



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 9, 2020 Work Session**

Documents received after 12 p.m., March 6, 2020 are not included.

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

Sincerely,

Jawahn E. Ware  
County Clerk



**WORK SESSION – MARCH 9, 2020**

*Draft 3 bh*

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

**10 AM**

## **AGENDA**

### **A. CALL MEETING TO ORDER BY CHAIRMAN CHRISTOPHER COHILAS.**

### **B. DELEGATIONS (The Commission will hear comments on those items pertaining to Dougherty County for which a public hearing has not been held or scheduled. Please be brief, to the point, and considerate of time for others):**

1. **Public Works Director Larry Cook** present to announce the **2020 Georgia Chapter APWA awards received**. Dougherty County Public Works received the **Disaster or Emergency Construction/Repair Award** for the Radium Springs Subdivision Road Improvements and **Project Engineer Jeremy Brown** was recognized as the **Chapter Engineering and Technical Manager of the Year**.
2. **Dougherty County Board of Commissioners** present to recognize the **2020 Snicker Marathon** water station volunteers for their hard work and dedication at the **Dougherty County** water station.

### **C. ITEMS FOR DISCUSSION FOR THE REGULAR MEETING SCHEDULED MARCH 16, 2020:**

1. Minutes of the February 17th Regular Meeting and February 24th Work Session. **See Minutes.**
2. **Recommendation to purchase one (1) 40 Ton Articulated Dump Truck** for the **Solid Waste Department** from **Flint Equipment Company** (Albany, GA), **in the amount of \$495,415**. **Funding** is budgeted in the **Solid Waste Capital Outlay**. Assistant County Administrator Scott Addison will address. Solid Waste Director Campbell Smith and City of Albany Buyer Tina Strassenberg are present. **See Purchases #1.**

**<See Over>**

3. **Recommendation** from the Recreation Committee **to implement Phase I** of the **Radium Springs Master Plan**. Recreation Committee Chairman Clinton Johnson, County Administrator Michael McCoy and Consultant Ron Huffman are present to address. **See PowerPoint.**
4. **Recommendation** from **Human Resources** to **accept the 2020 Georgia County Internship Program (GCIP) Grant** from the ACCG Georgia Civic Affairs Foundation **in the amount of \$2,607.60**. The grant will provide a summer internship for the CDBG Disaster Recovery Program. County Administrator Michael McCoy and HR Director Dominique Hall will address. **See Other #1.**
5. **Review** and consider a **request from Georgia Power Company** providing for the **execution of a Utility Relocation Agreement** between Dougherty County, Georgia and Georgia Power Company **relative to relocating several power poles** on Camellia Drive in Radium Springs. County Engineer Jeremy Brown will address. **See Other #2.**
6. **Consider** for use the **Dougherty County Nuisance Abatement** Resolution No 02-034 **to address dilapidated properties** located at 2902, 2912, 2914 and 2916 Leary Road. County Attorney Spencer Lee will address. **See Other #3.**

**D. ITEMS FROM THE COUNTY ADMINISTRATOR.**

**E. ITEMS FROM THE COUNTY ATTORNEY.**

**F. ITEMS FROM THE COUNTY COMMISSION.**

**G. ADJOURN.**

*Individuals with disabilities who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting or the facilities are required to contact the ADA Coordinator at 229-431-2121 promptly to allow the County to make reasonable accommodations for those persons.*

DOUGHERTY COUNTY COMMISSION

DRAFT

REGULAR MEETING MINUTES

February 17, 2020

The Dougherty County Commission met in Room 100 of the Albany-Dougherty Government Center on February 17, 2020. Chairman Christopher Cohilas presided. Commissioners present were 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. Commissioner Victor Edwards was absent.

After the invocation and Pledge of Allegiance, the Chairman called for approval of the January 13th Work Session and January 31st Annual Retreat minutes.

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

The Chairman recognized Mental Health Development Disabilities & Addictive Disease Advisory Council – Regional 4 Board Member, Debbie Richardson to provide an update to the Commission from Mental Health Day that was held at the Capitol in Atlanta, Ga. Jere Brands, President of National Alliance of Mental Illness (NAMI) was also recognized for a presentation.

The Chairman recognized Director of Planning & Development, Paul Forgey to provide the annual Albany - Dougherty County Land Bank update to the Commission.

The Chairman opened the public hearing on the petition for an installation of a traffic calming device for the 800 Block of River Pointe Drive. Funding is available in TSPLOST. There was no one present to speak for or against the petition and the Chairman closed the public hearing.

The Chairman called for consideration of the purchase of 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.

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

The Chairman called for consideration of the purchase of 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.

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



The Chairman called for consideration of the purchase of 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.

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

The Chairman called for consideration of the purchase of one 2020 Ford Escape for the Sheriff's Office from the "piggy-back" from the City of Atlanta's contract with Wade Ford (Smyrna, GA), in the amount of \$24,562. This purchase will replace a wrecked Escape with immediate delivery. Funding is budgeted in the SPLOST VII – Sheriff's Office. Assistant County Administrator Scott Addison addressed. Assistant Chief Deputy Pamela Johnson and Buyer Tina Strassenberg were present.

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

The Chairman called for consideration of the purchase of one 2020 Peterbilt Dump Truck for Public Works from the "piggy-back" of the County's award on April 15, 2019 to Performance Peterbilt (Albany, GA), in the amount of \$140,583. Funding is budgeted in SPLOST VI – Storm Drainage Improvements/Equipment. Assistant County Administrator Scott Addison addressed by sharing that this is a life cycle replacement. Public Works Director Larry Cook and Buyer Tina Strassenberg were present.

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

The Chairman called for consideration of a resolution 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.

Commissioner Jones moved for approval. Upon a second by Commissioner Gray, the motion passed unanimously. Resolution 20-008 is entitled:

A RESOLUTION  
ENTITLED

A RESOLUTION PROVIDING FOR THE APPROVAL OF A CHANGE  
ORDER TO THE RADIUM SPRINGS STORM MEMORIAL PROJECT  
PREPARED BY LRA CONSTRUCTORS INC. FOR ADDITIONAL  
ELECTRICAL WORK IN THE AMOUNT OF \$63,926.00; REPEALING  
RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT  
HEREWITH; AND FOR OTHER PURPOSES.

The Chairman called for consideration of a resolution to approve the Memorandum of Understanding with the Board of Regents of the University of System of Georgia by and on behalf of the University of Georgia Cooperative Extension and Dougherty County. The provision identifies the compensation for UGA Cooperative Extension Services Personnel. County Administrator Michael McCoy addressed. County Extension Coordinator James Morgan was present. Mr. McCoy said that this was administrative housekeeping. All counties were asked to update the MOU. The County had elected the cooperative contract pay as opposed to the cooperative direct pay.

Commissioner Johnson moved for approval. Upon a second by Commissioner Gray, the motion passed unanimously. Resolution 20-009 is entitled:

A RESOLUTION  
ENTITLED  
A RESOLUTION PROVIDING FOR THE APPROVAL AND  
EXECUTION OF A MEMORANDUM OF UNDERSTANDING  
BETWEEN THE BOARD OF REGENTS OF THE UNIVERSITY  
SYSTEM OF GEORGIA AND DOUGHERTY COUNTY, GEORGIA  
RELATING TO THE UNIVERSITY OF GEORGIA COOPERATIVE  
EXTENSION; REPEALING RESOLUTIONS OR PARTS OF  
RESOLUTIONS IN CONFLICT HEREWITH; AND FOR OTHER  
PURPOSES.

The Chairman called for consideration of the recommendation for the installation of a traffic calming device for the 800 Block of River Pointe Drive. Funding is available in TSPLOST.

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

Commissioner Jones provided an update on the community job fair through partnership with Work Source Georgia and other entities. Commissioner Gray spoke about live streaming the Commission meetings live. Chairman Cohilas announced that there were no changes to Commission Subcommittee appointments for 2020.

There being no further business to come before the Commission, the meeting adjourned at 11:01 a.m.

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CHAIRMAN

ATTEST:

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COUNTY CLERK

# DOUGHERTY COUNTY COMMISSION

DRAFT

## WORK SESSION MINUTES

February 24, 2020

The Dougherty County Commission met in Room 120 of the Albany-Dougherty Government Center on February 24, 2020. Chairman Christopher Cohilas presided. Commissioners present were Victor Edwards, Gloria Gaines, Russell Gray, Clinton Johnson and Anthony Jones. Also present were County Administrator Michael McCoy, Assistant County Administrator Scott Addison, County Attorney Spencer Lee, County Clerk Jawahn Ware, other staff and representatives of the media. Commissioner Lamar Hudgins was absent.

The Chairman recognized Fire Chief Cedric Scott and Deputy Fire Chief Sebon Burns present to recognize citizen Jay Juarez and Albany Fire Department staff for their emergency response to the recent Flint River incident. Chairman Cohilas shared that Mr. Juarez will receive a proclamation of heroism from the Commission. Chief Scott also updated those present on pending flood water conditions and cautioned individuals not to cross high waters.

The Chairman recognized citizen George Carter who spoke about funding for East Albany.

The Chairman asked the Commission to review the minutes of the January 27th Regular Meeting and February 10th Work Session.

The Chairman called for a discussion of a recommendation to purchase one 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. Assistant County Administrator Scott Addison addressed. Public Works Director Larry Cook and City of Albany Buyer Tina Strassenberg were present.

The Chairman called for a discussion of a recommendation to purchase one 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. Assistant County Administrator Scott Addison addressed. Public Works Director Larry Cook and City of Albany Buyer Tina Strassenberg were present.

The Chairman called for a discussion of a recommendation to purchase two 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. Assistant County Administrator Scott Addison

addressed. Public Works Director Larry Cook and City of Albany Buyer Tina Strassenberg were present.

The Chairman called for a discussion of a recommendation to accept the bid 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. Six contractors submitted bids. Funding is budgeted in SPLOST VII. Assistant County Administrator Scott Addison addressed. Public Works Director Larry Cook, Project Engineer Jeremy Brown and City of Albany Buyer Kimberly Allen were present. Mr. Addison shared that the projects were separated because there will be two separate types of contractors working on the phases. It is planned for the projects to be completed at the same time. Mr. Brown was also recognized for reviewing the documents and being able to save the County a substantial amount of money.

The Chairman called for a discussion of a recommendation to accept the bid for the Risk Management Program's Property/Liability & Workers Compensation Claims Third Party Administration from Underwriters Safety & Claims (Savannah, GA) for a three year contract with two, one year options. The annual cost is \$69,045. Five firms submitted proposals. Funding will be budgeted in the Risk Management Fund. Assistant County Administrator Scott Addison and Jim Britt, Consultant from Scarborough & Britt, LLC, addressed. The Proposal Analysis Group (PAG) and Safety Committee Members were present and recognized. Mr. Britt provided a historical overview of the County's program and confirmed the recommendation. Mr. McCoy addressed Commissioner Gaines' question in reference to the County's savings since being self-insured. He stated that supplemental data would be provided to her.

The Chairman called for a discussion of a recommendation to approve 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. Assistant County Administrator Scott Addison addressed.

The Chairman called for a discussion of a recommendation to declare the listed vehicles and equipment as surplus and authorizing the disposal of or sale of same via an online auction. Assistant County Administrator Scott Addison addressed.

The Chairman called for discussion of the following proposed board appointment. County Clerk Jawahn Ware addressed.

Keep Albany Dougherty Beautiful – There is one appointment with a three-year term ending December 31, 2022. Incumbent Dr. Michara Delaney relocated from Georgia. KADB recommended Lisa Harrell, Dean of Academic Affairs, Albany Technical College.

The Chairman called for a discussion of a recommendation to accept the proposed resolution for the Chehaw Park Enabling Legislation Reauthorization. Chehaw Park

Authority Executive Director Tommy Gregors addressed. Board member Mary Ligon was present. Mr. Gregors said adding a position for Dougherty County on the Board would recognize the County's past commitment and support. He clarified that current legislation does not require funding by any entity. His goal is for the park to operate as a sound business; however, due to the location, public funding is needed. Government dollars, private dollars and earned dollars are required. He is working on revising the park's business plans. Some marketing strategies were shared to include the pooling and partnering of other attractions. After a lengthy discussion, Attorney Lee provided cautioning advice in reference to the consideration of appointments possibly being a Commissioner. Commissioner Gray proposed that a staff member, specifically Scott Addison, be appointed for the initial term. Closing points were made by Mr. Gregors and the Chairman. Chairman Cohilas reminded the Commission that action was needed due to the hard deadline to present the request to the state legislation and action will be scheduled for the next Regular Meeting.

Commissioner Jones provided an update on the recent empowerment event. He also discussed the initial organizing meeting of North County Line Neighborhood Watch Association that would take place this week. Chairman Cohilas provided an update on the recent Arbor Day events.

After there was no further business to come before the Commission, the meeting adjourned at 11:18 a.m.

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CHAIRMAN

ATTEST:

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COUNTY CLERK



**PROCUREMENT RECOMMENDATION**

DATE: **March 05, 2020**

TITLE:	<b>40-Ton Articulated Dump Truck</b>	DEPARTMENT:	<b>2054 – Solid Waste</b>
REF. NUMBER:	<b>Bid #20-036</b>	ACCOUNT NUMBER:	<b>CIP-2000-1510.10</b>
OPENING DATE:	<b>02/25/2020</b>	BUDGETED AMOUNT:	<b>\$ 610,000.00</b>
BUYER:	<b>Tina Strassenberg</b>	DEPT. CONTACTS:	<b>Campbell Smith</b>

  
**Yvette Fields, Director**

**RECOMMENDATION:**

Recommend the purchase of one (1) 40-Ton Articulated Dump Truck from Flint Equipment Co., of Albany, Georgia, for the Solid Waste Division. This expenditure will be \$495,415.00.

**BACKGROUND INFORMATION:**

Bid #20-036 was advertised in the Albany Herald, on local Channel 16, and published on the Georgia Procurement Registry. Two bids were received. Flint Equipment Co. was the lowest responsive and responsible bidder. This purchase will replace Unit #541442, a 2007 CAT 627G Pan Scraper Tractor with 10,762 hours of use.

**COUNTY ADMINISTRATOR ACTION:**

☒ APPROVED

☐ DISAPPROVED

☐ HOLD

COMMENTS:

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

3/6/2020  
DATE

  
COUNTY ADMINISTRATOR

List of Documents Attached:  
**Bid 20-036 Tabulation Sheet**

CENTRAL SERVICES

<b>CITY OF ALBANY GEORGIA</b> <b>PROCUREMENT DIVISION</b> <b>TABULATION OF BIDS</b> DEPT: <b>Dougherty Co. Solid Waste</b> OPEN DATE: <b>March 3, 2020</b> TIME OF OPENING: <b>2:30 p.m.</b> BID REF: <b>20-036</b>		Flint Equipment Co. <b>Crisp Gatewood</b> 1206 Blaylock Street Albany, GA 31705 229-888-1212 (ph) 229-435-3612 (fx) <a href="mailto:cgatewood@flintequipco.com">cgatewood@flintequipco.com</a>		Yancey Brothers Company <b>Amelia Griner</b> 1604 S. Slappey Blvd. Albany, GA 31701 229-435-6262 (ph) <a href="mailto:amelia_griner@yanceybros.com">amelia_griner@yanceybros.com</a>					
Est. QTY	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	40-Ton Articulating Dump Truck	\$495,415.00	\$495,415.00	\$499,725.00	\$499,725.00		\$0.00		\$0.00
<b>TOTAL</b>			<b>\$495,415.00</b>		<b>\$499,725.00</b>		<b>\$0.00</b>		<b>\$0.00</b>
FOB Point/Terms		<b>Net 30</b>		<b>Net 30</b>		<b>Net 30</b>		<b>Net 30</b>	
COMMENTS <b>PRELIMINARY BID TABULATION</b>		<b>Apparent Low Bidder</b>							



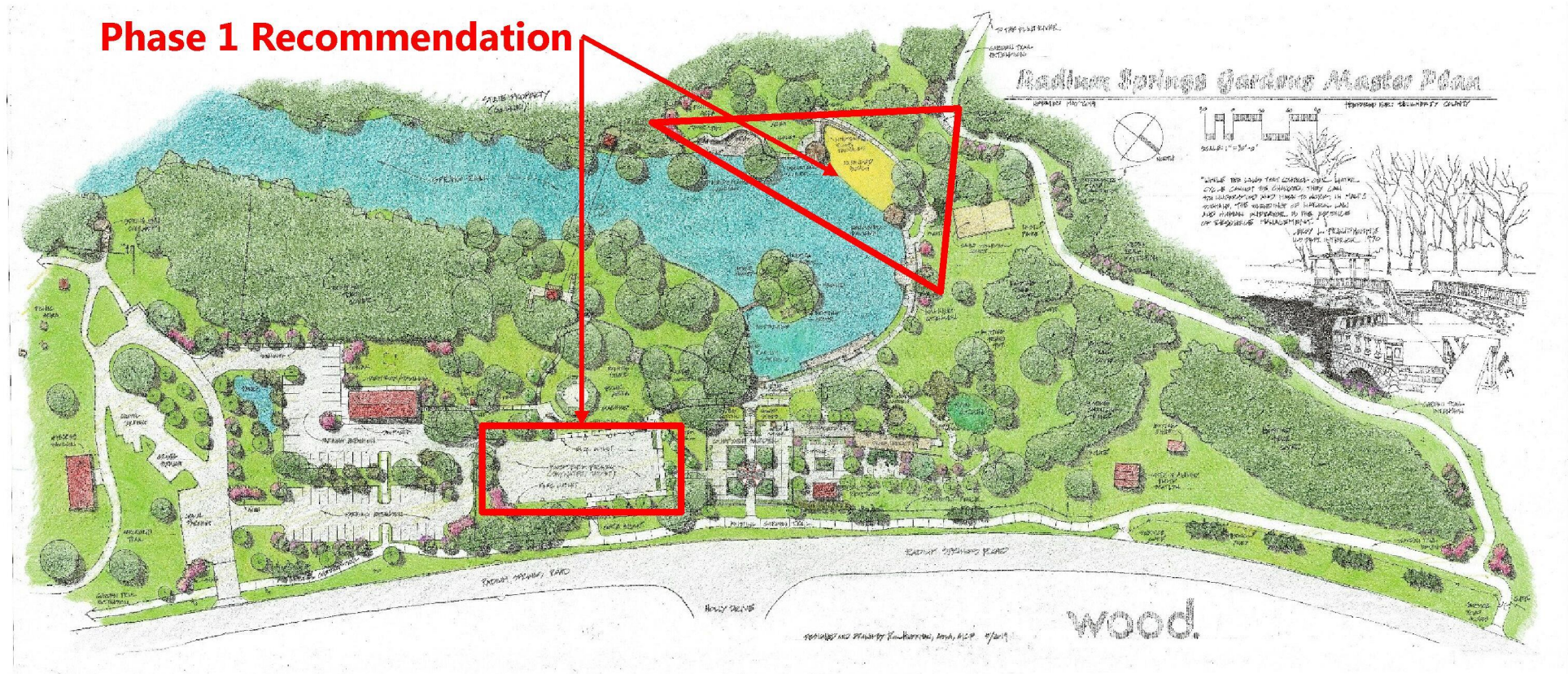
## Projects Overview

### Radium Springs Master Plan Update

Phase 1 Recommendations from the Recreation Committee



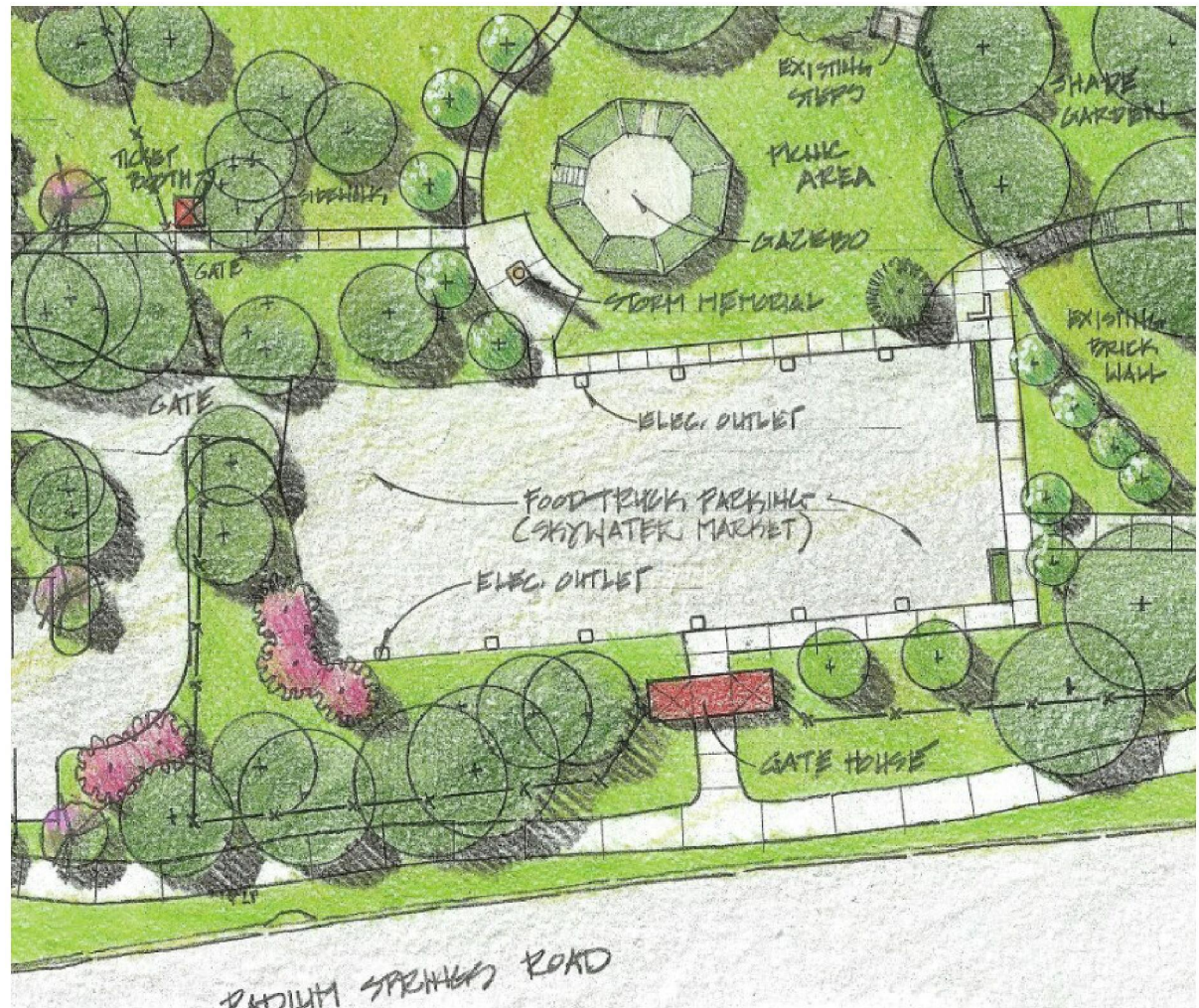
# Radium Springs Master Plan Update





# Components of Phase 1 – Food Truck Parking Elec.

Adding 100 Amp  
Electrical Hook-ups for  
Vendors



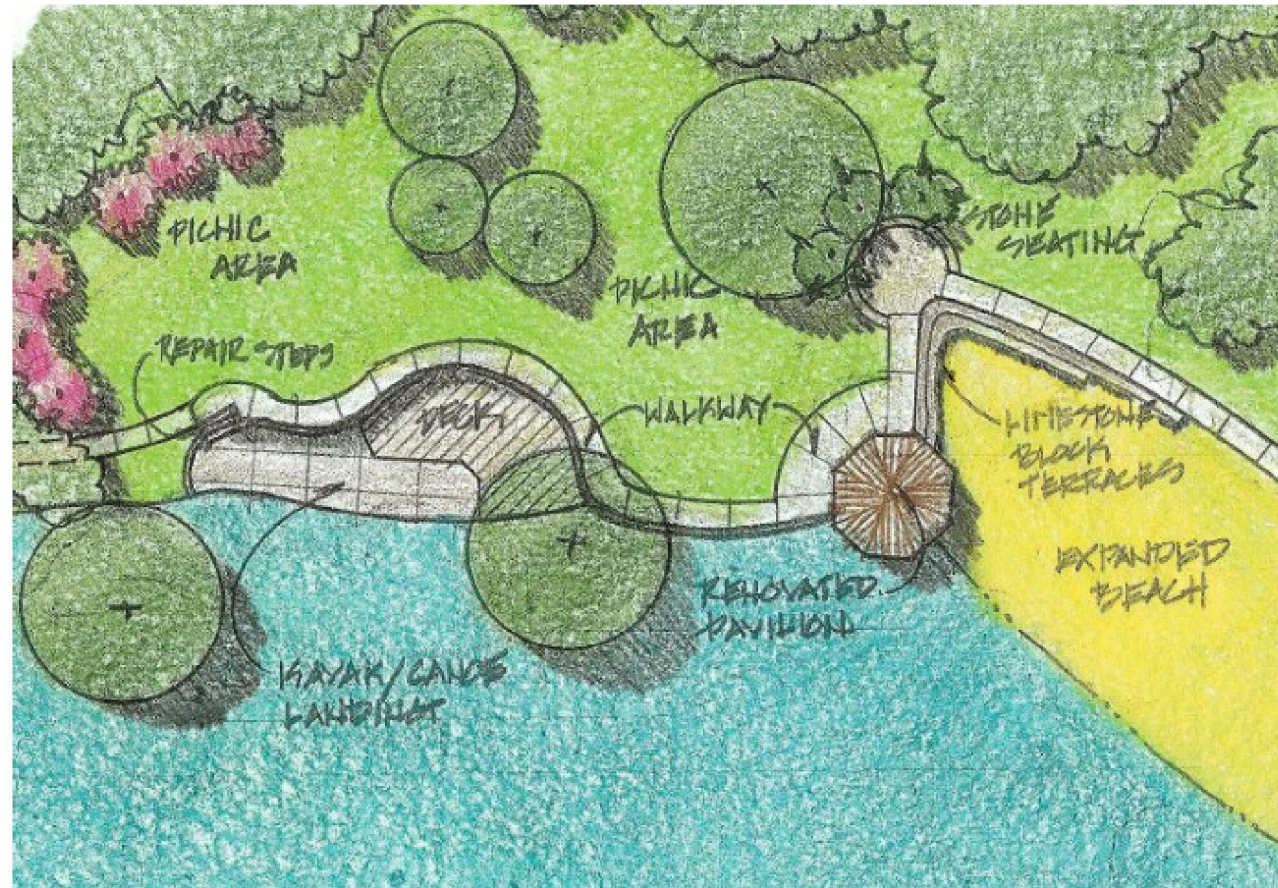


# Components of Phase 1 – Canoe Landing Repair

Repairing  
surrounding stone  
wall.

Building an elevated  
deck on the eastern  
side of the boat  
landing

Repairing the  
concrete landing on  
the west side





# Components of Phase 1 – The Beach

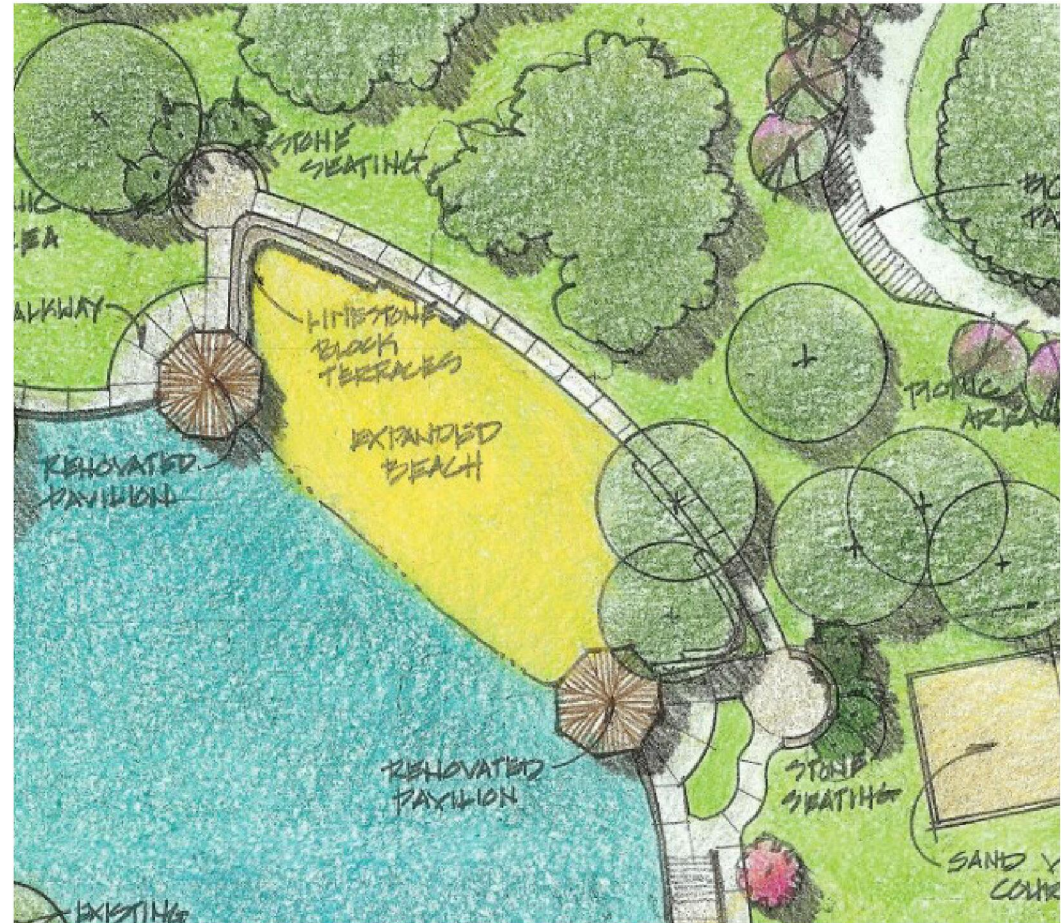
Sand for the Beach

Removal of invasive vegetation in the water

Repair of the gazebo pavilions

Adding seating areas and surrounding walkways

Repairing rock walls



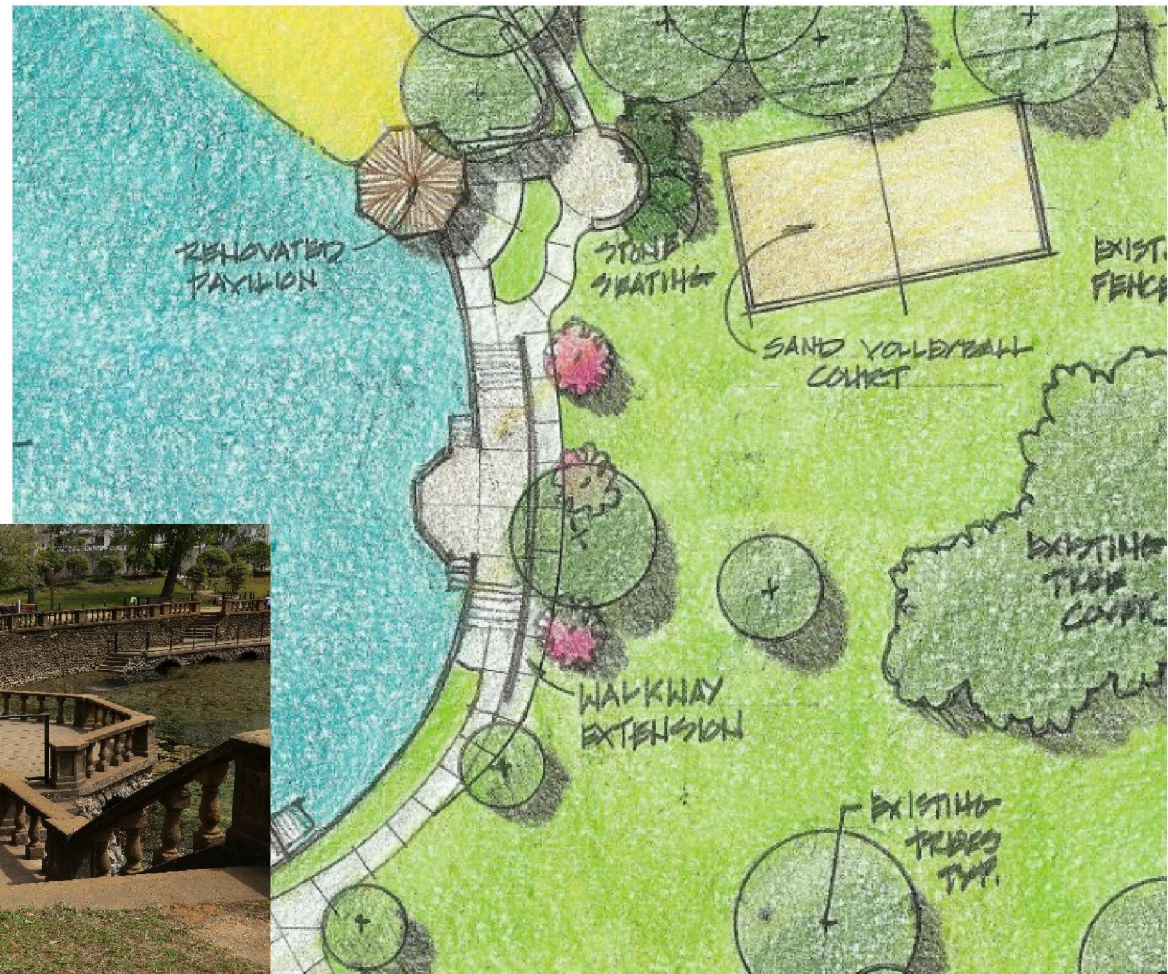


# Components of Phase 1 – Waterfront Plaza Repair

Repair surrounding rock wall

Add an accessible ramp or lift

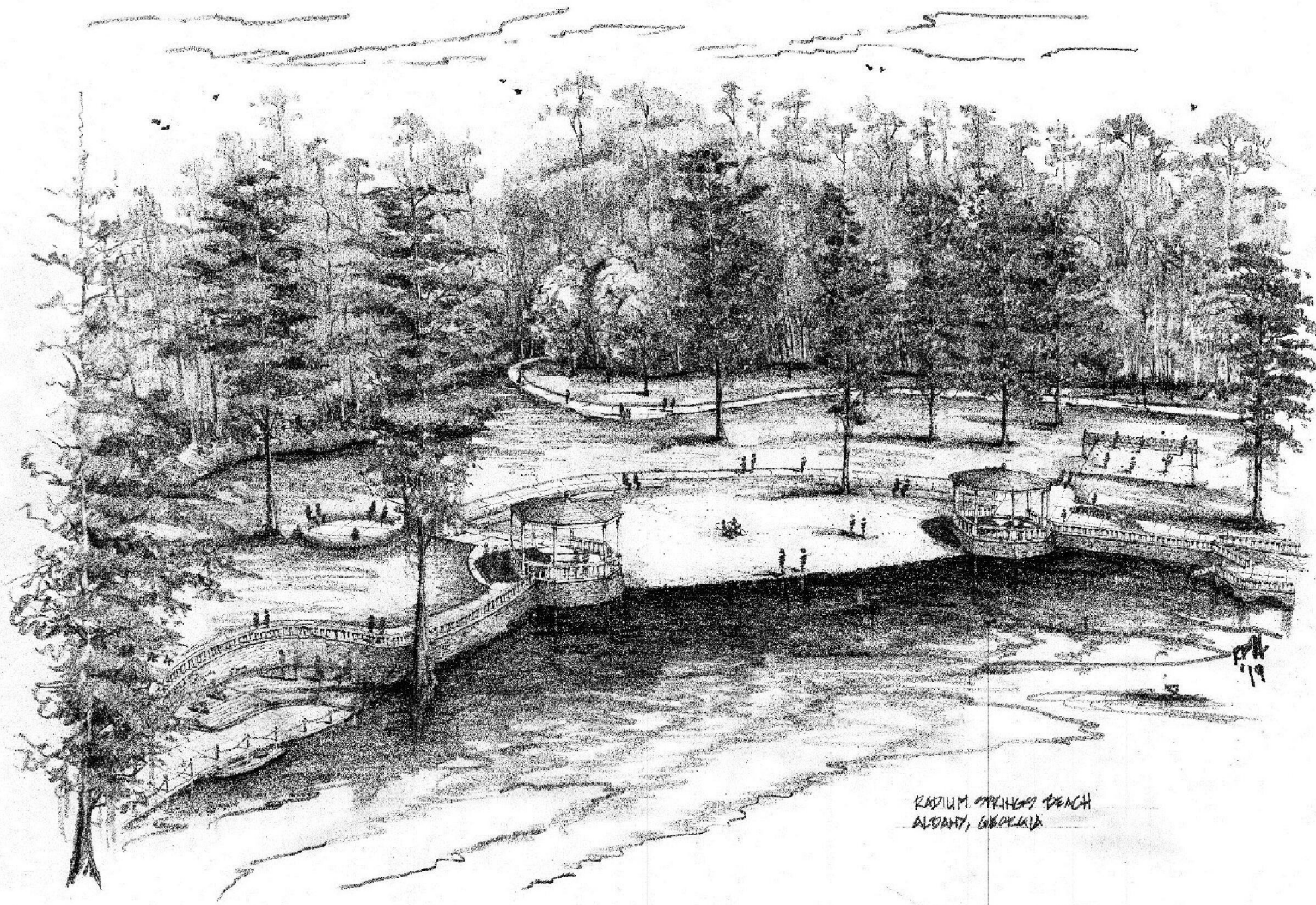
Install safety handrails





# Radium Springs Master Plan Update – Phase 1

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# Radium Springs Master Plan Update

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## Cost Estimate for Phase 1

• The Beach:	\$241,117
• The Boat Landing:	\$55,477
• The Waterfront Plaza:	\$50,440
• Food Truck Electrical:	\$13,000
• Phase 1 Sub-Total:	<b>\$360,034</b>
• Surveying and Engineering at 10%:	<u>\$36,000</u>
• Project Total:	<b>\$396,034</b>





Thank you

For more information:

**Ron Huffman, ASLA, AICP**

**Senior Principal**

**(770) 402-5354**

**[Ronald.huffman@woodplc.com](mailto:Ronald.huffman@woodplc.com)**

**woodplc.com**





# ACCG Civic Affairs Foundation

February 14, 2020

Ms. Dominique Hall  
222 Pine Avenue, Suite 340  
Albany, GA 31701

Dear Ms. Hall:

I am pleased to inform you that Dougherty County has been awarded a Georgia County Internship Program (GCIP) grant from the Association County Commissioners of Georgia Civic Affairs Foundation ("ACCG Civic Affairs Foundation") contingent upon the parties entering into the terms and conditions of the Georgia County Internship Program Grant Agreement (the "Agreement") that this grant award letter is incorporated hereto. A grant contract package is enclosed for you to complete and return. Upon proper completion of such as solely determined by the ACCG Civic Affairs Foundation, this grant is awarded for the 2020 summer program in the amount of **\$2,607.60** for the **CDGB Disaster Recovery** intern project to cover **one** internship. The grant provided must be used to fund costs associated with the intern's salary, FICA, and worker's compensation as specified in the Agreement.

Please contact Michele NeSmith at [mnesmith@accg.org](mailto:mnesmith@accg.org) or at 404-522-5022 if you need assistance with grant requirements or in publicizing the proposed internship position. While the ACCG Civic Affairs Foundation will post this position through their website and help to publicize it through other channels, it is the responsibility of the County to recruit, interview and hire the intern. In the event the County is unable to hire a summer intern for the project description provided, the grant award designated for this purpose will be rescinded in full.

Congratulations and thank you for participating in the GCIP 2020 grant program.

Sincerely,



Dave Wills  
Association County Commissioners of Georgia Civic Affairs Foundation Secretary-Treasurer

cc: Chairman Chris Cohilas  
Jawahn Ware  
Michael McCoy

**A RESOLUTION  
ENTITLED  
A RESOLUTION PROVIDING FOR THE APPROVAL AND EXECUTION OF A UTILITY RELOCATION  
AGREEMENT BETWEEN DOUGHERTY COUNTY, GEORGIA AND GEORGIA POWER COMPANY  
PROVIDING FOR POWER POLE RELOCATION WORK ON CAMELLIA ROAD IN RADIUM  
SPRINGS; REPEALING RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT HEREWITH;  
AND FOR OTHER PURPOSES.**

**WHEREAS**, the Board of Commissioners of Dougherty County, Georgia is desirous of approving and executing a Utility Relocation Agreement between Dougherty County, Georgia and Georgia Power Company providing for power pole relocation work on Camellia Road in Radium Springs.

**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 Utility Relocation Agreement between Dougherty County, Georgia and Georgia Power Company providing for power pole relocation work on Camellia Road in Radium Springs is hereby approved and the Chairman of the Board of Commissioners is hereby authorized to execute same. The County Administrator of Dougherty County is hereby authorized to execute any and all other documents necessary for full implementation of the Utility Relocation Agreement.

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

This the \_\_\_\_ day of March, 2020.

BOARD OF COMMISSIONERS OF  
DOUGHERTY COUNTY, GEORGIA

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

ATTEST:

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

## UTILITY RELOCATION AGREEMENT

PROJECT NAME: Camellia Rd. close to Radium Springs

PROJECT NUMBER: \_\_\_\_\_

GDOT PROJECT NUMBER: L7035

**THIS AGREEMENT** is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **DOUGHERTY COUNTY**, State of Georgia (hereinafter referred to as the "County"), and **GEORGIA POWER COMPANY** (hereinafter referred to as the "Company"). This Agreement may refer to either County or Company, or both, as a "Party" or "Parties."

### WITNESSETH:

**WHEREAS**, the County proposes under the above written Project to construct Camellia Rd. close to Radium Springs (hereinafter referred to as the "Project"); and

**WHEREAS**, due to the construction of the Project, it will become necessary for the Company to remove, relocate or make certain adjustments to the Company's existing facilities (such facilities, including but not limited to overhead and underground electric transmission, distribution and communication lines, towers, frames, poles, facilities, wires, transformers, service pedestals, apparatus, manholes, conduits, fixtures, appliances, cables, protective wires and devices all being hereinafter referred to collectively as the "Facilities" or individually as the "Facility"); and

**WHEREAS**, the Company, as hereinafter provided, may assert that it has certain property interests and rights and utilized such property interests and rights for the placement of its Facilities prior in time to County's acquisition of the road right(s)-of-way, all as involved in said Project; and

**NOW, THEREFORE**, in consideration of the promises and the mutual covenants of the Parties hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

### Section 1 THE WORK

#### 1.1 Company Facilities

Company, with its regular construction or maintenance crews and personnel, at its standard schedule of wages and working hours (as may be applicable from time to time during the term of this Agreement), and working in accordance with the terms of its agreements with such employees, will remove, relocate or make adjustments to its Facilities in accordance with the scope of work and Estimate (defined below) attached hereto as Exhibit "A" and incorporated herein by reference (the "Work"). Company shall make all technical decisions concerning the Work and may elect to contract any portion of the Work.

## 1.2 Road Right-of-Way

Prior to Company commencing the Work, County will provide written assurances to Company that it has acquired the necessary new road right-of-way (including information on the property rights acquired).

## 1.3 Traffic Control

Company shall make a reasonable effort to provide signing and other traffic control measures during the Work, in accordance with PART VI of the U. S. Department of Transportation Manual on Uniform Traffic Control Devices, current edition, all at the expense of the County.

## Section 2 COSTS AND PAYMENT

### 2.1 Compensable Property Interests.

Company shall perform the Work in accordance with the estimate attached hereto as Exhibit "A" and incorporated herein by reference (the "Total Estimate"). The total amount of the Total Estimate is TWENTY-TWO THOUSAND, SIX HUNDRED EIGHTY-SIX Dollars (\$22,686.00). The amount of the Total Estimate that corresponds to Company's claim that it has compensable property interests with respect to the Project (the "Reimbursement Claim") is TWENTY-TWO THOUSAND, SIX HUNDRED EIGHTY-SIX, otherwise reflected as **one hundred percent (100%)** of the Total Estimate. The Reimbursement Claim is limited to: (a) the costs of removing, relocating or adjusting those Facilities which are physically in place and in conflict with the proposed construction and/or maintenance; (b) where replacement is necessary, the costs of replacement in kind, and any improvements or betterments made necessary by the proposed construction and/or maintenance; and (c) the costs incurred in acquiring additional easements or private rights-of-way, including without limitation easements for lines, access, tree trimming, guy wires, anchors and other devices, appliances and other equipment, and any and all other such easements and property rights as may be reasonably necessary for the Company's installation, operation and maintenance of its Facilities (collectively, the "Relocation Costs").

The cost of any improvements or betterments that are not made necessary by the proposed construction or maintenance shall not be subject to the percentage split contemplated above. Such costs shall be paid as follows: (a) the costs of any improvements or betterments of a Facility being made solely at Company's option (and not being made necessary by the proposed construction and/or maintenance) shall be fully paid by Company; and (b) the costs of any improvements or betterments of a Facility being made solely at County's request (and not being made necessary by the proposed construction and/or maintenance) shall be fully paid by County.

Upon completion by Company of the Work and subject to determination of Company's Prior Rights Claim in accordance with Sections 3 and 4 below, County will pay Company a sum equal to the lesser of (a) TWENTY-TWO THOUSAND, SIX HUNDRED EIGHTY-SIX, otherwise reflected as **one hundred percent (100%)** of the Total Estimate and representing the aforementioned Reimbursement Claim, or (b) the corresponding percentage of actual Relocation Costs representing Company's compensable property interests with respect to the Project.

County will also pay Company for the costs of any improvements or betterments of a Facility being made solely at County's request and not being made necessary by the proposed construction and/or maintenance.

## **2.2 Progress Payments**

If Company chooses to submit invoices for progress payments, County will pay same within thirty (30) days from receipt of the invoice, subject to Verification (as defined below) thereof by the County. Upon completion of the Work, Company shall submit a final bill to County and County shall make a final payment within thirty (30) days from receipt of the final bill, subject to Verification thereof by the County.

## **2.3 Change in Scope**

In the event there is a change in the Project, including without limitation a change in scope, design, plans, service, property interests to be acquired, engineering or costs, due to either (a) events or circumstances beyond Company's reasonable control, or (b) County's request, the Parties will negotiate in good faith a mutually acceptable agreement or amendment to this Agreement, in writing, to address such change and any increase in costs above those set forth in the Estimate.

## **Section 3 DETERMINATION OF COMPENSABLE PROPERTY INTEREST**

3.1 If Company determines it has compensable property interests with respect to the Project, Company will submit a Reimbursement Claim. The Parties agree that they will in good faith share non-privileged information with each other related to the issue of prior rights for the Project. If County determines that Company's evidence is insufficient to make a determination as to Company's compensable property interests and the percentage of the Relocation Costs to be paid by Company based upon such compensable property interests, County will provide Company with a written basis for such insufficiency and request that Company provide additional information. County will make a determination as to any asserted Reimbursement Claim before the earlier of: (a) the date that is thirty (30) days after receipt of the Reimbursement Claim; and (b) the date on which Company needs to commence the Work in order to prevent a Project delay (the "Commencement Date").

3.2 In the event that a determination cannot reasonably be made prior to the Commencement Date, provided that County certifies in writing to Company that the Project is time-sensitive due to construction scheduling with the possibility of damages for delay, safety concerns, or critical funding deadlines, Company will commence the Work without a written determination having been made. In such case, the Party's rights, claims and defenses with regard to the issue of compensable property interests and prior rights will not be waived or affected in any manner. If County does not thereafter make a determination regarding the Reimbursement Claim within six (6) months from the date of County's receipt of same, the Reimbursement Claim will be deemed approved by County.

## **Section 4**      **DISPUTE RESOLUTION**

### **4.1**      **Disagreement**

If Company disagrees with County's determination with regard to the Reimbursement Claim and the Parties are unable to settle the issue through informal negotiations, then, at the request of either Party, the Parties agree to escalate the matter pursuant to Section 4.2 below.

### **4.2**      **Dispute Notice**

Except as otherwise set forth in this Agreement, any controversy or claim arising out of or relating to this Agreement, or the breach thereof, will be settled: (a) first, by good faith efforts to reach mutual agreement of the Parties; and (b) second, if mutual agreement is not reached within thirty (30) calendar days of a written request by a Party to resolve the controversy or claim (the "Dispute Notice"), each of the Parties will appoint a designated representative who has authority to settle the dispute (or who has authority to recommend to the governing body of such Party a settlement of the dispute) and who is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives will meet as often as they reasonably deem necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve such dispute. The specific format for such discussions will be left to the discretion of the designated representatives, provided, however, that all reasonable requests for relevant information made by one Party to the other Party will be honored if such information is reasonably available. If within sixty (60) days after issuance of a Dispute Notice (a) the Parties are unable to resolve issues related to the dispute, or (b) County fails to approve any tentative agreement reached, the Parties agree to participate in confidential, non-binding mediation pursuant to Section 4.3 below, it being understood, however, that nothing herein will diminish or relieve either Party of its rights or obligations under this Section 4.

### **4.3**      **Mediation**

If the Parties are unable to resolve a dispute through informal negotiations or pursuant to Section 4.2, the Parties agree to participate in confidential, non-binding mediation by an impartial, third party mediator mutually agreed upon by the Parties, at a mutually convenient location. The Parties agree that a potential mediator's experience in prior rights and real estate law will be relevant factors in selecting a mediator. In the event the Parties are unable to agree on a third party mediator within ninety (90) days of issuance of the Dispute Notice, each Party shall designate a mediation representative, and the two mediator representatives shall in good faith select a third party mediator. Each Party shall be responsible for its own attorneys' fees and expenses and for providing its own information and documentation applicable to the dispute to the mediator. All other agreed upon costs of the mediation will be apportioned equally to each Party. Any dispute not resolved by negotiation, escalation or mediation may then be submitted to a court of competent jurisdiction, and either Party may invoke any remedies at law or in equity. Nothing contained herein, however, will preclude the Parties from first seeking temporary injunctive or other equitable relief. The Parties agree that any statute of limitations, equity or other time-based periods shall be tolled as of and from the date of the Dispute Notice until a complaint, if any, is filed.

## **Section 5**      **VERIFICATION**

### **5.1**      **Material Discrepancy**

For purposes of this Section 5, "Verification" means that County has reasonably determined that there is a material discrepancy between Company's invoiced charges and County's calculation of charges owed, which invoiced charges are subject to a bona fide dispute; provided, however, County agrees to provide the Company with written notice, including supporting documentation, illustrating the basis for such bona fide dispute, within sixty (60) days of receipt of the invoice in dispute. Should County fail to provide such documentation within the specified time period, County must pay the disputed amount. County must pay any undisputed portion of the invoice total within thirty (30) days after its receipt of the invoice. County must pay any disputed portion of the invoice total within thirty (30) days of the date the dispute is resolved, to the extent the dispute is resolved in favor of Company.

### **5.2**      **Audit**

At any time within thirty-six (36) months after the date of final payment, County, at its sole expense, may audit the non-privileged cost records, support documentation and accounts of Company pertaining to this Project to solely assess the accuracy of the invoices submitted by Company and notify Company of any amount of any unallowable expenditure made in the final payment under this Agreement, or, if no unallowable expenditure is found, notify Company of that fact in writing. Any such audit will be conducted by representatives of County or, if applicable, the Georgia Department of Transportation or the Federal Highway Administration, after reasonable advance written notice to Company and during regular business hours at the offices of Company in a manner that does not unreasonably interfere with Company's business activities and subject to Company's reasonable security requirements. As a prerequisite to conducting such audit, County or, if applicable, the Georgia Department of Transportation or the Federal Highway Administration, will sign Company's Nondisclosure Agreement. Company may redact from its records provided to County information that is confidential and irrelevant to the purposes of the audit. Company will reasonably cooperate in any such audit, providing access to Company records that are reasonably necessary to enable County to test the accuracy of the invoices to which the audit pertains, provided that County or, if applicable, the Georgia Department of Transportation or the Federal Highway Administration, may only review, but not copy, such records. If Company agrees with the audit results and does not pay any such bill within ninety (90) days of receipt of the bill from County (based on the mutually agreed upon audit results), County may set off the amount of such bill against the amounts owed Company on any then-current contract between Company and County. If, following the audit, the Parties are unable to resolve any dispute concerning the results of the audit through informal negotiation, the provisions of Sections 4.2 and 4.3 will govern the resolution of the dispute. County may not perform an audit pursuant to this Agreement more frequently than once per calendar year and may not conduct audits twice within any six (6) months.

## **Section 6**      **COUNTY AS PARTY**

County acknowledges that this Agreement is "proprietary" in nature under applicable Georgia law, as permitted by O.C.G.A. § 36-60-13(j), and not "governmental" or "legislative,"

as prohibited by O.C.G.A. § 36-30-3(a). County further represents and warrants that this Agreement will comply with all applicable laws concerning County actions and approvals and execution of binding agreements. County covenants to undertake all actions necessary to bind County.

**Section 7**      **COMMENCEMENT AND TERMINATION CONDITIONS**

Company is not obligated to commence the Work until Parties agree on the removal, relocation and/or adjustment to Company's facilities required by the Project. If County fails to authorize commencement of the Work by August 18, 2021, Company will have no obligation to begin the Work and may terminate this Agreement without penalty by providing County with notice in writing. If County fails to sign and return this Agreement to Company by February 18, 2021, any offer made by Company pursuant to the Agreement is automatically revoked and the agreement is void and of no effect.

**Section 8**      **MISCELLANEOUS PROVISIONS**

Duplicate originals of this Agreement will be executed, each of which will be deemed an original but both of which together will constitute one and the same instrument. This Agreement may be modified only by an amendment executed in writing by a duly authorized representative for each Party. This Agreement contains the entire agreement of the Parties, and all prior oral agreements are superseded and integrated into this Agreement. This Agreement will be governed by and construed in accordance with the laws of the State of Georgia. This Agreement shall accrue to the benefit of and be binding upon the successors and assigns of the Parties. The Parties agree that this Agreement shall be deemed to have been executed in Georgia.

**[SIGNATURES ON THE FOLLOWING PAGE]**



IN WITNESS WHEREOF, the Parties have executed this Contract in four (4) counterparts, each of which shall be deemed an original in the year and day first above mentioned.

**ATTEST:**

**Dougherty County, GEORGIA**

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

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

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

**Chairman, Board of Commissioners**

**Witness:** \_\_\_\_\_

(SEAL)

**Notary:** \_\_\_\_\_

(SEAL)

**Approved as to Form by:**

\_\_\_\_\_  
**Dougherty County Department of  
Transportation**

Recorded on the Minutes of the County Commission at Minute Book \_\_\_\_, Page \_\_\_\_.

**ATTEST:**

**GEORGIA POWER COMPANY**

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

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

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

**Title:** Centralized Engineering Svcs Manager

**Witness:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Notary:** \_\_\_\_\_

(SEAL)

**[Give proper title of each person executing Agreement. Attach seal as required.]**

**A RESOLUTION  
ENTITLED  
A RESOLUTION PROVIDING FOR INVESTIGATION AND/OR INSPECTION BY THE PUBLIC OFFICER AS  
DESIGNATED UNDER DOUGHERTY COUNTY NUISANCE ABATEMENT RESOLUTION NUMBER 02-034  
AND/OR HIS OR HER DESIGNEE AND PROVIDING FOR THE ENFORCEMENT OF THE DOUGHERTY  
COUNTY NUISANCE ABATEMENT RESOLUTION RELATIVE TO CERTAIN REAL PROPERTY LOCATED IN THE  
UNINCORPORATED AREA OF DOUGHERTY COUNTY; REPEALING RESOLUTIONS OR PARTS OF  
RESOLUTIONS IN CONFLICT HERewith; AND FOR OTHER PURPOSES.**

**WHEREAS**, there exists in the unincorporated area of the County certain real property that is unfit for human habitation and not in compliance with applicable County codes and state laws and constitutes an endangerment to the public health and safety as a result of unsanitary and unsafe conditions; and

**WHEREAS**, the Board of Commissioners of Dougherty County, Georgia finds that it is necessary to utilize the Dougherty County Nuisance Abatement Resolution Number 02-034 to abate the nuisances as found in the unincorporated area of the County.

**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 Public Officer as designated in Dougherty County Nuisance Abatement Resolution Number 02-034 is hereby requested to make an investigation and inspection of the following property to determine if the above-described conditions exist under applicable codes: (1) 2902 Leary Road, Albany, Georgia 31721 (Lots 2 and 3, Rolling Acres Subdivision); (2) 2912 Leary Road, Albany, Georgia 31721 (Lots 7, Rolling Acres Subdivision); (3) 2914 Leary Road, Albany, Georgia 31721 (Lot 8, Rolling Acres Subdivision) and (4) 2916 Leary Road, Albany, Georgia 31721 (Lot 9, Rolling Acres Subdivision).

**SECTION II** The Public Officer as designated under Dougherty County Nuisance Abatement Resolution Number 02-034 is hereby requested to have filed in a court of competent jurisdiction a Complaint In Rem against the above-stated lots, tracts or parcels of real property found to be in violation of said Resolution.

**SECTION III** The County Attorney is hereby directed to take appropriate action on behalf of Dougherty County relative to the above-stated properties to abate any nuisance found to be in violation of Dougherty County Nuisance Abatement Resolution Number 02-034.

**SECTION IV** The County Attorney, Public Officer and County Administrator are hereby authorized to expend funds necessary to have the violations abated, including demolition costs.

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

This the \_\_\_\_\_ day of March, 2020.

BOARD OF COMMISSIONERS OF  
DOUGHERTY COUNTY, GEORGIA

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

ATTEST:

\_\_\_\_\_