHEREAS, the Grantor owns property in fee simple in Albany, Dougherty County, Georgia, depicted on Exhibit "A", attached hereto, incorporated herein, and made a part hereof by reference;

WHEREAS, the Undersigned desires to utilize that portion of the Grantor's property which is shown as 0.146 acres (6,363.6 square feet) on Exhibit 'A' (hereinafter the "Premises") by virtue of an easement for access of ingress, egress and regress with respect to the concrete and brick trail path, and associated improvements (hereinafter the "Facilities"), which easement is to be used for pedestrian and non-motorized vehicular traffic (as well as motorized vehicular traffic for handicapped individuals and for the Undersigned's maintenance of and security for such easement), hereinafter "Easement" or "Easement Area", all as shown hatched and denominated as "EASEMENT AREA" on that certain map or plan titled "CONNECTOR TRAIL PROJECT, DOUGHERTY COUNTY BOARD OF COMMISSIONERS, EXHIBIT 'A' FOR EASEMENT AGREEMENT AT 1500 N. MONROE STREET", prepared by the City of Albany Engineering Department, and dated January 10, 2019 which map or plan is made a part of hercof and incorporated by reference herein, to which map or plat reference should be made for the exact location of said Easement herein conveyed; more particularly described as:

BEGINNING at the northeast corner of the intersection of the rights-of-way of 8<sup>th</sup> Avenue and Monroe Street, run thence east along the northern right-of-way of said 8<sup>th</sup> Avenue for a distance of 15 feet to a point, run thence north a distance of 212.70 feet to a point, run thence northeasterly along a line deflecting to the right 23°00'06" for a distance of 63.71 feet to a point, run thence north along a line deflecting to the left 23°00'06" for a distance of 39.10 feet to a point, run thence west for a distance of 40.0 feet to a point on the eastern right-of-way of said Monroe Street, run thence south along the eastern right-of-way of said Monroe Street for a distance of 310.50 feet to the POINT OF BEGINNING. Said Tract contains 0.146 acres (6,363.6 square feet), and is depicted on Exhibit 'A' For Easement Agreement.

WHEREAS, the Undersigned intends to develop or have developed the Property for a multi-use trail through construction efforts and construction equipment, as depicted on Exhibit 'A'

attached hereto and made a part hereof and incorporated by reference; and

WHEREAS, the Grantor and the Undersigned intend that the Grantor should not incur any expense or liability as a result of the presence of the employees, agents, contractors or equipment of the Undersigned, as well as, and in particular, the general public, on the Premises in conjunction with the use of such Easement.

NOW THEREFORE, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Undersigned covenant and agree as follows:

The Grantor does hereby grant to the Undersigned a non-exclusive easement to enter upon the land of the Grantor and to construct the Facilities and use such Easement under the following terms and conditions:

1. In accepting this grant of easement the Undersigned acknowledges that the Grantor has made no representations as to whether the Premises are suitable for the uses contemplated herein and the Undersigned accepts an easement over said Premises in their present condition as suitable for said use.
2. The use of the Premises by the Undersigned shall be undertaken in a manner which will not interfere unreasonably with the use and enjoyment of the said Premises by the Grantor, its successors and assigns. The Facilities shall be constructed so as not to interfere with the permissible use of the surface area of the easement by the Grantor.
3. The Undersigned shall be responsible for performing the maintenance, repairs and construction of the Facilities at its sole cost.
4. The Undersigned shall be responsible for routine removal of trash and debris and for routine maintenance of landscaping along the trail, provided, however, that the Undersigned may enter into an agreement with the city or county in which the trail is located whereby the city or county agrees to be responsible for routine removal of trash and debris, and for routine maintenance of landscaping along the trail.
5. The Undersigned agrees that immediately following any construction, installation, or maintenance activities related to the Facilities, as contemplated herein, the Undersigned shall, at its sole cost and expense, restore all areas of the Grantor's lands outside the trail area which have been disturbed by such activities. All restoration of these lands shall be to a condition substantially the same as existed immediately prior to any such disturbances, including, without limitation, any and all necessary repairs and replacement of landscaping and pavement which may be removed and excavated by the Undersigned, and all necessary repairs to restore the original contours and reestablish the ground cover to control erosion. The Undersigned shall also notify the Grantor when the work is completed and the Undersigned shall provide a representative to accompany the Grantor's representative on an inspection of the Premises.

6. The Undersigned shall not permit any mechanics' or materialmen's or other liens to be filed or placed against the Premises by reason of work, services or materials supplied to or claimed to have been supplied to the Undersigned, and if any such lien should at any time be filed against the Premises, the Undersigned shall cause the same to be discharged of record by paying the amount claimed to be due, by deposit in court or by posting bond within thirty (30) days of the date of such filing. If the Undersigned shall fail to discharge said lien within such period, in addition to any other rights or remedies of the Grantor, the Grantor may, but shall not be obligated to, discharge same either by paying the amount claimed to be due or by posting bond. Any amount paid by the Grantor for any of the aforesaid purposes or for the satisfaction of any other lien caused by the Undersigned and all reasonable expenses of the Grantor in defending any such action or procuring the discharge of such lien, including reasonable attorney's fees, shall be repaid by the Undersigned to the Grantor on demand.
7. The Grantor reserves the right to require the Undersigned to take reasonable remedial action to correct any violation of the terms of this Agreement, for the protection and enhancement of the Project's lands, scenic, recreational, and other environmental value.
8. The Undersigned hereby agrees to incorporate in any and all of its contracts and/or agreements, for any work or construction done on or to said Premises, with any and all third persons, contractors, or subcontractors, a provision requiring said third parties, contractors, or subcontractors to indemnify and defend the Grantor, its agents and employees, from payment of any sum or sums of money, including attorney's fees, by reason of claims or suits resulting from injuries (including death) to any person, including but not limited to persons whose presence is related to the use of the easement hereunder, or damage to any property which is in any manner attributable to or resulting from the construction, use or maintenance of the easement herein described.
9. Without relinquishing, in any way whatsoever, any rights of governmental immunity to which the Undersigned is entitled under applicable Georgia law, and only to the extent permissible under the applicable laws of the State of Georgia, the Undersigned shall and does hereby agree to save, indemnify, and hold harmless, and defend the Grantor from the payment of any sum or sums of money to any person whomever (including third persons, subcontractors, , and agents and employees of them) on account of claims or suits growing out of injuries to persons (including the Grantor) in any way attributable to or arising out of the negligent use of the Easement by the Undersigned .
10. The Undersigned shall not place or store, nor permit to be placed or stored, any Hazardous Substances (as defined in 42 U.S.C. Sections 9601, et seq.), petroleum products or other pollutants, toxic substances or environmental hazards on or under the Premises. The Undersigned must abide by all local, state and federal laws regarding wetlands, protected species and stream buffer protection. The Undersigned is responsible for installation and maintenance of the Project's environmental best management practices to ensure proper erosion control.
11. The failure of the Grantor to exercise any rights given hereunder or to insist upon strict

compliance with any term, condition or covenant specified herein, shall not constitute a waiver of the Grantor's right to subsequently exercise such right, or to subsequently demand strict compliance with any such term, condition or covenant under this Agreement.

12. This Agreement, including said maps or plans, constitutes the full and complete agreement between the parties hereto with respect to all matters contained herein, and evidence of any prior or contemporaneous oral agreement or understanding shall be inadmissible to alter the terms of this Agreement.
13. This Agreement may not be modified, rescinded, terminated, or amended, in whole or in part, except by the written consent of the parties hereto.
14. This Agreement and the covenants and conditions contained herein shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors, assigns, and successors in title.
15. This Agreement shall be construed and governed by the laws of the State of Georgia.
16. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which when taken together shall constitute one and the same agreement.

(signatures appear on the following page)

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the date first above written.

Signed, sealed and delivered in the presence of:  
in the presence of:

\_\_\_\_\_  
(SEAL)  
Witness

\_\_\_\_\_  
Notary Public

"GRANTOR"  
DOUGHERTY COUNTY,  
GEORGA

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Attest: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_  
(SEAL)

Signed, sealed and delivered in the presence of:  
in the presence of:

\_\_\_\_\_  
(SEAL)  
Witness

\_\_\_\_\_  
Notary Public

"UNDERSIGNED"  
CITY OF ALBANY, GEORGIA

By: \_\_\_\_\_

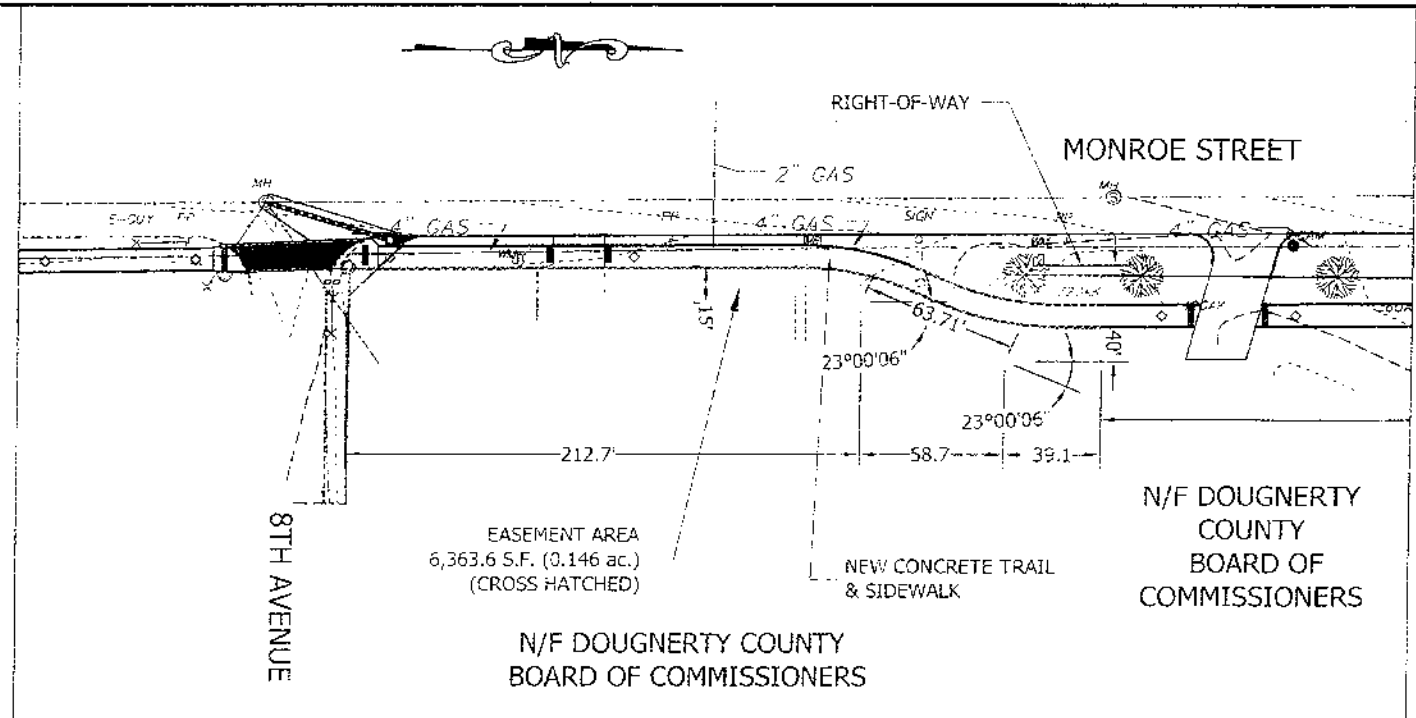
Name: \_\_\_\_\_

Title: \_\_\_\_\_

Attest: \_\_\_\_\_

Name: \_\_\_\_\_

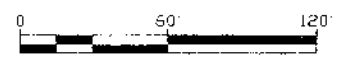
Title: \_\_\_\_\_  
(SEAL)



CONNECTOR TRAIL PROJECT  
DOUGHERTY COUNTY BOARD OF COMMISSIONERS  
EXHIBIT 'A' FOR EASEMENT AGREEMENT  
AT 1500 N. MONROE STREET

FEBRUARY, 2020

City of Albany  
Engineering Department  
PO Box 447  
Albany, Georgia 31702-0447  
(229) 883-6955 phone  
(229) 431-2875 fax



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

**WHEREAS**, Dougherty County, Georgia owns the attached list of equipment and vehicles; and

**WHEREAS**, the County has neither an immediate or foreseeable future use for said equipment and vehicles;

**NOW THEREFORE, BE IT RESOLVED** by the Board of Commissioners of Dougherty County, Georgia and **IT IS HEREBY RESOLVED** by Authority of same:

**SECTION I.** That the equipment and vehicles specified in the list attached hereto are hereby declared surplus and the County Administrator is authorized to dispose of or to sell the same on govdeals.com.

**SECTION II.** That the County Administrator or County Clerk are authorized to execute documents necessary to effectuate sale of said equipment and vehicles.

**SECTION III.** All resolutions or parts of resolutions in conflict herewith are repealed.

BOARD OF COMMISSIONERS OF  
DOUGHERTY COUNTY, GEORGIA

By: \_\_\_\_\_  
CHAIRMAN

\_\_\_\_\_  
COUNTY CLERK  
Adopted: March 2, 2020

**ADDU**

<b>Description</b>	<b>Unit Number</b>	<b>Condition</b>
1984 Chev C-10 Truck	59-0371	Fair
2007 Volkswagon	59-0765	Fair
1995 Nissan Maxima	59-9518	Fair
1999 Honda Accord	59-9967	Poor
2009 Honda Accord	59-0966	Poor
2007 Ford 500	59-0712	Poor
2001 Mercedes Benz	59-0110	Poor
1998 Ford Explorer	59-9811	Poor
1978 Chev Impala	59-3710	Poor
1997 Buick LeSabre	59-9716	Poor
2002 Cadillac	59-0217	Poor

**Administration**

<b>Description</b>	<b>Unit Number</b>	<b>Condition</b>
Surface Book	N/A	Poor

**DA's Office**

<b>Description</b>	<b>Unit Number</b>	<b>Condition</b>
Dell Optiplex 380	JLKHNL1	Fair
Dell Optiplex 380	BYLYLN1	Fair
Dell Optiplex 380	JLHNNL1	Fair
Dell Optiplex 380	8HZYQ1	Fair
Dell Optiplex 380	8PPOZQ1	Fair
Dell Optiplex 380	8PLWYQ1	Fair
Dell Optiplex 380	8PXXYQ1	Fair
Dell Optiplex 380	8PWXYQ1	Fair
Dell Optiplex 320	BY4BX12	Fair
Dell Optiplex 745	FOCWZC1	Fair
Dell Optiplex 960	C1SBPL1	Fair
Dell Optiplex 960	2VPF4K1	Fair
Dell Optiplex 960	3D7GZH1	Fair



## DA's Office Continued

Dell Optiplex 980	4N9GLM1	Fair
Compaq Presario	N/A	Fair
Samsung Laptop	N/A	Fair
Dell Latitude D820	DJHJZB1	Fair
Dell Latitude D510	D82KW81	Fair
Dell Latitude E6410	15MYMN1	Fair
Dell Latitude 65500	36FDOL1	Fair
Dell Monitor	9471TFS	Fair
Dell Monitor	6706KTL	Fair
Dell Monitor	71T1W7U	Fair
Dell Monitor	GAYOADO	Fair
Dell Monitor	71T181U	Fair
Dell Monitor	1CG383U	Fair
Panasonic TV	PVM383U	Fair
HP Laserjet 1320	N/A	Fair
Panasonic Typewriter	KXE603	Fair
Elmo Document Camera	350262	Fair
Elmo Document Camera	350528	Fair
HP Toner Cartridge	N/A	Fair
Wood Printer Stand	N/A	Good
HP Photosmart 7600	N/A	Fair

## EMS

Description	Unit Number	Condition
Hamilton Beach Microwave	F40114D00455	Poor
Green Chair	N/A	Poor
3 Seat Sofa	N/A	Poor
Clean Works Cleaning Fluid Mixer	N/A	Poor
Charbroil Gas Grill	N/A	Poor
Blue Chair	N/A	Poor
Yellow Office Chair	Model MC 400	Poor
Empty Oxygen Kit Bags-Yellow (9)	N/A	Poor

## EMS Continued

ESA CRT TV	Model ET427E	Poor
Bunn Coffee Machine	N/A	Poor
Canon Copy Machine	C01034761	Poor
Portable Suction Units (3)	N/A	Poor
Glass Computer Desk	N/A	Fair
Glass Door Book Case	N/A	Fair
Identity Guard Paper Shredder	SH1524CP	Poor
Lifepak 12 Cardiac Monitor Batteries (12)	N/A	Poor
Medtronic Physio Control AC Power Adapter (6)	VLP12-06-0001212	Poor
Medtronic Physio Control Battery Support System (2)	VBSS2-02-000009	Fair
Assorted Lifepak BP Cuffs (10)	N/A	Good
Lifepak 12 Cardiac Monitor Case	N/A	Fair
Lifepak Modems (3)	N/A	Poor
Bretford TV Stand (2)	N/A	Fair
RCA CRT TV	32V434T	Fair
Medtronic Physio Control Lifepak 12 Biphasic Defibrillator	VLP12-02-007228	Fair
Tackle Box	N/A	Poor
GTAC Laptop Vehicle Mount (4)	N/A	Poor
IBM Wheelwriter 35	N/A	Poor
Plastic Spine	N/A	Poor
Desktop Tower Holder	N/A	Poor
Fire Extinguishers (2)	N/A	Poor
Box Springs and Headboard	N/A	Poor
Emmerson Microwave	N/A	Poor
Kitchen Chair	N/A	Poor
Step Stool	N/A	Poor
Sharp CRT TV	N/A	Poor
Wooden Long Back Board	N/A	Poor
Floor Fan	N/A	Poor

## Extension Office

Description	Unit Number	Condition
2012 Ricoh Copier	12513393	Good

## Human Resources

Scanner (3)	N/A	Poor
CPU Monitor/ Tower	FDJDP21	Poor
CPU Monitor/Tower	BVCSJ2D1	Fair
CPU Monitor/Tower	DFSPTV1	Fair
CPU Monitor/Tower	DFPQTV1	Fair
CPU Monitor/Tower	8W5J2D7	Poor

## Jail

Description	Unit Number	Condition
Chairs (5)	N/A	Good
Library Tables (11)	N/A	Good
Unimac Washer	81508TZ3JK	Poor
Projector	8180507	Poor
Carpet Extractor	17420147	Good
Carpet Extractor	TC46000001892	Good
Gravely Push Mower	766	Poor
Snapper Push Mower	11527238	Poor
Honda Push Mower	MZAM6012766	Fair
Minuteman Vacuum	29412299	Poor
Salem Travel Trailer	1CASA29T4SL007787	Good
Gulf Stream Travel Trailer	515TC30FKD24039	Good

## Northwest Library

Description	Unit Number	Condition
Metal Bookends	N/A	Good
Metal Book Shelves (13)	N/A	Good
Microfilm Cabinets (2)	N/A	Good

## Northwest Library Continued

Chairs with Casters (12)	N/A	Poor
Coat Rack	N/A	Poor
Eureka Vacuum	N/A	Poor
Wooden Desk Chair	N/A	Poor
Lateral File Cabinet	N/A	Fair

## Sheriff's Office

Description	Unit Number	Condition
Latitude 7414	HV9RG92	Poor
Latitude 7404	9BCLNY1	Poor
Latitude 7404	1CHLNY1	Poor

## State Court

Description	Unit Number	Condition
HP Laserjet Pro 400	M451nw	Poor



**KEEP**  
ALBANY-DOUGHERTY  
BEAUTIFUL

2106 Habersham Road  
P.O. Box 4868  
Albany, Georgia 31706

KEEP AMERICA BEAUTIFUL AFFILIATE



**MEMO**

TO: Dougherty County Board of Commissioners

FROM: Judy Bowles, Executive Director *JB*

DATE: February 17, 2020

RE: Board Appointment

This memo is to request the appointment of Ms. Lisa Harrell, with Albany Technical College, to the Keep Albany-Dougherty Beautiful Board of Commissioners to fill the vacancy created by Ms. Michara Delaney, with ASU, who has moved to Texas.

Lisa Harrell, MBA, MSC  
Dean of Academic Affairs/Construction,  
Manufacturing & Transportation  
153 Canvasback Drive  
Leesburg, GA 31763  
(229) 343-5822

Thank you for your consideration of this request.

JWB/mm

**A RESOLUTION  
ENTITLED**

**A RESOLUTION SUPPORTING THE REQUEST OF THE CHEHAW PARK AUTHORITY THAT THE ACT CREATING SUCH AUTHORITY (GA. L. 1979,p. 4514) BE REVISED; THAT THE BOARD OF COMMISSIONERS OF DOUGHERTY COUNTY SUPPORTS THE REQUESTED CHANGES TO THE ACT OTHER THAN THE REQUEST TO REVISE THE NUMBER OF BOARD MEMBERS FROM NINE TO SEVEN; THAT REQUEST FOR THE SAME SUPPORT BE SOUGHT FROM THE BOARD OF COMMISSIONERS OF LEE COUNTY, GEORGIA, AND THE BOARD OF COMMISSIONERS OF THE CITY OF ALBANY, GEORGIA; REQUEST THAT THE LOCAL LEGISLATIVE DELEGATION INTRODUCE A NEW ACT AT THE 2020 GEORGIA LEGISLATIVE SESSION; REPEALING RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT HEREWITH; AND FOR OTHER PURPOSES.**

**WHEREAS**, the requested changes to the Act creating the Chehaw Park Authority which are set forth in an Agenda Item presented by Mary Ligon and Tommy Gregors, other than the request to revise the number of Board members from nine to seven, are in the best interests of the citizens of Albany, Dougherty County and Lee County; and

**WHEREAS**, such changes will inure to and benefit the Chehaw Park Authority.

**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** This Commission does hereby support the requested changes to the Act creating the Chehaw Park Authority.

**SECTION II** This Commission requests that the Lee County Commission and the Albany City Commission join the Dougherty County Commission in requesting our local legislative delegation to introduce a new Act at the 2020 Legislative Session.

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

This the 2nd day of March, 2020.

BOARD OF COMMISSIONERS OF  
DOUGHERTY COUNTY, GEORGIA

BY: \_\_\_\_\_  
Christopher S. Cohilas, Chairman

ATTEST:

\_\_\_\_\_  
County Clerk