



## WORK SESSION

November 08, 2021  
10:00 AM web version

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

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### AGENDA

To comply with the request set forth by the Chairman of Dougherty County, GA and the guidelines of the Center for Disease Control (CDC) regarding the Coronavirus (COVID19) pandemic and social distancing, face coverings (masks) are required for all meeting participants.

The public will also have access to the live meeting by accessing the Dougherty County Georgia Government Facebook page at [facebook.com/Dougherty.ga.us](https://facebook.com/Dougherty.ga.us) or viewing the public government access channel (Channel 16).

1. Call the meeting to order by Chairman Christopher Cohilas.
2. Roll Call.
3. Minutes.
  - a. Minutes of the October 18th Regular Meeting and October 25th Work Session.
4. Delegations (*The Commission will hear comments on those items pertaining to Dougherty County for which a public hearing has not been held or scheduled. Please be brief, to the point, and considerate of time for others.*)
  - a. William Wright, dba Afram-Tech, Inc. present to provide guidance on SPLOST implementation.
  - b. Consultant Ed Wall present to provide an update regarding the millage rate, property taxes and tax digest.
5. Purchases.
  - a. Recommendation to approve the proposal for Dougherty County's Property/Casualty Insurance & Risk Management Services Broker from the most responsive vendor Alliant (Charlotte, NC) at an annualized fee of \$69,750. Two brokers were selected as finalists. Assistant County Administrator Scott Addison and Principal Consultant Jim Britt will address. PAG Committee Members, City of Albany Buyer Joshua Williams, Chief Jailer John Ostrander and HR Specialist II Tewonda Daniels are present.

6. Additional Business.

- a. Recommendation to approve the proposed Alcoholic Beverage License renewals for Calendar Year 2022. Chief Anthony Donaldson, Business and License Support Department is present to address.
- b. Recommendation to accept the Right Of Way Maintenance Agreement between the Georgia Department of Transportation (GDOT) and Dougherty County, Georgia relative to the roundabout landscaping maintenance for SR 133 at CR 234/Lovers Lane Road. The County will be responsible for maintaining the landscaping that will be installed during construction in the center of and around the roundabout. GDOT will be responsible for the installation of the landscape items. County Engineer Jeremy Brown and GDOT Project Manager Jonathan Dechko are present.
- c. Review of three Stormwater Facility Maintenance Agreements between Pratt Properties, Inc, Robert K. Taylor and Boyd EA, LLC and Dougherty County, Georgia. Jeremy Brown, County Engineer and Bradd Little, Engineering Specialist will address.
- d. Continued discussion of the proposed ARPA Project Spending Plan. County Administrator Michael McCoy and CORE Group of GA Consultant Latoya Cutts will address.
- e. Recommendation to review both a proposed Settlement Letter from the law firm of Blasingame, Burch, Garrard & Ashley, P.C. and a proposed Resolution relative to Dougherty County's previously filed Opiate litigation against certain manufacturers and distributors of prescription Opioids. County Attorney Spencer Lee will address.

7. Board Appointments.

- a. County Clerk Jawahn Ware will address. Pages for each board are indicated below.

**Joint Board of Adjustments & Appeals** – Three (3) appointments: two (2) joint appointments with a three-year term ending on October 1, 2024, and one (1) joint appointment with an unexpired three-year term ending October 1, 2022. Incumbents Stephen Dew and Ronald Smith desire reappointment. No new applicants. Will re-advertise for one vacancy. All joint appointments must be ratified by the City of Albany. See board packet page #1.

**Air Conditioning, Heating, & Ventilation Board** – Four (4) appointments: one (1) County, two (2) joint, and one (1) rotational, all with a one-year term ending December 31, 2022. Incumbents Thomas Driggers (joint), Clint Newsome (joint) and Clifford Tolbert (rotational) desire reappointment. No new applicants. Will re-advertise for one vacancy. All joint appointments must be ratified by the City of Albany. See board packet page #5.

**Dougherty County Development Authority** – Five (5) appointments: four (4) with a four-year term ending December 31, 2025, and one (1) appointment with a four-year unexpired term ending December 31, 2023. Incumbents Peter Akinnubi and Charles “Bruce” Capps desire reappointment. Incumbents Winifred Benson and J.C. Odom, Jr do not desire reappointment. Incumbent Frank Williamson resigned from the board. Two new applicants: Felicia Brown and Demetrius Love. Will re-advertise for one vacancy. See board packet page #13.

**Electrical Board** – Five (5) appointments: one (1) County appointment for a Master Electrician, two (2) joint appointments for an Electrical Supplier, one (1) joint appointment for a Professional Engineer and one (1) appointment for a joint citizen member, all with a one-year term ending December 31, 2022. Incumbent Sanford Hillsman (joint citizen member) desires reappointment. (One County appointment for a Master Electrician and three appointments for joint Electrical Suppliers). No new applicants. Will re-advertise for four vacancies. All joint appointments must be ratified by the City of Albany. See board packet page #23.

**Flood Plain Management Review Board** – Three (3) County appointments with a three-year term ending December 31, 2024. Incumbent Tod Lanier desires reappointment. There was no response from incumbent Marveyln Boyette. No new applicants. Will re-advertise for two vacancies. See board packet page #27.

**Gas Board** – Three (3) appointments: one (1) County, one (1) joint and one (1) rotational with a one-year term ending December 31, 2022. Incumbents Sanford Hillsman (county) and Rhett Parker (joint) desire reappointment. No new applicants. Will re-advertise for one vacancy. All joint appointments must be ratified by the City of Albany. See board packet page #31.

**Dougherty County Health Department**- Two (2) appointments with a six-year term ending December 31, 2027, one appointment is the Chairman’s designee (appointee must be a Commissioner). Incumbents Commissioner Russell Gray (Chairman designee) and Wilbert Moore desire reappointment. Two new applicants: Felicia Brown and Dr. Tamara Davis. See board packet page #37.

**Keep Albany-Dougherty Beautiful** – Two (2) appointments with a three-year term ending December 31, 2024. Incumbent Robert Metts desires reappointment. Incumbent Virginia Johnson does not desire reappointment. KADB recommends reappointment of Mr. Metts and recommends Bryant Harden to replace Virginia Johnson. See board packet page #51.

**Library Board** – (2) appointments with a three-year term ending December 31, 2024, one appointment must be a Commissioner. Incumbents Dr. James Hill and Commissioner Anthony Jones desire reappointment. One new applicant: Felicia Brown. See board packet page #57.

**Department of Behavioral Health & Development Disabilities Regional 4** – (2) appointments with a three-year term ending December 31, 2024. Incumbents Gail Davenport and Debra Richardson desire reappointment. No new applicants. See board packet page #63.

**Payroll Development Authority** – One (1) appointment with a three-year term ending December 31, 2024. Incumbent James Griffin is deceased. One new applicant: Felicia Brown. See board packet page #67.

**Planning Commission** - Two (2) appointments with a three-year term ending December 31, 2024. Incumbents William Geer and Sanford Hillsman desire reappointment. One new applicant: Demetrius Love. See board packet page #71.

**Plumbing Board** - Three (3) appointments with a one-year term ending December 31, 2022. Two (2) County appointments must be a Master Plumber and one (1) appointment represents a citizen member. Incumbents Lee Eppley (County, Master Plumber), Glenn Tyler Harris (Citizen Member) and Rhett Parker (County Master Plumber) desire reappointment. No new applicants. See board packet page #79.

**Retirement Fund Committee** – Two (2) appointments with a four-year term ending December 31, 2025, both must be a citizen appointee. Incumbent William Cooling desire reappointment. No new applicants. Will re-advertise for one vacancy. **Commission Chairman makes all appointments.** See board packet page #87.

**Southwest Georgia Community Action Council** - One (1) appointment with a one-year term ending December 31, 2022. Incumbent Glenn Tyler Harris desires reappointment. No new applicants: See board packet page #91.

**Southwest Georgia Housing Task Force** - One (1) appointment with a one-year term ending December 31, 2022. Incumbent Sonya Johnson desires reappointment. No new applicants. See board packet page #95.

**Southwest Georgia Regional Commission** - Three (3) appointments: one (1) County, one (1) Chairman designee (appointee must be a Commissioner) and one (1) joint with a one-year term ending December 31, 2022. Incumbents Raymond Breaux (County) , Anthony Jones (Chairman designee) and Casawn Lhuillier- Yheyeis (Joint). desire reappointment. No new applicants. The Chairman will appoint his designee. See board packet page #99.

**Stadium Authority** - One (1) appointment with a four-year term ending December 31, 2025. Incumbent Chuck Roberts desires reappointment. One new applicant: Dr. Tamara Davis. See board packet page #105.

**Tax Assessors Board** - Two (2) appointments with three-year term ending December 31, 2024. Incumbents George Anderson and Wayne Shaw desire reappointment. No new applicants: See board packet page #117.

8. Updates from the County Administrator.
9. Updates from the County Attorney.
10. Updates from the County Commission.
11. 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  
REGULAR MEETING MINUTES

DRAFT

October 18, 2021

The Dougherty County Commission met in Room 100 of the Albany-Dougherty Government Center on October 18, 2021. Chairman Christopher Cohilas presided and called the meeting to order at 10 a.m. Commissioners present were Victor Edwards, Gloria Gaines, Russell Gray, Clinton Johnson, Anthony Jones and Ed Newsome. Also present were County Administrator Michael McCoy, Assistant County Administrator Scott Addison, County Attorney Spencer Lee, County Clerk Jawahn Ware, and other staff. The public and representatives of the media participated in person and via live streaming of the meeting on the County's Facebook page and the government public access channel.

The Chairman noted a change to the previously published agenda where items pertaining to the Food Bank were removed and he asked County Administrator McCoy for an update on the recent incentive-based COVID event. There were 875 individuals vaccinated and there were over 60 volunteers. The Chairman recognized Commissioners Gaines and Jones for attending both events. Community partners in attendance were recognized as well. Commissioner Jones asked that there be another event held on November 6<sup>th</sup> to be proactive for the holidays. Mr. McCoy confirmed that hosting another event is financially feasible and Chairman Cohilas provided consent to proceed.

The Chairman opened the public hearing for Lanier Engineering, Inc. (21-056) request to rezone 1.45 acres from C-5 (Office-Institutional-Residential District) to C-3 (Commercial District). The property is located 2507 Fleming Road. The property owner is the Base Side Storage, LLC; the applicant is Lanier Engineering, Inc. (District 6). The Planning Commission recommended approval. Angel Gray, Planning Manager addressed. There being no additional comments regarding the proposed matter, the Chairman closed the public hearing.

The Chairman opened the public hearing for Lanier Engineering, Inc. (21-057) request for special approval to allow the special use of self-storage (Mini Warehouses) in a C-3 (Commercial District). The property is located at 2507 Fleming Road. The property owner is Base Side Storage, LLC; the applicant is Lanier Engineering, Inc. (District 6). The Planning Commission recommended approval. Angel Gray, Planning Manager, addressed. There being no additional comments regarding the proposed matter, the Chairman closed the public hearing.

The Chairman called for consideration of the resolution providing for the assessment and collection of an annual ad valorem tax to provide funds for the payment of the principal and interest on Dougherty County School District General Obligation Sales Tax Series 2021 Bond in the amount of \$28,565,000.

Commissioner Jones moved for approval. Upon a second by Commissioner Johnson, the motion for approval passed unanimously. Resolution 21-054 is entitled:

A RESOLUTION OF THE DOUGHERTY COUNTY BOARD OF  
COMMISSIONERS PROVIDING FOR THE ASSESSMENT AND  
COLLECTION OF AN ANNUAL AD VALOREM TAX TO  
PROVIDE FUNDS FOR THE PAYMENT OF THE PRINCIPAL OF  
AND INTEREST ON \$28,565,000 IN AGGREGATE PRINCIPAL  
AMOUNT OF DOUGHERTY COUNTY SCHOOL DISTRICT  
GENERAL OBLIGATION SALES TAX BONDS, SERIES 2021.

The Chairman called for consideration to approve the alcohol application from Moree's Grocery & Liquor, Inc, Bettye J. Amburn licensee, dba County Line Liquor, at 4030 Moultrie Road for Package- Liquor, Beer and Wine. The Albany-Dougherty Marshal's Office recommended approval.

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

The Chairman called for consideration to accept the Hazard Mitigation Grant Program (HMGP) Project 4297-0008-R Albany-Dougherty County Acquisition Project - Phase I Award in the amount of \$3,327,308.48. Director of Disaster Recovery & Grant Programs Georgia Collier-Bolling and GEMA Risk Reduction Specialist, Hazard Mitigation Monique McBride were present to address any additional concerns of the Board in emergency situations.

Commissioner Jones moved for approval. Commissioner Johnson seconded the motion. Under discussion, Commissioner Johnson asked if there is an opportunity for the Albany/ Dougherty Land Bank to participate. Planning and Development Director Paul Forgey said that they plan to make it an opportunity. There being no further discussion, the motion for approval passed unanimously.

The Chairman called for consideration to accept the federal procurement guidance under the Uniform Administrative Requirements at 2 CFR 200.318 through 2 CFR 200.327, General Procurement Standards for federally funded projects, and the federal GSA scheduled rates for travel, retroactive back to January 1, 2017 for the Disaster Recovery & Grant Programs.

Commissioner Gray moved for approval. Commissioner Newsome seconded the motion. Under discussion, Commissioner Johnson asked the reasoning on the request to be

retroactive and Mr. McCoy shared because we are asking for reimbursement funds for the storms. He added that this keeps us in alignment with the County's submitted requests based on these standards. Lastly, he informed the Board that this is administrative housekeeping. There being no further discussion, the motion for approval passed unanimously.

The Chairman called for consideration of the resolution declaring the listed vehicles and equipment as surplus and authorizing the disposal of or sale of same via an online auction.

Commissioner Johnson moved for approval. Upon a second by Commissioner Edwards, the motion for approval passed unanimously. Resolution 21-055 is entitled:

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

The Chairman called for consideration to approve the State of Georgia Fiscal Recovery/ARP Broadband Infrastructure Improvements Grant. The total project amount is \$15,588,140 with the County's match being \$1,001,346. Funding will be provided by the American Rescue Plan. The application deadline is at the end of the month. Project Engineer Jeremy Brown addressed. Mr. Brown said that this was based upon a Commissioner's request to look at broadband in the unincorporated area of the County. The project will reach about 90% of the underserved and unserved areas of the County.

Commissioner Jones moved for approval. Commissioner Johnson seconded the motion. Under discussion, Commissioner Johnson asked for an overview of the project. Chairman Cohilas asked that GIS provide a map of the number of households that will be impacted in the service areas throughout the progression of the project. Commissioner Jones wanted to confirm that AT&T is not the sole exclusive vendor. Mr. McCoy provided additional clarification on the project and shared the future requests that will be presented to the Board for approval. He also stated that this is the best process and practice because every county has to partner with a provider and our provider is AT&T. Our proposal is very attractive because there is a vendor and local match. Chairman Cohilas confirmed that this application is not guaranteed because it is competitive. However, the Chairman asked that the grant application also emphasize the impact on the Marine Base. Mr. McCoy shared that this is most counties' first real option to get broadband in the unincorporated areas. There being no further discussion, the motion for approval passed unanimously.

The Chairman called for consideration of the resolution providing for the approval and execution of a Memorandum of Understanding between Dougherty County, Georgia and AT&T Georgia (AT&T) for the purpose of having AT&T design, construct and deploy a

one hundred percent (100%) fiber optic wireline network in the unincorporated area of Dougherty County, Georgia. Project Engineer Jeremy Brown addressed. AT&T Regional Director-External Affairs Gary Sanchez and AT&T Director - External Affairs Brandon Hartley were present.

Commissioner Johnson moved for approval. Upon a second by Commissioner Edwards, the motion for approval passed unanimously. Resolution 21-056 is entitled:

A RESOLUTION  
ENTITLED  
A RESOLUTION PROVIDING FOR THE APPROVAL AND  
EXECUTION OF A MEMORANDUM OF UNDERSTANDING  
BETWEEN DOUGHERTY COUNTY, GEORGIA AND AT&T  
GEORGIA (AT&T) FOR THE PURPOSE OF HAVING AT&T  
DESIGN, CONSTRUCT AND DEPLOY A ONE HUNDRED  
PERCENT (100%) FIBER OPTIC WIRELINE NETWORK IN THE  
UNINCORPORATED AREA OF DOUGHERTY COUNTY,  
GEORGIA; REPEALING RESOLUTIONS OR PARTS OF  
RESOLUTIONS IN CONFLICT HEREWITH; AND FOR OTHER  
PURPOSES.

The Chairman called for consideration of the resolution providing for the approval and execution of a temporary grading and slope easement agreement between Dougherty County, Georgia and Aldi Inc. (Georgia) on property owned by Dougherty County described as Liberty Expressway holding pond. County Attorney Spencer Lee and Project Engineer Jeremy Brown addressed. Mr. Brown said that this development of retail is by Buffalo Wild Wings.

Commissioner Gray moved for approval. Upon a second by Commissioner Edwards, the motion for approval passed unanimously. Resolution 21-057 is entitled:

A RESOLUTION  
ENTITLED  
A RESOLUTION PROVIDING FOR THE APPROVAL  
AND EXECUTION OF A TEMPORARY GRADING AND  
SLOPE EASEMENT AGREEMENT BETWEEN  
DOUGHERTY COUNTY, GEORGIA AND ALDI INC.  
(GEORGIA) ON PROPERTY OWNED BY DOUGHERTY  
COUNTY DESCRIBED AS LIBERTY EXPRESSWAY  
HOLDING POND; REPEALING RESOLUTIONS OR  
PARTS OF RESOLUTIONS IN CONFLICT HEREWITH;  
AND FOR OTHER PURPOSES.

The Chairman called for consideration of the recommendation to approve the Putney Park Grant Application. The County previously submitted an application for a DNR grant for improvements to the Park, but it was not accepted. The scope of the project has been revised for resubmission. The total project amount is \$432,000 with the County's match being \$232,000. Funding will be provided by TSPLOST. The deadline for application is November 1, 2021. Project Engineer Jeremy Brown addressed.

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

The Chairman called for consideration of the resolution providing for the approval and adoption of the five-year Comprehensive Plan Update and Community Work Program. The plan must be adopted no later than October 31, 2021 by the County to maintain its status as a Qualified Local Government. Planning and Development Director Paul Forgey addressed. Senior Planner,Carolynn L. Segers was present. Mr. Forgey shared that this plan included the addition of a broadband component that Mr. McCoy previously mentioned.

Commissioner Johnson moved for approval. Upon a second by Commissioner Gray, the motion for approval passed unanimously. Resolution 21-058 is entitled:

A RESOLUTION FOR THE 2021 FIVE-YEAR UPDATE OF THE  
2026 ALBANY –DOUGHERTY COMPREHENSIVE PLAN.

The Chairman called for the zoning consideration of Lanier Engineering, Inc. (21-056) request to rezone 1.45 acres from C-5 (Office-Institutional-Residential District) to C-3 (Commercial District). The property is located 2507 Fleming Road. The property owner is the Base Side Storage, LLC; the applicant is Lanier Engineering, Inc. (District 6). The Planning Commission recommended approval.

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

The Chairman called for the zoning consideration of the special approval request of Lanier Engineering, Inc. (21-057) to allow the special use of self-storage (Mini Warehouses) in a C-3 (Commercial District). The property is located at 2507 Fleming Road. The property owner is Base Side Storage, LLC; the applicant is Lanier Engineering, Inc. (District 6). The Planning Commission recommended approval.

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

Attorney Lee provided a redistricting update and said that each district except for District 1 has lost people which equates to 9.3% or over 8,000 people lost. He added that the county is malapportionment and will have to redistrict to get as close as possible to 14,300 people per

district. There were suggestions given and the preferred option is to proceed as we had the last 10 years and that was to appoint a redistricting committee to work with the Dougherty County School System. This is also the request that the Dougherty County School System Board Chair Dean Phinazee is in favor of. Lastly, Commissioners Gaines and Jones commended Mr. McCoy and his staff for a great vaccination event.

There being no further business to come before the Commission, the meeting adjourned at 11:10 a.m.

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CHAIRMAN

ATTEST:

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COUNTY CLERK

DOUGHERTY COUNTY COMMISSION  
WORK SESSION MEETING MINUTES

DRAFT

October 25, 2021

The Dougherty County Commission met in Room 100 of the Albany-Dougherty Government Center on October 25, 2021. Chairman Christopher Cohilas presided and called the meeting to order at 10:00 am. Commissioners present were Victor Edwards, Gloria Gaines, Russell Gray, Clinton Johnson, Anthony Jones, and Ed Newsome. Also present were County Administrator Michael McCoy, Assistant County Administrator Scott Addison, County Clerk Jawahn Ware, and other staff. The public and representatives of the media participated in person, via live streaming of the meeting on the County's Facebook page and the government public access channel. County Attorney Spencer Lee was absent.

The Chairman asked the Commission to review the minutes of the October 4th Regular Meeting and October 11th Work Session Meeting.

The Chairman recognized Dougherty County Board of Registration and Elections Chairman Bishop Frederick Williams to request assistance with funding to utilize the Albany Civic Center for the 2022 election year for advance voting. Bishop Williams shared that the base rent to use the civic center for thirteen days for early voting in 2020 was \$2,000 per day. The total expenses plus rent were \$34,895.25 but the use of the building was very advantageous. He is seeking assistance for the 2022 primary and general elections for 17 days. He added that he will also ask the City of Albany for help. Comments and concerns from the Commission were addressed. Commissioner Gaines asked Mr. McCoy to seek funding from either grants or the American Rescue Plan (ARP). Commissioner Gray was concerned about the increasing costs and not using the Candy Room for free. Chairman Cohilas asked staff to vet and provide a recommendation and date for action. Mr. McCoy shared that the last grant that was used is no longer available and ideally the City of Albany would agree to pay 50%.

The Chairman recognized Paul Forgey, Director, Planning & Development Services to update the Commission on the State of Georgia's Tiny Home Zoning Regulation. Mr. Forgey shared that tiny homes are not intended to be used as a permanent residence. The building code definition describes a tiny home as 400 square feet or less and up to 12 feet wide by 36 long. These are more appropriately used for the technical term of "factory built homes" and can be used in most building codes. Some areas are creating Tiny Home Development for RV parks, small complexes and special populations. Mr. Forgey's recommendation is for the Board of Commissioners to ask the Planning Commission to develop the suggested amendment to the zoning ordinance for the regulation of "tiny homes" within the unincorporated county. The other option is to adopt the state's uniform code. The Board was in consensus to forward the suggestion to the Planning Commission and Mr. Forgey shared that the earliest a follow-up could be provided would be in January 2022.

The Chairman called for a discussion of the recommendation to purchase ten stainless steel toilet/sink combination units for the Jail from the single source vendor, Engineering & Equipment

Company (Albany, GA) in the amount of \$26,950. This vendor has provided the toilet/sink combination units for the Jail for over five years. Funding is budgeted in SPLOST VII – Jail Equipment. Assistant County Administrator Scott Addison addressed. Chief Jailer John Ostrander was present. Chief Ostrander answered Commissioner Edwards’ questions and stated that this is a sole source vendor.

The Chairman called for a discussion of the recommendation to accept the conceptual construction and project cost estimates for a Stand Alone Coroner's Office and Facility (Morgue) in the amount of \$1,255,460. Funding is available in SPLOST VII. Assistant County Administrator Scott Addison, Coroner Michael Fowler and Architect David Maschke addressed. Mr. Addison said that this will be a standard facility that will function daily for the coroner's office space. Mr. Maschke provided additional insight on the construction and Coroner Fowler agreed with the concept. Mr. McCoy responded by saying the increase of the cost is due to COVID, availability of materials, reduced labor pool and rising material costs. Mr. Maschke shared that the estimate is based on today’s market and included the cost for furniture, etc. The majority of the Board was not in favor of the plan and would like other options. Commissioner Newsome stressed that the Coroner is \$800,000 over budget. After a lengthy discussion, the Chairman asked that this item come back to another work session to discuss other options and funding opportunities to include the possibility of seeking grants after it had been analyzed by staff. The Coroner stated that he is here to serve the Commission and the community but reminded the Board that the current morgue is shared with Phoebe and they have inquired when Dougherty County will vacate the premises.

The Chairman called for a discussion of the recommendation to accept the proposal for a comprehensive classification and compensation study for Dougherty County Human Resources from Management Advisory Group of Spartanburg, SC in the amount of \$39,700. Four firms submitted proposals with the recommended vendor being selected as the lowest responsive and responsible proposer. Funding is budgeted in the General Fund. HR Director Dominique Hall addressed. City of Albany Buyer Joshua Williams was present. Ms. Hall confirmed that this is a full study and responses should be provided between March/April 2022. Commissioner Edwards stated that he would like for a Commissioner preferably one that is on the Finance Committee to be involved in this process.

The Chairman called for a discussion of the recommendation to accept the proposal to provide Professional Services for an archeological study to construct a multi-use trail for Dougherty County from Southern Research, (Pine Mountain, GA) in the amount of \$28,284. Four firms submitted proposals with the recommended vendor being selected as the lowest responsive and responsible proposer. Funding will be provided by the Special Services District with reimbursement provided by the EDA CARES Act for the development of trails at Radium Springs. County Administrator Michael McCoy addressed. Director of Disaster Recovery & Grant Programs Georgia Collier-Bolling and City of Albany Buyer Kimberly Allen were present.

The Chairman called for a discussion of the 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 a discussion of the recommendation to review and discuss the Quit Claim Deed from the Albany Dougherty Land Bank to Dougherty County, GA to transfer property located in Radium Springs for the purpose of providing recreational opportunities. Public Works Director Chuck Mathis addressed. Mr. Mathis stated that the location will be in Putney, Ga.

The Chairman called for a discussion of the recommendation to discuss a countywide debris collection program. Assistant County Administrator Scott Addison addressed. Mr. Addison said that we were asked to look at debris collection and knuckle boom trucks. The cost of the trucks start at \$160,000. There were several options presented it was shared that Public Works and Solid Waste currently do not have staff to operate the program. Mr. Addison added that if the County does decide to proceed, it was suggested that a consultant be hired and there be a stand-alone department that operates as an enterprise fund. An escalated discussion occurred and Mr. McCoy clarified that the staff is asking the board for direction. Chairman Cohilas shared that this item will be held for a later discussion.

The Chairman called for a discussion of the recommendation to discuss the proposed ARP spending plan. County Administrator Michael McCoy and CORE Group of GA, Consultant, Latoya Cutts addressed. Mr. McCoy said that three fiscal years of the proposed spending plan will be provided but he asked that FY 22 be the main focus. He added that this is a fluid document because of the rules and guidelines that have not been approved. Mrs. Cutts conducted a presentation and both she and Mr. McCoy answered questions of the board. Chairman Cohilas said this warrants future discussions and would like other conceptual plans to explore more of the Commissions' desires.

Mr. McCoy provided an update on the dropbox locations for elections. Commissioner Gaines asked for the next vaccination event to try to offer moderna vaccines. She added that she would like to work with the County Administrator on aesthetic quality and what our buildings looks like. Commissioner Johnson asked some economic development questions and inquired about funding for the 3rd vaccination event in which Commissioner Edwards asked similar questions.

There being no further business to come before the Commission, the meeting adjourned at 12:53 p.m.

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CHAIRMAN

ATTEST:

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COUNTY CLERK

# AFRAM Tech, Inc.

*Information and knowledge is power and money!*

## November 8, 2021 **CFR49-26 Workshop** **for DBE's**

Mr. Chris Cohilas, Chairman  
Dougherty County Commission  
Board of Commissioners  
Mr. Michael McCoy, Administrator  
P O Box 1827  
Albany, GA 31702-1827

RE: SPLOST VII and the issue of the DCC Morgue.  
Need for A SPLOST Oversight Committee Any Proposed SPLOST  
I, must have a SPLOST Oversight Committee. .50% of the projects  
to be directed toward Black-African-American Community  
(O's), businesses, and A SPLOST Oversight Committee

This request is to review the information that was discussed during the conduct of your 11-01-2021 meeting in which you discussed a gross misdirection on the notion of a gross underestimate on the part of a morgue. FYI, please review the information from the SPLOST schedule of events that were to be placed on the ballot for referendum by the public.

FYI, this ballot was perhaps 98%; SPLOST VII  
located and place on the ballot without any meaningful public inspection and/or participation. Such was done perhaps because of an oversight or more likely than not because the largely Black African American community is all too often taken for granted.

Obviously, the commission should know you should be dealing with the issue of the staff "cluelessness about the costs involved in such construction. As a more practical matter the staff brought the same back to be added to the list predicated upon the built-in delimiters of the allocation allowed the DCC of slightly greater than 1/3 (One-third) or .34%.

Of course, the same is presented to the DCC who voted on a paradigm of average priorities of the collective DCC (again this is weighted along the delimiter of .34% of the maximum amount to be placed on the SPLOST ballot. in a limited sense by consensus or ratifying by "holding up a symbol of add to the listing until the previously limit switch that can be added without exceeding the 1/3 or .34% that the DCC is allowed.

Stated another way, there is a rationing process up until the .34 % is met and any project that would exceed that present and agreed upon by and between the City of Albany with 2/3 or .68% of the combined list for placement on the ballot keep in mind that the City of Albany was not allowed until SPLOST V to handle its on listing as well as proceed of the same.

Consequently, SPLOST, MOST, ESPLOST over the course of the past 36 years have collected close to \$ 1 billion dollars. However, in

the advent of community projects, there has not been such a project for the African American Community to be so designated. Furthermore, SPLOST was never intended to be a "golden egg," as a substitute for your Capital Improvement Program.

Nor has the SLOST allowed local governments to use SPLOST as a surrogate for General Funds Revenue/Expense. However, this is what the City of Albany, Dougherty County Commission, and the Dougherty County School System (BoE) have practice with this \$ billion dollars, a large percentage of course has been a waste.

Therefore, we need to be mindful of the fact that the last T-SPLOST only benefitted Anglo-Saxon business firms. T-SPLOST passed by a slight margin of some 165 votes. Therefore, should there +be a proposed SPLOST VIII without .50% of the projects be directed toward Black or African American owned firms, community Based Organizations (CBO's) not for profits, we will advocate such destruction because all the contracts go to business firms that are foreign to Albany-Dougherty County (approximately .50%) and no MBE/DBE office.

The proposed SPLOST VIII and or any other SPLOST must be about Diversity, Equity, and inclusion. Over the course of the past 36 years the only community organizations have been and continue to be

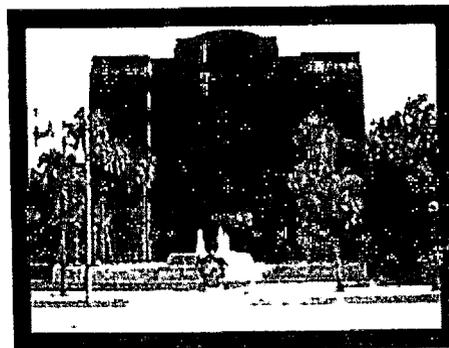
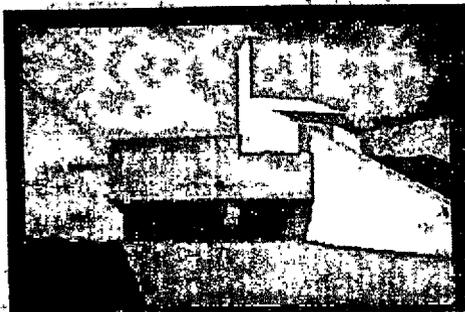
Anglo-Saxon dominated with the Black or African American service in some menial capacity if included at all.

---

William Wright,  
President/CEO



# Recommended Projects

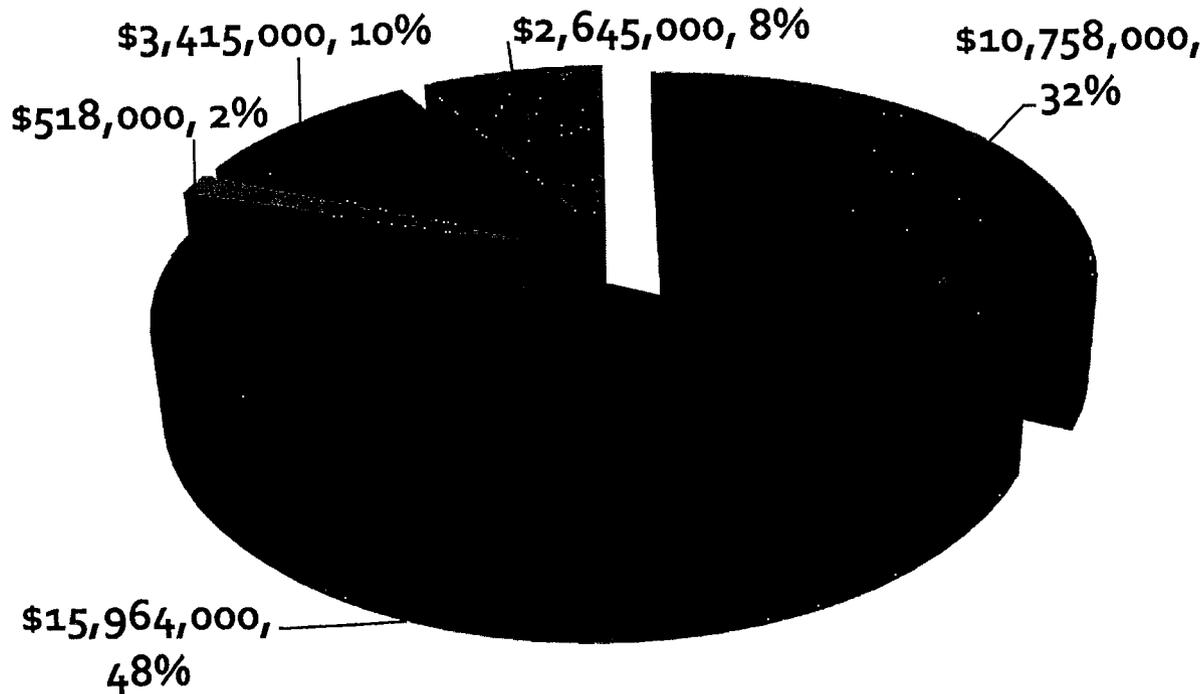




# Dougherty County's SPLOST VII Anticipated Revenue

## \$33,300,000

### Proposed Distribution



- Public Safety
- Infrastructure
- IT
- Education & Health
- Recreation

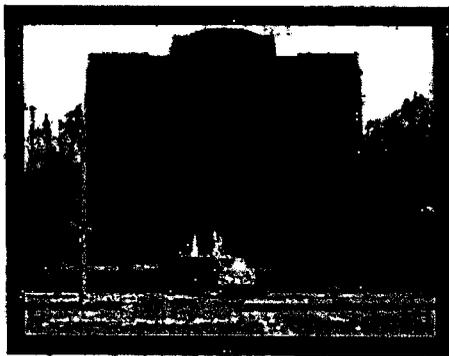


# Infrastructure

• County Road Improvements/Equipment	\$5,000,000
• Storm Drainage Improvements/Equipment	\$4,000,000
• Government Center Improvements/Equipment	\$2,144,000
• Judicial Building Improvements/Equipment	\$1,820,000
• Central Square Complex Improvements/Equipment	\$880,000
• Riverfront Resource Center Improvements	\$800,000
• Public Works Facilities Improvements/Equipment	\$320,000
• Facilities Management Bldg. Improvements/Equipment	\$186,000
• County Morgue	\$414,000
• Water Extensions/Fire Protection Equipment	\$400,000

**Total**

**\$15,964,000**



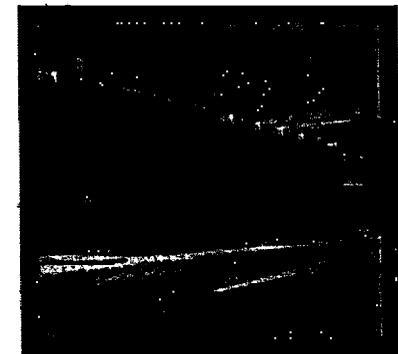
Albany-Dougherty Government Center



Central Square Building



Judicial Building



East Parking Deck



# Public Safety

000 100,28

H. W.

- County Fire Trucks/Equipment \$1,240,000
- County Fire Station Improvements/Equipment \$500,000
- EMS Ambulances and Equipment \$2,125,000
- EMS Station Improvements/Equipment \$500,000
- Sheriff's Dept. Vehicles/Equipment \$925,000
- County Police Vehicles/Equipment \$1,360,000
- County Police Building Improvements/Equipment \$520,000
- Jail Improvements/Equipment \$1,580,000
- Upgrade 911 Communications System \$1,408,000
- Animal Control Shelter Improvements/Equipment \$100,000
- County Department Vehicles \$500,000

**Total**

**\$10,758,000.00**



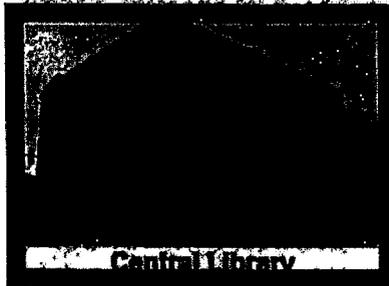
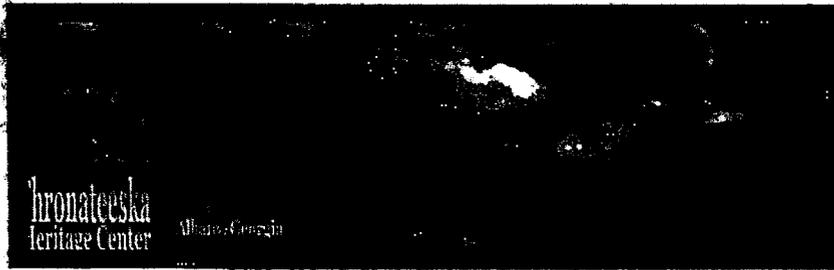


# Education & Health

• Library Improvements/Equipment	\$400,000
• Flint RiverQuarium Improvements	\$450,000
• Thronateeska Improvements	\$300,000
• Chehaw Park Improvements	\$135,000
• Mental Health Facility Improvements	\$700,000
• <u>Public Health Facility Improvements</u>	<u>\$1,430,000</u>
<b>Total</b>	<b>\$3,415,000</b>



Flint RiverQuarium

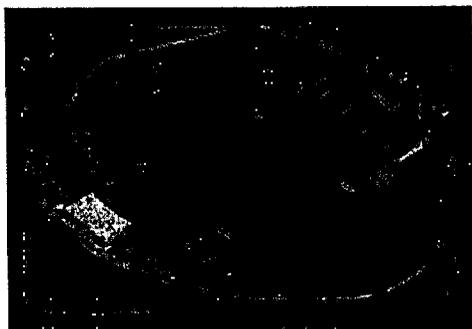
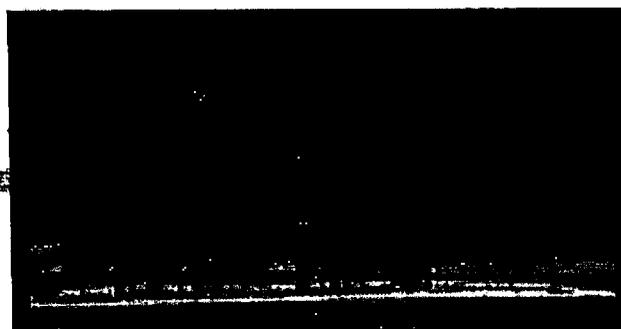


Dougherty County Health Department



# Recreation

• County Parks Improvements/Equipment	\$1,145,000
• Hugh Mills Stadium Improvements	\$750,000
• <u>Greenway Trails</u>	<u>\$750,000</u>
<b>Total</b>	<b>\$2,645,000</b>



Hugh Mills Stadium



Riverfront Park

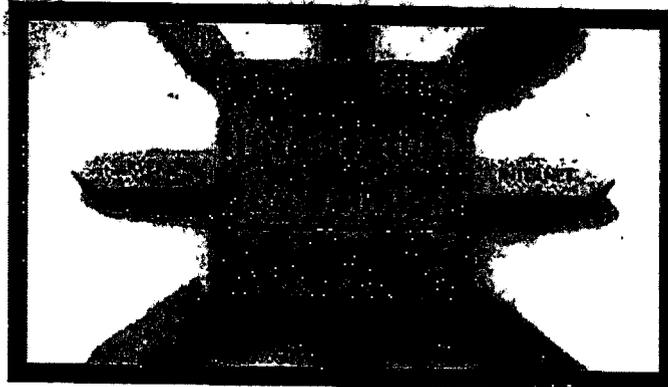


Greenway Trails



# Information Technology

• Electronics Equipment	\$60,000
• Aerial Mapping System	\$98,000
• <u>Information Technology Upgrades/Equipment</u>	<u>\$360,000</u>
<b>Total</b>	<b>\$518,000</b>





**Dougherty County  
T-SPLOST Proposed Project List (draft)**

<b>Project Name</b>	<b>Project Description</b>	<b>Total Project Cost</b>
Roadway Improvements	Funding for road improvements would address resurfacing roads that are currently in poor condition, as well as help prevent structural deterioration and costly pavement failure in 40% of the 294 miles of paved roads within the unincorporated area of Dougherty County. This would result in all roads within the unincorporated areas having a rating of "good" or better. Funding is also dedicated to improving, repairing, and extending the life of the bridges and culverts in the unincorporated area of Dougherty County.	\$ 10,000,000 (37.9%)
Sidewalk Installation	Installation and repair of sidewalks in selected areas to increase pedestrian safety, especially in school zones and heavily traveled areas where sidewalks are not present.	\$ 1,400,000 (5.3%)
Alley Paving/Improvements	Paving of 26 existing, open alleys in unincorporated Dougherty County with a combination of crushed asphalt and paved alleys as per the Commission approved Alley Improvements priority list.	\$ 3,500,000 (13.2%)
Road Striping	Restriping of arterial roads for increased driver safety and lane visibility.	\$ 1,000,000 (3.8%)
Multi-Purpose Trails	Walking trails in various locations of the County would provide access to the natural beauty of our parks and the river corridor, encourage more time spent outdoors improving health and fitness, and provide alternate transportation options for citizens. Trail sections, such as Segment #4 – Albany State to Radiant Springs & Segment #2 – Riverfront to Chehaw, would be selected from the County approved Flint River Trails Master Plan.	\$ 7,000,000 (26.5%)
Signage	Installation of new road signs on County maintained roads to meet the Manual on Uniform Traffic Control Devices retroreflectivity standards. This project would enhance driver safety and improve wayfinding at night.	\$ 500,000 (1.9%)
Intersection Improvements, Road Projects, & Traffic Calming	Funding is dedicated to making intersection upgrades, road improvements, and traffic calming. This includes projects like widening Fleming Rd (from Gaisert to County Line) and County Line Rd (from Fleming to Sylvester Hwy), which would address traffic congestion and improve safety near MCLB Albany. Funding for traffic calming devices, as called out in the County's Traffic Calming Policy, would be available for pedestrian and vehicular safety within residential areas.	\$ 3,000,000 (11.4%)
	<b>Grand Total</b>	<b>\$ 26,400,000</b>

ALBANY COUNTY  
MEETING

**NO MORE T-SPLOST/E-  
SPLOST/SPLOST  
TIME FOR A TAX BRAKE  
T-SPLOST WOULD PLACE LOCAL  
TAX RATE AS HIGH AS GA SALES  
TAX RATE OF .04%**

# **T-SPLOST**

**TRANSPORTATION SPECIAL PURPOSE LOCAL  
OPTION SALES TAX**

**JANUARY 14, 2019**

# SPLOST HISTORY

## SPLOST I

Referendum approved August 6, 1985. Collection period from January 1, 1986 through December 31, 1989. Restricted to four years and to be used only for roads, streets, and bridges.

## SPLOST II

Referendum approved October 12, 1989. Collection period from January 1, 1990 through December 31, 1994. State law expanded to 5 years and can also include Capital Improvements.

## SPLOST III

Referendum approved November 9, 1994. Collection period from April 1, 1995 through March 31, 2000. State law expanded to include Community projects.

## SPLOST IV

Referendum approved November 2, 1999. Collection period from April 1, 2000 through March 31, 2005. State law expanded to include Debt Retirement.

## SPLOST V

Referendum approved November 2, 2004. Collection period from April 1, 2005 through March 31, 2011. State law expanded to include Cities and to go 6 years with an Agreement. City and County approved Agreement with 62/38 % split.

## SPLOST VI

Referendum approved November 2, 2010. Collection period from April 1, 2011 through March 31, 2017. City and County approved Agreement with 64/36 % split.

## SPLOST VII

Potential Referendum would be November <sup>8</sup>7, 2016. Potential collection period would be April 1, 2017 through March 31, 2023. *City/County split 64/36%.*

# Dougherty County

Item 4b.

P9 0 0 0

**QUALIFIED TIMBERLAND**

Code	Count	Acres	40% Value
Q4	0	0	0
Q5	1	654.83	231,005

**RESIDENTIAL**

Code	Count	Acres	40% Value
R1	41,374		832,962,505
R3	30,146	16,504.72	169,598,666
R4	775	6,308.95	14,378,686
R5	161	12,021.92	10,997,734
R6	67		189,951
R7	0	0	0
R9	0	0	0
RA	7		256,400
RB	1,561		2,861,981
RF	0		0
RI	0		0
RZ	0		0

**RESIDENTIAL TRANSITIONAL**

Code	Count	Acres	40% Value
T1	0		0
T3	0	0	0
T4	0	0	0

**UTILITY**

Code	Count	Acres	40% Value
U1	0		0
U2	48	0	113,659,600
U3	0	0	0
U4	0	0	0
U5	0	0	0
U7	0	0	0
U9	0	0	0
UA	0		0
UB	0		0
UF	0		0
UZ	0		0

Residential	74,091	34,835.59	1,031,245,923
Residential Transitional	0	0	0
Utility	48	0	113,659,600
Conservation Use	330	37,949.89	32,926,212
Environmentally Sensitive	0	0	0
Motor Vehicle	25,160		33,302,130
Mobile Home	1,794		9,041,973
Timber 100%	34	0	1,495,506
Heavy Equipment	27		5,659,131
Gross Digest	121,394	172,825.94	2,212,661,760
Exemptions Bond			
Net Bond Digest			2,212,661,760
Gross Digest	121,394	172,825.94	2,212,661,760
Exemptions-M&O			207,489,470
Net M&O Digest			2,005,172,290

**TAX LEVIED**

TYPE	ASSESSED VALUE	MILLAGE	TAX
M & O	2,005,172,290	- 1 Mill raises \$2 million	
BOND			2,212,661,760

# Bibb County

Item 4b.

P9 0 0 0

**QUALIFIED TIMBERLAND**

Code	Count	Acres	40% Value
Q4	0	0	0
Q5	0	0	0

**RESIDENTIAL**

Code	Count	Acres	40% Value
R1	82,726		1,774,480,158
R3	52,635	25,030.54	329,916,984
R4	6,222	17,899.69	78,021,868
R5	94	5,451.43	5,092,864
R6	1,204		653,816
R7	0	0	0
R9	0	0	0
RA	0		0
RB	648		2,590,345
RF	0		0
RI	0		0
RZ	0		0

**RESIDENTIAL TRANSITIONAL**

Code	Count	Acres	40% Value
T1	0		0
T3	0	0	0
T4	0	0	0

**UTILITY**

Code	Count	Acres	40% Value
U1	0		0
U2	29	0	167,434,682
U3	1	0	506,931
U4	1	0	29,110
U5	2	0	566,680
U7	0	0	0
U9	0	0	0
UA	0		0
UB	0		0
UF	0		0
UZ	0		0

Residential	143,529	48,381.66	2,190,756,035
Residential Transitional	0	0	0
Utility	33	0	168,537,403
Conservation Use	1,020	23,411.04	27,658,592
Environmentally Sensitive	0	0	0
Motor Vehicle	41,483		56,296,310
Mobile Home	1,274		7,726,568
Timber 100%	9	0	925,714
Heavy Equipment	19		101,144
Gross Digest	218,362	121,126.99	4,744,547,949
Exemptions Bond			0
Net Bond Digest			4,744,547,949
Gross Digest	218,362	121,126.99	4,744,547,949
Exemptions-M&O			460,825,293
Net M&O Digest			4,283,722,656

**TAX LEVIED**

TYPE	ASSESSED VALUE	MILLAGE	TAX
M & O	4,283,722,656	1 Mill raises \$4.2 Million	
BOND	4,744,547,949		

# Chatham County

Item 4b.

P9

**QUALIFIED TIMBERLAND**

Code	Count	Acres	40% Value
Q4	0	0	0
Q5	0	0	0

**RESIDENTIAL**

Code	Count	Acres	40% Value
R1	92,304		5,823,678,850
R3	101,798	33,950.09	2,165,366,138
R4	1,259	8,416.96	62,387,281
R5	98	30,438.39	15,451,375
R6	0		0
R7			
R9	0	0	0
RA	29		597,779
RB	5,509		29,559,125
RF	43		78,746
RI	18		8,092
RZ	0		0

**RESIDENTIAL TRANSITIONAL**

Code	Count	Acres	40% Value
T1	2		23,760
T3	1	2.24	165,080
T4	1	3	182,960

**UTILITY**

Code	Count	Acres	40% Value
U1	0		0
U2	235	0	10,009,272
U3	159	130.81	2,735,201
U4	60	556.01	2,800,313
U5	16	856.38	3,436,888
U7			
U9	0	0	0
UA	19		24,030,211
UB	0		0
UF	73		289,850,038
UZ	1		1,606

Residential	201,058	72,805.44	8,097,127,386
Residential Transitional	4	5.24	371,800
Utility	563	1,543.2	332,863,529
Conservation Use	168	11,986.68	37,710,120
Environmentally Sensitive	0	0	0
Motor Vehicle	65,799		96,645,340
Mobile Home	4,677		23,031,998
Timber 100%	23	5,814.17	2,248,081
Heavy Equipment	66		6,335,724
Gross Digest	317,196	152,151.2	19,020,367,575
Exemptions Bond			3,079,927,777
Net Bond Digest			15,940,439,798
Gross Digest	317,196	152,151.2	19,020,367,575
Exemptions-M&O			4,861,924,976
Net M&O Digest			14,158,442,599

**TAX LEVIED**

TYPE	ASSESSED VALUE	MILLAGE	TAX
M & O	14,158,442,599	- 1 Mill raises \$14.1 Million	
BOND	15,940,439,798		

# Clayton County

Item 4b.

Code Count Acres 40% Value

J3  
J4  
J5  
J9

PREFERENTIAL

Code Count Acres 40% Value

P3 0 0 0  
P4 0 0 0  
P5 0 0 0  
P6 0 0  
P7  
P9 0 0

QUALIFIED TIMBERLAND

Code Count Acres 40% Value

Q4  
Q5

RESIDENTIAL

Code Count Acres 40% Value

R1 78,632 3,272,852,746  
R3 83,062 5,612 687,145,507  
R4 502 4,107 15,036,901  
R5 33 2,463 4,301,974  
R6  
R7  
R9  
RA 3 13,850  
RB 418 1,768,669  
RF 0 0  
RI 0 0  
RZ 0 0

RESIDENTIAL TRANSITIONAL

Code Count Acres 40% Value

T1 0 0  
T3 0 0 0  
T4 0 0 0

UTILITY

Code Count Acres 40% Value

U1 5 736,461

TOTAL 2,338 4,189,088,283

SUMMARY

Code	Count	Acres	40% Value
Agricultural	370	1,270	15,228,553
Brownfield Property	0	0	0
Commercial	21,187	10,789	3,509,003,239
Historical			
Industrial	2,235	7,330	869,604,653
Forest Land Cons Use			
Preferential	0	0	0
Qualified Timberland			
Residential	162,650	12,182	3,981,119,647
Residential Transitional	0	0	0
Utility	136	0	972,197,008
Conservation Use	156	2,776	11,276,580
Environmentally Sensitive			
Motor Vehicle	53,369		74,247,060
Mobile Home	3,031		11,978,608
Timber 100%	0	0	0
Heavy Equipment	94		3,413,264
Gross Digest	243,228	34,347	9,448,068,612
Exemptions Bond			635,066,438
Net Bond Digest			8,813,002,174
Gross Digest	243,228	34,347	9,448,068,612
Exemptions-M&O			1,028,802,968
Net M&O Digest			8,419,265,644

TAX LEVIED

TYPE	ASSESSED VALUE	MILLAGE	TAX
M & O	8,419,265,644	- 1 Mill raises \$8.4 Million	
BOND	8,813,002,174		

# Lowndes County

Item 4b.

II	109	60,745,550
IP	69	150,729,210
IZ	12	3,409,790

**FOREST LAND CONSERVATION USE**

Code	Count	Acres	40% Value
J3	1	6.35	13,342
J4	6	69.18	70,947
J5	62	74,082.88	37,329,382
J9	0	0	0

**PREFERENTIAL**

Code	Count	Acres	40% Value
P3	0	0	0
P4	0	0	0
P5	0	0	0
P6	0	0	0
P7	0	0	0
P9	0	0	0

**QUALIFIED TIMBERLAND**

Code	Count	Acres	40% Value
Q4	0	0	0
Q5	0	0	0

**RESIDENTIAL**

Code	Count	Acres	40% Value
R1	81,927		1,286,593,630
R3	34,458	17,432.84	316,664,605
R4	5,622	21,971.14	53,219,516
R5	130	5,452.8	7,113,075
R6	15		150,946
R7	0	0	0
R9	3	0	79,424
RA	24		1,175,021
RB	932		1,139,551
RF	2		15,498
RI	1		1,000
RZ	0		0

**RESIDENTIAL TRANSITIONAL**

Code	Count	Acres	40% Value
T1	0		0
T2	0	0	0

E6	325	49,192,843
E7	2	1,600
E8	2	303,207
E9	134	32,222,487

**TOTAL 3,866 332,573,048**

**SUMMARY**

Code	Count	Acres	40% Value
Agricultural	11,145	66,330.11	141,599,688
Brownfield Property	0	0	0
Commercial	18,146	10,290.75	941,679,410
Historical	23	1.53	2,147,147
Industrial	1,489	3,966.13	504,049,372
Forest Land Cons Use	69	74,158.41	37,413,671
Preferential	0	0	0
Qualified Timberland	0	0	0
Residential	123,114	44,856.78	1,666,152,266
Residential Transitional	0	0	0
Utility	133	14.03	136,272,825
Conservation Use	1,348	90,030.77	104,561,498
Environmentally Sensitive	0	0	0
Motor Vehicle	35,742		42,963,530
Mobile Home	3,594		20,857,490
Timber 100%	0	6,511.94	4,141,880
Heavy Equipment	28		487,745
Gross Digest	194,831	296,160.45	3,602,326,522
Exemptions Bond			0
Net Bond Digest			3,602,326,522
Gross Digest	194,831	296,160.45	3,602,326,522
Exemptions-M&O			433,681,631
Net M&O Digest			3,168,644,891

**TAX LEVIED**

TYPE	ASSESSED VALUE	MILLAGE	TAX
M & O	3,168,644,891	- 1 Mill raises \$3.1 Million	
BOND	3,602,326,522		

## Dougherty County, Georgia

### Dougherty County Commission Agenda Item

Date of submission: November 1, 2021

Date of meeting: November 8, 2021

Subject/Title: Property/Casualty Insurance & Risk Management Services  
Broker Selection – RFP #22-019

Presenter: Scott Addison, Assistant County Administrator

#### Statement of Issue

Dougherty County Procurement, with administrative support of the City of Albany Purchasing, solicited competitive proposals for insurance broker services.

#### History/Facts and Issues

Dougherty County has embraced a practice of utilizing a Broker Selection RFP process for insurance and risk services competition. This process mode was launched in 2013 and the Board broker appointment duration is capped on a 3+1+1 five-year term.

In 2017, the competition included a change to a calendar year for broker services while maintaining the insurance program year on the County fiscal year. Both the calendar approaches represent best practices in public entity risk management. Willis Towers Watson (WTW) won the Board appointment.

In early 2020, WTW, the third largest global broker by revenue, entered into an agreement to be purchased by Aon, the second largest global broker. Dougherty began monitoring this pending transaction to assess WTW broker service commitments. After resolving EU concerns, Aon faced US restraint of competition legal action and withdrew its acquisition plan in mid-summer 2021.

Prior to the withdrawal juncture, WTW had experienced erosion of talent including the Dougherty WTW public entity team in Atlanta. The team was blocked by WTW from the team's desire to assume service of the County program. WTW had further talent erosion when the North American (N.A.) leader for its Public Entity practice resigned to join Alliant Insurance Services (Alliant). as its east of the Mississippi practice leader for the firm's public entity practice.

Dougherty was assigned a new WTW team. The replacement team did not meet Dougherty standards. The County Administration, with counsel from its independent risk management advisor, executed termination of the WTW contract as of the end of

calendar year 2021. This action was in lieu of waiting until the five-year cap at the end of 2022.

A year earlier than expected, an RFP was published in August 2021. Six brokers considered the opportunity to respond, and four brokers submitted formal proposals. The two best proposers, Gallagher and Alliant, interviewed in Albany on October 26, 2021. Based upon the evaluation scores of the Proposal Analysis Group for the two interviewed brokers, the recommendation for the broker for the next five-year cycle is Alliant at an annualized fee of \$69,750. This fee is in line with the expiring \$70,000 fee of WTW.

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Respectfully submitted,

Scott Addison

Assistant Administrator



**Memorandum**

To: Jawahn Ware, Dougherty County Clerk  
From: W. Nathaniel Norman, Director/Marshal *[Signature]* BY DIRECTOR  
Date: November 8, 2021  
Subj: Annual Blanket Renewal

This is the 2022 Annual Blanket Renewal. It has two parts:

Part 1 A list of alcohol establishments that were operating in 2021.

Part 2 The review conducted of each establishment and by Law Enforcement.

The report is submitted for approval.

XC: Chief Kenneth Johnson, Dougherty County Police  
File

### CURRENT ALCOHOL LICENSES FOR RENEWAL

This is the current list of establishments licensed to sell alcoholic beverages in Dougherty County. It identifies the name of the establishment, license number, business type, and location.

The business type is abbreviated by the following:

- Concession.....Food Service
- Conven. Store.....Convenience Store
- C.S.W.G.....Convenience Store with gas
- Dept. Store.....Department Store
- Gift Shop.....Retail
- Hotel.....Hotel
- N.C./Bar.....Night Club, Bar, Lounge
- Pac Store.....Package Store
- Priv. Club.....Private Club
- Pub/Tavern.....Bar with food Service
- Recreation.....Recreation
- Restaurant.....Full-Service Restaurant
- Supermarket.....Supermarket
- Wholesale.....Distributor/Wholesaler

No.	Business	Licence #	Bus. Type	Location
1	ACREE PACKAGE STORE	28584	Pac. Store	4500 Sylvester Road
2	ALBANY BEVERAGE COMPANY	419	Wholesale	1208 Moultrie Road
3	ALBANY EXPRESS	DA14-000002	C.S.W.G.	5736 Newton Road
4	AMERICAN LEGION POST # 30	30836	Priv. Club	2916 Gillionville Road
5	BETTER BRANDS OF SOUTH GEORGIA	DA13-000003	Wholesale	3900 Pecan Grove Court
6	BIG E'S COUNTRY STORE	31166	C.S.W.G.	2100 Cordele Road
7	BILL'S BEER AND WIINE	30533	Pac. Store	1326 McKenzie Street
8	BLOC STOP TRAVEL CENTER	DA20-000004	C.S.W.G.	1400 Moultrie Road
9	BOWLES GOLF INC.	DA15-000001	Recreation	801 River Pointe Drive
10	COUNTY LINE GROCERY, INC.	19603	C.S.W.G.	4405 Acree Road
11	COWBOY BILL'S	DA19-000001	N.C./Bar	4052 Sylvester Road
12	CREEKSIDE 3	DA20-000009	C.S.W.G.	1900 Weymouth Drive Ste. A
13	CROSSROADS MARKET PLACE	DA18-000003	C.S.W.G.	3023 Leary Road
14	FAMILY PANTRY	DA21-000001	C.S.W.G.	4324 Radium Springs Road
15	FAST LANE FOOD MART	24578	C.S.W.G.	3000 Sylvester Road
16	FLASH FOOD # 203	270	C.S.W.G.	2336 Liberty Expressway SE
17	FLASH FOOD # 204	266	C.S.W.G.	624 Holly Drive
18	GRAB N GO	29356	C.S.W.G.	5400 Newton Road
19	HILL CORNER FOOD STORE	DA20-000007	C.S.W.G.	335 N Countyline Road
20	HOMERUN FOODS STORE #3	257	C.S.W.G.	406 Philema Road
21	LOYAL ORDER OF MOOSE, INC	281	Priv. Club	407 Philema Road
22	MIKE'S COUNTRY STORE	DA13-000001	Supermarket	2305 Liberty Expressway SE
23	MOREE'S LIQUOR	DA21-000006	Pac. Store	4028 Moultrie Road
24	P.O.B. LOUNGE	323	N.C./Bar	2408 Liberty Expressway SE
25	PACE CAR EXPRESS	DA20-000005	C.S.W.G.	3503 Sylvester Road
26	PITT STOP FOOD MART	318	C.S.W.G.	3225 Sylvester Road
27	PRETORIA FIELD FARMS	DA21-000002	Brewery	5626 Walker Ducker Station RD
28	RADIUM SPRINGS FOOD MART	18100	C.S.W.G.	2524 Radium Springs Road
29	STONEBRIDGE GOLF & CLUB	12808	Recreation	319 Osprey Ridge
30	STOP & SHOP	DA21-000004	C.S.W.G.	2201 Liberty Expressway SE
31	TAMMY'S BAR & GRILL	DA20-000003	N.C./Bar	411 Philema Rd
32	TEMP COFFEE & BREW	DA20-000008	Pub/Tavern	1900 Weymouth Drive Ste. B
33	V.F.W.- BARR-ALLEN POST 2785	302	Priv. Club	315 Philema Road
34	WYNFIELD PLANTATION, LLC	DA13-000005	Recreation	5030 Leary Road

## REVIEW OF ALCOHOL ESTABLISHMENTS

### A. Law Enforcement Assessment

During the meeting with APD, ADDU, and DCP, it was determined that none of the establishments had calls that were considered a drain on police resources.

### B. Special Operations

There were five special operations performed this reporting cycle to ensure that all establishments were operating within standards. The list below outlines the operations performed.

1. Night Club Checks (1)
2. Surveillance Camera Inspection
3. ABC Card Compliance
5. Underage Alcohol & Tobacco Buys (2)

	<b>Establishment</b>	<b>Address</b>	<b>082621</b>	<b>091521</b>		
1.	Creekside 2	1900 Weymouth	X			
2.	Crossroad Market	3023 Leary Rd.	X			
3.	Albany Express	5736 Newton Rd.	X			
4.	Moree's Grocery	4028 Moultrie Rd.	X			
5.	Homerun Foods #3	406 Philema Rd.	X			
6.	Slappey Express	2033 N. Slappey Blvd.		X		
7.	Oasis	1301 S. Slappey Blvd.		X		
8.	Creekside 3	2340 Dawson Rd.		X		
9.	EZ Mart	521 S. Slappey Blvd.		X		
10.	Rao's Exxon	1701 E.Oglethorpe Blvd		X		

*\* X indicates that the establishment sold to underage during the detail on that date.*

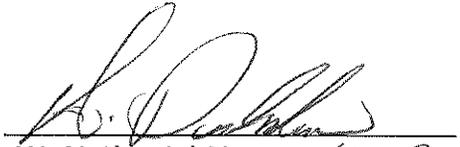
### C. The number of alcohol-licensed establishments in previous years.

1. 2017....34
2. 2018....32
3. 2019....32
4. 2020....35
5. 2021....34

PART II.

**D. Recommendation**

All establishments meet the requirement for renewal.

  
 \_\_\_\_\_  
 W. Nathaniel Norman *(Per Director)*  
 Director/Marshal

\_\_\_\_\_  
 County Chairman

Approve      Disapprove

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



**Russell R. McMurry, P.E., Commissioner**  
One Georgia Center  
600 West Peachtree Street, NW  
Atlanta, GA 30308  
(404) 631-1000 Main Office

September 3, 2021

The Honorable Christopher S. Cohilas  
Chairman, Dougherty County Board of Commissioners  
PO Box 2008  
Albany, GA 31702

ATTN: Michael McCoy, County Administrator

Subject: **Right of Way Mowing & Maintenance Agreement for Execution**  
P.I. 0015475, Dougherty County  
SR 133 @ CR 234/LOVERS LANE ROAD - ROUNDABOUT

Dear Mr. Cohilas,

Enclosed is a Right of Way Mowing & Maintenance Agreement detailing the maintenance commitments for the proposed landscaping and sidewalk on the above referenced project.

A "T" intersection of SR 133 at Lovers Lane Road will be converted to a roundabout to improve queuing and delays on the Lovers Lane approach. The proposed project will construct a single-lane roundabout.

Please review the attached agreement and if satisfactory, execute the agreement within the Contract Authorization Tracking System (CATS). Once the signed agreements are received within CATS, they will be routed for GDOT signatures, and then the Dougherty County will be sent one copy of the fully executed agreement for the project file.

If you have any questions about the items contained in this agreement, please contact the Department's Project Manager, Jonathan Dechko, at (404) 865-3476.

Sincerely,

Kimberly W. Nesbitt  
State Program Delivery Administrator

KWN:KESD:JTB:JFD:jl  
Attachments

cc: Ivan Mason, District 4 Engineer  
Jason Willingham, District 4 Preconstruction Engineer  
Scott Chambers, District 4 Maintenance Engineer  
Andy Doyle, State Maintenance Engineer

Rev: September 2020

**RIGHT OF WAY MAINTENANCE AGREEMENT (LOCAL GOVERNMENT ONLY)**

**By and Between**

**THE**

**GEORGIA DEPARTMENT OF TRANSPORTATION**

**AND**

**Dougherty County**

**PROJECT ID # 0015475**

**PERMIT ID # N/A**

**STATE ROUTE: 133, MP 1.06 to MP 15.57**

*In Process*

**THIS AGREEMENT** made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (“Effective Date”) by and between the **DEPARTMENT** of Transportation, an agency of the State of Georgia, hereinafter referred to as “**DEPARTMENT**”, and Dougherty County hereinafter referred to as “**LOCAL GOVERNMENT**”.

**WHEREAS**, the **DEPARTMENT** desires to enter into a partnership to perform certain services relating to maintenance within **DEPARTMENT’S** right of way, hereinafter called the “**PROJECT**”, and

**WHEREAS**, the **PROJECT** is associated with a permit approved and issued by the **DEPARTMENT**, permit identification number (PERMIT ID #) N/A, which is referenced above and in Exhibit A, MAINTENANCE AGREEMENT (MA) WORK PLAN, and is hereby incorporated into this Agreement as if fully restated herein; and

**WHEREAS**, the **LOCAL GOVERNMENT** has represented to the **DEPARTMENT** that it shall bear all costs and liability associated with the **PROJECT**; and

**WHEREAS**, the **LOCAL GOVERNMENT** has represented to the **DEPARTMENT** that it is qualified and experienced to provide such services and the **DEPARTMENT** has relied upon such representation.

**NOW, THEREFORE**, for and in consideration of the mutual promises and covenants as herein contained, it is agreed by and between the parties hereto that:

## **ARTICLE I SCOPE OF PROJECT**

The **DEPARTMENT** authorizes the **LOCAL GOVERNMENT** to perform or cause to be performed, the **PROJECT** consisting of certain services related to maintaining an identified section(s) of the **DEPARTMENT'S** rights of way. This Agreement does not provide the **APPLICANT**, by implication or otherwise, any right, title or interest in or to the **DEPARTMENT'S** right-of-way in general nor to the **PROJECT** area specifically, except the right to conduct the **PROJECT** work set forth in the **MAINTENANCE AGREEMENT (MA) WORK PLAN** (Exhibit A) in accordance with the terms and conditions of this Agreement.

The maintenance duties and responsibilities of the **LOCAL GOVERNMENT** are defined set forth in Exhibit A, **MA WORK PLAN**, which is attached hereto and incorporated by reference as if fully set out herein. The **DEPARTMENT** grants to the **LOCAL GOVERNMENT** the right to maintain that specific section(s) of **DEPARTMENT** right-of-way located in Dougherty County, as more particularly described in Exhibit A.

The **LOCAL GOVERNMENT** shall abide by the Federal Manual of Uniform Traffic Control Devices (MUTCD) standards, current edition, for temporary traffic control and the standards for all **PROJECT** activities. Equipment or materials utilized for the **PROJECT** must be moved on or across a traveled right of way in a manner as not to unduly interfere with traffic.

Should the **LOCAL GOVERNMENT** desire that these maintenance services be performed by a third party, the **LOCAL GOVERNMENT** and the third party shall enter into an agreement, whereby the **LOCAL GOVERNMENT** shall assume all responsibility for repayment to the third party for those services rendered as set forth in Exhibit A. The Agreement between the **LOCAL GOVERNMENT** and any third parties to this Agreement, shall meet all operational and administrative requirements, including the provisions of liability insurance, as set forth by the **DEPARTMENT**. All liability

associated with the **PROJECT** shall be borne by the **LOCAL GOVERNMENT** and any third parties, as set forth in Article VIII, herein.

In the event the **LOCAL GOVERNMENT** desires to perform any major maintenance activities, including significant landscaping, installation or significant repair of fencing/site furnishings/murals/signs/walls/lighting, or any other activities that may interfere with traffic or pedestrian flow within the right of way **PROJECT** limits, the **LOCAL GOVERNMENT** understands and agrees that it shall apply for and obtain a permit in accordance with the current edition of the **DEPARTMENT's** Driveway & Encroachment Control Manual prior to performance, and execute a separate agreement with the **DEPARTMENT** associated specifically with such permit.

## ARTICLE II

### EXECUTION OF AGREEMENT AND AUTHORIZATION

#### TIME OF PERFORMANCE

The **LOCAL GOVERNMENT** shall begin work on the **PROJECT** under this Agreement immediately after receiving a signed and executed copy of the Agreement, unless noted otherwise in Exhibit A or upon completion of the construction project associated with PERMIT ID #N/A.

The duration of this Agreement shall be for fifty years from the date above first written unless terminated sooner by the **DEPARTMENT** or **LOCAL GOVERNMENT**.

## ARTICLE III

### SUBSTANTIAL CHANGES

If, prior to the satisfactory completion of the services under this Agreement, any party materially alters the scope, character or complexity of the services from those required under the Agreement, a Supplemental Agreement shall be executed between the parties. It is understood, however, that **LOCAL GOVERNMENT** shall not engage in any activities or conduct any work which would be considered to be outside the **PROJECT** scope of the permission granted to **LOCAL GOVERNMENT** by the **DEPARTMENT**. Minor changes in the work which do not involve increased compensation, extensions of time, or changes in the goals and objectives of the work may be made by written notification of such change by any party with written approval by the other parties.

#### ARTICLE IV ASSIGNMENT

It is understood by the **LOCAL GOVERNMENT** that the work is considered personal and, except as provided for in Article I, **LOCAL GOVERNMENT** agrees not to assign, sublet or transfer any or all of their interest in this Agreement without prior written approval of the **DEPARTMENT**.

#### ARTICLE V CONTRACT DISPUTES

This Agreement shall be deemed to have been executed in Dougherty County, Georgia, without reference to its choice of law doctrine, and all questions of interpretation and construction shall be governed by the laws of the State of Georgia. Any litigation arising out of this Agreement shall be commenced within the State of Georgia. The foregoing provisions shall not be construed as waiving any immunity to suit or liability, including without limitation, sovereign immunity which may be available to the Department.

#### ARTICLE VI INSURANCE

It is understood that the **LOCAL GOVERNMENT** is self-insured and all claims against **LOCAL GOVERNMENT** will be handled through \_\_\_\_\_.

Prior to beginning work, the **LOCAL GOVERNMENT** shall, where applicable, cause its contractors and subcontractors to obtain the following minimum amounts of insurance coverage:

- (a) Workmen's Compensation Insurance in accordance with the laws of the State of Georgia.
- (b) Public Liability Insurance in an amount of not less than one hundred thousand dollars (\$100,000) for injuries, including those resulting in death to any one person, and in an amount of not less than three hundred thousand dollars (\$300,000) on an account of any one occurrence.
- (c) Commercial General Liability Insurance of at least \$1,000,000 per occurrence \$3,000,000 aggregate, including Automobile Comprehensive Liability Coverage with bodily injury in the minimum amount of \$1,000,000 combined single limits each occurrence. The **DEPARTMENT**

shall be named as an additional insured and a copy of the policy endorsement shall be provided with the insurance certificate.

The **LOCAL GOVERNMENT** shall furnish upon request to the **DEPARTMENT**, certificates of insurance evidencing such coverage. These certificates shall also provide that the insurance will not be modified or canceled without a 30-day prior written notice to the **DEPARTMENT**. Failure by the **LOCAL GOVERNMENT** to procure and maintain the insurance as set forth above shall be considered a default and cause for termination of this Agreement and, if applicable, forfeiture of the Performance and Payment Bonds. The **LOCAL GOVERNMENT** shall, at least fifteen (15) days prior to the expiration date or dates of expiring policies, deposit certified copies of renewal, or new policies, or other acceptable evidence of insurance with the **DEPARTMENT**.

## ARTICLE VII COMPENSATION

It is agreed that the **LOCAL GOVERNMENT** shall conduct all work at no cost to the **DEPARTMENT**, and without compensation from the **DEPARTMENT**. It is further agreed that any and all issues relating to compensation and payment shall be resolved by and between the **LOCAL GOVERNMENT** and any successors, subcontractors, or assigns thereto.

The **DEPARTMENT** and the **LOCAL GOVERNMENT** further agree that, should the **DEPARTMENT** be required to conduct any inspections and/or supervision of the **PROJECT** beyond that which would normally occur in the ordinary course of the **DEPARTMENT'S** maintenance activities, the **LOCAL GOVERNMENT** shall reimburse the **DEPARTMENT** for such inspection and supervision. The rate of reimbursement for the **DEPARTMENT'S** inspection and supervision shall in no case exceed a rate determined to be reasonable by the parties.

Should the **LOCAL GOVERNMENT** and the **DEPARTMENT** desire to change this agreement at a later date to provide for compensation to **LOCAL GOVERNMENT**, or any successors or assigns thereto, such change shall only be permitted by a supplemental agreement as set forth in Article III herein. Any supplemental agreements involving compensation shall be subject to the **DEPARTMENT** review and approval.

**ARTICLE VIII**  
**RESPONSIBILITY FOR CLAIMS AND LIABILITY**  
**LOCAL GOVERNMENT NOT AGENT OF DEPARTMENT**

To the extent allowed by law, the **LOCAL GOVERNMENT** and all successors and assigns thereto, shall save harmless the **DEPARTMENT**, its officers, agents, and employees from all suits, claims, actions or damages of any nature whatsoever resulting from the performance of **PROJECT** work under this Agreement, or due to any breach of this Agreement by the **LOCAL GOVERNMENT**, except to the extent of harm caused by the **DEPARTMENT** or its agents. These indemnities shall not be limited by reason of the listing of any insurance coverage.

The **LOCAL GOVERNMENT** further agrees that it shall be fully responsible for injury or damage to landscaping, landscape related items, and any other non-standard and decorative elements previously installed by or for the **LOCAL GOVERNMENT** within the right of way, and for any damage to the **DEPARTMENT'S** signs, structures, or roadway fixtures, if the **LOCAL GOVERNMENT** caused the damage.

It is further understood and agreed that the **LOCAL GOVERNMENT**, or any successor or assigns thereto, in the conduct of any work involved in the **PROJECT**, shall not be considered the agent of the **DEPARTMENT** or of the State of Georgia.

**ARTICLE IX**  
**TERMINATION OF CONTRACT**

The **DEPARTMENT** may terminate this Agreement for just cause or convenience at any time by giving the **LOCAL GOVERNMENT** at least thirty (30) days written notice of such termination, unless there is imminent or serious danger to the public health, safety, or welfare or to property, in which case termination shall be immediate. Upon receipt of such notice of termination, the **LOCAL GOVERNMENT** shall discontinue and cause all **PROJECT** work under this Agreement to terminate upon the date specified in the said notice. In the event of such termination, the **DEPARTMENT** shall be paid for any amounts as may be due it as specified in Article VII up to and including the specified date of termination.

The **LOCAL GOVERNMENT** shall have the right to terminate this Agreement at any time by giving the **DEPARTMENT** at least thirty (30) days advance written notice, provided that the

**DEPARTMENT** is reimbursed in full for all services rendered pursuant to Article VII. Termination initiated by the **LOCAL GOVERNMENT** shall be contingent upon the following, if applicable:

- A. The **LOCAL GOVERNMENT**, at the discretion of the **DEPARTMENT**, removing the planted landscaping, landscape related items, and any other non-standard and decorative elements that were installed by or for the **LOCAL GOVERNMENT** at no cost to the **DEPARTMENT**.
- B. The **LOCAL GOVERNMENT** restoring the removed landscape areas to their original condition or a condition that meets federal standards and is acceptable to the **DEPARTMENT**.
- C. The **LOCAL GOVERNMENT** restoring the removed non-standard and decorative elements with standard **DEPARTMENT** elements that meet federal and state requirements.
- D. The **LOCAL GOVERNMENT** reimbursing the **DEPARTMENT** in full any state and/or federal funds used to purchase and install the landscaping, landscape related items, and other non-standard and decorative elements that are no longer to be maintained by the **LOCAL GOVERNMENT**.

The **DEPARTMENT** and the **LOCAL GOVERNMENT** agree that should the **LOCAL GOVERNMENT** fail to perform the maintenance activities as set forth in Exhibit A, the **DEPARTMENT** may require the **LOCAL GOVERNMENT** to remove, restore, and reimburse according to items “A”, “B”, “C”, and “D” above, as applicable, and then terminate the Agreement.

## ARTICLE X COMPLIANCE WITH APPLICABLE LAW

The undersigned certify that:

- A. This Agreement is subject to applicable state and federal laws, standards, and rules and regulations.
- B. The provisions of Sections 45-10-20 through 45-10-28 of the Official Code of Georgia Annotated relating to Conflict of Interest and State Employees and Officials Trading with the State have been complied with in full.
- C. The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the “Drug-Free Workplace Act” have been complied with in full.

**ARTICLE XII**  
**MISCELLANEOUS**

A. **NON-WAIVER.** No failure of either party to exercise any right or power given to such party under this Agreement, or to insist upon strict compliance by the other party with the provisions of this Agreement, and no custom or practice of either party at variance with the terms and conditions of this Agreement, will constitute a waiver of either party's right to demand exact and strict compliance by the other party with the terms and conditions of this Agreement.

B. **NO THIRD-PARTY BENEFICIARIES.** Nothing contained herein shall be construed as conferring upon or giving to any person, other than the Parties hereto, any rights or benefits under or by reason of this Agreement.

C. **SOVEREIGN IMMUNITY.** Notwithstanding any other provision of this Agreement to the contrary, no term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions under the Georgia Constitution.

D. **CONTINUITY.** Each of the provisions of this Agreement will be binding upon and inure to the benefit and detriment of the parties and the successors and assigns of the Parties.

E. **WHEREAS CLAUSE AND EXHIBITS.** The Whereas Clauses and Exhibits hereto are a part of this Agreement and are incorporated herein by reference.

F. **SEVERABILITY.** If any one or more of the provisions contained herein are for any reason held by any court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision hereof, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

G. **CAPTIONS.** The brief headings or titles preceding each provision hereof are for purposes of identification and convenience only and should be completely disregarded in construing this Agreement.

H. **INTERPRETATION.** Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation hereof.

I. **ENTIRE AGREEMENT.** This Agreement supersedes all prior negotiations, discussion, statements and agreements between the parties and constitutes the full, complete and entire agreement between the parties with respect hereto; no member, officer, employee or agent of either party has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith, amending, supplementing, modifying, adding to, deleting from, or changing the terms and conditions of this Agreement. No modification of or amendment to this Agreement will be binding on either party hereto unless such modification or amendment will be properly authorized, in writing, properly signed by both parties and incorporated in and by reference made a part hereof.

**THE REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.  
SIGNATURES ON THE FOLLOWING PAGE.**

The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, said parties have hereunto set their hand and affixed their seals the day and year above first written.

**GEORGIA DEPARTMENT OF TRANSPORTATION**

\_\_\_\_\_  
Commissioner or designee

ATTEST:

\_\_\_\_\_  
Treasurer

In Process

**LOCAL GOVERNMENT:**

\_\_\_\_\_

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

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

Sworn to before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_

NOTARY PUBLIC

My commission expires \_\_\_\_\_, \_\_\_\_\_.

## EXHIBIT A

### MAINTENANCE WORK PLAN

*For all maintenance activities, at a minimum, abide by the Federal Manual of Uniform Traffic Control Devices (MUTCD) standards, current edition, for temporary traffic control. Move equipment or materials on or across a traveled way in a manner as not to unduly interfere with traffic.*

#### Watering

- Provide adequate water to maintain healthy plant material
- Water in a manner that it does not endanger pedestrian or vehicular traffic
- Water according to the state or local government restrictions

#### Seasonal Color (Annuals and Herbaceous Perennials and Roses)

- Install and maintain plant material at a height that does not interfere with clear sight lines for both pedestrians and vehicular traffic according to the Department's sight distance criteria
- Maintain bare areas in seasonal beds with a minimum 3 inch cover of mulch
- Cut back perennials each year after they are spent to keep the beds free of vegetative debris
- Maintain any rose shrubs at a height that will not obstruct existing directional signs or driver sight lines.

#### Pruning

- Remove dead or diseased planted vegetation.
- Prune trees, shrubs and ground covers to maintain the health of the plants and to maintain in the intended design character of the plant (no stump pruning or lollipop/ball shapes)
- Prune trees, shrubs, and ground covers as needed to remove damage by storm or accident events and to prevent safety hazards. Prune to maintain open sight distances, clear zone areas and traffic sign visibility. Provide clearance for pedestrian and vehicular traffic mobility.
- Prune according to American National Standards Institute, latest edition, A300 Part 1 pruning standards

### Plant Replacement

- Replacement of dead or diseased vegetation of planted material within the project limits is the responsibility of the LICENSEE
- Replacement plant material must be according to the Department's landscaping policy 6755-9 and Special Provision Section 702, attached hereto and incorporated by reference as Exhibit C

### Weeding

- Maintain right of way free of weeds, exotic and invasive pest plants, undesired vegetation and other noxious weeds
- All Pesticide/Herbicide use shall be under the direct supervision of someone with the appropriate Commercial Category 27 (right of way use) license.
- When pesticides/herbicides are being applied the person applying shall have in their possession all labeling associated with the pesticide/herbicide and their license/certification.
- Post warning signs for pesticide/herbicide use as required by state code.

### Mowing and trimming of grass

- Maintain a neat appearance and clear sight lines for pedestrian and vehicular traffic.

### Mulching

- Replace mulch in plant beds as needed to maintain an attractive, fresh look at a 2-3" depth
- Maintain mulch so that it will not spread or wash on to pedestrian paths or traveled lanes

### Litter

- Completely remove all litter and debris and other objectionable material on site.
- Do not deposit or blow litter, debris and vegetation into gutters or drainage structures.
- Make disposal in accordance with local and state laws.
- Remove all graffiti within project limits

### Installed Sidewalks/Multi-Use Trails

- Maintain and repair sidewalks and brick pavers according to the Americans with Disabilities Act (ADA)

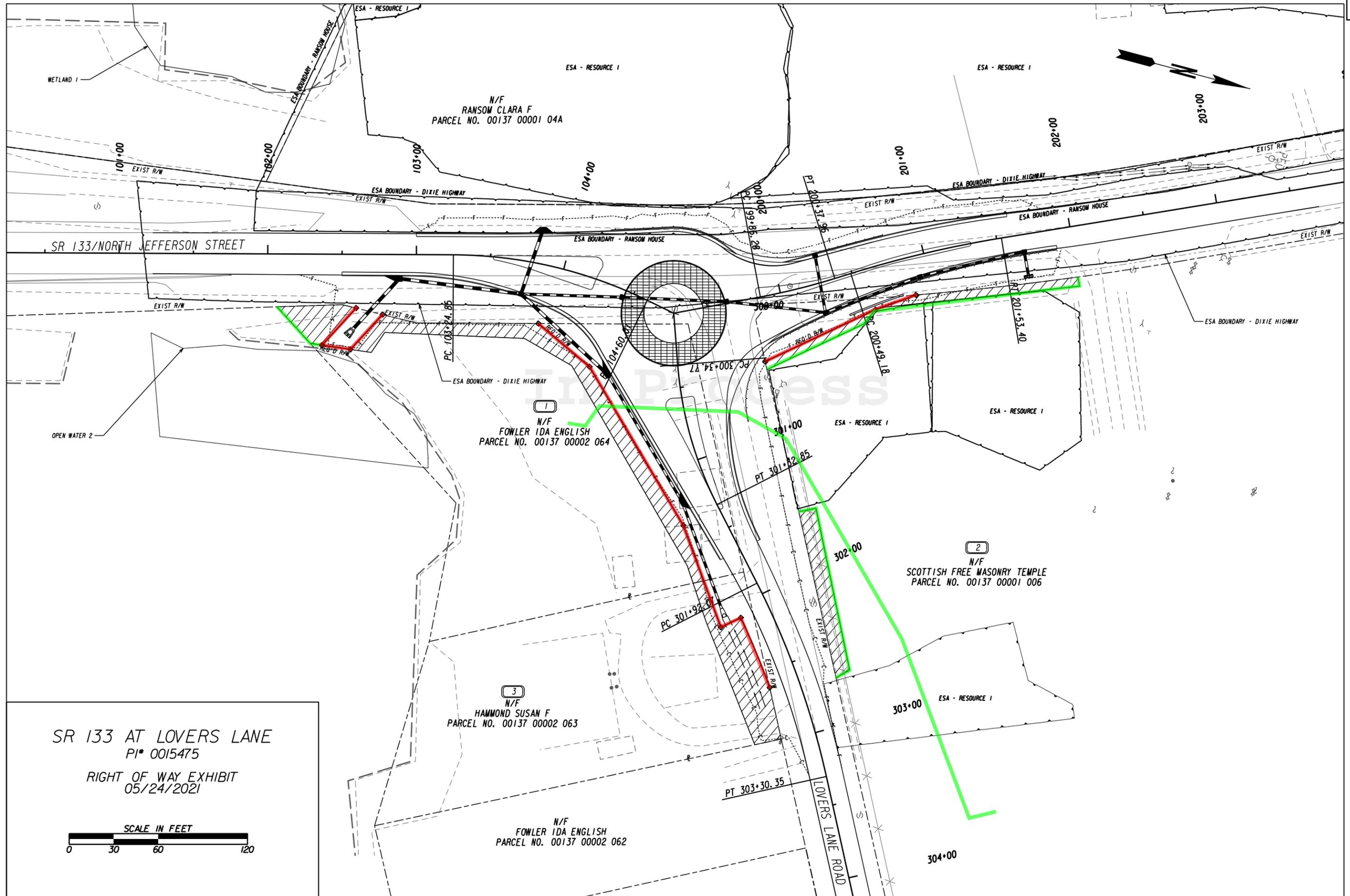
- GDOT will not be responsible for damages to sidewalks/multi-use trails, amenities, etc. caused by maintenance activities on state right of way

Installed Non-Standard Fencing/Site Furnishings

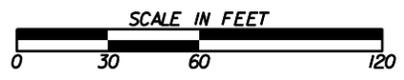
- Repair and/or replace damaged components
- Repair or install a temporary construction work fence immediately if damage involves a safety issue
- LICENSEE is responsible for all maintenance of non-standard fencing/site furnishings/murals

*NOTE: All major maintenance repair activities and activities that may interfere with traffic or pedestrian flow within the right of way project limits, such as travel lane/walkway closures, require the LOCAL GOVERNMENT to notify the Department at least 48 hours prior to the activity to coordinate and gain Department approval.*

In Process



SR 133 AT LOVERS LANE  
 PI\* 0015475  
 RIGHT OF WAY EXHIBIT  
 05/24/2021



RETURN TO:  
DOUGHERTY COUNTY PUBLIC WORKS  
2038 NEWTON ROAD  
ALBANY, GEORGIA 31701

CLERK: please cross  
reference to Deed Book  
2954, Page 150

**STORMWATER FACILITY MAINTENANCE AGREEMENT**

THIS AGREEMENT, made and entered into this 22 day of October, 2021, by and between PRATT PROPERTIES, INC. hereinafter called the "Landowner", and DOUGHERTY COUNTY, hereinafter called the "County".

WITNESSETH, that

WHEREAS, the Landowner is the owner of certain real property described as (Tax Map/Parcel Identification Number) 00308/00001/150 as recorded by deed in the land records of Dougherty County, Georgia, Deed Book 2954 Page 150, hereinafter called the "Property".

WHEREAS, the Landowner is proceeding to build on and develop the property; and

WHEREAS, the Site Plan/Subdivision Plan known as TARGET CONTAINER, INC. ADDITION, (Name of Plan/Development) hereinafter called the "Plan", which is expressly made a part hereof, as approved or to be approved by the County, provides for detention of stormwater within the confines of the property; and

WHEREAS, the County and the Landowner, its successors and assigns, including any homeowners association, agree that the health, safety, and welfare of the residents of Dougherty County, Georgia, require that on-site stormwater management facilities be constructed and maintained on the Property; and

WHEREAS, the County requires that on-site stormwater management facilities as shown on the Plan be constructed and adequately maintained by the Landowner, its successors and assigns, including any homeowners association.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. The on-site stormwater management facilities shall be constructed by the Landowner, its successors and assigns, in accordance with the plans and specifications identified in the Plan.
2. The Landowner, its successors and assigns, including any homeowners association, shall adequately maintain the stormwater management facilities. This includes all pipes, channels or other conveyances built to convey stormwater to the facility, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the stormwater.

Adequate maintenance is herein defined as good working condition so that these facilities are performing their design functions.

3. The Landowner, its successors and assigns, shall inspect the stormwater management facility annually and shall keep records of the inspection. The purpose of the inspection is to assure safe and proper functioning of the facilities. The inspection shall cover the entire facilities, berms, outlet structure, pond areas, access roads, etc. Deficiencies shall be noted in the inspection report.
4. The Landowner, its successors and assigns, hereby grant permission to the County, its authorized agents and employees, to enter upon the Property and to inspect the stormwater management facilities as the County deems appropriate at times mutually agreed by the Landowner and the County. If the County determines that repairs are required, the County shall provide the Landowner, its successors and assigns, copies of the inspection findings and a directive to commence with the repairs.
5. In the event the Landowner, its successors and assigns, fail to maintain the stormwater management facilities in good working condition acceptable to the County, the County may enter upon the Property and take whatever steps necessary to correct deficiencies identified in the inspection report and to charge the costs of such repairs to the Landowner, its successors and assigns. This provision shall not be construed to allow the County to erect any structure of permanent nature on the land of the Landowner outside of the easement for the stormwater management facilities. It is expressly understood and agreed that the County is under no obligation to routinely maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the County.
6. The Landowner, its successors and assigns, will perform the work necessary to keep these facilities in good working order as appropriate. In the event a maintenance schedule for the stormwater management facilities (including sediment removal) is outlined on the approved plans, the schedule will be followed.
7. In the event the County, pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Landowner, its successors and assigns, shall reimburse the County upon demand, within thirty (30) days of receipt of a reasonably detailed listing of all actual costs and expenses, including backup therefor, incurred by the County hereunder.
8. Landowner, as well as its successors and assigns, agrees to indemnify and hold harmless County, its agents, officers and employees (individually and collectively), their successors and assigns, with respect to all claims, demands or liability for any injuries to any person (including death) or damage to property, arising out of or in any way connected with the Landowner's activity at the stormwater management facility. The Landowner shall defend against such claims and pay all expenses of such defense, including reasonable attorney fees and all judgments based thereon. This indemnity extends to any alleged negligence of Landowner in the design or operation of stormwater management facility. This indemnity does not extend to any damage, injury or loss due to the extent of the negligence of County.
9. This Agreement shall be recorded among the land records of Dougherty County, Georgia, and shall constitute a covenant running with the land, and shall be binding on the Landowner, its administrators, executors, assigns, heirs and others successors in interests, including anyhomeowners association.

WITNESS the following signatures and seals pursuant to proper authority.

Signed, sealed and delivered  
in the presence of:

**DOUGHERTY COUNTY, GEORGIA**

\_\_\_\_\_  
WITNESS

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

\_\_\_\_\_  
NOTARY PUBLIC  
My commission expires: \_\_\_\_\_

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

(SEAL)

Signed, sealed and delivered  
in the presence of:

**PRATT PROPERTIES, INC.**

*Alicia Estes*  
\_\_\_\_\_  
WITNESS

By: *[Signature]*  
\_\_\_\_\_  
Stephen Ward, CFO

*[Signature]*  
\_\_\_\_\_  
NOTARY PUBLIC  
My commission expires: *6-22-24*

Attest: *[Signature]*  
\_\_\_\_\_  
Douglas R. Balyeat, Secretary

(SEAL)



DOC# 003777  
FILED IN OFFICE  
04/08/2005 08:37 AM  
BK:2954 PG:150-155  
EVONNE S. MULL  
CLERK OF  
COURT  
DOUGHERTY COUNTY  
REAL ESTATE TRANSFER T  
AX  
PAID: \$219.10

Item 6c.

Above Space Reserved for Recording

After recording, return to:

Ted Smith, Esq.  
Paul, Hastings, Janofsky & Walker, LLP  
600 Peachtree St. N.E.  
Suite 2400  
Atlanta, GA 30308

STATE OF GEORGIA

COUNTY OF FULTON

**QUITCLAIM DEED**

THIS INDENTURE is made this 28th day of July, 2004, by TARGET CONTAINER CO., an Alabama corporation, having a business address of c/o Pratt Industries (U.S.A.), Inc., 1800-C Sarasota Parkway, Conyers, Georgia 30013, as party of the first part (hereinafter called "Grantor"), in favor of PRATT PROPERTIES, INC., a Delaware corporation, having a business address of c/o Pratt Industries (U.S.A.), Inc., 1800-C Sarasota Parkway, Conyers, Georgia 30013, as party of the second part (hereinafter called "Grantee") (the words "Grantor" and "Grantee" to include their respective successors and assigns where the context requires or permits);

WITNESSETH, That:

GRANTOR, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) in hand paid at and before the sealing and delivery of these presents, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, aliened, contributed, conveyed, confirmed AND QUITCLAIMED and by these presents does grant, bargain, alien, contribute, convey, confirm AND QUITCLAIM unto said Grantee, all of Grantor's right, title and interest, if any, in and to that certain real property lying and being in Dougherty County, Georgia, being more particularly described on Exhibit A attached hereto and by this reference made a part hereof, together with any and all plants, trees, timber, shrubbery, improvements, and fixtures located thereon or attached thereto, and together with any and all improvements,

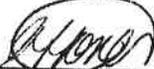
fixtures, rights, easements, licenses, and benefits appurtenant thereto (hereinafter collectively referred to as the "Property");

TO HAVE AND TO HOLD the Property so that neither Grantor nor any persons claiming under Grantor shall at any time, by any means or ways, have, claim or demand any right or title to the Property.

[EXECUTION ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed under seal by its duly authorized representatives as of the day and year first above written.

Signed, sealed and delivered in the presence of:

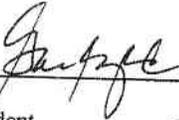
  
\_\_\_\_\_  
Witness

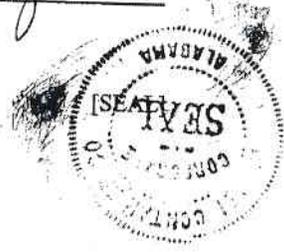
Patricia D. Showalter  
Notary Public  
My Commission Expires: 2-2-08

[NOTARY SEAL]



GRANTOR:  
TARGET CONTAINER CO.

By:   
\_\_\_\_\_  
Gary Byrd  
Vice President



## EXHIBIT "A"

## TRACT "A":

All that tract or parcel of land lying and being in Land Lot 200 in the Second Land District of Dougherty County, Georgia, being more particularly described as follows:

From an iron pin which marks the southwest corner of that certain tract of land conveyed to Party of the Second Part by Warranty Deed recorded in Deed Book 515, Page 491, Clerk's Office, Dougherty Superior Court (which point has been referred to as the northwest corner of the "Property of Dick Driskell" and as the southwest corner of the "Property of John Felber") go North 00 degrees 58 minutes East 261.0 feet to a point on the north right-of-way line of Turbine Lane, which is the point of beginning; from the point of beginning go North 00 degrees 58 minutes East 267.0 feet; go South 88 degrees 59 minutes East 482.0 feet; go South 00 degrees 58 minutes West 282.79 feet to a point on the north right-of-way line of Turbine Lane; go along an arc which is the north right-of-way line of Turbine Lane (which arc has a radius of 110 feet and a chord bearing North 73 degrees 26 minutes 30 seconds West) a distance of 59.67 feet to a point; go North 88 degrees 59 minutes West 425.21 feet to the point of beginning.

## TRACT "B":

All that tract or parcel of land lying and being in Land Lot 200 in the Second Land District of Dougherty County, Georgia, being more particularly described as follows:

From an iron pin which marks the southwest corner of that certain tract of land conveyed to Party of the Second Part by Warranty Deed recorded in Deed Book 515, Page 491, Clerk's Office, Dougherty Superior Court (which point has been referred to as the northwest corner of the "Property of Dick Driskell" and as the southwest corner of the "Property of John Felber") go North 00 degrees 58 minutes East 527.0 feet to the point of beginning; from the point of beginning, go North 00 degrees 58 minutes East 185.27 feet; go South 88 degrees 59 minutes East 482.00 feet; go South 00 degrees 58 minutes West 185.27 feet; go North 88 degrees 59 minutes West 482.0 feet to the point of beginning. (This being a tract North of and contiguous to Tract "A").

## TRACT "C":

All that tract or parcel of land lying and being in Land Lot 200 in the Second Land District of Dougherty County, Georgia, being more particularly described as follows:

From an iron pin which marks the southwest corner of that certain tract

EXHIBIT "A"

of land conveyed to Party of the Second Part by Warranty Deed recorded in Deed book 515, Page 491, Clerk's Office, Douglas Superior Court, (which point has been referred to as the northwest corner of the "Property of Dick Drake") and as the south-east corner of the "Property of John Felber") which is the point of beginning, go North 00 degrees 58 minutes East 200.0 feet to a point on the South right-of-way line of Turbine Lane; go South 88 degrees 59 minutes East along the South right-of-way line of Turbine Lane 425.18 feet; go along the arc of a curve which is the South right-of-way line of Turbine Lane (which arc has a radius of 50 feet and a chord bearing of South 66 degrees 06 minutes East) a distance of 39.94 feet; go South 43 degrees 13 minutes East 154.92 feet to a point on the north-westerly right-of-way line of the Old Prebocia Road; go South 46 degrees 47 minutes West along the north-westerly right-of-way line of Old Prebocia Road 120.0 feet; go north 87 degrees 49 minutes West 483.0 feet to the point of beginning.

TRACT "B":

EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lots 161 and 200 in the Second Land District of Dougherty County, Georgia and being more particularly described as follows:

Beginning at the intersection of the northeast right of way line of Turbine Lane with the northwest right of way line of the Old Pretoria Road, and run thence north 43 degrees 13 minutes west along the northeast right of way line of said Turbine Lane a distance of 154.37 feet to a point; continue thence northwesterly along the curved northeast end north right of way line of said Turbine Lane, the chord of which is north 66 degrees 06 minutes west a distance of 85.55 feet to a point, the arc distance being 87.87 feet; run thence south 88 degrees 59 minutes east a distance of 26.77 feet to a point; run thence easterly, northeasterly and northerly along a curve the arc distance of which is 47.11 feet, the chord of which is north 45 degrees 59 minutes 30 seconds east 42.41 feet, to a point; run thence north 00 degrees 58 minutes east a distance of 422.27 feet to a point; run thence north 88 degrees 59 minutes west a distance of 482 feet to a point; run thence north 00 degrees 58 minutes east a distance of 45.03 feet to the dividing line between Land Lots 200 and 151; run thence north 01 degree 01 minute east a distance of 843.37 feet to a point; run thence north 89 degrees 33 minutes east a distance of 698.60 feet to a point; run thence south 01 degree 01 minute west a distance of 1,175.82 feet to a point; run thence north 88 degrees 59 minutes west a distance of 20 feet to a point; run thence south 61 degree 01 minute west a distance of 20 feet to a point; run thence north 82 degrees 59 minutes east a distance of 28 feet to a point; run thence south 91 degree 01 minute west a distance of 118 feet to the northwest right of way line of the Old Pretoria Road; run thence south 45 degrees 47 minutes west along the southwest right of way of said Old Pretoria Road a distance of 129 feet to the point of beginning; said property being described according to a plat showing survey of a part of Land Lots 151 and 200, Second Land District, Dougherty County, Georgia, dated May 28, 1888, by Malcolm Burnside, Registered Land Surveyor, a copy of which is attached and made a part hereof.

RETURN TO:  
DOUGHERTY COUNTY PUBLIC WORKS  
2038 NEWTON ROAD  
ALBANY, GEORGIA 31701

Item 6c.

CLERK: please cross reference  
to deed Book 4263, Page 220

### STORMWATER FACILITY MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into this 2nd day of March, 2020, by and between ROBERT K. TAYLOR hereinafter called the "Landowner", and Dougherty County, hereinafter called the "County".

WITNESSETH, that

WHEREAS, the Landowner is the owner of certain real property described as Tax Map/Parcel Identification Number 075-2/00000/070 as recorded by deed in the land records of Dougherty County, Georgia, Deed Book 4263 Page 220, hereinafter called the "Property".

WHEREAS, the Landowner is proceeding to build on and develop the property; and

WHEREAS, the Site Plan/Subdivision Plan known New Convenience Store hereinafter called the "Plan", which is expressly made a part hereof, as approved or to be approved by the County, provides for detention of stormwater within the confines of the property; and

WHEREAS, the County and the Landowner, its successors and assigns, including any homeowners association, agree that the health, safety, and welfare of the residents of Dougherty County, Georgia, require that on-site stormwater management facilities be constructed and maintained on the Property; and

WHEREAS, the County requires that on-site stormwater management facilities as shown on the Plan be constructed and adequately maintained by the landowner, its successors and assigns, including any homeowners association.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. The on-site stormwater management facilities shall be constructed by the Landowner, its successors and assigns, in accordance with the plans and specifications identified in the Plan.

2. The Landowner, its successors and assigns, including any homeowners association, shall adequately maintain the stormwater management facilities. This includes all pipes, channels or other conveyances built to convey stormwater to the facility, as well as all structures, improvements and vegetation provided to control the quantity and quality of the stormwater. Adequate maintenance is herein defined as good working condition so that these facilities are performing their design functions.
3. The Landowner, its successors and assigns, shall inspect the stormwater management facility annually and shall keep records of the inspection. The purpose of the inspection is to assure safe and proper functioning of the facilities. The inspection shall cover the entire facilities, berms, outlet structure, pond areas, access roads, etc. Deficiencies shall be noted in the inspection report.
4. The Landowner, its successors and assigns, hereby grant permission to the County, its authorized agents and employees, to enter upon the Property and to inspect the stormwater management facilities as the County deems appropriate. If the County determines that repairs are required, the County shall provide the Landowner, its successors and assigns, copies of the inspection findings and a directive to commence with the repairs.
5. In the event the Landowner, its successors and assigns, fails to maintain the stormwater management facilities in good working condition acceptable to the County, the County may enter upon the Property and take whatever steps necessary to correct deficiencies identified in the inspection report and to charge the costs of such repairs to the Landowner, its successors and assigns. This provision shall not be construed to allow the County to erect any structure of permanent nature on the land of the Landowner outside of the easement for the stormwater management facilities. It is expressly understood and agreed that the County is under no obligation to routinely maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the County.
6. The Landowner, its successors and assigns, will perform the work necessary to keep these facilities in good working order as appropriate. In the event a maintenance schedule for the stormwater management facilities (including sediment removal) is outlined on the approved plans, the schedule will be followed.
7. In the event the County pursuant to this agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Landowner, its successors and assigns, shall reimburse the County upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the County hereunder.
8. Landowner, as well as its successors and assigns, agrees to indemnify and hold harmless the County, its agents, officers and employees (individually and collectively), their successors and assigns, with respect to all claims, demands or liability for any injuries to any person (including death) or damage to property, arising out of or in any way connected with the Landowner's activity at the

stormwater management facility. The Landowner shall defend against such claims and pay all expenses of such defense, including reasonable attorney fees and all judgments based thereon. This indemnity extends to any alleged negligence of Landowner in the design or operation of stormwater management facility. This indemnity does not extend to any damage, injury or loss due to the sole negligence of the County.

- 9. This Agreement shall be recorded among the land records of Dougherty County, Georgia, and shall constitute a covenant running with the land, and shall be binding on the Landowner, its administrators, executors, assigns, heirs and any other successors in interests, including any homeowners' association.

WITNESS the following signatures and seals pursuant to proper authority.

Signed, sealed and delivered in the presence of:

**DOUGHERTY COUNTY, GEORGIA**

\_\_\_\_\_  
WITNESS

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

\_\_\_\_\_  
NOTARY PUBLIC (Seal)

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

(SEAL)

Signed, sealed and delivered in the presence of:

**PROPERTY OWNER**

*Javier Will*  
\_\_\_\_\_  
WITNESS

By: *Robert K. Taylor*  
\_\_\_\_\_  
Robert K. Taylor

*Sheryl Duke*  
\_\_\_\_\_  
NOTARY PUBLIC (Seal)



Return to: Margeson, Flynn & Associates, P.C.  
P.O. Box 768  
Albany, Georgia 31702

DOC# 006731  
FILED IN OFFICE  
10/20/2015 01:27 PM  
BK:4263 PG:220-221  
EVONNE S. MULL  
CLERK OF COURT  
DOUGHERTY COUNTY

Item 6c.

*Evonne S. Mull*  
REAL ESTATE TRANSFER TAX  
PAID: \$49.50

PT-61 047-2015-002199

STATE OF GEORGIA  
COUNTY OF DOUGHERTY

**LIMITED WARRANTY DEED**

THIS INDENTURE, made the 16 day of October, in the year two thousand and fifteen (2015), between:

**CALLAWAY LAND COMPANY,**

a Georgia corporation, as party or parties of the first part, hereinafter called GRANTOR, and

**ROBERT K. TAYLOR**

of the County of Dougherty, State of Georgia, as party or parties of the second part, hereinafter called GRANTEE (the words "GRANTOR" and "GRANTEE" to include their respective heirs, personal representatives, successors and assigns where the context requires or permits).

WITNESSETH that: GRANTOR, for and in consideration of TEN AND NO/100 (\$10.00) DOLLARS AND OTHER VALUABLE CONSIDERATIONS, in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto said GRANTEE all those tracts or parcels of land lying and being in the County of Dougherty, and State of Georgia, and being more particularly described as follows:

**Tract I: All of my undivided interest in and to all that tract or parcel of land situate, lying and being in Land Lot 77 of the Second Land District of Dougherty County, Georgia and being more particularly described as all of Lot 19 consisting of 1.0346 acres more or less of Fieldstone Subdivision according to a map or plat of survey recorded in Plat Book 1D, Page D80A in the Dougherty County, Georgia Superior Court Clerk's Office.**

PAGE TWO - LIMITED WARRANTY DEED

Tract II: All of my undivided interest in and to all that tract or parcel of land situate, lying and being in Land Lot 77 of the Second Land District of Dougherty County, Georgia and being more particularly described as a "Proposed Holding Pond" consisting of 1.5829 acres more or less of Fieldstone Subdivision according to a map or plat of survey recorded in Plat Book 1D Page D84A in the Dougherty County, Georgia Superior Court Clerk's Office.

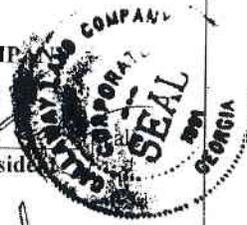
TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining to the only proper use, benefit and behoof of the said GRANTEE, forever in FEE SIMPLE, subject only to the matters set forth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

AND THE SAID GRANTOR promises or covenants to defend title to the property from and against all lawful claims and demands of all persons claiming by, through or under GRANTOR and none other.

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

"GRANTOR"  
CALLAWAY LAND COMPANY

By: John W. Callaway  
John W. Callaway, President



Attest: Brian Serra (Seal)

Signed, sealed and delivered in the presence of:

Hewitt A Reed  
Unofficial Witness

Sworn to subscribed before me this 16 day of October, 2015.

Brian Serra  
Notary Public  
My commission expires: \_\_\_\_\_  
(Impress seal)



This document prepared by:  
Leigh Ann Flynn  
Margeson, Flynn & Associates, P.C.  
P.O. Box 768  
Albany, Georgia 31702  
Telephone: 229.883.5350  
Facsimile: 229.883.5391  
Ga State Bar No.: 470497

DOCM 001747  
FILED IN OFFICE  
3/17/2020 04:29 PM  
BK:4692 PG:91-93  
EVONNE S. MULL  
CLERK OF COURT  
DOUGHERTY COUNTY

Item 6c.

Return to:  
Hall Williamson & Hart, PC  
P.O. Drawer 70639  
Albany, GA 31708

DECLARATION OF PERPETUAL EASEMENTS

STATE OF GEORGIA,  
COUNTY OF DOUGHERTY

CROSS REFERENCE: DEED BOOK 4263, PAGE 220

**THIS DECLARATION OF PERPETUAL EASEMENTS is made and published this 2nd day of March, 2020, by ROBERT K. TAYLOR, OWNER of 1902 Weymouth Drive, (Proposed Drainage Pond), AND BRIJESH PATEL, ADJACENT OWNER of 1900 Weymouth Drive.**

WITNESSETH:

WHEREAS, ROBERT K. TAYLOR, owner of real property located at 1902 Weymouth Drive (Proposed Holding Pond) AND BRIJESH PATEL owner of real property located at 1900 Weymouth Drive, Albany, Georgia upon which improvements are being made so that the Proposed Drainage Pond is now a retention/holding pond (hereinafter known as POND EASEMENT AREA) and, under the description of the Pond Easement Area as a repository for storm water from 1900 Weymouth Drive.

WHEREAS, the purpose of this Declaration of Perpetual Easements is to grant unto any purchaser of 1900 Weymouth Drive and the Proposed Holding Pond, their successors, assigns, mortgagees, if any, as well as all tenants and occupants, as well as to grant unto any purchaser of Proposed Drainage Pond, their successors, assigns, mortgagee, if any, as well as all tenants and occupants, a perpetual non-exclusive easement to make use of the POND EASEMENT AREA, as a repository for stormwater from 1900 Weymouth Drive and the Proposed Drainage Pond, more particularly described as follows:

That 20-foot strip labeled drainage easement, as well as the new/proposed drainage area comprising 1.13 acres, as more particularly shown on that certain plat of survey entitled "Minor Subdivision/Recombination Plat Part Lot 19 Fieldstone Subdivision" drawn by Fenton W. Nash, III, Registered Land Surveyor No. 2829, under date of October 18, 2019, in Plat Book 8, Page 42 in the office of the Clerk of Superior Court of Dougherty County, Georgia.

1900 Weymouth Drive is more particularly described as follows:

All that tract or parcel of land situate, lying and being in Land Lot 77 in the 2<sup>nd</sup> Land District of Dougherty County, Georgia, and being more particularly described as follows: Beginning at a point which is the southeast corner of original Lot 19 of Fieldstone Subdivision according to that certain plat and survey recorded in Plat Book 5, Page 73, (Plat Cabinet 1, Slide B-55) in the Dougherty County, Georgia, Superior Court Clerk's office, and from said point thence run North 85, degrees 28 minutes 03 seconds West a distance of 2.67 feet to a point; from said point thence run North 89 degrees 43 minutes 13 seconds West a distance of 236.10 feet along the north right of way of Gillionville Road to a point; from said point thence run North 49 degrees 43 minutes 35 seconds West a distance of 63.62 feet to a point on the east right of way of Weymouth Drive; from said point thence run along the east right of way of Weymouth Drive North 00 degrees 50 minutes 53 seconds East a distance of 120.25 feet to a point; from said point thence continue along the east right of way of Weymouth Drive North 01 degrees 15 minutes 28 seconds East a distance of 69.13 feet to a point; from said point thence run South 89 degrees 00 minutes 07 seconds East 16.00 feet to a point; from said point thence run South 89 degrees 00 minutes 07 degrees East 271.55 feet to a point; from said point thence run South 00 degrees 43 minutes 12 seconds West a distance of 68.88 feet to a point; from said point thence run South 00 degrees 57 minutes 34 seconds West a distance of 157.98 feet to a point on Gillionville Road, said point being the Point of Beginning.

The above described property comprises 1.49 acres, more or less, and is shown on that certain plat and survey entitled "Minor Subdivision Recombination Plat - Part Lot 19 Fieldstone Subdivision" drawn by Fenton W. Nash, III, Registered Land Surveyor No. 2829, under survey date of October 18, 2019, and recorded in Plat Book 8, Page 38 in the office of the Clerk of Superior Court of Dougherty County, Georgia.

1902 Weymouth Drive (The Proposed Drainage Pond) is described as follow:

All of the "proposed holding pond" for "Minor Subdivision Recombination Plat - Part Lot 19 Fieldstone Subdivision" drawn by Fenton W. Nash, III, Registered Land Surveyor No. 2829, under survey date of October 18, 2019, and recorded in Plat Book 8, Page 38 in the office of the Clerk of Superior Court of Dougherty County, Georgia

NOW THEREFORE, in consideration of the benefits accruing and flowing to 1900 Weymouth Drive and the Proposed Holding Pond from these easements and \$1.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged; the undersigned, individually for themselves and their assigns do hereby agree that the POND EASEMENT AREA shall constitute an appurtenance to 1900 use in common of the POND EASEMENT AREA as a repository for stormwater.

This Declaration and Perpetual Easement constitutes a covenant running with and benefitting 1900 Weymouth Drive and the Proposed Holding Pond and burdening the POND EASEMENT AREA.

The rights, benefits, privileges, and easement granted herein are for the purpose of the perpetual use and enjoyment of a stormwater management facility and all appurtenant facilities to convey stormwater runoff from 1900 Weymouth Drive and the Proposed Holding Pond to be transported and to be stored in the POND EASEMENT AREA together with the right to perform such excavation, grading and maintenance activities necessary or incidental thereto. The easement granted herein shall include all rights, benefits, privileges, and easements necessary or convenient for the full enjoyment and use of the POND EASEMENT AREA for the purposes described herein and shall include the necessary easements and rights for ingress and egress over the POND EASEMENT AREA.

The rights granted herein are not intended and shall not be construed as dedication for public use.

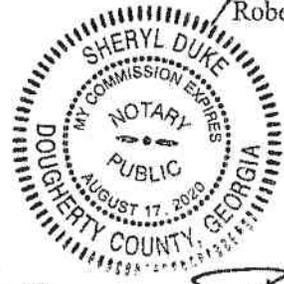
Each of the undersigned represent they have the full power and capacity to make, enter into, and carry out the terms of this agreement.

Signed, sealed and delivered this 2nd day of March, 2020, in the presence of:

Brenda Jackson  
Witness

Robert K. Taylor  
Robert K. Taylor (Seal)

Sheryl Duke  
Notary Public (Seal)



Signed, sealed and delivered this 2nd day of March, 2020, in the presence of:

Brenda Jackson  
Witness

Brijesh Patel  
Brijesh Patel (Seal)

Sheryl Duke  
Notary Public (Seal)



RETURN TO:  
DOUGHERTY COUNTY PUBLIC WORKS  
2038 NEWTON ROAD  
ALBANY, GEORGIA 31701

*CLerk: please cross  
reference to Deed  
Book 4668, Page 40*

**STORMWATER FACILITY MAINTENANCE AGREEMENT**

THIS AGREEMENT, made and entered into this 29 day of January, 2019, by and between (Insert Full Name of Owner Jessie H. Boyd (Boyd EA LLC)) hereinafter called the "Landowner", and Dougherty County, hereinafter called the "County".

WITNESSETH, that

WHEREAS, the Landowner is the owner of certain real property described as (Tax Map/Parcel Identification Number) 00158/00001/001 as recorded by deed in the land records of Dougherty County, Georgia, Deed Book 4668 Page 40, hereinafter called the "Property".

WHEREAS, the Landowner is proceeding to build on and develop the property; and

WHEREAS, the Site Plan/Subdivision Plan known as Site Improvements For Boyd EA LLC (Name of Plan/Development) hereinafter called the "Plan", which is expressly made a part hereof, as approved or to be approved by the County, provides for detention of stormwater within the confines of the property; and

WHEREAS, the County and the Landowner, its successors and assigns, including any homeowners association, agree that the health, safety, and welfare of the residents of Dougherty County, Georgia, require that on-site stormwater management facilities be constructed and maintained on the Property; and

WHEREAS, the County requires that on-site stormwater management facilities as shown on the Plan be constructed and adequately maintained by the landowner, its successors and assigns, including any homeowners association.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. The on-site stormwater management facilities shall be constructed by the Landowner, its successors and assigns, in accordance with the plans and specifications identified in the Plan.

2. The Landowner, its successors and assigns, including any homeowners association, shall adequately maintain the stormwater management facilities. This includes all pipes, channels or other conveyances built to convey stormwater to the facility, as well as all structures, improvements and vegetation provided to control the quantity and quality of the stormwater. Adequate maintenance is herein defined as good working condition so that these facilities are performing their design functions.
3. The Landowner, its successors and assigns, shall inspect the stormwater management facility annually and shall keep records of the inspection. The purpose of the inspection is to assure safe and proper functioning of the facilities. The inspection shall cover the entire facilities, berms, outlet structure, pond areas, access roads, etc. Deficiencies shall be noted in the inspection report.
4. The Landowner, its successors and assigns, hereby grant permission to the County, its authorized agents and employees, to enter upon the Property and to inspect the stormwater management facilities as the County deems appropriate. If the County determines that repairs are required, the County shall provide the Landowner, its successors and assigns, copies of the inspection findings and a directive to commence with the repairs.
5. In the event the Landowner, its successors and assigns, fails to maintain the stormwater management facilities in good working condition acceptable to the County, the County may enter upon the Property and take whatever steps necessary to correct deficiencies identified in the inspection report and to charge the costs of such repairs to the Landowner, its successors and assigns. This provision shall not be construed to allow the County to erect any structure of permanent nature on the land of the Landowner outside of the easement for the stormwater management facilities. It is expressly understood and agreed that the County is under no obligation to routinely maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the County.
6. The Landowner, its successors and assigns, will perform the work necessary to keep these facilities in good working order as appropriate. In the event a maintenance schedule for the stormwater management facilities (including sediment removal) is outlined on the approved plans, the schedule will be followed.
7. In the event the County pursuant to this agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Landowner, its successors and assigns, shall reimburse the County upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the County hereunder.
8. Landowner, as well as its successors and assigns, agrees to indemnify and hold harmless the County, its agents, officers and employees (individually and collectively), their successors and assigns, with respect to all claims, demands or liability for any injuries to any person (including death) or damage to property, arising out of or in any way connected with the Landowner's activity at the

stormwater management facility. The Landowner shall defend against such claims and pay all expenses of such defense, including reasonable attorney fees and all judgments based thereon. This indemnity extends to any alleged negligence of Landowner in the design or operation of stormwater management facility. This indemnity does not extend to any damage, injury or loss due to the sole negligence of the County.

- 9. This Agreement shall be recorded among the land records of Dougherty County, Georgia, and shall constitute a covenant running with the land, and shall be binding on the Landowner, its administrators, executors, assigns, heirs and any other successors in interests, including any homeowners association.

WITNESS the following signatures and seals pursuant to proper authority.

Signed, sealed and delivered in the presence of:

DOUGHERTY COUNTY, GEORGIA

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

WITNESS \_\_\_\_\_

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

NOTARY PUBLIC My commission expires: \_\_\_\_\_

(SEAL)

Signed, sealed and delivered in the presence of:

BOYA EA, LLC Company/Corporation/Partnership Name (Seal)

By: J. H. Boyl

WITNESS \_\_\_\_\_

Attest: Carol R. Boyl

[Signature]  
NOTARY PUBLIC  
My commission expires: \_\_\_\_\_  


(SEAL)

DOCH 007966  
FILED IN OFFICE  
12/26/2019 04:32 PM  
BK:4668 PG:40-45  
EVONNE S. MULL  
CLERK OF COURT  
DOUGHERTY COUNTY

REAL ESTATE TRANSFER  
TAX PAID: \$47.30

PT-61 047-2019-002959

1208.035

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

**LIMITED WARRANTY DEED**

GEORGIA, DOUGHERTY COUNTY.

THIS INDENTURE, made this 13<sup>th</sup> day of December, in the year Two Thousand Nineteen (2019), between **Fleming Road Properties, LLC, a Georgia limited liability company**, as Party of the First Part, hereinafter called "Grantor", and **Boyd EA, LLC, a Georgia limited liability company**, as Party of the Second Part, hereinafter called "Grantee" (the words "Grantor" and "Grantee" to include their legal representatives, heirs, successors and assigns where the context requires or permits).

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

All that tract or parcel of land lying and being in Land Lot 166 of the First Land District of Dougherty County, Georgia, and being more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes.

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

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

Limited Warranty Deed  
Page 2

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

IN WITNESS WHEREOF, the Grantor has hereunto set their hands and affixed their seals seal, on the day and year first above written.

FLEMING ROAD PROPERTIES, LLC,  
A GEORGIA LIMITED LIABILITY COMPANY

By: William Lawrence Walden (SEAL)  
William Lawrence Walden, Manager

Signed, sealed and delivered,  
this 12th day of December,  
2019, in the presence of:

Heather Helder  
UNOFFICIAL WITNESS

Wan n. my  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

R:\Real Estate Albany 2019\Boyd-1208.025-Jim\LD.docx



Limited Warranty Deed – Continuation of Signatures  
Page 3

FLEMING ROAD PROPERTIES, LLC,  
A GEORGIA LIMITED LIABILITY COMPANY

By: Marc McAfee (SEAL)  
Marc McAfee, Manager

Signed, sealed and delivered,  
this 10th, December,  
2019, in the presence of:

[Signature]

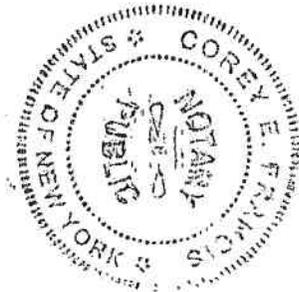
UNOFFICIAL WITNESS

[Signature]

NOTARY PUBLIC

My Commission Expires: 11/13/2021

COREY E. FRANKS  
Notary Public, State of New York  
No. 6796841 PPS  
Qualified in Westchester County  
Certificate Filed in New York County  
Commission Expires 11/13/21



Limited Warranty Deed – Continuation of Signatures  
Page 4

FLEMING ROAD PROPERTIES, LLC,  
A GEORGIA LIMITED LIABILITY COMPANY

By: Chase Harvard (SEAL)  
Chase Harvard, Manager

Signed, sealed and delivered,  
this 17<sup>th</sup> day of December,  
2019, in the presence of:

Heather Kelly  
UNOFFICIAL WITNESS

Wallace D. Bonner, Jr.  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

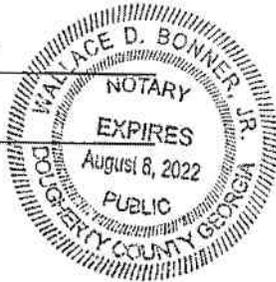


Exhibit "A"

All that certain tract or parcel of land lying and being in a portion of Land Lot 166 of the 1<sup>st</sup> Land District in Dougherty County, Georgia, and being more particularly described as follows:

Commence at a point where the south line of Land Lot 166 intersects the east Right-of-Way of Pecan Lane and run along the east Right-of-Way of Pecan Lane N 00 degrees 00' 43" E for a distance of 365.68 feet to a point which is the Point of Beginning; from this Point of Beginning continue along the East Right of Way of Pecan Lane North 00 degrees 00' 43" E for a distance of 100 feet to a point; thence run N 89 degrees 56' 08" E for a distance of 300.39 feet to a point; thence run N 01 degrees 50' 33" W for a distance of 232.47 feet to a point; thence run N 00 degrees 04' 09" E for a distance of 233.31 feet to a point; thence run N 89 degrees 59' 52" E for a distance of 1642.19 feet to a point which is located on the Southwest Right of Way of Georgia Northern Railway Company; thence run along the Southwest Right of Way of Georgia Northern Railway Company S37 degrees 37' 21" E for a distance of 711.31 feet to a point; thence run S 89 degrees 56' 08" W for a distance of 2369.64 feet to a point which is located on the East Right of Way of Pecan Lane and is the Point of Beginning. Said Tract is more particularly shown and delineated on that certain Plat of Survey entitled "Minor Subdivision Plat, Fleming Road Properties, LLC and Boyd EA, LLC", dated October 3, 2019 as shown on Exhibit "B" attached hereto and incorporated herein for all purposes.



# American Recovery Plan Act (ARPA)

## Dougherty County Proposed Spending Plan (\$17 Million Recovery Funds)

Item 6d.

PHASE I: Proposed Project Summary for Tranche 1 of 2- \$8.5M (Tranche 1 – Received May 2021/ Tranche 2 – May 2022)					
<b>Eligible Uses:</b>					
1) Support Public Health Response 2) Address Negative Economic Impacts 3) Premium Pay for Essential Workers 4) Payroll Expenses for Public Health & Public Safety Employees			5) Replace Public Sector Revenue Loss 6) Water, Sewer and Broadband Infrastructure		
PRIORITY 1: ADMINISTRATION (Essential Business Operations)					
Proposed Project	Eligibility Reference	FY 22 Proposed Cost	FY 23 Proposed Cost	FY 24 Proposed Cost	FY 22-24 Proposed Cost
Premium Pay Raise <i>(Public Safety – GF)</i>	3	\$2,546,058	\$2,546,058	\$2,546,058	
Premium Pay Raise <i>(Public Safety – SSD)</i>	3	\$406,362	\$406,362	\$406,362	
Premium Back Pay (\$1K Per Employee)	3		\$650,000		
Consultants	1	\$50,000	\$50,000	\$50,000	
Employee Vaccination Incentives (\$300)	1	\$300,000			
Incentive Based COVID Vaccine Event <i>(Dougherty Residents)</i>	1	\$400,000			
Family First Corona Virus Response Act (FFCRA) <i>(Pd. Sick/Family/Med)</i>	1	\$200,000	\$200,000	\$100,000	
Health Plan COVID Costs	1	\$1,500,000	\$1,000,000	\$500,000	
COVID PPE	1	\$120,000	\$120,000	\$120,000	
Technology (Computers, Software & Radios)	1	\$756,077	\$100,000	\$100,000	
Broadband (20% Match)	7	\$1,001,346			
Contingency		\$100,157			
<b>TOTAL PRIORITY 1: ADMINISTRATION (86.8%) (Essential Business Operations)</b>					<b>\$7,380,000</b>

<b>PRIORITY 2: DEPARTMENTS</b> (Essential Public Service Delivery)					
Department/ Proposed Projects	Eligibility Reference	FY 22 Proposed Cost	FY 23 Proposed Cost	FY 24 Proposed Cost	FY 22-24 Proposed Cost
Judicial (DA's Office)	1	\$100,000	\$250,000	\$250,000	
Public Library (Mobile Library)	1	\$400,000			
Health Department	1	\$300,000			
		<b>\$800,000</b>	<b>\$250,000</b>	<b>\$250,000</b>	<b>\$1,300,000</b>
<b>TOTAL PRIORITY 2: DEPARTMENTS ONLY (9.4%)</b> (Essential Public Service Delivery)					<b>\$800,000</b>
<b>OTHER CONSIDERATIONS</b>					
Commissioners	Proposed Project Description		Proposed Cost	Eligibility Reference	
<b>Commissioner Jones</b>					
	Youth Aides and Internships to work in various department of County Govt. during summers and other school breaks				
	Housing				
<b>Commissioner Edwards</b>					
	Youth Job Training & Apprenticeship w/ County Govt.				
	Small Business Loans to Businesses				
	Homeless Programs w/ Day Services (Living Space Improvements)				
<b>Commissioner Gaines</b>					
	Overall Goal is to Stabilize Budget on the Revenue and Cost Sides of Operations by:				
	Addressing Service Cost Increases to the County due to COVID, to include:				
	1. Building Modifications 2. Health Benefits 3. Overtime, Sick Pay and Quarantine Leave 4. Public Safety (e.g., Jail)				
	Address Revenue Losses due to COVID, to include the Criminal Justice System, Sales Taxes, etc.				
	Continue Vaccine Incentives to citizens for both health and economic benefits				
	Working in Partnership with a Nonprofit to address Homelessness				
<b>TOTAL PRIORITY 2: DEPARTMENTS &amp; OTHER CONSIDERATIONS</b>					<b>N/A</b>

Item 6d.

<b>PRIORITY 3: COMMUNITY SERVICE PROGRAMS</b> <b>(Addressing Critical Community Impact/Needs)</b>					
Community Stakeholder/ Proposed Project	Eligibility Reference	FY 22 Proposals	FY 23 Proposals	FY 24 Proposals	FY 22-24 Totals
Housing (TBD)	2	\$320,000			
Phoebe Workforce Development	2		\$190,000		
Phoebe Behavioral Health Services	2		\$250,000	\$250,000	
Albany Community Together (ACT) Small Business Assistance: Access to Capital, Financial Health Assessments, and Other Needs to Address Negative Impact of COVID <b>NOTE:</b> Request was for \$1-3M/ (Est. of \$1.5 Included)	2		\$500,000	\$500,000	
ASPIRE Field Case Mgmt. Services	2		\$151,674		
		\$320,000	\$1,091,674	\$750,000	\$2,161,674
<b>TOTAL PRIORITY 3: COMMUNITY SERVICE PROGRAMS (3.8%)</b> (Addressing Critical Community Impact/Needs)					\$320,000
<b>TOTAL ALL PROPOSED PROJECTS: FY 22</b>					\$8,500,000
<b>TOTAL ALL PROPOSED PROJECTS: FY 22-24</b>					\$19,736,514 (\$2,736,514)



BLASINGAME › BURCH › GARRARD & ASHLEY, P.C.  
Attorneys at Law

W. SEABORN ASHLEY  
1947-2001

J. RALPH BEAIRD  
1925-2014

GARY B. BLASINGAME  
of counsel

E. DAVISON BURCH  
of counsel

LEANNA B. PITTARD  
of counsel

HENRY G. GARRARD III

ANDREW J. HILL III

THOMAS H. ROGERS JR.

MICHAEL A. MORRIS

JAMES B. MATTHEWS III

RICHARD W. SCHMIDT

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1021 Parkside Commons, Suite 104  
Greensboro, GA 30642  
Phone 706.453.7139  
Fax 706.453.7842

PLEASE REPLY TO  
ATHENS ADDRESS

**Andrew J. Hill III**  
Email address: [ahill@bbga.com](mailto:ahill@bbga.com)

November 5, 2021

**Via Email**  
Dougherty County, Georgia

**Re: *In Re: National Prescription Opiate Litigation***  
Case No. 1:17-mdl-2804, United States District Court for the Northern  
District of Ohio, Eastern Division (Hon. Dan A. Polster)

Dear Client:

Earlier this year, opioid distributor defendants McKesson Corporation, AmerisourceBergen Corporation, and Cardinal Health, Inc., and opioid manufacturer defendants Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc. (collectively the “Settling Defendants”) reached separate settlement frameworks (referred to as the “National Distributor Settlement” and the “J&J Settlement”) with certain states and local government entities for a collective \$26 billion. The National Distributor and J&J Settlements are attached for your review and more information regarding these settlements can be found at <https://nationalopioidsettlement.com/>.

In order for the National Distributor and J&J Settlements to become effective, enough states and local government entities must agree to participate in the settlements. If, in the Settling Defendants’ discretion, not enough states and local government entities agree to participate in the settlements, the Settling Defendants can back out of the settlements, the settlements will not become effective, and litigation against the Settling Defendants will continue in *In Re: National Prescription Opiate Litigation*, MDL 2804 (the “MDL”).

The National Distributor and J&J Settlements have widespread support from the Plaintiffs’ Executive Committee, which represents the interests of local governments and leads the MDL, and the MDL Judge. The National Distributor and J&J Settlements also have widespread support in the State of Georgia, including from Governor Brian Kemp, Attorney General Chris Carr, and attorneys representing all of the other Georgia litigating cities, counties, sheriffs, and hospital authorities. We believe the National Distributor and J&J Settlements are the best way to maximize recovery to the State of Georgia and Georgia local government entities from the Settling Defendants and ensure that resources flow, particularly sooner rather than later, to local governments to abate the opioid epidemic.

In anticipation of the National Distributor and J&J Settlements, which have been the subject of negotiations since October 2019, there have been discussions concerning how to allocate settlement funds between the State of Georgia and Georgia local government entities. We have been actively involved in these discussions and the resultant Memorandum of Understanding (“MOU”) between the State of Georgia and Certain Local Government Entities. A copy of the MOU, which only concerns the National Distributor and J&J Settlements and does not impact any claims you have pending against other defendants in the MDL, is attached for your review.<sup>1</sup> A copy of the represented local government entities involved in the MOU is also attached.

The purpose of the MOU is to maximize the monetary recovery from the National Distributor and J&J Settlements to the State of Georgia and local government entities and to memorialize an agreement between the State of Georgia and certain Georgia local government entities regarding how settlement funds will be distributed intrastate before the State of Georgia officially joins the National Distributor and J&J Settlements. We believe your agreeing to the MOU is in your best interests and in the best interests of all our clients.

Section III of the MOU describes how funds allocated to Georgia by the National Distributor and J&J Settlements will be allocated intrastate. At least 70% of the funds must be used for future abatement purposes.

Participating Local Governments will receive 25% of the funds allocated to Georgia under the National Distributor and J&J Settlements. Those funds will be paid to the national Settlement Administrator and distributed in accordance with the conditions in the settlements and the additional conditions contained in Section III of the MOU. Section III provides that: (1) if a county who is a Participating Local Government has a sheriff who is listed as a Litigating Subdivision in Exhibit C of the National Distributor Settlement, at least 9.45% of the funds paid to the county will be allocated to the county’s sheriff; (2) if a county who is a Participating Local Government has a hospital that is listed as a Litigating Subdivision in Exhibit C of the Distributor Settlement Agreement, at least 2% of the funds paid to the county will be allocated to the hospital; and (3) if a county who is a Participating Local Government has a school district that is listed as a Litigating Subdivision in Exhibit C of the National Distributor Settlement, at least 1% of the funds paid to the county will be allocated to the school district.

It is not possible for us to provide a precise amount of recovery for each local government entity under the MOU. Many variables, including nationwide levels of participation among states and local government entities, will impact the amount of money the State of Georgia will receive under the National Distributor and J&J Settlements and, therefore, the amount of money that will be allocated to local governments subject to the provisions of the MOU. However, we are working with individuals who have created recovery models, and have been appointed by the MDL Judge

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<sup>1</sup> Please be aware that, as discussed in Section VI of the MOU, the MOU is conditioned on the passage of a “Litigation Bar” (a prohibition of litigation against the Settling Defendants for claims released in the settlement agreements) by the General Assembly and approval of the same by the Governor. Although we anticipate a Litigation Bar being passed and approved, the MOU will become null and void if a Litigation Bar is not enacted by July 15, 2023.

to create recovery models under the settlements, to provide a range of recovery for each of our clients.

The State of Georgia will receive 75% of the funds allocated to Georgia by the National Distributor and J&J Settlements. At least 40% of the State's share will be expended on a regional basis, which will benefit you and all other local government entities. As detailed in Section III of the MOU, the State of Georgia will be divided into Regions at a future date. Funds will be distributed to each Region based on an assigned regional allocation percentage. The original regional allocation percentage will be based on the Negotiation Class Allocation Model, which is based on the following: (1) opioid use disorder cases; (2) overdose deaths; and (3) the number of opioids distributed at the county level. The Negotiation Class Allocation Map, which includes calculations for each county in the United States, can be found here: <https://allocationmap.iclaimsonline.com/>.<sup>2</sup> Following the original regional allocation percentages calculated using the Negotiation Class Allocation Model, the regional allocation percentages will be recalculated every three years based on the following metrics: (1) number of fatal opioid overdoses within the Region; (2) non-addiction treatment morphine milligram equivalents (MME) shipped into the Region; and (3) addiction treatment MME shipped into the Region.

**We recommend that you agree to be bound by the MOU, which has the unanimous support of attorneys representing all of the Georgia litigating local government entities, and agree to participate in the National Distributor and J&J Settlements for the following reasons:**

1. Maximize your recovery. The National Distributor and J&J Settlements are dependent on levels of participation by states and local government entities. Your participation is critical to these settlements becoming effective. Further, the incentives built into the settlements reward higher rates of participation with accelerated and larger payments. We believe that the settlements and the MOU are the best way to maximize the recovery for the State of Georgia, you, and all of the Georgia litigating local government entities from the Settling Defendants.

2. You do not want to be on the outside looking in. The National Distributor and J&J Settlements have the support of the Plaintiffs' Executive Committee, the MDL Judge, and all of the attorneys representing Georgia litigating local government entities, and we expect that all litigating local government entities will elect to participate in the settlements, as they did when the Negotiation Class was an available option in 2019. Being one of the few local government entities that does not participate in the settlements may result in your claims being overlooked or ignored by the Settling Defendants, significantly delay or eliminate the opportunity for pre-trial resolution of your claims against the Settling Defendants, and risk your claims being subject to state legislated litigation bars or additional bankruptcies.

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<sup>2</sup> As you recall, you previously agreed to the Negotiation Class Allocation Model when you opted to join the Negotiation Class in 2019. Although certification of the Negotiation Class was reversed by the Sixth Circuit, and the Negotiation Class is no longer being used as a settlement vehicle, the Negotiation Class Allocation Model is still being utilized to allocate settlement funds.

3. Reduce your workload. All non-trial track cases in the MDL, including your case, have been stayed. Accordingly, your involvement in this litigation has largely been your cooperation in the Plaintiff Fact Sheet process and you have not had to devote significant time to fact discovery or expert hiring and discovery. However, if you decide not to participate in the National Distributor and J&J Settlements, the Court has ordered that the stay of your case be partially lifted – the “Non-Participating Subdivision” case management order partially lifts the MDL stay for subdivisions who decline to participate in the settlements and sets deadlines for completing updated Plaintiff Fact Sheets, producing documents, identifying suspicious orders, identifying experts, and providing a detailed explanation of the damages, abatement, and other relief sought. (Doc. 3795). The Court’s order sends a strong message to local government entities that don’t participate in the settlements. You should expect to devote hundreds of hours to discovery, document production, experts, depositions, and damages calculations next year if the stay of your case is partially lifted. Consider whether this is feasible for you.

4. Attorneys’ Fees and Costs. Under the National Distributor and J&J Settlements, attorneys can seek fees from a separate Contingency Fee Fund, which will be administered by a Fee Panel, if they waive their contingency fee agreements with their clients. If attorneys seek to enforce their contingency fee agreements, their fees will be capped at 15%. (Doc. 3814). The intent of the Contingency Fee Fund is to maximize the recovery of participating states and local governments. Assuming the settlements go into effect, and you participate in the settlements, we intend to seek fees from the Contingency Fee Fund and waive our contingency fee contract.

Under the National Distributor and J&J Settlements, attorneys can also seek reimbursement of litigation costs from a separate Litigating Subdivision Cost Fund, which will be administered by the Cost and Expense Fund Administrator. Like the Contingency Fee Fund, the Litigating Subdivision Cost Fund is intended to maximize the recovery of participating states and local governments. Assuming the settlements go into effect, and you participate in the settlements, we intend to seek reimbursement of the costs associated with your case from the Litigating Subdivision Cost Fund.

At this time, we cannot provide an estimate on the amount of fees or costs that may be awarded given the multiple variables involved, including the level of participation in the settlement agreements, the number of firms that may apply to the funds, and the discretion of the panel/administrator in making any fee or cost awards. However, a detailed discussion of the attorneys’ fees and costs funds set up by the settlement agreements can be found in Exhibit R to the National Distributor and J&J Settlements.

In accordance with Section VII of the MOU, a local fee fund called the Local Government Cost and Fee Fund will also be established for attorneys representing participating Georgia local government entities. The Local Government Cost and Fee Fund is the local fund from which we intend to seek fees and costs for our work. As provided in Section VII, participation in the local fund requires us to waive enforcement of our contingency fee agreements with our clients, seek fees from the national funds discussed above, and not collect more for our work than we would under our contingency fee agreements. Again, at this time, we cannot provide an estimate on the amount of fees or costs that may awarded from the Local Government Cost and Fee Fund given the multiple variables involved.

We recommend that you agree to be bound by the MOU and participate in the National Distributor and J&J Settlements. For your convenience, we have included a draft resolution for you to agree to be bound by the MOU and participate in the National Distributor and J&J Settlements. The following documents, which are attached as exhibits to the resolution, will need to be executed by a duly-authorized representative:

1. **Exhibit A**: Acknowledgment and Agreement To Be Bound By Memorandum of Understanding;
2. **Exhibit B**: Subdivision Distributor Settlement Participation Form; and
3. **Exhibit C**: Janssen Settlement Participation Form.

**Upon receipt of this letter, please advise us of the date of the meeting where the resolution will be considered.**

If you agree to be bound by the MOU and participate in the National Distributor and J&J Settlements, please send us a copy of the resolution and executed Exhibits A, B, and C by **December 8, 2021**. It is critical that we receive these documents by **December 8, 2021** because the State of Georgia will not join the National Distributor and J&J Settlements until it receives acknowledgments from all of the Georgia litigating local government entities. If the State of Georgia does not join the settlements, Georgia local government entities will not have the option to participate in the \$26 billion National Distributor and J&J Settlements.

If you do not want to be bound by the MOU, and do not intend to participate in the National Distributor and J&J Settlements, you must contact me at [ahill@bbga.com](mailto:ahill@bbga.com) or 706-354-4000 by **November 22, 2021**.

If you have questions, please feel free to contact me.

Sincerely,

*/s/ Andrew J. Hill III*

Andrew J. Hill III

AKH/AJH/slh  
Enclosures

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF DOUGHERTY COUNTY, GEORGIA (“COUNTY”) AGREEING TO BE BOUND BY THE MEMORANDUM OF UNDERSTANDING BETWEEN THE STATE OF GEORGIA AND CERTAIN LOCAL GOVERNMENT ENTITIES CONCERNING THE NATIONAL DISTRIBUTOR AND J&J SETTLEMENTS AND DIRECTING THE EXECUTION OF THE “ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND BY MEMORANDUM OF UNDERSTANDING,” “SUBDIVISION DISTRIBUTOR SETTLEMENT PARTICIPATION FORM,” AND “JANSSEN SETTLEMENT PARTICIPATION FORM.”**

WHEREAS, the County initiated litigation against certain manufacturers and distributors of prescription opioids in *In re: National Prescription Opiate Litigation*, MDL 2804, to hold them accountable for the opioid epidemic and to seek equitable and monetary relief;

WHEREAS, opioid distributor defendants McKesson Corporation, AmerisourceBergen Corporation, and Cardinal Health, Inc. (“Settling Distributors”), and opioid manufacturer defendants Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc. (“J&J”) have separately reached settlement frameworks (otherwise known as the “National Distributor Settlement” and “J&J Settlement”) with certain states and local government entities that the State of Georgia and Georgia’s local government entities have the option to join;

WHEREAS, the State of Georgia and certain Georgia local government entities seek to enter a Memorandum of Understanding that would enable them to join the National Distributor and J&J Settlements and maximize the recovery to the State of Georgia and Georgia local government entities from those settlements; and

WHEREAS, the County desires to agree to be bound by the Memorandum of Understanding and to participate in the National Distributor and J&J Settlements.

NOW, THEREFORE, BE IT RESOLVED BY THE DOUGHERTY COUNTY BOARD OF COMMISSIONERS, AS FOLLOWS:

Section 1. The County Board of Commissioners, as the governing body of the County, hereby agrees to be bound by the Memorandum of Understanding between the State of Georgia and certain Georgia local government entities concerning the National Distributor and J&J Settlements.

Section 2. The County Board of Commissioners, as the governing body of the County, hereby agrees to participate in the National Distributor and J&J Settlements.

Section 3. The County Board of Commissioners hereby appoints \_\_\_\_\_ as the duly-appointed representative of the County for the purposes of agreeing to be bound by the Memorandum of Understanding and participating in the National Distributor and J&J Settlements.

Section 4. The County Board of Commissioners directs the duly-appointed representative of the County to execute the “ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND BY MEMORANDUM OF UNDERSTANDING,” attached hereto and incorporated herein as **Exhibit A**.

Section 5. The County Board of Commissioners directs the duly-appointed representative of the County to execute the “Subdivision Distributor Settlement Participation Form,” attached hereto and incorporated herein as **Exhibit B**.

Section 6. The County Board of Commissioners directs the duly-appointed representative of the County to execute the “Janssen Settlement Participation Form,” attached hereto and incorporated herein as **Exhibit C**.

Section 7. If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

Section 8. This Resolution shall be in full force and effect from and after its adoption as provided by law.

This Resolution was introduced, seconded and adopted at a duly convened meeting of the Dougherty County Board of Commissioners, held on \_\_\_\_\_, 2021.

\_\_\_\_\_  
Chairman, Board of Commissioners

ATTEST:

\_\_\_\_\_  
County Attorney

**EXHIBIT "A"**

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Acknowledgment and Agreement to Be Bound By Memorandum of Understanding

**EXHIBIT 1**

**ACKNOWLEDGEMENT AND AGREEMENT  
TO BE BOUND BY MEMORANDUM OF UNDERSTANDING**

WHEREFORE, the undersigned, as a duly-appointed representative of the below-referenced entity, acknowledges the following:

- Dougherty County, Georgia has received the State of Georgia and Local Governments: Memorandum of Understanding Concerning National Distributor and Johnson & Johnson Opioid Settlements.
- The undersigned is a duly-appointed representative of Dougherty County, Georgia, and has the authority to execute this document and bind Dougherty County, Georgia to the Memorandum of Understanding.
- Dougherty County, Georgia is either represented by legal counsel, or has the ability to obtain advice from legal counsel, concerning the contents and implication of the Memorandum of Understanding.
- The undersigned, on behalf of Dougherty County, Georgia understands and acknowledges the terms of the Memorandum of Understanding, and Dougherty County, Georgia, agrees to be bound by its terms.
- No party is under duress or undue influence.

/s/ \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Entity Dougherty County, Georgia

**EXHIBIT “B”**

---

Subdivision Distributor Settlement Participation Form

**Subdivision Distributor Settlement Participation Form**

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 (“*Distributor Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Distributor Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Distributor Settlement, understands that all terms in this Participation Form have the meanings defined therein, and agrees that by signing this Participation Form, the Governmental Entity elects to participate in the Distributor Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, secure the dismissal with prejudice of any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Distributor Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Distributor Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Distributor Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Distributor Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Distributor Settlement.

7. The Governmental Entity has the right to enforce the Distributor Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Distributor Settlement, including, but not limited to, all provisions of Part XI, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Distributor Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Distributor Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Distributor Settlement.
10. In connection with the releases provided for in the Distributor Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Distributor Settlement.

- 11. Nothing herein is intended to modify in any way the terms of the Distributor Settlement, to which Governmental Entity hereby agrees. To the extent this Participation Form is interpreted differently from the Distributor Settlement in any respect, the Distributor Settlement controls.
  
- 12. The effective date of this Participation Form shall be the date on which the State of Georgia enters into the Distributor Settlement. In the event that the State of Georgia elects not to enter into the Distributor Settlement, this Participation Form shall be null and void and shall confer no rights or obligations on the State of Georgia, the Released Entities (as defined in the National Settlement Agreement dated July 21, 2021), or the Governmental Entity.

I have all necessary power and authorization to execute this Participation Form on behalf of the Governmental Entity.

Signature: \_\_\_\_\_

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

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

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

**EXHIBIT “C”**

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Janssen Settlement Participation Form

**Janssen Settlement Participation Form**

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“Governmental Entity”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 (“Janssen Settlement”), and acting through the undersigned authorized official, hereby elects to participate in the Janssen Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Janssen Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Janssen Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Janssen Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Janssen Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Janssen Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Janssen Settlement.
7. The Governmental Entity has the right to enforce the Janssen Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Janssen Settlement, including but not limited to all provisions of Section IV (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Janssen Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Janssen Settlement shall be a complete bar to any Released Claim.
9. In connection with the releases provided for in the Janssen Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Janssen Settlement.

10. Nothing herein is intended to modify in any way the terms of the Janssen Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Janssen Settlement in any respect, the Janssen Settlement controls.

11. The effective date of this Participation Form shall be the date on which the State of Georgia enters into the Janssen Settlement. In the event that the State of Georgia elects not to enter into the Janssen Settlement, this Participation Form shall be null and void and shall confer no rights or obligations on the State of Georgia, the Released Entities (as defined in the National Settlement Agreement dated July 21, 2021), or the Governmental Entity.

I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: \_\_\_\_\_

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

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

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

Joint Board of Adjustments & Appeals

Incumbents

Stephen Dew

Ronald Smith

No new applicant

2

Item 7a.



October 21, 2021

Jawahn Ware, County Clerk  
Dougherty County Board of Commissioners  
222 Pine Avenue, Suite 540  
Post Office Box 1827  
Albany, Georgia 31702-1827

RE: Ronald Smith  
Joint Board of Adjustments and Appeals

Dear Mrs. Ware:

We received your letter dated October 20, 2021, concerning the reappointment of Ronald Smith to the Joint Board of Adjustments and Appeals.

Mr. Smith is in good standing with the Joint Board of Adjustments and Appeals. We look forward to continuing to work with him throughout a possible next term.

Please let me know if there is anything else you need from us.

Sincerely,

  
Paul Forgey

PF/dc

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Item 7a.



October 21, 2021

Jawahn Ware, County Clerk  
Dougherty County Board of Commissioners  
222 Pine Avenue, Suite 540  
Post Office Box 1827  
Albany, Georgia 31702-1827

RE: Stephen Dew  
Joint Board of Adjustments and Appeals

Dear Mrs. Ware:

We received your letter dated October 20, 2021, concerning the reappointment of Stephen Dew to the Joint Board of Adjustments and Appeals.

Mr. Dew is in good standing with the Joint Board of Adjustments and Appeals. We look forward to continuing to work with him throughout a possible next term.

Please let me know if there is anything else you need from us.

Sincerely,

  
Paul Forgey

PF/dc

74b

Item 7a.

Air Conditioning, Heating & Ventilation Board

Incumbents

Thomas Driggers

Clint Newsome

Clifford Tolbert

No new applicants

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Item 7a.

7



October 21, 2021

Jawahn Ware, County Clerk  
Dougherty County Board of Commissioners  
222 Pine Avenue, Suite 540  
Post Office Box 1827  
Albany, Georgia 31702-1827

RE: Thomas Driggers  
Air Conditioning, Heating & Ventilation Board

Dear Mrs. Ware:

We received your letter dated October 20, 2021, concerning the reappointment of Thomas Driggers to the Air Conditioning, Heating & Ventilation Board.

Mr. Driggers is in good standing with the Air Conditioning, Heating & Ventilation Board. We look forward to continuing to work with him throughout a possible next term.

Please let me know if there is anything else you need from us.

Sincerely,

A handwritten signature in blue ink that reads "Paul Forgey".

Paul Forgey

PF/dc

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Item 7a.



October 21, 2021

Jawahn Ware, County Clerk  
Dougherty County Board of Commissioners  
222 Pine Avenue, Suite 540  
Post Office Box 1827  
Albany, Georgia 31702-1827

RE: Clint Newsome  
Air Conditioning, Heating & Ventilation Board

Dear Mrs. Ware:

We received your letter dated October 20, 2021, concerning the reappointment of Clint Newsome to the Air Conditioning, Heating & Ventilation Board.

Mr. Newsome is in good standing with the Air Conditioning, Heating & Ventilation Board. We look forward to continuing to work with him throughout a possible next term.

Please let me know if there is anything else you need from us.

Sincerely,

  
Paul Forgey

PF/dc

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Item 7a.



October 21, 2021

Jawahn Ware, County Clerk  
Dougherty County Board of Commissioners  
222 Pine Avenue, Suite 540  
Post Office Box 1827  
Albany, Georgia 31702-1827

RE: Clifford Tolbert  
Air Conditioning, Heating & Ventilation Board

Dear Mrs. Ware:

We received your letter dated October 20, 2021, concerning the reappointment of Clifford Tolbert to the Air Conditioning, Heating & Ventilation Board

Mr. Tolbert is in good standing with Air Conditioning, Heating & Ventilation Board. We look forward to continuing to work with him throughout a possible next term.

Please let me know if there is anything else you need from us.

Sincerely,

A handwritten signature in blue ink that reads "Paul Forgey".

Paul Forgey

PF/dc

(12)

Item 7a.

Dougherty County Development Authority

Incumbents

Peter Akinnubi

Charles “Bruce” Capps

Two new applicants

Felicia Brown

Demetrius Love





**Albany-  
Dougherty**  
Economic  
Development  
Commission

October 21, 2021

Mrs. Jawahn Ware, County Clerk  
Dougherty County Board of Commissioners  
222 Pine Avenue, Suite 540  
Post Office Box 1827  
Albany, Georgia 31702-1827

RE: Peter Akinnubi  
Reappointment to the Dougherty County Development Authority Board

Dear Ms. Ware:

Thank you for your dated letter regarding Peter Akinnubi's reappointment of the Dougherty County Development Authority Board.

Mr. Akinnubi is in good standing with the Dougherty County Development Authority Board. We look forward to continuing to work with him throughout a possible next term.

Please let me know if there is anything else you need from us.

Sincerely,

A handwritten signature in black ink that reads "Jana W. Dyke". The signature is fluid and cursive, with the first name "Jana" being the most prominent.

Jana W. Dyke  
President/ CEO

JWD/ss

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Item 7a.



**Albany-  
Dougherty**  
Economic  
Development  
Commission

October 21, 2021

Mrs. Jawahn Ware, County Clerk  
Dougherty County Board of Commissioners  
222 Pine Avenue, Suite 540  
Post Office Box 1827  
Albany, Georgia 31702-1827

RE: Charles "Bruce" Capps  
Reappointment to the Dougherty County Development Authority Board

Dear Ms. Ware:

Thank you for your dated letter regarding Charles "Bruce" Capps's reappointment of the Dougherty County Development Authority Board.

Mr. Capps is in good standing with the Dougherty County Development Authority Board. We look forward to continuing to work with him throughout a possible next term.

Please let me know if there is anything else you need from us.

Sincerely,

A handwritten signature in black ink that reads "Jana W. Dyke". The signature is written in a cursive, flowing style.

Jana W. Dyke  
President/ CEO

JWD/ss



# Felicia B. Brown

Phone: (229) 406-5216 • Email: [fbrown211@yahoo.com](mailto:fbrown211@yahoo.com)

## EXECUTIVE PROFILE

*Procurement ~ Grants Management ~ Accounts Management*

Reliable and resourceful professional with years of experience in positions of increasing responsibility and duties. Overcome complex business challenges and make high stakes decisions using experienced-based judgment, strong work ethic and irreproachable integrity. Dedicated and energetic with the ability to work well in fast-paced, high pressure environments. Multitasker who can perform an array of skills in addition to other duties with minimal supervision. Team player with excellent verbal and written communication skills. Ability to build rapport with all levels of management and colleagues. Capacities to use MS Office Suites - Word, Excel, PowerPoint, Outlook, Google Sheets and Internet Browsers; System/Program – PeopleSoft

- ◆ Budget Development
- ◆ Proposal Development
- ◆ Project Planning & Development
- ◆ Finance and accounting
- ◆ Compliance
- ◆ Pre/Post Award Management
- ◆ Procurement
- ◆ Accounts Management
- ◆ Contracts

## PROFESSIONAL SUMMARY

**Dougherty County School System, Albany, GA**

**09/2018 – Present**

*Logistical Services/Assistant Director*

- Oversee the day-to-day operations of the purchasing department. Review and approve requisitions and purchase orders, create and post bids. Perform budget checks and ensure that procured items/services are sourced accurately. Seek state contracts and consortia for effective cost saving results and quality control.
- Ensure assets are inventoried and maintained in the financial management system after purchase, sale, or surplus
- Risk management liaison for the district's property, casualty, general liability and cyber coverage.
- Compile risk-related data from internal or external resources to assess and mitigate loss.
- Manages post-award processes to include negotiation and acceptance of award terms and conditions; coordinates the process of budget revisions and no cost extensions
- Performs follow-ups for post-award inquiries such as carry-forwards, new year awards, new billing agreements and contracts
- Manages the subcontracting process by preparing RFP/RFQ, negotiating work-statements/budgets and executing contracts
- Assists with proposal development, budget development and related pre-award issues for a diverse sponsor portfolio
- Maintains and enforces compliance for grant funding according to specified guidelines and the Uniform Grant Guidance; establishes and implements best practices and creative solutions to conducted sponsored activities
- Develops professional learning workshops to educate faculty and staff on compliance, guidelines and requirements of new awards as it pertains to grant and procurement cycles, purchasing and P-Card policies.
- Develops and maintains databases and master files for post-award information, grant reporting, proposals and contracts.
- Maintains purchasing tables of inventory, and fixed assets modules for the annual monitoring of equipment reports as specified under the grants/contract equipment inventory and federal property manual
- Monitors fiscal management of budgets to ensure that expenditures are properly recorded according to grant and project guidelines and track budget changes.
- Streamlines post award processes for internal or external resources according to the guidelines to provide guidance from award to closeout. Communicates changes such as time and effort, scope of work, etc.

**Albany State University, Albany, GA**

**02/2016 – 09/2018**

*Purchasing Card/Contract Administrator*

- Implemented processes to monitor and maintain departmental budgets as forecasted in fiscal year projections
- Verified the procurement practices comply with established ethical practices as set forth by both the Department of Administrative Services and the Board of Regents
- Served as the primary liaison to Department of Administrative Services to effectively resolve issues, maintain vendor relations, conduct audits and ensure compliance
- Provided oversight and day-to-day administration of the University P-Card program and contracts, served as program administrator and primary contact with department heads, faculty and staff to advise on the program and how to implement usage within their department
- Reviewed contractual performance of both parties to ensure compliance with terms.
- Responsible for contract renewals, extensions and performance. Worked closely with legal to ensure contractual language and terms were clear and concise.

Item 7a.

Felicia B. Brown  
Page 2

- Evaluated and administered agreements for contracted services including preparing new contracts, contract renewals, and contract amendments. Identify conflicts or changes requiring resolution at contract renewal
- Updated policies, procedures, forms and training materials relating to the P-Card Program; conducted training/workshops for faculty, staff and administration on compliance, and terms and agreement
- Reconciled accounts and monthly master statement, created reports to DOAS as required; and troubleshoot issues encountered with the program
- Maintained high volumes of financial activity in a fast-paced, risk-based corporate environment
- Managed contract creation, execution and analysis to maximize organizational and financial performance while reducing financial risks

06/2015 – 02/2016

*Buyer/ Procurement*

- Monitored and created purchase orders/requisitions to determine accuracy and sourcing information
- Made purchases by competitive bidding, informal quotations and negotiation, and in compliance with procurement laws and policies
- Prepared written correspondence to vendors and system personnel related to purchasing practices, policies and procedures; timely and resourceful resolution of issues and corrective actions
- Worked with accounting to ensure that expenditures are properly coded according to university and Federal guidelines
- Performed administrative duties related to the procuring of services, supplies and equipment in conformance with the laws and policies of Georgia Department of Administrative Services and Board of Regents.
- Created purchase orders and accurately reviewed and sourced NIGP codes. Knowledgeable in PeopleSoft
- Assisted in development of and maintaining processes of purchasing, contracts and procurement sources including small business and minority owned suppliers to stay abreast of trends, technologies, products and services
- Interacted with all levels of management in adhering to apportioned budgets

OTHER EMPLOYMENT

- **Dougherty County Board of Commissioners, Albany, GA** 10/2013 – 06/2015  
*Accountant*
- **Department of Juvenile Justice, Albany, GA** 07/2011 – 10/2013  
*Administrative Operations Coordinator*

EDUCATION

**Masters of Business Administration** 2019  
Albany State University, Albany, GA

**Bachelor of Science in Business Management** 2017  
Albany State University, Albany, GA

**Associates of Business Management** 2010  
Darton State College, Albany, GA

PROFESSIONAL DEVELOPMENT &amp; AFFILIATION

Certification in State Purchasing (GCPA) Renewed 07/2020

Diploma-Project Management 11/2017

Certification Contract Administration 12/2017

Certification in State Purchasing Card Administrator (GCPCA) Renewed 07/2021

Dougherty County Management and Administrative Training 2014

National Society of Leadership and Success

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# DEMETRIUS T. LOVE

808 W 3<sup>rd</sup> Ave | Albany, GA 31701 | (229) 854.3664  
[demetriuslove06@gmail.com](mailto:demetriuslove06@gmail.com)

Item 7a.

## EXECUTIVE PROFILE



A multisector career portfolio in non-profit management and leadership with a successful track record of strategic planning and execution, program development, fundraising, and fiscal management

▪ <b>Strategic Planning, Vision &amp; Direction</b>	▪ <b>Insurance Property, Life, Auto, &amp; Title #3357946</b>
▪ <b>Operations Management</b>	▪ <b>Mortgage Loan Originator NMLS 2075497</b>
▪ <b>Fiscal Management &amp; Budget Administration</b>	▪ <b>Georgia Realtor #397371</b>
▪ <b>Policy &amp; Procedures Development</b>	▪ <b>Project Management Professional #1455560</b>

### Executive Management & Leadership

Girls Inc. of Albany, GA – President | The 100 Black Men of Albany, GA – President | United Way of Southwest GA – President & Chair  
Co-Chair, Mayor’s Economic Development Advisory Coalition | Southwest Georgia Regional Commission Board Member Chairman  
Albany/Dougherty County Economic Development Commission Renewal Task Force Co-Chair

A passion driven diverse nonprofit volunteer management and public-sector career centered around growing, executing and building for organizations whose mission is to improve the lives of the citizens served.

- **Strategic Planning & Direction**
  - Drove Girls Inc. of Albany strategic plan to streamline programs to reduce cost and improve services delivered; resulted in organization being in the black by year end with a 50% increase in volunteers-to-girls serviced in programs ration
  - Created and executed the 100 Black Men of Albany strategic plan to achieve official chapter seal; resulted in the organization being in good standing with National HQ to receive chapter seal and granting probationary chapter status
  - Provided direction and oversight for United Way of Southwest GA Covid-19 campaign relief fund; resulted in multiple major donations of \$50k < and sustained funding for agencies serving community members who were directly impacted by Covid-19
- **Program Development**
  - Created the Project H.E.A.L. program for 3<sup>rd</sup> – 12<sup>th</sup> grade; resulted in receiving distinguish partner of excellence award from Dougherty County School System with 100< students participating
  - Created the Rites of Passage (ROP) mentoring program; resulted in a partnership (2021) with Boys & Girls Club II Men program servicing young men in three counties.
- **Marketing, Communications & Fundraising**
  - Represented Albany State University as the Institution’s spokesperson and Executive Director of Marketing & Communications; resulted in ASU’s first national magazine publication, first integrated marketing, communications and fundraising campaign *STAND (Start Taking A New Direct) for ASU*, first social media branding campaign, and first Georgia Trends feature
  - Developed and executed the ASU *Still We Rise* brand awareness campaign; resulted in designed and placed branded billboards in all major cities in Georgia to include Macon, Atlanta, Savannah, Augusta, Columbus and Albany
  - Drove the development and implementation of social media strategies that integrated Facebook, Twitter and Flickr; resulted in increased Facebook followers from 2000+ to 8,000+, 1000+ tweets and 10,000+ photos on Flickr within 1.5 years
  - Created and executed the Stop the Violence PR campaign, *Crime... Everyone Pays*; resulted in new strategies with the county and city police departments for community policing
  - Created and executed Girls Inc. of Albany, GA integrated marketing, communication and fundraising 40-year anniversary campaign, *I Am Girls Inc.*; resulted in significant increase in first time giving and repeat giving as well as doubling year over year total giving
  - Created the 2020 -2021 REIMAGINE comprehensive marketing, communications and fundraising campaign which has resulted in > \$500K in Covid relief funds raised and multiply major gifts ranging \$25k to \$100k presented to the United Way of Southwest Georgia

### MillerCoors, Albany, GA 2016 to Present

Second-largest Beer brewer in the U.S. - \$8 Billion

#### **Information Technology & System Manager**

**Department Head for IT & Systems; serve as a member of the senior leadership** team responsible for governance, establishing goals and developing strategic plans for the Albany MillerCoors Plant that generated billion+ dollars in revenue for 2017. As the IT & Systems department head, responsibilities include oversight and leadership in all aspects of the Albany MillerCoors plant IT infrastructure, enterprise applications, user support, telecommunications, automation engineering, robots (LGVs), control systems, as well as data and cyber security; responsible for managing the Albany Brewery IT technology cost center and project portfolio.

### Dougherty County School System, Albany, GA 2014 to 2016

16,000 student Public School District 24 Schools: 15 elementary, 5 middle, 4 high schools

#### **Chief Information Officer (CIO)**

**Set the vision for technology** directly aligned to the vision & goals of the superintendent & the school district; provided leadership and support in establishing solid customer relationships by effectively partnering with stake holders to clearly identify and define technology needs and implement technology solutions to support instruction as well as administrative & business operations; developed & executed a multi-million\$ dept budget

**Director of Information Technology**

**2013 to 2014**

Provided strategic leadership for the Information Technology department. Responsible for all aspects of client services, academic technology services and instructional technology training for faculty & staff; served as the campus technology liaison.

**Executive Director of Marketing & Communications**

**2011 to 2013**

Direct & manage university-wide marketing initiatives that impacted the institution's brand & market position internally & externally; work with all campus stakeholders to develop, implement/execute all aspects of the marketing and strategic communications strategies including mobile, web, social media, digital, advertisement, promotions, publicity and recruitment; managed marketing and advertising budget.

**Director of Technology Support Services**

**2007 to 2011**

Directed and brokered technology services and support for Albany State University's User Support and IT Help Desk, Card Services, Enterprise Applications, Web and Portal Development, Academic Technology Services, Telecommunications, and Emergent Technologies. Supervisory responsibilities included supervising managers and technical staff; served in the capacity of the IT Project Manager for campus technology integration solutions.

**EDUCATION**

California Southern University **Doctor of Business Administration (DBA)** present

Valdosta State University **Master of Public Administration** 2000

Park University **Bachelor** of Science, Management & **Computer Information Systems** 2002

Albany State University **Bachelor** of Arts, Sociology 1998

**CERTIFICATIONS**

- Project Management Professional (PMP)
- MCSA Server 2012
- MCSE Server Infrastructure
- Green Belt Lean Six Sigma
- Total Preventive Maintenance Concept (TPM)

**LICENSES**

- Georgia Real Estate Agent
- National Mortgage Broker
- Georgia Auto, Home and Life & Health Insurance Broker

**CERTIFICATES**

- Manufacturing Execution Systems/Manufacturing Operations Management CoC 2017
- Leadership Albany 2014
- University of Indiana School of Philanthropy Fundraising Management 2013
- Georgia Economic Leadership Academy 2012
- University of Georgia Continuing Education Project Management 2006
- Darton State College Cisco Support Specialist 2004 System Support Specialist 2003

**AWARDS/SERVICES**

- Albany Herald's 2010 Southwest Georgia Top 40/40
- United States Air Force Accommodation Medal for Network Administrator
- United States Air Force Accommodation Medal for System Administrator

Electrical Board

Incumbent

Sanford Hillsman

No new applicants

24

Item 7a.



October 21, 2021

Jawahn Ware, County Clerk  
Dougherty County Board of Commissioners  
222 Pine Avenue, Suite 540  
Post Office Box 1827  
Albany, Georgia 31702-1827

RE: Sanford Hillsman  
Electrical Board

Dear Mrs. Ware:

We received your letter dated October 20, 2021, concerning the reappointment of Sanford Hillsman to the Electrical Board.

Mr. Hillsman is in good standing with Electrical Board. We look forward to continuing to work with him throughout a possible next term.

Please let me know if there is anything else you need from us.

Sincerely,

  
Paul Forgey

PF/dc



Flood Plain Management Review Board

Incumbent

Tod Lanier

No new applicants

28

Item 7a.



October 21, 2021

Jawahn Ware, County Clerk  
Dougherty County Board of Commissioners  
222 Pine Avenue, Suite 540  
Post Office Box 1827  
Albany, Georgia 31702-1827

RE: Tod Lanier  
Flood Plain Management Review Board

Dear Mrs. Ware:

We received your letter dated October 20, 2021, concerning the reappointment of Tod Lanier to the Flood Plain Management Review Board.

Mr. Lanier is in good standing with Flood Plain Management Review Board. We look forward to continuing to work with him throughout a possible next term.

Please let me know if there is anything else you need from us.

Sincerely,

  
Paul Forgey

PF/dc



Gas Board

Incumbents

Sanford Hillsman

Rhett Parker

No new applicants





October 21, 2021

Jawahn Ware, County Clerk  
Dougherty County Board of Commissioners  
222 Pine Avenue, Suite 540  
Post Office Box 1827  
Albany, Georgia 31702-1827

RE: Sanford Hillsman  
Gas Board

Dear Mrs. Ware:

We received your letter dated October 20, 2021, concerning the reappointment of Sanford Hillsman to the Gas Board.

Mr. Hillsman is in good standing with Gas Board. We look forward to continuing to work with him throughout a possible next term.

Please let me know if there is anything else you need from us.

Sincerely,

  
Paul Forgey

PF/dc





October 21, 2021

Jawahn Ware, County Clerk  
Dougherty County Board of Commissioners  
222 Pine Avenue, Suite 540  
Post Office Box 1827  
Albany, Georgia 31702-1827

RE: Rhett Parker  
Gas Board

Dear Mrs. Ware:

We received your letter dated October 20, 2021, concerning the reappointment of Rhett Parker to the Gas Board.

Mr. Parker is in good standing with Gas Board. We look forward to continuing to work with him throughout a possible next term.

Please let me know if there is anything else you need from us.

Sincerely,

  
Paul Forgey

PF/dc



Dougherty County Health Board

Incumbents

Commissioner Russell Gray

Wilbert Moore

Two new applicants

Felicia Brown

Dr. Tamara Davis





# Dougherty County Health Department

## Administration

1710 S. Slappey Blvd., P. O. Box 3048  
Albany, Georgia 31706-3048

◆ Telephone (229) 638-6424 ◆ Fax 229-352-6550 ◆ Emergency 888-430-4590  
www.southwestgeorgiapublichealth.org

November 3, 2021

Ms. Bristeria Clark Hope

Deputy County Clerk

222 Pine Avenue Suite 540

Albany, Georgia 31701



Dear Ms. Hope,

This letter is about your inquiry regarding verification of Mr. Russel Gray and Mr. Wilbert Moore serving on the Dougherty County Board of Health and attending meetings, the expiration of their terms and their interest in continuing to serve on the board. Mr. Russel Gray is in good standing and desires to continue to serve on the board. Mr. Moore is in good standing, however, he does not desire to continue to serve on the board. Please let me know if you need any additional information.

Sincerely,

*Vamella Lovett*  
Vamella Lovett, County Nurse Manager

Dougherty County Health Department

BAKER ~ CALHOUN ~ COLQUITT ~ DECATUR ~ DOUGHERTY EARLY ~ GRADY

LEE ~ MILLER ~ MITCHELL SEMINOLE ~ TERRELL ~ THOMAS ~ WORTH



**We Protect Lives.**

ASOS NEW  
MAY 2017

# Felicia B. Brown

Phone: (229) 406-5216 • Email: [fbrown211@yahoo.com](mailto:fbrown211@yahoo.com)

## EXECUTIVE PROFILE

*Procurement ~ Grants Management ~ Accounts Management*

Reliable and resourceful professional with years of experience in positions of increasing responsibility and duties. Overcome complex business challenges and make high stakes decisions using experienced-based judgment, strong work ethic and irrefragable integrity. Dedicated and energetic with the ability to work well in fast-paced, high pressure environments. Multitasker who can perform an array of skills in addition to other duties with minimal supervision. Team player with excellent verbal and written communication skills. Ability to build rapport with all levels of management and colleagues. Capacities to use MS Office Suites - Word, Excel, PowerPoint, Outlook, Google Sheets and Internet Browsers; System/Program – PeopleSoft

- |                          |                        |                                  |
|--------------------------|------------------------|----------------------------------|
| ◆ Budget Development     | ◆ Proposal Development | ◆ Project Planning & Development |
| ◆ Finance and accounting | ◆ Compliance           | ◆ Pre/Post Award Management      |
| ◆ Procurement            | ◆ Accounts Management  | ◆ Contracts                      |

## PROFESSIONAL SUMMARY

### Dougherty County School System, Albany, GA

09/2018 – Present

*Logistical Services/Assistant Director*

- Oversee the day-to-day operations of the purchasing department. Review and approve requisitions and purchase orders, create and post bids. Perform budget checks and ensure that procured items/services are sourced accurately. Seek state contracts and consortia for effective cost saving results and quality control.
- Ensure assets are inventoried and maintained in the financial management system after purchase, sale, or surplus
- Risk management liaison for the district's property, casualty, general liability and cyber coverage.
- Compile risk-related data from internal or external resources to assess and mitigate loss.
- Manages post-award processes to include negotiation and acceptance of award terms and conditions; coordinates the process of budget revisions and no cost extensions
- Performs follow-ups for post-award inquiries such as carry-forwards, new year awards, new billing agreements and contracts
- Manages the subcontracting process by preparing RFP/RFQ, negotiating work-statements/budgets and executing contracts
- Assists with proposal development, budget development and related pre-award issues for a diverse sponsor portfolio
- Maintains and enforces compliance for grant funding according to specified guidelines and the Uniform Grant Guidance; establishes and implements best practices and creative solutions to conducted sponsored activities
- Develops professional learning workshops to educate faculty and staff on compliance, guidelines and requirements of new awards as it pertains to grant and procurement cycles, purchasing and P-Card policies.
- Develops and maintains databases and master files for post-award information, grant reporting, proposals and contracts.
- Maintains purchasing tables of inventory, and fixed assets modules for the annual monitoring of equipment reports as specified under the grants/contract equipment inventory and federal property manual
- Monitors fiscal management of budgets to ensure that expenditures are properly recorded according to grant and project guidelines and track budget changes.
- Streamlines post award processes for internal or external resources according to the guidelines to provide guidance from award to closeout. Communicates changes such as time and effort, scope of work, etc.

### Albany State University, Albany, GA

02/2016 – 09/2018

*Purchasing Card/Contract Administrator*

- Implemented processes to monitor and maintain departmental budgets as forecasted in fiscal year projections
- Verified the procurement practices comply with established ethical practices as set forth by both the Department of Administrative Services and the Board of Regents
- Served as the primary liaison to Department of Administrative Services to effectively resolve issues, maintain vendor relations, conduct audits and ensure compliance
- Provided oversight and day-to-day administration of the University P-Card program and contracts, served as program administrator and primary contact with department heads, faculty and staff to advise on the program and how to implement usage within their department
- Reviewed contractual performance of both parties to ensure compliance with terms.
- Responsible for contract renewals, extensions and performance. Worked closely with legal to ensure contractual language and terms were clear and concise.

Felicia B. Brown  
Page 2

- Evaluated and administered agreements for contracted services including preparing new contracts, contract renewals, and contract amendments. Identify conflicts or changes requiring resolution at contract renewal
- Updated policies, procedures, forms and training materials relating to the P-Card Program; conducted training/workshops for faculty, staff and administration on compliance, and terms and agreement
- Reconciled accounts and monthly master statement, created reports to DOAS as required; and troubleshoot issues encountered with the program
- Maintained high volumes of financial activity in a fast-paced, risk-based corporate environment
- Managed contract creation, execution and analysis to maximize organizational and financial performance while reducing financial risks

06/2015 – 02/2016

*Buyer/ Procurement*

- Monitored and created purchase orders/requisitions to determine accuracy and sourcing information
- Made purchases by competitive bidding, informal quotations and negotiation, and in compliance with procurement laws and policies
- Prepared written correspondence to vendors and system personnel related to purchasing practices, policies and procedures; timely and resourceful resolution of issues and corrective actions
- Worked with accounting to ensure that expenditures are properly coded according to university and Federal guidelines
- Performed administrative duties related to the procuring of services, supplies and equipment in conformance with the laws and policies of Georgia Department of Administrative Services and Board of Regents.
- Created purchase orders and accurately reviewed and sourced NIGP codes. Knowledgeable in PeopleSoft
- Assisted in development of and maintaining processes of purchasing, contracts and procurement sources including small business and minority owned suppliers to stay abreast of trends, technologies, products and services
- Interacted with all levels of management in adhering to apportioned budgets

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OTHER EMPLOYMENT

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- **Dougherty County Board of Commissioners**, Albany, GA  
*Accountant*
- **Department of Juvenile Justice**, Albany, GA  
*Administrative Operations Coordinator*

10/2013 – 06/2015

07/2011 – 10/2013

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EDUCATION

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**Masters of Business Administration**  
Albany State University, Albany, GA

2019

**Bachelor of Science in Business Management**  
Albany State University, Albany, GA

2017

**Associates of Business Management**  
Darton State College, Albany, GA

2010

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PROFESSIONAL DEVELOPMENT & AFFILIATION

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- Certification in State Purchasing (GCPA) Renewed
- Diploma-Project Management
- Certification Contract Administration
- Certification in State Purchasing Card Administrator (GCPCA) Renewed
- Dougherty County Management and Administrative Training
- National Society of Leadership and Success

07/2020

11/2017

12/2017

07/2021

2014

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## CURRICULUM VITAE

### Tamara C. Davis DNP, FNP-C, APRN

2622 E. Doublegate Drive  
Albany, Georgia 31721  
229-349-5996  
tamdavis123@aol.com

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#### Board Certified Family Nurse Practitioner/Doctorate in Nursing Practice

#### EDUCATION

- 2017 Doctor of Nursing Practice  
Augusta University formerly the Medical College of Georgia  
Research interests: Health disparities, community-based participatory research, faith-based behavioral interventions
- 2013 Master of Science in Nursing/Family Nurse Practitioner  
Albany State University, Albany, GA.
- 2000 Bachelors of Science in Nursing  
Albany State University, Albany, GA

#### PROFESSIONAL LICENSURE & CERTIFICATIONS

- Georgia Nursing License: RN NP 155095 Exp.1/31/2021
- American Academy of Nurse Practitioners  
Family Nurse Practitioner #F0314224 Exp. 5/11/2024
- Georgia Nursing License: RN 155085 Exp.1/31/2021
- American Heart Association Basic Life Support Instructor: Exp. 5/2019

#### ACADEMIC POSITIONS

- 2015--to  
current Adjunct Nursing Faculty (online)-Visiting Professor,  
Chamberlain University, College of Nursing [Pre-licensure Nursing  
Program]
- 2015-2016 Interim Director-Family Nurse Practitioner Program, Albany State University,  
Albany, Ga
- 2013-2016 Assistant Professor (face to face; online), Family Nurse Practitioner  
program, MSN program, Undergraduate Nursing program, Albany State  
University, Albany, Ga
- 2012-2013 Nursing Workforce Diversity Grant Coordinator , College of Nursing, Albany  
State University, Albany, Ga

2005-2013 Clinical Instructor, College of Nursing, Albany State University, Albany, Ga

**CLINICAL POSITIONS**

2015-current Family Nurse Practitioner, United Health Group/Optum Health, Albany, Ga

2014-2016 Family Nurse Practitioner, Transform Health Rx, Columbus, Ga, Corporate Health Clinic (Thursday Clinic)

2014-2016 Family Nurse Practitioner, Loving Hands Extended Home Services LLC, Albany, Ga (PRN-as needed)

**DOCTORATE OF NURSING PRACTICE PROJECT**

2017 Tamara Davis. DNP Project. Enhancing the efficacy of an African American faith-based health and wellness program through a needs assessment.

**MSN THESES/ FNP PROJECTS:**

2015-2016 Kayla Sherrouse. What Do the Elderly in Long Term Care Facilities Know About Urinary Tract Infections. Role: Committee Member, Graduated 2016

2015-2016 Dionne Walker and Sheree Cunningham. Nurse Practitioner Awareness of Celiac Disease. Role: Committee Member, Graduated 2016

2015-2016 Wendy Livingston. What Are Nurse Practitioner’s Barriers When Treating Children Obesity. Role: Committee Member, Graduated 2016

2014-2015 Megan Robins. Perceived Barriers To Breast Cancer Screening Among Rural South Georgia Women: Utilizing the Health Belief Model. Role: Committee Member, Graduated 2015

2014-2015 Kasheika Williams. Attitudes Of Healthcare Providers Towards HIV/AIDS Patients. Role: Committee Member, Graduated 2015

2013-2014 Julie Leary. How Do Nurses Provide Care During A Nursing Shortage. Role: Committee Member, Graduated 2014

2013-2014 Joyce Michelle McCook. The Measured Outcome of Current Diabetic Education For Nurses That Provide Care For Nursing Home Patients Diagnosed with Type II Diabetes. Role: Committee Member, Graduated 2014

2013-2014 Porcial Wilson. The School Nurses' Attitude Toward Type II Diabetes in School Children. Role: Committee Member, Graduated 2014

### **GRANTS FUNDED PI, CO-I, PROJECT DIRECTOR ROLES**

#### Completed

Emory Prevention Research Center (Davis, PI) 2010-2012  
Prevention Strategies that Work-a Mini Grants Program, health promotion program for faith-based organizations  
Funded: **\$5000**

HRSA (Davis, Project Director) 2012-2013  
Nursing Workforce Diversity  
Funded: **\$400,000**

### **PEER-REVIEWED PUBLICATIONS**

#### Published

Arriola, K., Hermstad, A., St. Clair, S., Honeycutt, S., Carvalho, M., Cherry, S., **Davis, T.**, Frazier, S., Liang, L. Escoffery, C., Kegler, M. (2016). Promoting Policy and Environmental Change in Faith-Based Organizations: Description and Findings from a Mini-Grants Program. American Journal of Health Promotion

Arriola, K., Hermstad, A., St. Clair, S., Honeycutt, S., Carvalho, M., Cherry, S., **Davis, T.**, Frazier, S., Liang, L. Escoffery, C., Kegler, M. (2014). Promoting Policy and Environmental Change in Faith-Based Organizations: Description and Findings from a Mini-Grants Program. Health Promotion Practice

### **CONFERENCE PRESENTATIONS AND PUBLISHED ABSTRACTS**

#### Oral

**Davis, T.**, Arriola, K., Kegler, M., Carvalho, M. Promoting Policy and Environmental Change in Faith-Based Organizations: Organizational Level Findings from a Mini-Grants Program. Abstract for the 86th Annual Meeting and Conference of the Georgia Public Health Association, Atlanta, GA, April 2015.

**Davis, T.**, Arriola, K., Kegler, M., Carvalho, M. Description and Baseline Findings With Environmental Change from the Prevention Strategies that Work (PSW) Southwest Georgia Mini Grants Program in Faith Based Organization. Abstract for the 85th Annual Meeting and Conference of the Georgia Public Health Association, Atlanta, GA, March 2014.

**HONORS & AWARDS**

- 2021 Lead Nurse Practitioner (Optum Health)
- 2020 Albany Ga Community Hero of the Year (Albany Herald-Best of the Best)
- 2018 Clinical Sages of Excellence Award, United Health Group/Optum Health
- 2015 Outstanding Faculty Member College of Nursing, Albany State University
- 2000 Phoebe Putney Memorial Hospital Clinical Award
- 2000 Alpha Kappa Mu National Honor Society Award

**PROFESSIONAL MEMBERSHIPS**

- 2014 Flint River Nurse Practitioner Association
- 2014 American Academy of Nurse Practitioners
- 2014 National Association of Nurse Practitioner Faculties
- 2015 Sigma Theta Tau International

**CHAMBERLAIN UNIVERSITY TEACHING ASSIGNMENTS**

<b>Course</b>	<b>Role</b>	<b>Year</b>
NR449 Evidence Based Practice	Online Faculty/Lecturer	September 18-to current
NR 283 Pathophysiology*	Online Faculty/Lecturer	January 18-to current
NR449 Evidence Based Practice	Online Faculty/Lecturer	January 18
NR449 Evidence Based Practice	Online Faculty/Lecturer	September 17
NR449 Evidence Based Practice	Online Faculty/Lecturer	March 17-to current
NR228 Nutrition, Health, Wellness*	Online Faculty/Lecturer	March 17
NR449 Evidence Based Practice	Online Faculty/Lecturer	January 17
NR449 Evidence Based Practice	Online Faculty/Lecturer	March 16
NR 293 Pharmacology in Nursing	Online Faculty/Lecturer	May 16
NR 293 Pharmacology in Nursing	Online Faculty/Lecturer	July 16
NR449 Evidence Based Practice	Online Faculty/Lecturer	October 16

**ALBANY STATE UNIVERSITY TEACHING ASSIGNMENTS**

**(MSN/Family Nurse Practitioner Courses)**

<b>Course</b>	<b>Role</b>	<b>Year</b>
NURS 5410 Intro to Family Primary Care	Online Faculty/Lecturer	Fall 15, 16-to current
NURS 6101 Primary Care of Women	Online Faculty/Lecturer	Summer 14,15,16
NURS 5421 Primary Care of Children	Online Faculty/Lecturer	Spring 15,16
NURS 6211 Primary Care of Adults	Online Faculty/Lecturer	Fall 16
NURS 6820 Family Nurse Practitioner Practicum	Online Faculty/Lecturer	Spring 15-to current
NURS 6310 Primary Care Issues in Health Promotion for Communities	Online Faculty/Lecturer	Fall 15
NURS 5100 Advanced Health	Online	Summer 14,15,16

Assessment	Faculty/Lecturer	
NURS 5210 Advanced Pathophysiology	Online Faculty/Lecturer	Fall 15

**ALBANY STATE UNIVERSITY TEACHING ASSIGNMENTS**

**(Undergraduate Nursing Courses—Face to Face)**

Course	Role	Year
NURS Adult Health Nursing II	Faculty/Lecturer	Fall 16
NURS Fundamental Concepts of Professional Nursing	Faculty/Lecturer	Spring 16-to current
NURS Pathophysiology for Health Providers	Faculty/Lecturer	Fall 16
NURS Senior Comprehensive Nursing	Faculty/Lecturer	Spring 16
NURS Directed Study/NCLEX Prep	Faculty/Lecturer	Summer 16
NURS Pharmacology	Faculty/Lecturer	Fall 15 to current

**COLLEGE OF NURSING SELECTED ACTIVITIES (Albany State University)**

- 2014-2016 Graduate Faculty Committee (member)
- 2013-2016 Undergraduate Curriculum Committee (member)
- 2012-2016 Department of Nursing Hospitality and Pinning Ceremony Committee (chairperson)
- 2012-2016 Nursing Student Outreach Association (Advisor)
- 2012-2016 Nursing Workforce Diversity Scholarship Selection Committee
- 2012 Undergraduate Program Admissions Committee

**UNIVERSITY COLLEGE-WIDE SERVICE (Albany State University)**

- 2016 Strategic Planning Committee: Outreach & Economic Development

**COMMUNITY SERVICE**

Local

- 2017-present Alpha Kappa Alpha Sorority, Inc (Health and Wellness chairperson)
- 2015-present Ray of Hope (Annual Free Mobile Health Clinic)

- 2011-present Health and Wellness Ministry (medical liaison)
- 2010-present Albany Faith Network (Leader, Consultant)
- 2007-2010 Relay for Life (participant)



Keep Albany Dougherty Beautiful Board

Incumbent

Robert Metts

One new applicant

Bryant Harden





**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  
**DATE:** October 21, 2021  
**RE:** Board Reappointment

This memo is to request the reappointment of Mr. Robert Metts to the Keep Albany-Dougherty Beautiful Board of Commissioners. Mr. Metts is employed at MCLB in the Environmental Branch. He is active and in good standing on the KADB Board of Commissioners and is an asset to our organization.

Mr. Robert Metts  
MCLB Environmental Branch  
814 Radford Blvd, Suite 20315  
Albany, GA 31704  
(229) 639-8934  
robert.i.metts@usmc.mil

Thank you for your consideration of this request.

JWB/mm





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

**DATE:** October 20, 2021

**RE:** Board Appointment

This memo is to request the appointment of Mr. Bryant Harden, a PhD candidate at the University of Florida, to the Keep Albany-Dougherty Beautiful Board of Commissioners to fill the vacancy created by Ms. Virginia Johnson, who after 34 years of dedicated service to KADB is requesting not to be re-appointed.

Mr. Bryant E. Harden  
 900 West 3<sup>rd</sup> Avenue,  
 Albany, GA 31701  
 (229) 221-8125  
 bryantharden@ufl.edu

Thank you for your consideration of this request.

JWB/mm

50

Item 7a.

ASUS T00  
MOTHERBOARD

Library Board

Incumbents

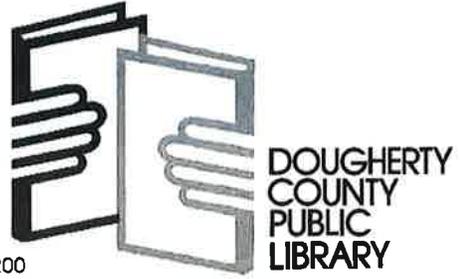
Dr. James Hill

Commissioner Anthony Jones

One new applicant

Felicia Brown





300 PINE AVENUE / ALBANY, GEORGIA 31701-2533 / 229.420.3200

October 27, 2021

Ms. Bristria Clark Hope  
 Deputy County Clerk  
 222 Pine Avenue, Suite 540  
 Albany, Georgia 31701



Re: Library Board

Dear Ms. Hope,

This letter is to verify that current Library Board members, Dr. James Hill and Commissioner Anthony Jones are in good standing should either of them express interest in continuing to serve on the Dougherty County Public Library Board of Trustees. Their current terms will expire on December 31, 2021.

Thank you,

Gail T. Evans, Director  
 Dougherty County Public Library  
[gevans@docolib.org](mailto:gevans@docolib.org)  
 229-420-3230

60

10/10/10  
10/10/10

# Felicia B. Brown

Phone: (229) 406-5216 • Email: [fbrown211@yahoo.com](mailto:fbrown211@yahoo.com)

## EXECUTIVE PROFILE

### *Procurement ~ Grants Management ~ Accounts Management*

Reliable and resourceful professional with years of experience in positions of increasing responsibility and duties. Overcome complex business challenges and make high stakes decisions using experienced-based judgment, strong work ethic and irreproachable integrity. Dedicated and energetic with the ability to work well in fast-paced, high pressure environments. Multitasker who can perform an array of skills in addition to other duties with minimal supervision. Team player with excellent verbal and written communication skills. Ability to build rapport with all levels of management and colleagues. Capacities to use MS Office Suites - Word, Excel, PowerPoint, Outlook, Google Sheets and Internet Browsers; System/Program – PeopleSoft

- |                          |                        |                                  |
|--------------------------|------------------------|----------------------------------|
| ◆ Budget Development     | ◆ Proposal Development | ◆ Project Planning & Development |
| ◆ Finance and accounting | ◆ Compliance           | ◆ Pre/Post Award Management      |
| ◆ Procurement            | ◆ Accounts Management  | ◆ Contracts                      |

## PROFESSIONAL SUMMARY

### **Dougherty County School System, Albany, GA**

**09/2018 – Present**

#### *Logistical Services/Assistant Director*

- Oversee the day-to-day operations of the purchasing department. Review and approve requisitions and purchase orders, create and post bids. Perform budget checks and ensure that procured items/services are sourced accurately. Seek state contracts and consortia for effective cost saving results and quality control.
- Ensure assets are inventoried and maintained in the financial management system after purchase, sale, or surplus
- Risk management liaison for the district's property, casualty, general liability and cyber coverage.
- Compile risk-related data from internal or external resources to assess and mitigate loss.
- Manages post-award processes to include negotiation and acceptance of award terms and conditions; coordinates the process of budget revisions and no cost extensions
- Performs follow-ups for post-award inquiries such as carry-forwards, new year awards, new billing agreements and contracts
- Manages the subcontracting process by preparing RFP/RFQ, negotiating work-statements/budgets and executing contracts
- Assists with proposal development, budget development and related pre-award issues for a diverse sponsor portfolio
- Maintains and enforces compliance for grant funding according to specified guidelines and the Uniform Grant Guidance; establishes and implements best practices and creative solutions to conducted sponsored activities
- Develops professional learning workshops to educate faculty and staff on compliance, guidelines and requirements of new awards as it pertains to grant and procurement cycles, purchasing and P-Card policies.
- Develops and maintains databases and master files for post-award information, grant reporting, proposals and contracts.
- Maintains purchasing tables of inventory, and fixed assets modules for the annual monitoring of equipment reports as specified under the grants/contract equipment inventory and federal property manual
- Monitors fiscal management of budgets to ensure that expenditures are properly recorded according to grant and project guidelines and track budget changes.
- Streamlines post award processes for internal or external resources according to the guidelines to provide guidance from award to closeout. Communicates changes such as time and effort, scope of work, etc.

### **Albany State University, Albany, GA**

**02/2016 – 09/2018**

#### *Purchasing Card/Contract Administrator*

- Implemented processes to monitor and maintain departmental budgets as forecasted in fiscal year projections
- Verified the procurement practices comply with established ethical practices as set forth by both the Department of Administrative Services and the Board of Regents
- Served as the primary liaison to Department of Administrative Services to effectively resolve issues, maintain vendor relations, conduct audits and ensure compliance
- Provided oversight and day-to-day administration of the University P-Card program and contracts, served as program administrator and primary contact with department heads, faculty and staff to advise on the program and how to implement usage within their department
- Reviewed contractual performance of both parties to ensure compliance with terms.
- Responsible for contract renewals, extensions and performance. Worked closely with legal to ensure contractual language and terms were clear and concise.

Felicia B. Brown  
Page 2

- Evaluated and administered agreements for contracted services including preparing new contracts, contract renewals, and contract amendments. Identify conflicts or changes requiring resolution at contract renewal
- Updated policies, procedures, forms and training materials relating to the P-Card Program; conducted training/workshops for faculty, staff and administration on compliance, and terms and agreement
- Reconciled accounts and monthly master statement, created reports to DOAS as required; and troubleshoot issues encountered with the program
- Maintained high volumes of financial activity in a fast-paced, risk-based corporate environment
- Managed contract creation, execution and analysis to maximize organizational and financial performance while reducing financial risks

06/2015 – 02/2016

*Buyer/ Procurement*

- Monitored and created purchase orders/requisitions to determine accuracy and sourcing information
- Made purchases by competitive bidding, informal quotations and negotiation, and in compliance with procurement laws and policies
- Prepared written correspondence to vendors and system personnel related to purchasing practices, policies and procedures; timely and resourceful resolution of issues and corrective actions
- Worked with accounting to ensure that expenditures are properly coded according to university and Federal guidelines
- Performed administrative duties related to the procuring of services, supplies and equipment in conformance with the laws and policies of Georgia Department of Administrative Services and Board of Regents.
- Created purchase orders and accurately reviewed and sourced NIGP codes. Knowledgeable in PeopleSoft
- Assisted in development of and maintaining processes of purchasing, contracts and procurement sources including small business and minority owned suppliers to stay abreast of trends, technologies, products and services
- Interacted with all levels of management in adhering to apportioned budgets

OTHER EMPLOYMENT

- **Dougherty County Board of Commissioners**, Albany, GA 10/2013 – 06/2015  
*Accountant*
- **Department of Juvenile Justice**, Albany, GA 07/2011 – 10/2013  
*Administrative Operations Coordinator*

EDUCATION

- Masters of Business Administration** 2019  
Albany State University, Albany, GA
- Bachelor of Science in Business Management** 2017  
Albany State University, Albany, GA
- Associates of Business Management** 2010  
Darton State College, Albany, GA

PROFESSIONAL DEVELOPMENT & AFFILIATION

- Certification in State Purchasing (GCPA) Renewed 07/2020
- Diploma-Project Management 11/2017
- Certification Contract Administration 12/2017
- Certification in State Purchasing Card Administrator (GCPCA) Renewed 07/2021
- Dougherty County Management and Administrative Training 2014
- National Society of Leadership and Success

Department of Behavioral Health & Development  
Disabilities Regional 4

Incumbents

Gail Davenport  
Debra Richardson

No new applicants





**Bristeria Clark Hope**  
*Deputy County Clerk*

Item 7a.

**DOUGHERTY COUNTY BOARD OF COMMISSIONERS  
ADMINISTRATION**

Ms. Jennifer Dunn did not provide a letter to the Commission regarding the incumbents standing with the Department of Behavioral Health & Development Disabilities Regional 4.

(a)

Item 7a.

Payroll Development Authority

Incumbents

None

One new applicant

Felicia Brown

*[Faint, illegible text in the center of the page]*

## Felicia B. Brown

Phone: (229) 406-5216 • Email: [fbrown211@yahoo.com](mailto:fbrown211@yahoo.com)

### EXECUTIVE PROFILE

#### *Procurement ~ Grants Management ~ Accounts Management*

Reliable and resourceful professional with years of experience in positions of increasing responsibility and duties. Overcome complex business challenges and make high stakes decisions using experienced-based judgment, strong work ethic and irreproachable integrity. Dedicated and energetic with the ability to work well in fast-paced, high pressure environments. Multitasker who can perform an array of skills in addition to other duties with minimal supervision. Team player with excellent verbal and written communication skills. Ability to build rapport with all levels of management and colleagues. Capacities to use MS Office Suites - Word, Excel, PowerPoint, Outlook, Google Sheets and Internet Browsers; System/Program – PeopleSoft

- |                          |                        |                                  |
|--------------------------|------------------------|----------------------------------|
| ◆ Budget Development     | ◆ Proposal Development | ◆ Project Planning & Development |
| ◆ Finance and accounting | ◆ Compliance           | ◆ Pre/Post Award Management      |
| ◆ Procurement            | ◆ Accounts Management  | ◆ Contracts                      |

### PROFESSIONAL SUMMARY

#### **Dougherty County School System, Albany, GA**

**09/2018 – Present**

##### *Logistical Services/Assistant Director*

- Oversee the day-to-day operations of the purchasing department. Review and approve requisitions and purchase orders, create and post bids. Perform budget checks and ensure that procured items/services are sourced accurately. Seek state contracts and consortia for effective cost saving results and quality control.
- Ensure assets are inventoried and maintained in the financial management system after purchase, sale, or surplus
- Risk management liaison for the district's property, casualty, general liability and cyber coverage.
- Compile risk-related data from internal or external resources to assess and mitigate loss.
- Manages post-award processes to include negotiation and acceptance of award terms and conditions; coordinates the process of budget revisions and no cost extensions
- Performs follow-ups for post-award inquiries such as carry-forwards, new year awards, new billing agreements and contracts
- Manages the subcontracting process by preparing RFP/RFQ, negotiating work-statements/budgets and executing contracts
- Assists with proposal development, budget development and related pre-award issues for a diverse sponsor portfolio
- Maintains and enforces compliance for grant funding according to specified guidelines and the Uniform Grant Guidance; establishes and implements best practices and creative solutions to conducted sponsored activities
- Develops professional learning workshops to educate faculty and staff on compliance, guidelines and requirements of new awards as it pertains to grant and procurement cycles, purchasing and P-Card policies.
- Develops and maintains databases and master files for post-award information, grant reporting, proposals and contracts.
- Maintains purchasing tables of inventory, and fixed assets modules for the annual monitoring of equipment reports as specified under the grants/contract equipment inventory and federal property manual
- Monitors fiscal management of budgets to ensure that expenditures are properly recorded according to grant and project guidelines and track budget changes.
- Streamlines post award processes for internal or external resources according to the guidelines to provide guidance from award to closeout. Communicates changes such as time and effort, scope of work, etc.

#### **Albany State University, Albany, GA**

**02/2016 – 09/2018**

##### *Purchasing Card/Contract Administrator*

- Implemented processes to monitor and maintain departmental budgets as forecasted in fiscal year projections
- Verified the procurement practices comply with established ethical practices as set forth by both the Department of Administrative Services and the Board of Regents
- Served as the primary liaison to Department of Administrative Services to effectively resolve issues, maintain vendor relations, conduct audits and ensure compliance
- Provided oversight and day-to-day administration of the University P-Card program and contracts, served as program administrator and primary contact with department heads, faculty and staff to advise on the program and how to implement usage within their department
- Reviewed contractual performance of both parties to ensure compliance with terms.
- Responsible for contract renewals, extensions and performance. Worked closely with legal to ensure contractual language and terms were clear and concise.

Item 7a.

Felicia B. Brown  
Page 2

- Evaluated and administered agreements for contracted services including preparing new contracts, contract renewals, and contract amendments. Identify conflicts or changes requiring resolution at contract renewal
- Updated policies, procedures, forms and training materials relating to the P-Card Program; conducted training/workshops for faculty, staff and administration on compliance, and terms and agreement
- Reconciled accounts and monthly master statement, created reports to DOAS as required; and troubleshoot issues encountered with the program
- Maintained high volumes of financial activity in a fast-paced, risk-based corporate environment
- Managed contract creation, execution and analysis to maximize organizational and financial performance while reducing financial risks

06/2015 – 02/2016

*Buyer/ Procurement*

- Monitored and created purchase orders/requisitions to determine accuracy and sourcing information
- Made purchases by competitive bidding, informal quotations and negotiation, and in compliance with procurement laws and policies
- Prepared written correspondence to vendors and system personnel related to purchasing practices, policies and procedures; timely and resourceful resolution of issues and corrective actions
- Worked with accounting to ensure that expenditures are properly coded according to university and Federal guidelines
- Performed administrative duties related to the procuring of services, supplies and equipment in conformance with the laws and policies of Georgia Department of Administrative Services and Board of Regents.
- Created purchase orders and accurately reviewed and sourced NIGP codes. Knowledgeable in PeopleSoft
- Assisted in development of and maintaining processes of purchasing, contracts and procurement sources including small business and minority owned suppliers to stay abreast of trends, technologies, products and services
- Interacted with all levels of management in adhering to apportioned budgets

OTHER EMPLOYMENT

- **Dougherty County Board of Commissioners, Albany, GA** 10/2013 – 06/2015  
*Accountant*
- **Department of Juvenile Justice, Albany, GA** 07/2011 – 10/2013  
*Administrative Operations Coordinator*

EDUCATION

**Masters of Business Administration** 2019  
Albany State University, Albany, GA

**Bachelor of Science in Business Management** 2017  
Albany State University, Albany, GA

**Associates of Business Management** 2010  
Darton State College, Albany, GA

PROFESSIONAL DEVELOPMENT &amp; AFFILIATION

Certification in State Purchasing (GCPA) Renewed 07/2020

Diploma-Project Management 11/2017

Certification Contract Administration 12/2017

Certification in State Purchasing Card Administrator (GCPCA) Renewed 07/2021

Dougherty County Management and Administrative Training 2014

National Society of Leadership and Success

173



Planning Board

Incumbents

William Geer  
Sanford Hillsman

One new applicant

Demetrius Love

172

Item 7a.



October 21, 2021

Jawahn Ware, County Clerk  
Dougherty County Board of Commissioners  
222 Pine Avenue, Suite 540  
Post Office Box 1827  
Albany, Georgia 31702-1827

RE: William Geer  
Planning Board

Dear Mrs. Ware:

We received your letter dated October 20, 2021, concerning the reappointment of William Geer to the Planning Board.

Mr. Geer is in good standing with Planning Board. We look forward to continuing to work with him throughout a possible next term.

Please let me know if there is anything else you need from us.

Sincerely,

Paul Forgey

PF/dc

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Item 7a.



October 21, 2021

Jawahn Ware, County Clerk  
Dougherty County Board of Commissioners  
222 Pine Avenue, Suite 540  
Post Office Box 1827  
Albany, Georgia 31702-1827

RE: Sanford Hillsman  
Planning Board

Dear Mrs. Ware:

We received your letter dated October 20, 2021, concerning the reappointment of Sanford Hillsman to the Planning Board.

Mr. Hillsman is in good standing with Planning Board. We look forward to continuing to work with him throughout a possible next term.

Please let me know if there is anything else you need from us.

Sincerely,

*Paul Forgey*  
Paul Forgey

PF/dc



# DEMETRIUS T. LOVE

808 W 3<sup>rd</sup> Ave | Albany, GA 31701 | (229) 854.3664  
[demetriuslove06@gmail.com](mailto:demetriuslove06@gmail.com)

Item 7a.



## EXECUTIVE PROFILE

A multisector career portfolio in non-profit management and leadership with a successful track record of strategic planning and execution, program development, fundraising, and fiscal management

▪ <b>Strategic Planning, Vision &amp; Direction</b>	▪ <b>Insurance Property, Life, Auto, &amp; Title #3357946</b>
▪ <b>Operations Management</b>	▪ <b>Mortgage Loan Originator NMLS 2075497</b>
▪ <b>Fiscal Management &amp; Budget Administration</b>	▪ <b>Georgia Realtor #397371</b>
▪ <b>Policy &amp; Procedures Development</b>	▪ <b>Project Management Professional #1455560</b>

### Executive Management & Leadership

Girls Inc. of Albany, GA – President | The 100 Black Men of Albany, GA – President | United Way of Southwest GA – President & Chair  
Co-Chair, Mayor's Economic Development Advisory Coalition | Southwest Georgia Regional Commission Board Member Chairman  
Albany/Dougherty County Economic Development Commission Renewal Task Force Co-Chair

A passion driven diverse nonprofit volunteer management and public-sector career centered around growing, executing and building for organizations whose mission is to improve the lives of the citizens served.

- **Strategic Planning & Direction**
  - Drove Girls Inc. of Albany strategic plan to streamline programs to reduce cost and improve services delivered; resulted in organization being in the black by year end with a 50% increase in volunteers-to-girls serviced in programs ration
  - Created and executed the 100 Black Men of Albany strategic plan to achieve official chapter seal; resulted in the organization being in good standing with National HQ to receive chapter seal and granting probationary chapter status
  - Provided direction and oversight for United Way of Southwest GA Covid-19 campaign relief fund; resulted in multiple major donations of \$50k < and sustained funding for agencies serving community members who were directly impacted by Covid-19
- **Program Development**
  - Created the Project H.E.A.L. program for 3<sup>rd</sup> – 12<sup>th</sup> grade; resulted in receiving distinguish partner of excellence award from Dougherty County School System with 100< students participating
  - Created the Rites of Passage (ROP) mentoring program; resulted in a partnership (2021) with Boys & Girls Club II Men program servicing young men in three counties.
- **Marketing, Communications & Fundraising**
  - Represented Albany State University as the Institution's spokesperson and Executive Director of Marketing & Communications; resulted in ASU's first national magazine publication, first integrated marketing, communications and fundraising campaign *STAND (Start Taking A New Direct) for ASU*, first social media branding campaign, and first Georgia Trends feature
  - Developed and executed the ASU *Still We Rise* brand awareness campaign; resulted in designed and placed branded billboards in all major cities in Georgia to include Macon, Atlanta, Savannah, Augusta, Columbus and Albany
  - Drove the development and implementation of social media strategies that integrated Facebook, Twitter and Flickr; resulted in increased Facebook followers from 2000+ to 8,000+, 1000+ tweets and 10,000+ photos on Flickr within 1.5 years
  - Created and executed the Stop the Violence PR campaign, *Crime... Everyone Pays*; resulted in new strategies with the county and city police departments for community policing
  - Created and executed Girls Inc. of Albany, GA integrated marketing, communication and fundraising 40-year anniversary campaign, *I Am Girls Inc.*; resulted in significant increase in first time giving and repeat giving as well as doubling year over year total giving
  - Created the 2020 -2021 REIMAGINE comprehensive marketing, communications and fundraising campaign which has resulted in > \$500K in Covid relief funds raised and multiply major gifts ranging \$25k to \$100k presented to the United Way of Southwest Georgia

### MillerCoors, Albany, GA 2016 to Present

Second-largest Beer brewer in the U.S. - \$8 Billion

#### **Information Technology & System Manager**

**Department Head for IT & Systems; serve as a member of the senior leadership** team responsible for governance, establishing goals and developing strategic plans for the Albany MillerCoors Plant that generated billion+ dollars in revenue for 2017. As the IT & Systems department head, responsibilities include oversight and leadership in all aspects of the Albany MillerCoors plant IT infrastructure, enterprise applications, user support, telecommunications, automation engineering, robots (LGVs), control systems, as well as data and cyber security; responsible for managing the Albany Brewery IT technology cost center and project portfolio.

### Dougherty County School System, Albany, GA 2014 to 2016

16,000 student Public School District 24 Schools: 15 elementary, 5 middle, 4 high schools

#### **Chief Information Officer (CIO)**

**Set the vision for technology** directly aligned to the vision & goals of the superintendent & the school district; provided leadership and support in establishing solid customer relationships by effectively partnering with stake holders to clearly identify and define technology needs and implement technology solutions to support instruction as well as administrative & business operations; developed & executed a multi-million\$ dept budget

2013 to 2014

**Director of Information Technology**

Provided strategic leadership for the Information Technology department. Responsible for all aspects of client services, academic technology services and instructional technology training for faculty & staff; served as the campus technology liaison.

2011 to 2013

**Executive Director of Marketing & Communications**

Direct & manage university-wide marketing initiatives that impacted the institution's brand & market position internally & externally; work with all campus stakeholders to develop, implement/execute all aspects of the marketing and strategic communications strategies including mobile, web, social media, digital, advertisement, promotions, publicity and recruitment; managed marketing and advertising budget.

2007 to 2011

**Director of Technology Support Services**

Directed and brokered technology services and support for Albany State University's User Support and IT Help Desk, Card Services, Enterprise Applications, Web and Portal Development, Academic Technology Services, Telecommunications, and Emergent Technologies. Supervisory responsibilities included supervising managers and technical staff; served in the capacity of the IT Project Manager for campus technology integration solutions.

**EDUCATION**

California Southern University **Doctor of Business Administration (DBA)** present

Valdosta State University **Master of Public Administration** 2000

Park University **Bachelor** of Science, Management & **Computer Information Systems** 2002

Albany State University **Bachelor** of Arts, Sociology 1998

**CERTIFICATIONS**

- Project Management Professional (PMP)
- MCSA Server 2012
- MCSE Server Infrastructure
- Green Belt Lean Six Sigma
- Total Preventive Maintenance Concept (TPM)

**LICENSES**

- Georgia Real Estate Agent
- National Mortgage Broker
- Georgia Auto, Home and Life & Health Insurance Broker

**CERTIFICATES**

- Manufacturing Execution Systems/Manufacturing Operations Management CoC 2017
- Leadership Albany 2014
- University of Indiana School of Philanthropy Fundraising Management 2013
- Georgia Economic Leadership Academy 2012
- University of Georgia Continuing Education Project Management 2006
- Darton State College Cisco Support Specialist 2004 System Support Specialist 2003

**AWARDS/SERVICES**

- Albany Herald's 2010 Southwest Georgia Top 40/40
- United States Air Force Accommodation Medal for Network Administrator
- United States Air Force Accommodation Medal for System Administrator

Plumbing Board

Incumbents

Lee Eppley

Glenn Tyler Harris

Rhett Parker

No new applicants

80

Item 7a.



October 21, 2021

Jawahn Ware, County Clerk  
Dougherty County Board of Commissioners  
222 Pine Avenue, Suite 540  
Post Office Box 1827  
Albany, Georgia 31702-1827

RE: Lee Eppley  
Plumbing Board

Dear Mrs. Ware:

We received your letter dated October 20, 2021, concerning the reappointment of Lee Eppley to the Plumbing Board.

Mr. Eppley is in good standing with the Plumbing Board. We look forward to continuing to work with him throughout a possible next term.

Please let me know if there is anything else you need from us.

Sincerely,

A handwritten signature in blue ink that reads "Paul Forgey".

Paul Forgey

PF/dc





October 21, 2021

Jawahn Ware, County Clerk  
Dougherty County Board of Commissioners  
222 Pine Avenue, Suite 540  
Post Office Box 1827  
Albany, Georgia 31702-1827

RE: Glenn Tyler Harris  
Plumbing Board

Dear Mrs. Ware:

We received your letter dated October 20, 2021, concerning the reappointment of Glenn Tyler Harris to the Plumbing Board.

Mr. Harris is in good standing with Plumbing Board. We look forward to continuing to work with him throughout a possible next term.

Please let me know if there is anything else you need from us.

Sincerely,

  
Paul Forgey

PF/dc





October 21, 2021

Jawahn Ware, County Clerk  
Dougherty County Board of Commissioners  
222 Pine Avenue, Suite 540  
Post Office Box 1827  
Albany, Georgia 31702-1827

RE: Rhett Parker  
Plumbing Board

Dear Mrs. Ware:

We received your letter dated October 20, 2021, concerning the reappointment of Rhett Parker to the Plumbing Board.

Mr. Parker is in good standing with Plumbing Board. We look forward to continuing to work with him throughout a possible next term.

Please let me know if there is anything else you need from us.

Sincerely,

  
Paul Forgey

PF/dc

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Item 7a.

Retirement Fund Committee

Incumbents

William Cooling

No new applicants

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Item 7a.



DOUGHERTY COUNTY BOARD OF COMMISSIONERS  
HUMAN RESOURCES

Dominique Hall, Director

Thursday, October 21, 2021

Mrs. Bristria Clark Hope  
222 Pine Avenue, Suite 540  
Albany, GA 31701

Re: Retirement Fund Committee

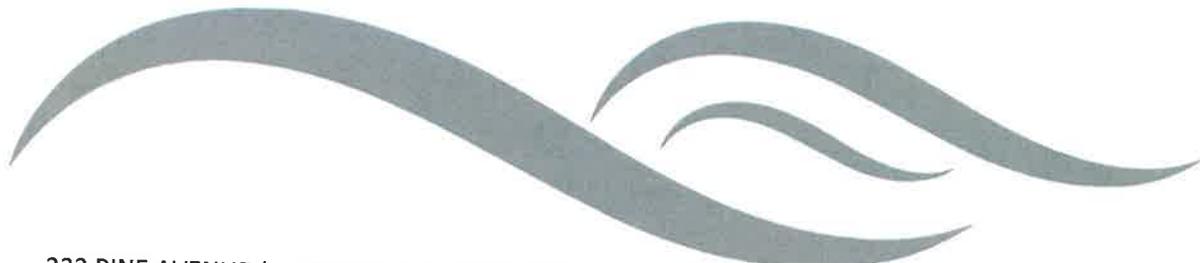
Dear Mrs. Clark Hope:

This letter is to verify that current Retirement Fund Committee member, Mr. William Cooling, is in good standing should he express interest in continuing to serve on the Dougherty County Retirement Fund Committee. His current term will expire on December 31, 2021.

Sincerely,

*Dominique Hall*

Dominique Hall  
HR Director



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Item 7a.

Southwest Georgia Community Action Council

Incumbent

Glenn Tyler Harris

No new applicants

92

Item 7a.

93



**Helping People • Changing Lives • Building Communities**

**Randy Weldon • Chief Executive Officer**  
**Raimond Burley • Board Chair**  
Post Office Box 3728 • 912 First Avenue SE • Moultrie, Georgia 31776

October 21, 2021

Mr. Christopher Cohilas  
Chairman  
Dougherty County Board of Commissioners  
222 Pine Avenue, Ste 540  
Albany, Georgia 31701

Via bclark@dougherty.ga.us

Dear Mr. Cohilas:

Mr. Glenn Tyler Harris was appointed to our Board of Directors as a public sector representative for Dougherty County for the 2021 calendar year. He has faithfully served this year and his current term will expire on December 31, 2021.

Mr. Harris is a member in good standing on our board of directors. During his time on the board he has proven to be an active and insightful board member. He asks probing questions and gathers information to better educate himself on our Agency's services and activities. He has even facilitated communication with local entities, including County and City government, to help our Agency improve service delivery to those in need in Dougherty County.

At this time we are requesting that Mr. Harris continue to serve on our board. We would be delighted if he agreed to continue to serve and represent the citizens of Albany and Dougherty County.

If you have any questions or if we can provide additional information, please give me a call.

Sincerely,

Randy Weldon  
CEO

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Item 7a.

Southwest Georgia Housing Task Force

Incumbent

Sonya Johnson

No new applicant

96

Item 7a.



181 East Broad St,  
P.O. Box 346  
Camilla, Georgia, 31730-0346  
Phone: (229)522-3552  
Fax: (229)522-3558  
[http://www.swgrcplanning.org/  
swga-regional-housing-task-](http://www.swgrcplanning.org/swga-regional-housing-task-)

October 21, 2021

Dougherty County Board of Commissioners  
Ms. Bristeria Clark Hope, Deputy County Clerk  
222 Pine Avenue, Suite 540  
Albany, Georgia 31701

Greetings:

Thank you for your commitment to housing! This letter is in response to Ms. Sonya Johnson and her participation as a member of the Southwest Georgia Housing Task Force.

Ms Johnson has been a committed member from day one and is currently serving as Assistant Director. We would welcome her to serve another term if reappointed. We do consider her a member in good standing and look forward to her continued service.

Thank you for allowing her to serve as the Dougherty County representative. If additional information is needed, please let me know by phone or email ([nidhomesave@gmail.com](mailto:nidhomesave@gmail.com) OR (229) 317-4745).

Sincerely

Patricia Fletcher-Edwards  
Director, SW GA Housing Task Force

**Opening Doors to Homeownership in:**

Baker ~ Calhoun ~ Colquitt ~ Dougherty ~ Decatur ~ Early ~ Grady ~ Lee ~ Miller ~ Mitchell ~ Seminole ~ Terrell ~ Thomas ~Worth Counties

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Item 7a.

Southwest Georgia Regional Commission

Incumbents

Raymond Breaux

Commissioner Anthony Jones

Casawn Lhuillier- Yheyeis

No new applicant

(100)

Item 7a.

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Southwest Georgia  
Regional Commission  
SWGRC.ORG

P.O. Box 346  
181 East Broad Street  
Camilla, Georgia 31730  
229-522-5552  
229-522-3558 fax

October 21, 2021

RE: Southwest Georgia Regional Commission Council Appointees

Dear Ms. Clark-Hope,

Raymond Breaux, Casawn-Lhuillier Yheyeis and Commissioner Anthony Jones are all three members of good standing on our Council and it has been a pleasure having them. All three have good attendance and participate in our meetings as active council members.

Thank you for your inquiry and providing us with great appointees.

Sincerely,

Heather White  
Executive Assistant  
Southwest Georgia Regional Commission



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Item 7a.

### The Southwest Georgia Regional Commission Council Attendance Record

2021		Position	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	DEC	Start	Committee	
<b>BAKER COUNTY</b>														50%		
	Chris Moore	County														
	John Spann	City	X	X	X	X	E	X						0%	5/1/2016	Community Development
	Eddie Hopkins	Non-Public			X	X	X	X						83%	12/1/2008	Executive, Personnel, Transp., Bylaws, Audit
<b>CALHOUN COUNTY</b>														83%		
100% Attendance	Charlie Williams	County	X	X	X	X	X	X						100%	1/1/2004	
	Deidre Evans-Severson	City		X	X	X	E	X						67%	1/9/2018	
	Benny Flowers	Non-Public	X		X	X	X	X						83%	1/1/2009	Nominating, Ethics(exp '21)
<b>COLQUITT COUNTY</b>														75%		
100% Attendance	Paul Nagy	County	X	X	X	X	X	X						100%	1/1/2015	Comm. Development, Nominating, Executive, Audit
	Ferrell Ruis	City	X	E		E	E	X						33%	1/1/2008	Transportation, Audit
	Johnsie Handfield	Non-Public	X	X	X	X	X	X						83%	12/7/2020	
100% Attendance	Barbara Grogan	Additional	X	X	X	X	X	X						100%	1/7/2020	Community Development
<b>DECATUR COUNTY</b>														33%		
	Steve Brock	County	X			X	X	X						67%	6/29/2016	Transportation
	Kregg Close	City												0%	10/15/2017	
	Revonn Miller	Non-Public	X	E			X	E						33%	6/1/2013	
	Billy Poppell	Additional				E	X	X						33%	3/1/2016	
<b>DOUGHERTY COUNTY</b>														83%		
100% Attendance	Anthony Jones	County	X	X	X	X	X	X						100%	10/15/2015	Executive, Community Development
	Jon Howard	City	X	X		X	X	X						83%	2/14/2019	Community Development
	Tammy McCrary	Non-Public		E	X	X	X	E						50%	1/1/2017	Community, Nominating
100% Attendance	Raymond Breaux	Additional	X	X	X	X	X	X						100%	1/1/2008	Transportation, Bylaws
	Casawn-Lhuillier Yheyeis	Additional	X		X	X	X	X						83%	2018	
<b>EARLY COUNTY</b>														100%		
100% Attendance	Charlie Sol	County	X	X	X	X	X	X						100%	9/15/2019	
100% Attendance	Al Hutchins, Jr.	City	X	X	X	X	X	X						100%	2/1/2005	Personnel, Bylaws, Executive
100% Attendance	Freddie Speight	Non-Public	X	X	X	X	X	X						100%	10/1/2013	
<b>GRADY COUNTY</b>														67%		
	Phillip Drew	County	X		X		X							50%	1/1/2020	
	LaFaye Copeland	County						X						100%	2nd time	Jun'21
	Jim Sellers	City		X	X	X	X	X						83%	2004, 2009	Bylaws, Retirement
	Joe Walden	Non-Public	X		X		X	E						50%	12/1/2010	Nominating
<b>LEE COUNTY</b>														58%		
	John Wheaton	County			X									17%	2/1/2019	Community Development
	Dwight Hickman	City	X		X	X		X						67%	2/1/2014	Community Development
	Chad Griffin	Non-Public	X	X		E	E	X						50%	1/1/2015	Community Development
	Vacant	Additional														
	Glenda Battie	Additional	X	X	X	X	X	X						100%	1989, 2009	Executive, Transportation
<b>MILLER COUNTY</b>														11%		
	Kregg Freeman	County												0%	2/1/2020	Human Resources
	Carlos Williams	City				X	X							33%	8/1/2009	Community Development
	Jayne Smith	Non-Public												0%	1/18/2018	
<b>MITCHELL COUNTY</b>														94%		
100% Attendance	Ben Hayward	County	X	X	X	X	X	X						100%	2/1/1986	Audit, Retirement
	Danny Palmer	City	X	X		X	X	X						83%	1/1/2002	Executive, Audit, Retirement
100% Attendance	Nathaniel Keaton	Non-Public	X	X	X	X	X	X						100%	1/1/2015	Community Development, Transportation
<b>SEMINOLE COUNTY</b>														61%		
	Brenda Peterson	County	X	X	E	X	E	E						50%	1/1/2011	Executive, Personnel
	Mitchell Blanks	City	X	X	X	E	E	X						67%	2/1/2015	
	Tracie Beard	City		X	X	X		X						67%	5/1/2016	
<b>TERRELL COUNTY</b>														0%		
	Ernest Johnson	County												0%	5/15/2015	
	Vacant	City												0%	2/1/2020	Community Development
	Jack Powell	Non-Public			E	E								0%	2/1/1997	Retirement, Audit
<b>THOMAS COUNTY</b>														100%		
100% Attendance	Donnie Baggett	County	X	X	X	X	X	X						100%	1/1/2013	Transportation, Bylaws, Personnel, Executive
100% Attendance	Wanda Warren	City	X	X	X	X	X	X						100%	1/1/2020	Ethics (exp '22)
100% Attendance	Al Bryan	Non-Public	X	X	X	X	X	X						100%	2013/2019	Bylaws, Ethics (exp '21)
100% Attendance	Elaine Mays	Additional	X	X	X	X	X	X						100%	1/1/2001	Executive, Personnel, Transp., Bylaws
<b>WORTH COUNTY</b>														67%		
	E. Dice Roberts	County	X	X			X	X						67%	2/1/2017	
	Christopher Wheeler	City		X		X	X	X						67%	1/18/2019	
	John McPhaul	Non-Public			X	X	X	X						67%	2/1/2020	
<b>Governor's Appointment</b>														67%		
	VACANT													0%		
	VACANT													0%		
	Norma Gilpatrick		X	E	E	X	X	X						67%	9/2/2016	Transportation, Nominating
<b>Lt. Governor's Appointment</b>														33%		
	Rodney Prince		X		E	E	X	E						33%	7/5/2019	Audit Committee
<b>Speaker of the House Appointment</b>																
	VACANT															

No appointment  
Excused COVID19

# of Members: 35

# of Counties: 12

Counties with 100%:  
Calhoun  
Early  
Mitchell  
Thomasville  
Worth

Quorum= 8 Counties and at least 12 Council Members

\*Note: Due to COVID19 Respective the meeting was held via Zoom and absent conference January, February, March, April, and May

Guests  
None

Staff Present  
Suzanne Angell  
Barbara Reddick  
Scott Stephenson  
Heather White

X = 100% ATTENDANCE

% Attendees for Month		66%	54%	60%	66%	68%	71%
Of Unattended	% Excused	0%	13%	20%	35%	31%	36%
Of Unattended	% Absent	100%	87%	80%	65%	69%	64%

49 Members

\*Items expire December 31st

X=PRESENT E=EXCUSED ABSENCE BLANK=UNEXCUSED ABSENCE

(104)

Item 7a.

Stadium Authority

Incumbent

Chuck Roberts

One new applicant

Dr. Tamara Davis

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Item 7a.

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# DOUGHERTY COUNTY STADIUM AUTHORITY

P. O. Box 1198

Albany, Georgia 31702

November 4, 2021



Board of County Commissioners  
222 Pine Avenue  
Albany, Georgia 31701

Dear Commissioners:

The Dougherty County Commissioners have had the responsibility of assigning two members to the Dougherty County Stadium Authority. Mr. Chuck Roberts has served on the Stadium Authority since 1981 and currently holds the position of Board Chairman. He has earned the respect of his fellow committee members as well as the stadium personnel. The Dougherty County Stadium Authority would appreciate it if the County Commissioners would reappoint Mr. Roberts to serve another term as a stadium committee member.

We look forward to hearing from you soon.

Respectfully,

Johnny Seabrooks  
Secretary/Treasurer  
Dougherty County Stadium Authority

JS/ph

2008 NOV  
11 11:11

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**CURRICULUM VITAE**

**Tamara C. Davis DNP, FNP-C, APRN**

2622 E. Doublegate Drive  
Albany, Georgia 31721  
229-349-5996  
tamdavis123@aol.com

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**Board Certified Family Nurse Practitioner/Doctorate in Nursing Practice**

**EDUCATION**

- 2017 Doctor of Nursing Practice  
Augusta University formerly the Medical College of Georgia  
Research interests: Health disparities, community-based participatory research, faith-based behavioral interventions
- 2013 Master of Science in Nursing/Family Nurse Practitioner  
Albany State University, Albany, GA.
- 2000 Bachelors of Science in Nursing  
Albany State University, Albany, GA

**PROFESSIONAL LICENSURE & CERTIFICATIONS**

- Georgia Nursing License: RN NP 155095 Exp.1/31/2021
- American Academy of Nurse Practitioners  
Family Nurse Practitioner #F0314224 Exp. 5/11/2024
- Georgia Nursing License: RN 155085 Exp.1/31/2021
- American Heart Association Basic Life Support Instructor: Exp. 5/2019

**ACADEMIC POSITIONS**

- 2015--to  
current Adjunct Nursing Faculty (online)-Visiting Professor,  
Chamberlain University, College of Nursing [Pre-licensure Nursing Program]
- 2015-2016 Interim Director-Family Nurse Practitioner Program, Albany State University, Albany, Ga
- 2013-2016 Assistant Professor (face to face; online), Family Nurse Practitioner program, MSN program, Undergraduate Nursing program, Albany State University, Albany, Ga
- 2012-2013 Nursing Workforce Diversity Grant Coordinator , College of Nursing, Albany State University, Albany, Ga

2005-2013 Clinical Instructor, College of Nursing, Albany State University, Albany, Ga

### CLINICAL POSITIONS

2015-current Family Nurse Practitioner, United Health Group/Optum Health, Albany, Ga

2014-2016 Family Nurse Practitioner, Transform Health Rx, Columbus, Ga, Corporate Health Clinic (Thursday Clinic)

2014-2016 Family Nurse Practitioner, Loving Hands Extended Home Services LLC, Albany, Ga (PRN-as needed)

### DOCTORATE OF NURSING PRACTICE PROJECT

2017 Tamara Davis. DNP Project. Enhancing the efficacy of an African American faith-based health and wellness program through a needs assessment.

### MSN THESES/ FNP PROJECTS:

2015-2016 Kayla Sherrouse. What Do the Elderly in Long Term Care Facilities Know About Urinary Tract Infections. Role: Committee Member, Graduated 2016

2015-2016 Dionne Walker and Sheree Cunningham. Nurse Practitioner Awareness of Celiac Disease. Role: Committee Member, Graduated 2016

2015-2016 Wendy Livingston. What Are Nurse Practitioner's Barriers When Treating Children Obesity. Role: Committee Member, Graduated 2016

2014-2015 Megan Robins. Perceived Barriers To Breast Cancer Screening Among Rural South Georgia Women: Utilizing the Health Belief Model. Role: Committee Member, Graduated 2015

2014-2015 Kasheika Williams. Attitudes Of Healthcare Providers Towards HIV/AIDS Patients. Role: Committee Member, Graduated 2015

2013-2014 Julie Leary. How Do Nurses Provide Care During A Nursing Shortage. Role: Committee Member, Graduated 2014

2013-2014 Joyce Michelle McCook. The Measured Outcome of Current Diabetic Education For Nurses That Provide Care For Nursing Home Patients Diagnosed with Type II Diabetes. Role: Committee Member, Graduated 2014



2013-2014 Porcial Wilson. The School Nurses' Attitude Toward Type II Diabetes in School Children. Role: Committee Member, Graduated 2014

**GRANTS FUNDED PI, CO-I, PROJECT DIRECTOR ROLES**

Completed

Emory Prevention Research Center (Davis, PI) 2010-2012  
Prevention Strategies that Work-a Mini Grants Program, health promotion program for faith-based organizations  
Funded: \$5000

HRSA (Davis, Project Director) 2012-2013  
Nursing Workforce Diversity  
Funded: \$400,000

**PEER-REVIEWED PUBLICATIONS**

Published

Arriola, K., Hermstad, A., St. Clair, S., Honeycutt, S., Carvalho, M., Cherry, S., **Davis, T.**, Frazier, S., Liang, L. Escoffery, C., Kegler, M. (2016). Promoting Policy and Environmental Change in Faith-Based Organizations: Description and Findings from a Mini-Grants Program. American Journal of Health Promotion

Arriola, K., Hermstad, A., St. Clair, S., Honeycutt, S., Carvalho, M., Cherry, S., **Davis, T.**, Frazier, S., Liang, L. Escoffery, C., Kegler, M. (2014). Promoting Policy and Environmental Change in Faith-Based Organizations: Description and Findings from a Mini-Grants Program. Health Promotion Practice

**CONFERENCE PRESENTATIONS AND PUBLISHED ABSTRACTS**

Oral

**Davis, T.**, Arriola, K., Kegler, M., Carvalho, M. Promoting Policy and Environmental Change in Faith-Based Organizations: Organizational Level Findings from a Mini-Grants Program. Abstract for the 86th Annual Meeting and Conference of the Georgia Public Health Association, Atlanta, GA, April 2015.

**Davis, T.**, Arriola, K., Kegler, M., Carvalho, M. Description and Baseline Findings With Environmental Change from the Prevention Strategies that Work (PSW) Southwest Georgia Mini Grants Program in Faith Based Organization. Abstract for the 85th Annual Meeting and Conference of the Georgia Public Health Association, Atlanta, GA, March 2014.

**HONORS & AWARDS**

- 2021 Lead Nurse Practitioner (Optum Health)
- 2020 Albany Ga Community Hero of the Year (Albany Herald-Best of the Best)
- 2018 Clinical Sages of Excellence Award, United Health Group/Optum Health
- 2015 Outstanding Faculty Member College of Nursing, Albany State University
- 2000 Phoebe Putney Memorial Hospital Clinical Award
- 2000 Alpha Kappa Mu National Honor Society Award

**PROFESSIONAL MEMBERSHIPS**

- 2014 Flint River Nurse Practitioner Association
- 2014 American Academy of Nurse Practitioners
- 2014 National Association of Nurse Practitioner Faculties
- 2015 Sigma Theta Tau International

**CHAMBERLAIN UNIVERSITY TEACHING ASSIGNMENTS**

<b>Course</b>	<b>Role</b>	<b>Year</b>
NR449 Evidence Based Practice	Online Faculty/Lecturer	September 18-to current
NR 283 Pathophysiology*	Online Faculty/Lecturer	January 18-to current
NR449 Evidence Based Practice	Online Faculty/Lecturer	January 18
NR449 Evidence Based Practice	Online Faculty/Lecturer	September 17
NR449 Evidence Based Practice	Online Faculty/Lecturer	March 17-to current
NR228 Nutrition, Health, Wellness*	Online Faculty/Lecturer	March 17
NR449 Evidence Based Practice	Online Faculty/Lecturer	January 17
NR449 Evidence Based Practice	Online Faculty/Lecturer	March 16
NR 293 Pharmacology in Nursing	Online Faculty/Lecturer	May 16
NR 293 Pharmacology in Nursing	Online Faculty/Lecturer	July 16
NR449 Evidence Based Practice	Online Faculty/Lecturer	October 16

**ALBANY STATE UNIVERSITY TEACHING ASSIGNMENTS**

**(MSN/Family Nurse Practitioner Courses)**

<b>Course</b>	<b>Role</b>	<b>Year</b>
NURS 5410 Intro to Family Primary Care	Online Faculty/Lecturer	Fall 15, 16-to current
NURS 6101 Primary Care of Women	Online Faculty/Lecturer	Summer 14,15,16
NURS 5421 Primary Care of Children	Online Faculty/Lecturer	Spring 15,16
NURS 6211 Primary Care of Adults	Online Faculty/Lecturer	Fall 16
NURS 6820 Family Nurse Practitioner Practicum	Online Faculty/Lecturer	Spring 15-to current
NURS 6310 Primary Care Issues in Health Promotion for Communities	Online Faculty/Lecturer	Fall 15
NURS 5100 Advanced Health	Online	Summer 14,15,16

Assessment	Faculty/Lecturer	
NURS 5210 Advanced Pathophysiology	Online Faculty/Lecturer	Fall 15

**ALBANY STATE UNIVERSITY TEACHING ASSIGNMENTS**

**(Undergraduate Nursing Courses—Face to Face)**

Course	Role	Year
NURS Adult Health Nursing II	Faculty/Lecturer	Fall 16
NURS Fundamental Concepts of Professional Nursing	Faculty/Lecturer	Spring 16-to current
NURS Pathophysiology for Health Providers	Faculty/Lecturer	Fall 16
NURS Senior Comprehensive Nursing	Faculty/Lecturer	Spring 16
NURS Directed Study/NCLEX Prep	Faculty/Lecturer	Summer 16
NURS Pharmacology	Faculty/Lecturer	Fall 15 to current

**COLLEGE OF NURSING SELECTED ACTIVITIES (Albany State University)**

- 2014-2016 Graduate Faculty Committee (member)
- 2013-2016 Undergraduate Curriculum Committee (member)
- 2012-2016 Department of Nursing Hospitality and Pinning Ceremony Committee (chairperson)
- 2012-2016 Nursing Student Outreach Association (Advisor)
- 2012-2016 Nursing Workforce Diversity Scholarship Selection Committee
- 2012 Undergraduate Program Admissions Committee

**UNIVERSITY COLLEGE-WIDE SERVICE (Albany State University)**

- 2016 Strategic Planning Committee: Outreach & Economic Development

**COMMUNITY SERVICE**

Local

- 2017-present Alpha Kappa Alpha Sorority, Inc (Health and Wellness chairperson)
- 2015-present Ray of Hope (Annual Free Mobile Health Clinic)

- 2011-present Health and Wellness Ministry (medical liaison)
- 2010-present Albany Faith Network (Leader, Consultant)
- 2007-2010 Relay for Life (participant)

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Item 7a.

Tax Assessors Board

Incumbents

George Anderson

Wayne Shaw

No new applicants



**Dougherty County Board of Assessors**  
P O Box 1827 Albany, GA 31702  
(229) 431-2130 Fax (229) 446-2713  
Email: anbutler@dougherty.ga.us

**ASSESSORS**  
William Ashberry, Chairman  
Larry Thomas, Vice-Chairman  
George Anderson  
Je'Nita Lane  
Wayne Shaw

**CHIEF APPRAISER**  
Joseph McPherson  
**SECRETARY**  
Angela Butler



October 22, 2021

Mrs. Bristeria Clark Hope  
225 Pine Avenue  
Albany, GA 31701

**Re: Tax Assessors Board**

Dear Mrs. Hope:

This letter is to verify that Mr. George Anderson and Mr. Wayne Shaw with the Dougherty County Board of Tax Assessors have accepted to continue serve on the board for the next three years. I Joseph McPherson, Dougherty County Chief Appraiser respectfully submit that Mr. George Anderson and Mr. Wayne Shaw are in good standing with the Dougherty County Board of Tax Assessors.

If any additional information is needed, please do not hesitate to contact me at (229) 302-3050.

Sincerely,

Joseph McPherson  
Dougherty County Chief Appraiser

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Item 7a.

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