



REGULAR MEETING

May 17, 2021
10:00 AM

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

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 or viewing the public government access channel (Channel 16).

1. Call to meeting to order by Chairman Christopher Cohilas.
2. Roll Call.
3. Invocation.
4. Pledge of Allegiance.
5. Minutes.
 - a. Consider for action the Minutes of the April 19th Regular Meeting and April 26th Special Called Meeting. **ACTION:**
6. 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. Georgia Department of Community Affairs (DCA) Commissioner Christopher Nunn is present to provide a DCA update as well as discuss the new Georgia Rental Assistance Program.
 - b. Public Works Director Larry Cook present to accept the Proclamation recognizing May 16-23, 2021 as National Public Works Week in Dougherty County. Laborer, Cindy Willis – Employee of the Year and Administrative Supervisor, Benita Dyes – Manager of the Year are also present.

- c. EMS Director Sam Allen present to accept the Proclamation recognizing May 16-23, 2021 as Emergency Medical Services Week in Dougherty County and to recognize the entire staff of Dougherty County EMS for an outstanding job done in providing the highest level of medical care during the COVID-19 Pandemic. All EMS Staff will be receive a special recognition from the department for the medical care given above and beyond during this time.
- d. William Wright, representative of AFRAM Tech, Inc. present to discuss disaster related services by a Louisiana firm.

7. Purchases.

- a. Consider for action the Resolution providing for the acceptance and execution of the contract to accept the bid from the lowest responsive and responsible bidder LRA Constructors, Inc. (Albany, Georgia) to rehab the Historic Spring Run Bridge in Radium Springs for a total expenditure of \$679,100. Funding will be provided by TSPLOST and reimbursed with a Department of Natural Resources (DNR) State Grant. **ACTION:**
- b. Consider for action the Resolution providing for the acceptance and execution of the contract to accept the proposal from Edge Aquatic Services (Soperton, GA) for the chemical treatment & management of hydrilla in Radium Springs for an annual price of \$12,800, with the option to renew the services for consecutive one year periods for two (2) additional years. Funding is available in the General Fund. **ACTION:**
- c. Consider for action the purchase of a six-inch compressor-assisted, trailer mounted pump for Public Works from the Sourcewell Contract holder Thompson Pump (Port Orange, FL) in the amount of \$39,779. The equipment will be used during flooding events. Funding is budgeted in SPLOST VI. **ACTION:**
- d. Consider for action the Resolution providing for the acceptance and execution of the Task Order for Solid Waste for the Site Acceptability Study and Report and D&O Plans for the expansion of the MSW and C&D landfills at the Fleming/Gaissert Road Landfill with the current vendor Atlantic Coast Consulting (Savannah, GA) in the amount not to exceed \$500,000. Funding is available in the Solid Waste Capital Outlay. **ACTION:**
- e. Consider for action the Resolution providing for acceptance and execution of the proposal in the amount of \$100,080 from Dewberry Engineers Inc. (Atlanta, GA) to provide professional engineering services. The services will assess the potential effectiveness of modifying the operations of the Flint River Hydro Project, Muckafoonee Dam and Crisp Power Dam at Lake Blackshear on the Flint River to mitigate flooding on Lake Chehaw and Lake Worth. Funding is available in SPLOST VII. The Commission tabled discussion on the topic in the February 8, 2021 Work Session. Assistant Administrator Scott Addison will discuss. Public Works Director Larry Cook, Project Engineer Jeremy Brown and Associate Vice President Sam Fleming, P.E. are present. **ACTION:**

8. Additional Business.
 - a. Consider for action the acceptance and execution of a Resolution on behalf of the District Attorney's Office for the County to receive a supplement for State paid employees. A resolution is now required for the FY 2022 State Paid County Reimbursed (SPCR) Contract. **ACTION:**
 - b. Consider for action the recommendation from the Sheriff's Office for the County to jointly fund the 2021 Youth Summer Camp Program in the amount of \$10,000 from the DATE program. The City of Albany will be asked to match the request in the same amount. **ACTION:**
 - c. Consider for action the Resolution providing for the enforcement of Dougherty County Nuisance Abatement Resolution relative to one dilapidated structure located at 1000 Liberty Expressway. The Commission tabled discussion on the topic in the April 12, 2021 Work Session. County Attorney Spencer Lee and County Administrator Micheal McCoy will discuss. **ACTION:**
9. Updates from the County Administrator.
10. Updates from the County Attorney.
11. Updates from the County Commission.
 - a. Reminder-** The Finance Committee will meet in Room 120 immediately following the Regular Meeting to discuss the proposed FY 22 Budget for the General Fund.
12. 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
SPECIAL CALLED MEETING MINUTES

DRAFT

April 26, 2021

The Dougherty County Commission met for a Special Called Meeting in Room 100 of the Albany-Dougherty Government Center on April 12, 2021. Chairman Christopher Cohilas presided and called the meeting to order at 10:00 am. Commissioners present were Victor Edwards, Gloria Gaines, Russell Gray, Anthony Jones, and Ed Newsome. Commissioner Clinton Johnson participated via the audio-conferencing feature. 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, via live streaming of the meeting on the County's Facebook page and the government public access channel.

The Chairman called for approval of the April 5th Regular Meeting, April 12th Work Session and April 12th Special Called Meeting minutes.

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

The Chairman recognized William Wright, representative of AFRAM Tech, Inc. to update the Commission on the MBE Program Plan. Mr. Wright shared that an oversight SPLOST Committee is needed to ensure that the money is not shifted without public insight. He shared that additional information will be presented in another meeting and that he will provide an update on the PPP loan and the "Shuttered Venue Operator Grant." Mr. Wright clarified that his proposed MBE program is not race-based but is based on economic disadvantages and he announced his upcoming workshops and answered questions from Commissioner Gaines.

The Chairman called for consideration of the recommendation from the Emergency Medical Services Department to apply for an EMS Trauma Related Equipment reimbursement Grant in the amount of \$11,031.02 for use to purchase EMS Trauma Related Equipment. This is a 100% grant with no local match. EMS Director Sam Allen addressed.

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

The Chairman called for consideration the use of the Dougherty County Nuisance Abatement Resolution Number 20-034 to address one purported dilapidated structure located at 124 Lovers Lane. County Attorney Spencer Lee and County Administrator Michael McCoy addressed. Attorney Lee outlined that the resolution allows Code Enforcement to provide an analysis of the property. If the property owners cannot be located or do not act, then legal action can take place.

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

Commissioner Gray said he was thankful that no citizens lost their lines due to the recent storms and shared that citizens are complaining that calls are not being returned, specifically by the Magistrate Court. He said that customer service should continue [despite the building being closed]; and the Chairman asked Mr. McCoy to relay the message to the court.

There being no further business to discuss the Commission, the meeting adjourned at 10:32 a.m.

CHAIRMAN

ATTEST:

COUNTY CLERK

DOUGHERTY COUNTY COMMISSION

DRAFT

REGULAR MEETING MINUTES

April 19, 2021

The Dougherty County Commission met in Room 100 of the Albany-Dougherty Government Center on April 19, 2021. Chairman Christopher Cohilas presided. Commissioner's present were Victor Edwards, Russell Gray, Clinton Johnson, and Ed Newsome. Commissioner Gloria Gaines participated via the audio-conferencing feature. 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. Commissioner Anthony Jones was absent.

After the invocation and Pledge of Allegiance, the Chairman called for approval of the March 15th Regular Meeting and March 29th Work Session minutes.

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

The Chairman recognized Judge Ingrid Driskell to discuss the request for the Criminal Justice Grant Program in the amount of \$450,000. Her desire is to work with Sheriff Sproul to create a program that will address the ongoing needs in the community. To accommodate the Judge's schedule for Court, the Chairman called for consideration of the recommendation from Juvenile Court to apply for a Criminal Justice Incentive Grant Program in the amount of \$450,000 for Functional Family Therapy use. This is a 100% grant with no local match. Judge Ingrid Driskell addressed.

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

The Chairman recognized William Ashberry, Chairman of the Board of Tax Assessors who recognized Chief Appraiser, George Anderson, for 31 years of service as a Dougherty County employee and introduced Joseph McPherson as the successor for the Chief Appraiser position. Mr. Ashberry and Chairman Cohilas presented a plaque to Mr. Anderson. Mr. Ashberry shared that George Anderson served as the Chief Appraiser for the last 5 years and that Joseph McPherson has served in the department for six years.

The Chairman recognized Tax Director Shonna Josey to discuss the homestead exemption for the elderly. Mrs. Josey mentioned that this is a state exemption and is only for homestead and not investment properties. She shared that there are exemptions for veterans who are 100% disabled.

The exemptions can be applied for anytime of all year. However, the applicant needs to apply for the exemptions by April 1st for it to apply for the current year needed.

The Chairman recognized Sheriff Kevin Sproul, City of Albany Police Chief Michael Persley and Captain Ted Thomas to discuss the Albany-Dougherty Youth Unit with the Commission. Chief Persley shared that it would be best for all entities to work together instead of creating their own program and he is in support of this program. Captain Thomas introduced other officers from the City of Albany and Dougherty County that would be involved. He stated that resources for the program will be shared [among the entities] and it will show that law enforcement [in the community] are unified. He mentioned that the goal is to help children to understand that the law enforcement has their best interest at heart; not just when they or a family member “get in trouble”. Officers want to be involved in positive events, academics, athletics, social interactions, life skills, arts, and community service to ensure that the children are productive citizens. Capt. Thomas asked that the Commission provide \$10,000 to purchase equipment and items for the students. If funding is provided by the City of Albany and Dougherty County students can participate and receive meals at no cost. There is no after school programs that includes law enforcement; by establishing this program a bond with the youth could be formed. The proposed operating hours will be Monday-Friday from 2:30 p.m.-5:00 p.m. for the after-school program; 8:00 a.m. - 5:00 p.m. during Dougherty County School System (DCSS) breaks; and 7:30 a.m.- 5:00 p.m. for summer camps. The future plans to have an Albany-Dougherty Public Safety complex were shared. DCSS Superintendent Ken Dyer has offered to give the organization the old Sylvandale school location if the City and County will be responsible for the renovations. The presentation concluded with the presentation of a ten-year plan. Under discussion, Captain Thomas clarified that other partnerships will be sought as well (i.e. with the YMCA & Boys & Girls Club) but the focus is to ensure that there is a prominent law enforcement presence. The City of Albany will also be asked for \$10,000. Commissioner Gray volunteered to work with Captain Thomas to get individuals in the community involved to provide gently used sport equipment. He also suggested that private partnerships be explored; mentioning that Albany High is the ideal location for the complex. Sheriff Sproul clarified that taxpayer dollars are not being used and the money is being used from the DATE fund. Commissioner Gaines also asked that a family component be added. After the discussion, the Chairman called for a two minute recess. The meeting reconvened at 10:57 a.m.

The Chairman recognized James Morgan, County Extension Coordinator, to update the Commission with the Quarterly Report. Mr. Morgan provided highlights from the first quarter.

The Chairman recognized citizen Bruce Capps to speak in reference to using Tift Park as the Albany Tennis Center. He shared that the area is a historical site and not “just a park”. He wanted the Commission to ensure that the center will not detract from the area’s historical preservation and asked that the Historical Preservation Commission (HPC) be involved in the plans as a stakeholder for their unique perspective. Attorney Lee addressed Mr. Capps concerns and shared that Mr. McCoy requested to be on the Historical Preservation Commission’s May 5, 2021 agenda. At that time, the HPC will be able to see the project and makes comments. Mr. Capps clarified that he was speaking as an individual and not as a Historical Preservation Commission member.

The Chairman called for consideration of the recommendation from the Recreation Committee to accept the proposed location of Tift Park for the Albany Tennis Center.

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

The Chairman called for consideration of the resolution providing for the acceptance and execution of the agreement by the County Administrator to hire EMC Engineering (Leesburg, GA) for engineering services of the tennis center as recommended by the Recreation Committee in the amount of \$120,140 and funding is available in SPLOST V.

Commissioner Johnson moved for approval. Upon a second by Commissioner Gray, the motion for approval passed unanimously. Resolution 21-022 is entitled:

**A RESOLUTION
ENTITLED**

**A RESOLUTION PROVIDING FOR THE APPROVAL AND EXECUTION OF AN
AGREEMENT BETWEEN DOUGHERTY COUNTY, GEORGIA AND EMC ENGINEERING
SERVICES, INC. FOR THE PURPOSE OF PROVIDING ENGINEERING SERVICES FOR
THE CONSTRUCTION OF A TENNIS CENTER IN THE AMOUNT OF \$120,140.00;
REPEALING RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT HEREWITH;
AND FOR OTHER PURPOSES.**

The Chairman called for consideration of the recommendation to approve the Alcohol Application Transfer of Ownership for VV Trading LLC, Venkateshwar Guntuka licensee, dba VV Food Mart, at 4324 Radium Springs Rd for Beer and Wine Package. The Albany-Dougherty Marshal's Office recommended approval.

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

The Chairman called for consideration of the recommendation to approve the Alcohol Application Transfer of Ownership for Bagain LLC, Ayaz Ahmad licensee, dba Stop N Shop, at 2201 Liberty Expressway SE for Beer, Package. The Albany-Dougherty Marshal's Office recommended approval.

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

The Chairman called for consideration of the recommendation from Human Resources to accept the 2021 Georgia County Internship Program (GCIP) Grant from the ACCG Georgia Civic Affairs Foundation in the amount of \$2,607.60. The grant will provide a summer internship for the CDBG Disaster Recovery Program.

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

The Chairman called for consideration of the resolution providing for the acceptance and execution of the renewal of the Intergovernmental Support Agreement with the Marine Corps Logistics Base (MCLB) to provide canal maintenance. Resolution 21-023 is entitled:

A RESOLUTION
ENTITLED
A RESOLUTION PROVIDING FOR THE APPROVAL AND EXECUTION OF A RENEWAL
OF AN INTERGOVERNMENTAL SUPPORT AGREEMENT BETWEEN MARINE CORPS
LOGISTICS BASE (ALBANY) AND THE BOARD OF COMMISSIONERS OF
DOUGHERTY COUNTY, GEORGIA FOR THE PURPOSE OF PROVIDING CANAL
MAINTENANCE; REPEALING RESOLUTIONS OR PARTS OF RESOLUTIONS IN
CONFLICT HEREWITH.
AND FOR OTHER PURPOSES.

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

The Chairman called for consideration of the recommendation of the Government Affairs Committee that current plans continue for the county morgue ensuring to the degree possible that sufficient land is available at or near the selected site for the addition of a functional forensic science lab to be developed at some future date in partnership with Albany State University. Further, it is recommended that the Governmental Affairs Committee continue to work with Albany State University to assist where possible in the development of the lab.

Commissioner Gaines moved for approval. Commissioner Johnson seconded the motion. The motion passed with five ayes and one nay by Commissioner Gray.

There being no further business to come before the Commission, the meeting adjourned at 11:17 a.m.

CHAIRMAN

ATTEST:

COUNTY CLERK

Board Of Commissioners

Dougherty County

Georgia



Proclamation

National Public Works Week Proclamation

May 16 – 23, 2021

“Stronger Together”

WHEREAS, public works professionals focus on infrastructure, facilities and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life and well-being of the people of Dougherty County, Albany, GA; and,

WHEREAS, these infrastructure, facilities and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving, and protecting our nation’s transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and,

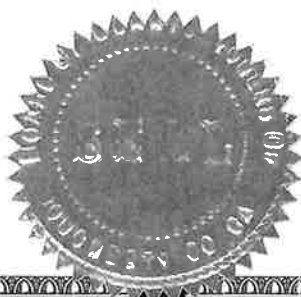
WHEREAS it is in the public interest for the citizens, civic leaders, and children in Dougherty County, Albany, GA to gain knowledge of and to maintain an ongoing interest and understanding of the importance of public works and public works programs in their respective communities; and,

WHEREAS, the year 2021 marks the 61st annual National Public Works Week sponsored by the American Public Works Association be it now,

RESOLVED, I, Christopher S. Cohilas, Commission Chair, do hereby designate the week May 16 – 23, 2021 as National Public Works Week; I urge all citizens to join with representatives of the American Public Works Association and government agencies in activities, events and ceremonies designed to pay tribute to our public works professionals, engineers, managers, and employees and to recognize the substantial contributions they make to protecting our national health, safety, and quality of life.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the State (to be affixed),

DONE at the Dougherty County, Albany, Georgia this 17th day of May 2021.



BOARD OF COMMISSIONERS OF
DOUGHERTY COUNTY, GEORGIA

BY: _____
Christopher S. Cohilas, Chairman

Board Of Commissioners

Dougherty County Georgia



Proclamation

WHEREAS, emergency medical services are a vital public service; and

WHEREAS, the members of emergency medical services teams are ready to provide lifesaving care to those in need 24 hours a day, seven days a week, and

WHEREAS, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

WHEREAS, the emergency medical care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

WHEREAS, the emergency medical services system consists of emergency physicians, emergency nurses, emergency medical technicians, paramedics, firefighters, educators, administrators and others; and

WHEREAS, the members of emergency medical services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and

WHEREAS, it is appropriate to recognize the value and the accomplishments of emergency medical services providers by designating Emergency Medical Services Week; now

THEREFORE, we, the Board of Commissioners of Dougherty County, Georgia in recognition of this event does hereby proclaim the week of May 17-23, 2021 as

EMERGENCY MEDICAL SERVICES WEEK

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Great Seal of the County of Dougherty on this 17th day of May in the year of our Lord two-thousand and twenty-one.

**BOARD OF COMMISSIONERS
DOUGHERTY COUNTY, GEORGIA**

Christopher S. Cohilas, Chairman





Information and knowledge is power and money!

CFR49-26 Workshop

We manifest our local "Green New Deal", a
for DBF's

Hon Chris Cohilas, Chairman
Dougherty County Commission
222 Pine Avenue
P O box 1827
Albany, GA 31702-1827



May 12, 2021

Agenda Placement for 5/17/2021

Hon. Mrs. Barbara J. Clark
DR-Related services via DVA-Dougherty County

Diaaster related services by Louisiana firm.

Therefore, comes now the Affiant (William Wright-"Et-Al") to ask to be place on teh agenda for presentation of Mrs. Clarke. We are presenting to most, however rwe recognize that some may be unfamiliar with Mrs. FYI, Mrs. Clark has been a citizen in teh business worl as a RN, small business owner as well as an entrepreneur.

However Mrs. Clark has undergone one road block after another in communication with the company under contract for more than 1,100 thousand dollars. Apparently there is some misunderstanding about public service under contract . Therefore we ask for a remdy for the same upon having elightment as to the issue.

It is important to recognize that such actions or prohibited under teh 1964 Act". As well as Title 42 USC,

Wm Wright



PROCUREMENT RECOMMENDATION

DATE: May 5, 2021

TITLE: Spring Run Bridge Rehab, Radium Springs

DEPARTMENT: DOCO Public Works

REFERENCE NUMBER: 21-067

ACCOUNT NUMBER: T-SPLOST and State Grant

OPENING DATE: May 4, 2021

BUDGETED AMOUNT: \$705,000

BUYER: Kimberly M. Allen

DEPARTMENT CONTACTS: Jawahn Ware

Yvette Fields

Yvette Fields, Director

RECOMMENDATION:

Recommend contracting with **LRA Constructors, Inc. of Albany, Georgia** to rehab the Historic Spring Run Bridge in Radium Springs for a total expenditure of **\$679,100.00**.

BACKGROUND INFORMATION:

Bid Ref. #21-067 was advertised in the local paper, on the local access channel, and on the Georgia Procurement Registry. The bid opening was May 4, 2021. Two (2) contractors submitted a bid.

The Scope of this project is to furnish all labor, materials, tools, and equipment necessary for the rehabilitation, repair and improvements to the Historic Springs Run Bridge and areas adjacent the bridge in the Radium Springs area in Dougherty County Georgia. Work associated with this project is to be performed adjacent to State Waters and is located in an area that is considered both historically and environmentally sensitive. The Contractor shall utilize all avenues available to protect the surrounding environment and historical integrity of the area.

It is the intent of this project to rehabilitate and improve an existing, historical bridge from the 1920's. Once complete, the bridge will be part of a larger system of multipurpose trails that will extend across the area. All repairs and structural improvements shall be consistent with the period of historic construction.

The contract time for this project is one hundred and fifty (150) calendar days.

Project is a reimbursable expense. T-SPLOST will be used for payment with reimbursement from State of Georgia.

Jeremy Brown, Project Engineer, and Larry Cook, Public Works Director, concur with this recommendation.

COUNTY ADMINISTRATOR ACTION:

☒ APPROVED

☐ DISAPPROVED

☐ HOLD

DATE

5/6/21

[Signature]
COUNTY ADMINISTRATOR

List of documents attached:

Detailed Bid Tabulation

CENTRAL SERVICES

2021 MANAGEMENT & CONTROL OF HYDRILLA IN RADIUM SPRINGS

Proposal Summary

Following three (3) proposals were received:

1. Seminole Weed Control – Recommends two applications at \$24,000 (Additional applications can be applied at \$7,000/EA)
2. Aqua Services, Inc. – Recommends two applications at \$23,835 (Additional applications can be applied at \$11,917.50/EA)
3. Edge's Aquatic Services – Recommends one application at \$12,800 (Additional applications can be applied at a prorated price based on only the areas needing treatment)

Chemical product to be used is ProcellaCOR manufactured by the SePRO Corporation. DCPW discussed the project with the regional representative of SePRO, Todd Horton, and he recommends going with the approach of applying one application and, if needed, spot spraying trouble areas. Does not think 2 applications will be needed. Edge's proposal also includes monitoring the springs every few weeks during the growing season to ensure the application is done at the correct time.

Edge's Aquatic Services' proposal was forward to both Rob Weller with GA DNR and Dr. Burtle with UGA. Both are in agreement that this is a sound approach and that the contractor has taken in account the necessary things.



Scott Addison
Assistant County Administrator

**DOUGHERTY COUNTY BOARD OF COMMISSIONERS
ADMINISTRATION**

Agenda Item

Date: May 6, 2021

Meeting Date: May 10, 2021

Subject/Title: Six-Inch Trailer Mounted Pump

Presented for: Decision

Presenter: Scott Addison, Asst. County Administrator

Statement of Issue

The Public Works Department is requesting to purchase a six-inch compressor-assisted, trailer mounted pump.

History/Facts and Issues

The Dougherty County Public Works Department is requesting to purchase a six-inch, compressor-assisted, trailer mounted pump for use during flooding events. This purchase will be on Sourcewell Contract #SC-BL-2132 in the amount of \$39,779 from contract holder Thompson Pump (Port Orange, FL).

Recommended Action

Recommend Dougherty County Commission approves the purchase of a six-inch compressor-assisted, trailer mounted pump from Sourcewell Contract holder Thompson Pump for a total expenditure of \$39,779.

Funding Source

SPLOST VI



TASK ORDER NO. 2021-02

To the AGREEMENT FOR GENERAL CONSULTING SERVICES
For Major Modification for a Horizontal and Vertical Expansion of
the Dougherty County Fleming / Gaissert Road Municipal Solid Waste Landfill

This Task Order, made and entered into by and between DOUGHERTY COUNTY hereinafter called the "CLIENT" and ATLANTIC COAST CONSULTING, INC., hereinafter called the "CONSULTANT", shall be incorporated into and become a part of the AGREEMENT FOR GENERAL CONSULTING SERVICES (the "AGREEMENT") entered into by the parties hereto on July 20, 2006.

A. PURPOSE

This Task Order authorizes and directs the CONSULTANT to proceed with assisting the CLIENT in providing assistance in preparing a Major Modification for a Horizontal and Vertical Expansion of the Dougherty County Fleming / Gaissert Road Municipal Solid Waste Landfill.

B. CONSULTANT'S SCOPE OF SERVICES

The Scope of Services, dated March 26, 2021, is enumerated in Exhibit A. It is entitled Major Modification for a Horizontal and Vertical Expansion of the Dougherty County Fleming / Gaissert Road Municipal Solid Waste Landfill and consists of seven (7) pages.

C. CONSULTANT'S COMPENSATION

As consideration for providing the services enumerated within Item B (Exhibit A) of this Task Order, the CLIENT shall pay the CONSULTANT for this Task Order as enumerated in the attached Exhibit B (1 page).

IN WITNESS WHEREOF, the parties hereto have executed this Task Order AGREEMENT on this, the ____ day of April, 2021.

DOUGHERTY COUNTY

By: _____
Signature

Print Name

Title: _____

ATLANTIC COAST CONSULTING, INC

By:  _____
Signature

Joel Scott
Print Name

Title: Vice President - Landfill Operations

Exhibit A

SCOPE OF SERVICES

Major Modification for a Horizontal and Vertical Expansion of the Dougherty County Fleming / Gaissert Road Municipal Solid Waste Landfill

TASK ORDER NO. 2021-02

March 26, 2021

Project Understanding

CLIENT operates the Dougherty County- Fleming / Gaissert Road Municipal Solid Waste (MSW) Landfill (Landfill) under Solid Waste Permit No. 047-014D(SL). The site was originally permitted in 1982 with twelve MSW disposal trenches and an inert / construction and demolition (C&D) disposal area. The original design and operation (D&O) plan did not include the requirements for a flexible membrane or high-density polyethylene (HDPE) liner, hence the first six MSW trenches, or cells, were constructed without a flexible membrane liner component. In 1991 the U.S. Environmental Protection Agency adopted regulations requiring all MSW landfills to be constructed with improved containment systems that include the use of a flexible membrane as a component in the liner and leachate collection system. This prompted the modification of the facility D&O plan to include a requirement for the use of a HDPE liner in future cells. This modification was approved in 1998 and the construction of Cells 8, 10, and 12 followed soon after. Cells 1-6 were subsequently resigned to inactivity since they no longer met the Subtitle D regulations. There was a major modification for a vertical expansion in 2008 and the current D&O Plan for this facility was approved by Georgia Environmental Protection Division (GA EPD) June 12, 2008.

The proposed expansion consists of:

-) Expanding the MSW limit of waste to the east, north and west of existing MSW cells (approximately 78 acres). It is worth noting that expanding the landfill to the east will require relocating the header that conveys landfill gas to the nearby Marine Corps Logistics Base (MCLB)
-) Expanding the C&D landfill to the east and north (approximately 43 acres).
-) Depending on an updated wetland determination, approximately 14 acres located to the northwest of Cells 9 and 11 are being considered for MSW expansion.
-) Under consideration is an additional MSW or C&D area south of the existing C&D landfill (approximately 27 acres).

The proposed expansion is depicted in the attached Figure 1, titled "Site Map" (note that the existing wetlands and flood plain info depicted are derived from readily available Geographic Information System - GIS data, and may not be representative of actual site conditions).

CONSULTANT performed a waste mining feasibility analysis prior to this proposal effort. In accordance with that mining feasibility study, there will be no waste mining of Cells 1-6. This option may be explored later if it becomes feasible in the future. There will be no expansion onto the adjacent surface mine plat to the west because it has a restrictive covenant that will

not allow it to be converted to a landfill. The MSW expansion area immediately west of the existing MSW cells(Figure 1) is an inactive borrow area located within the existing, permitted landfill property boundary.

The proposed expansion of the existing Landfill footprint is defined by GA EPD rules as a major modification of the facility's existing solid waste handling permit. The purpose of this project is to complete the investigation and engineering required by GA EPD to apply for a major permit modification. Based on the project understanding, CONSULTANT proposes the seven tasks, as detailed below.

Task 1– Waste Management Needs Meeting

The permitting process begins with public participation. Any municipality beginning the process to select a site for a new landfill or landfill expansion must first call a public meeting to discuss the waste management needs of the local government and to describe the process to select a site. The notice of the public meeting must be published at least once per week for two weeks immediately preceding the meeting in a newspaper of general circulation serving Dougherty County. CONSULTANT will assist CLIENT with the preparation of the public notice and publication in the paper. CONSULTANT will participate in the meeting. CONSULTANT will obtain and submit to GA EPD copies of an affidavit from the newspaper advertisement documenting the proper public notice and copies of the minutes of the meeting.

Task 2 – Fatal Flaw Analysis

CONSULTANT will conduct a preliminary fatal flaw analysis to determine if the proposed expansion areas meet the primary siting requirements of the current GA EPD guidance document entitled Criteria for Performing Site Acceptability Studies for Solid Waste Landfills in Georgia – Circular 14 (Circular 14). The analysis is primarily a desk top exercise and does not include the detailed field investigation that will ultimately be required for permit approval. The purpose of completing this analysis is to identify any fundamental regulatory issue that could potentially prevent the site from being expanded as currently proposed. The results of the analysis will be presented in a technical memorandum and reviewed with CLIENT prior to proceeding with other site investigation tasks. If no “fatal flaws” are identified, information from this review would be incorporated into the Site Acceptability Report.

Task 3 – Confirmation of Consistency with Zoning and Solid Waste Management Plan

The next step in the permitting process is to obtain letters confirming that the project complies with all local zoning and land use ordinances, and the approved Solid Waste Management Plan (SWMP). CONSULTANT will prepare an example zoning letter of consistency for use and consideration by the CLIENT. The CLIENT will then prepare a letter certifying that the proposed expansion of the landfill complies with zoning and local land use ordinances and that the expansion is also consistent with the SWMP. Scope for this task does not include any efforts required to rezone or obtain a conditional use for the expansion property, or revision to the SWMP, if necessary.

Task 4 - Site Investigation

A delineation of jurisdictional wetlands and State Waters of the 162 acres will be conducted during this task. If wetlands are identified, a U.S. Army Corps of Engineers jurisdictional application may be required (and cost would be provided separately for this).

Field reconnaissance will be performed by a Professional Geologist registered in the State of Georgia and will include an evaluation of geologic conditions with an emphasis on identifying potential natural or geologic hazards. The subsurface geology of the expansion areas will be characterized by a drilling investigation.

The landfill area(s) considered for expansion were included in previous site suitability¹, studies, except for the inactive borrow area west of the existing MSW cells. For the currently permitted landfill area, there have been approximately 83 borings installed for previous site suitability studies and for installation of groundwater and methane monitoring wells. However, some of these borings were not installed for site suitability purposes and may not meet Circular 14 criteria. Thus, the approach for this proposal is to obtain new data from borings that meet Circular 14 criteria and use appropriate data from historic subsurface investigations to supplement the current investigation.

Circular 14 criteria recommend a greater density of borings for sites located in areas of Karst terrain. Based on a 2003 investigation², there was evidence of a potential Karst feature (potential infilled sinkhole) in the southern portion of the inactive borrow area (Boring location K-2 on Figure 1). Due to the potential of a Karst feature, it is recommended to have a meeting with GA EPD, prior to initiating the hydrogeologic study, to review the proposed boring density and investigation approach. However, it is proposed that the field program will consist of a maximum of eleven (11) borings across the 162 acres (this boring density exceeds minimum Circular 14 criteria). Geophysical analysis can be a cost-effective means of supplementing the boring data in potential Karst areas, and costs to complete appropriate geophysics in the borrow area are included.

The borings will be completed by a drilling contractor with a valid bond on file with the Water Well Standards Advisory Board. Borings will be advanced to a depth of 20 feet below the top of the water table. Soil material will be drilled using hollow-stem augers with split spoon Standard Penetration Test (SPT) samples advanced at least once every five feet to bedrock (if encountered). At least one (1) Shelby Tube soil sample will be collected from the three (3) proposed suitability borings in the inactive borrow area and submitted for the required geotechnical analysis. Soils encountered during drilling will be logged by a geologist identifying Unified Soil Classification System (USCS) classifications for material encountered. The soils testing anticipated include sieve, proctor, and direct shear testing on at least three soil samples. The borings may require drilling into bedrock to intercept groundwater; therefore, rock coring would be performed following Circular 14 criteria. Where borings are cored, rock quality designations (RQD) will be provided for each core run. Circular 14 requires a minimum

¹ Figure 2 of the August 1981 Sanitary Landfill Site Selection Report, Betz, Converse, Murdoch, Inc.

² Karst Investigation, Fleming/Gaissert Road Municipal Solid Waste Landfill, Permit No. 047-014D(SL), May 9, 2003.

of 10 feet of rock coring and completion when core recovery is 95 percent or higher. Our fee estimate is limited to 210 feet of rock coring (see assumptions).

A piezometer will be installed in each borehole, and the location and top of casing elevation will be surveyed by a Georgia Registered Land Surveyor. Depths to groundwater will be gauged and recorded from the new piezometers and existing, adjacent groundwater monitoring wells. CONSULTANT will conduct a total of twelve (12) monthly water level gauging events from the newly installed piezometers and adjacent groundwater monitoring wells. The water level readings will be used to develop a seasonal high-water table map as required by GA EPD. Note that the permit application can be submitted to GA EPD prior to completion of twelve (12) months of piezometer water levels (with supplemental water level data submitted to GA EPD during their review). Site-wide water level readings will be used to develop a groundwater potentiometric surface map for the Landfill and expansion areas. CONSULTANT will compare the CLIENT supplied historical depth to groundwater measurements at the existing landfill with the newly collected data to develop the seasonal high water table surface in the expansion areas. Aquifer rising head “slug” tests will be conducted in the new piezometers to provide an estimate of aquifer hydraulic conductivity. Aquifer test results are used to meet aquifer permeability requirements of Circular 14.

Task 5 – Site Acceptability Report

A solid waste handling permit and request for site suitability application for the expansion will be prepared for CLIENT execution. CONSULTANT will assemble the permit application, letters of consistency, information obtained from the site investigation, other data and information obtained from the fatal flaw analysis, topographic and boundary surveys (prepared by others) into a Site Acceptability Report. The report will be submitted to CLIENT for review. CLIENT comments, if any, will be incorporated and the report certified by a Professional Geologist and finalized for submittal to GA EPD. CONSULTANT will monitor the progress of GA EPD’s review of the report. Upon receipt of comments regarding technical error or omissions from GA EPD, CONSULTANT will provide available additional information or clarification in an addendum to the report. Other GA EPD comments would be addressed, upon approval by CLIENT, on a time and materials basis, with a separate fee estimate provided.

One (1) electronic copy of the draft report and two (2) hard copies of the final report will be provided. Upon CLIENT approval, CONSULTANT will upload final solid waste handling permit and request for site suitability application documents to the Georgia EPD Online System (GEOS).

Task 6 – Topographic Survey Data and Concept Grading Plans

CONSULTANT will contract with a local surveying firm to collect data related to existing utilities in place. These will include existing leachate gravity sewer, storm drains (not available in recent as-built files), and the leachate pump station located near the existing leachate storage tanks. Additionally, CONSULTANT will contract with an aerial survey contractor to collect aerial topography data for the entire landfill parcel. The aerial survey will also include topography up to fifty (50) feet beyond the landfill property boundary as required by GA EPD.

CONSULTANT will prepare concept base and final grading plans for the MSW and C&D areas that will include the anticipated horizontal expansion areas. This effort will be based on preliminary seasonal high-water table (SHWT) developed during Task 5 and will be provided to the CLIENT for use in final determination of extents of the expansion areas. The concept grading plans will not include previously unlined Cells 1-6. The CLIENT will be provided up to two concept grading plans.

Task 7 - Design and Operational Plan and Design Calculations

CONSULTANT will utilize the concept grading plans created in Task 6 to prepare a Design and Operational (D&O) plan for the Landfill expansion that meets current GA EPD requirements. The new D&O Plan will replace the existing plan and thus will incorporate previous modifications that are still applicable. CONSULTANT will use the survey collected in Task 6 as the basis for the expansion design. It is anticipated that the plan will include the following drawings:

<u>Drawing Number</u>	<u>Description</u>
1	Cover Sheet
2	Existing Conditions, General Notes & Legend
3	Environmental Monitoring Plan
4	Base Grading Plan
5	Final Grading Plan
6-11	Phasing Plans
12	Master Erosion and Sediment Control Plan
13	Solidification Plan and Details
14	Solidification Operational Narrative
15-20	Cross Sections
21-24	Details
25	Operational Narrative
26	Odor Control Plan
27-30	Groundwater and Methane Monitoring Narrative
31	Closure/Post-Closure Care Plan
32-35	Construction Quality Assurance (CQA) Plan

The plans will be supported by the applicable calculations for base grade settlement, slope stability, final cover design, surface water management, leachate collection and conveyance, liner system analysis including filter fabric and geocomposite analysis, erosion and sedimentation, airspace, and site life. Draft copies of the drawings will be submitted to CLIENT for review. CLIENT comments if any will be incorporated and the plans finalized for submittal to GA EPD. CONSULTANT will monitor the progress of GA EPD's review of the modification.

Upon receipt of comments from GA EPD, CONSULTANT provide CLIENT with an additional fee estimate for modifications to the plans and/or provide additional calculations to respond to the comments, on an additional hourly basis. The revised plans will be submitted to CLIENT for review, approval and then submitted to GA EPD.

Task 8 – Public Notices, Meetings, and Hearings

CONSULTANT will assist CLIENT with the various additional public notices, meetings, and hearings required by existing state laws and/or regulations. Upon completion, CONSULTANT will obtain the required documentation of these activities, and submit these to GA EPD.

The process to document consistency with the SWMP described in Task 3, will conclude with the Siting Decision Meeting. This meeting and all subsequent required public meetings must be held by the CLIENT. Notice of the meeting must be published in the legal organ for Dougherty County (Albany Herald), a newspaper of general circulation serving Dougherty County. The advertisement must run at least once per week for two weeks immediately preceding the date of the meeting per requirements of Official Code of Georgia Annotated (O.C.G.A.) 12-8-26(b). CONSULTANT will coordinate with CLIENT to assist in this process. CONSULTANT will prepare this notice and ensure that it is published in the paper to meet the requirements of the regulations.

Within 15 days of submitting the permit application, CONSULTANT will prepare and send a public notice of the submittal to the legal organs (newspaper of general circulation of each affected Municipality) to be run in the papers as required by (O.C.G.A.) 12-8-32(a). CONSULTANT will prepare and send the public notice and letters to each affected Municipality, regional development center, and local government in the affected Municipality(s) publicizing of the permit application. CONSULTANT will obtain affidavits from each legal organ, and each affected Municipality confirming that the Municipality has properly placed a copy of the Public Notice in their courthouse for public display.

CONSULTANT will prepare and send a public notice publicizing the receipt of a letter of site suitability to the newspaper of general circulation of each affected Municipality to be advertised in the paper within 15 days of receipt of the letter of site suitability, as required by {O.C.G.A. 12-8-32(c)}. CONSULTANT will prepare and send the public notice and letters to each affected Municipality, regional development center, and local government in the affected Municipality(s) publicizing of the receipt of a letter of site suitability. CONSULTANT will obtain affidavits from the newspapers, and each affected Municipality confirming that the Municipality has properly placed a copy of the Public Notice in their courthouse for public display.

CONSULTANT will assist the CLIENT with advertising notice of and holding a public meeting, within 45 days of receipt of a letter of site suitability {O.C.G.A. 12-8-32(c)}, to inform affected residents and landowners in the area of the proposed expansion of (1) Receipt of the letter of site suitability and (2) The opportunity to engage in a Facilities Issues Negotiation (FIN) process. If there is sufficient public interest to trigger the FIN process, CONSULTANT can assist CLIENT with preparation for these meetings. No FIN meetings are included in the fee estimate for this project and can be provide on a time and material basis, if warranted.

The final public hearing in the permitting process should be held after the D&O Plan has been submitted to GA EPD. Per O.C.G.A. 12-8-24(e)(2), notice of the hearing will be posted at the site and advertised in a newspaper of general circulation in the County at least 30 days prior to the hearing. A photograph of the sign at the landfill will be obtained. A transcript of this public hearing is required. CONSULTANT will coordinate with a certified court reporter to prepare this transcript. CONSULTANT will obtain documentation of all public participation activities and submit it to the GA EPD via GEOS.

Documents Provided By the Owner

1. Copies of any as built surveys documenting that cells were constructed at approved grades.
2. Full copy of the current Solid Waste Management Plan.
3. Copies of all as-built monitoring well logs.
4. Full copies of all previous site suitability studies.
5. Copies of all minutes, agendas, or sign-in sheets for the public meetings.

Assumptions and Exclusions

1. Any additional survey required will be provided by others.
2. CLIENT to provide utility clearance and access to suitability drilling locations.
3. Eleven (11) new suitability borings/piezometers are proposed for obtaining site suitability.
4. Fee estimate is limited to a total of 706 feet of soil drilling and 210 feet of NQ Rock Coring for the 11 the site suitability borings/piezometers.
5. The fee estimate is limited to laboratory geotechnical tests in three of the eleven proposed suitability borings (includes Grain size, Horizontal Permeability, Vertical Permeability, USCS classification, Cation Exchange Capacity, and Atterburg limits).
6. If additional Karst areas are identified during the suitability drilling, or if EPD requires more suitability borings, geophysics, or supplemental data at any of the proposed expansion areas beyond that scoped in this proposal an additional fee estimate would be provided to CLIENT for added scope changes.
7. Response to GA EPD comments will be provided on an additional hourly basis.

Schedule

Task	Description	Months to Completion From Notice to Proceed
1, 2 & 3	Complete Waste Management Needs Meeting, Fatal Flaw Analysis, and Zoning and SWMP Consistency Confirmation	2
4	Complete Site Subsurface Investigation	5
5	Submit Site Acceptability Report to GA EPD	8
-	Receive Letter of Site Acceptability from GA EPD	12*
6	Submit Design and Operational Plans and Design Calculations to GA EPD	18

*Note that regulatory review times are difficult to predict and not within control of the CONSULTANT.

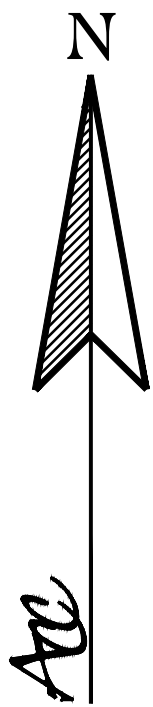
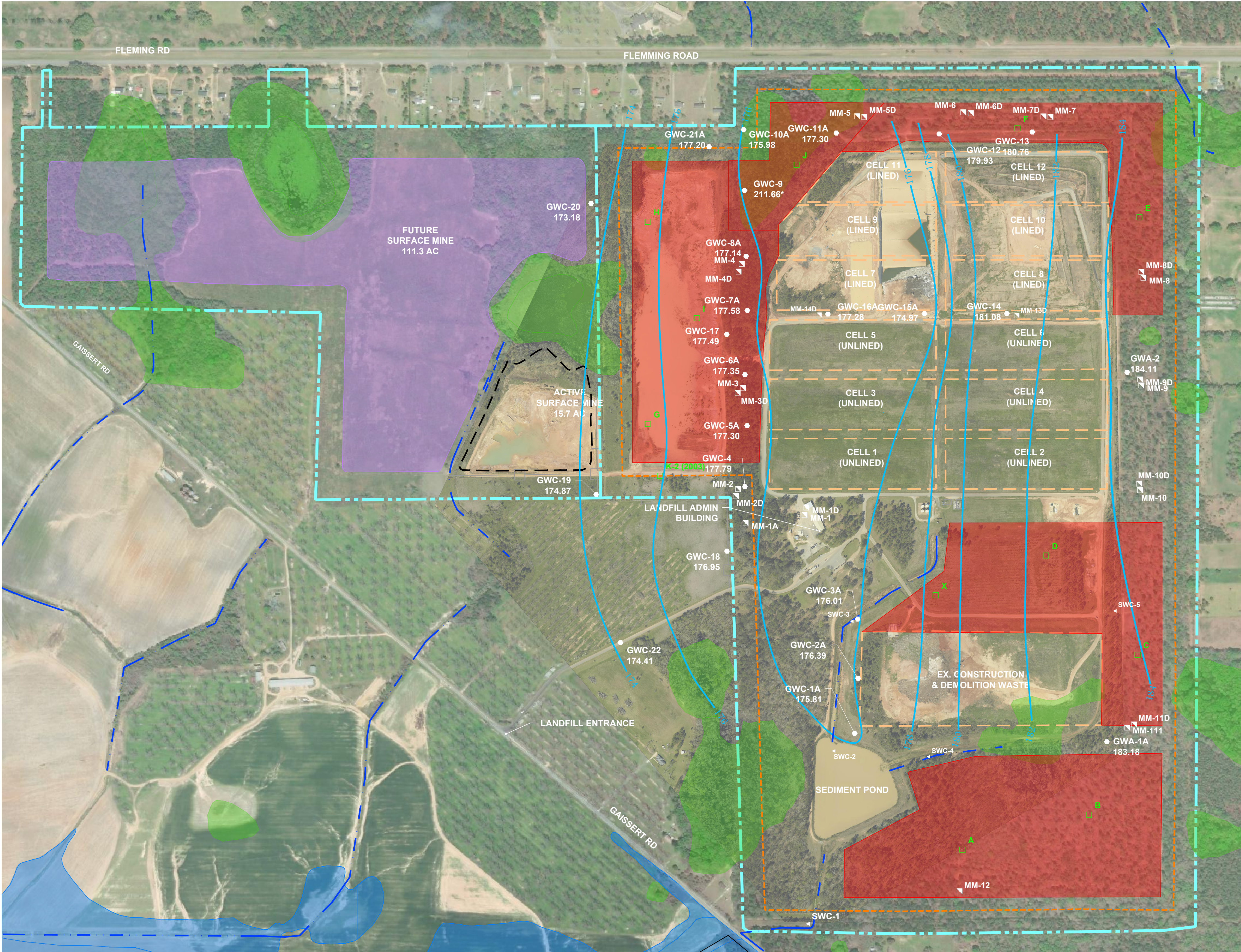
Exhibit B**Consultant's Compensation Methods for Task Orders****Major Modification for a Horizontal and Vertical Expansion of
the Dougherty County Fleming / Gaissert Road Municipal Solid Waste Landfill****TASK ORDER NO. 2021-02****March 26, 2021**

When the CLIENT authorizes the CONSULTANT to proceed with the work outlined in Item B of the Task Order, CLIENT agrees to pay the CONSULTANT monthly, for work completed, on the basis of the standard hourly billing rates in effect when services are provided by the CONSULTANT's employees of various labor grades.

Direct expenses (such as travel, subsistence, field equipment, communications, subconsultant services, etc.) are reimbursable at cost plus five percent (5%).

The total contract amount for the Task Order shall not exceed \$500,000.00 without prior authorization by the CLIENT.

\\atlantiac\Marketing\Proposals\Governmental\Dougherty County\2021-02_Solidity And Major Mod\Footprint_Joinings.dwg 3/26/21 PEEY, PETERS



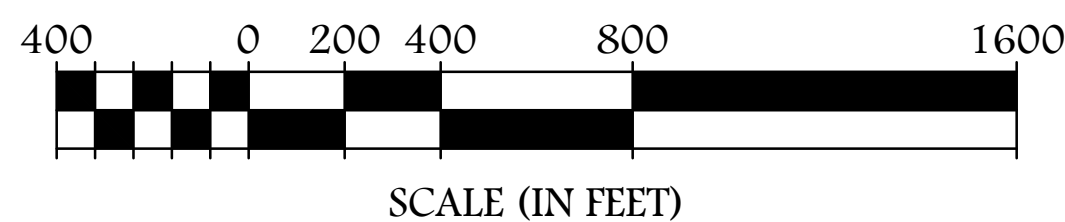
ATLANTIC COAST
CONSULTING, INC.
1150 Northmeadow Pkwy,
Suite 100
Roswell, Ga 30076
770-594-5998
www.atlcc.net

PROJECT:
FLEMMING/GAISSERT
ROAD
MSW LANDFILL


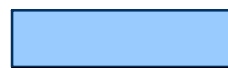
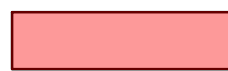


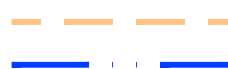


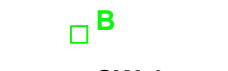




DOUGHERTY COUNTY, GA



SOLID WASTE DEPARTMENT
900 GAISSERT ROAD
ALBANY, GEORGIA 31705
229-430-3044



LEGEND:

	WETLANDS
	FEMA FLOOD ZONE
	POTENTIAL EXPANSION
	FUTURE SURFACE MINE
	PROPERTY LINE
	200' BUFFER
	LANDFILL WASTE LIMITS
	EXISTING STREAM/DRAINAGE DITCH
	POTENTIOMETRIC CONTOUR
	GROUNDWATER MONITORING WELL
	METHANE MONITORING POINT
	PROPOSED BORING LOCATION
	SURFACE WATER MONITORING POINT

NOTES:

1. LANDFILL AND ADJACENT PROPERTY BOUNDARIES PROVIDED BY DOUGHERTY COUNTY.
2. WETLANDS INFORMATION PROVIDED BY GIS DATA CLEARING HOUSE NATIONAL WETLANDS INVENTORY DATED 1999.
3. FLOOD PLAIN INFORMATION PROVIDED BY FEMA NATIONAL FLOOD INSURANCE PROGRAM DATED DECEMBER 21, 2017.

REVISIONS

0. Initial Issue 03/26/2021

Drawn by: - Checked by: QC by:

PROJECT NUMBER:

G005-101
MARCH 2021

SITE MAP

FIGURE 1

December 14, 2020

Mr. Jeremy Brown, PE
Project Engineer
Public Works – Engineering Department
Dougherty County
2038 Newton Road
Albany, GA 31701

RE: Flint River Dams Operation Assessment

Dear Mr. Brown:

Dewberry Engineers Inc. (Dewberry) is pleased to present this proposal to Dougherty County (County) to provide professional engineering services to assess the potential effectiveness of modifying the operations of the Flint River Hydro Project and Muckafoonee Dam and Crisp Power Dam at Lake Blackshear on the Flint River to mitigate flooding in Lake Chehaw and Lake Worth.

PROJECT UNDERSTANDING/SCOPE

The Flint River Hydro Project and Muckafoonee Dam (Flint River Project) is owned and operated by Georgia Power and is licensed to operate by the Federal Energy Regulatory Commission (FERC). The Flint River Project is a run of the river hydro plant with a mandated operating range of elevation 181.3-foot msl to 182.3-ft msl, and the reservoir behind the Flint River Project has little storage capacity. Water surface elevations in the reservoir behind the Flint River Project are affected by the operation of the Crisp Power Dam at Lake Blackshear, Kinchafoonee Creek, and Muckalee Creek.

The project utilizes five different flow release mechanisms in the following order: three generating units in the Flint River Project powerhouse, six lift gates at the Muckafoonee Dam, Muckafoonee free-crest auxiliary spillway, spillway gates at the Flint River Project, and the emergency spillway. Generating unit wicket gates and Muckafoonee Dam lift gates are controlled automatically from lake level sensors that communicate to the plant operating system. During high inflows, if the lake level rises even with turbines operating, the six vertical lift gates at the Muckafoonee Creek Dam automatically operate at elevation 182.3-ft msl. At this elevation, water will also begin flowing over the free-crest auxiliary spillway. Spillway gates at the Flint River Project will be opened manually by an operator when the inflow becomes so large that the above-mentioned mechanisms will not accommodate inflow within the normal target elevation range. When flows receded, the release mechanisms are closed in reverse order to hold the low level of the normal target elevation range. **Figure 1** shows the flow release mechanisms in the order they are opened to control rising lake levels.

Residents that live along Lake Chehaw, Lake Worth, Kinchafoonee Creek, and Muckalee Creek upstream of the Flint River Project have requested that the County analyze the effectiveness of lowering the operating range an additional 3-feet to 178.3-ft msl to mitigate flooding. Any change to the operating range would require that Georgia Power modify its permit with FERC. The purpose of this study is to determine the potential effectiveness of modifying the operating range to 178.3-ft msl.

Mr. Jeremy Brown, PE
 Dougherty County
 Flint River Dams Operations Assessment
 December 14, 2020

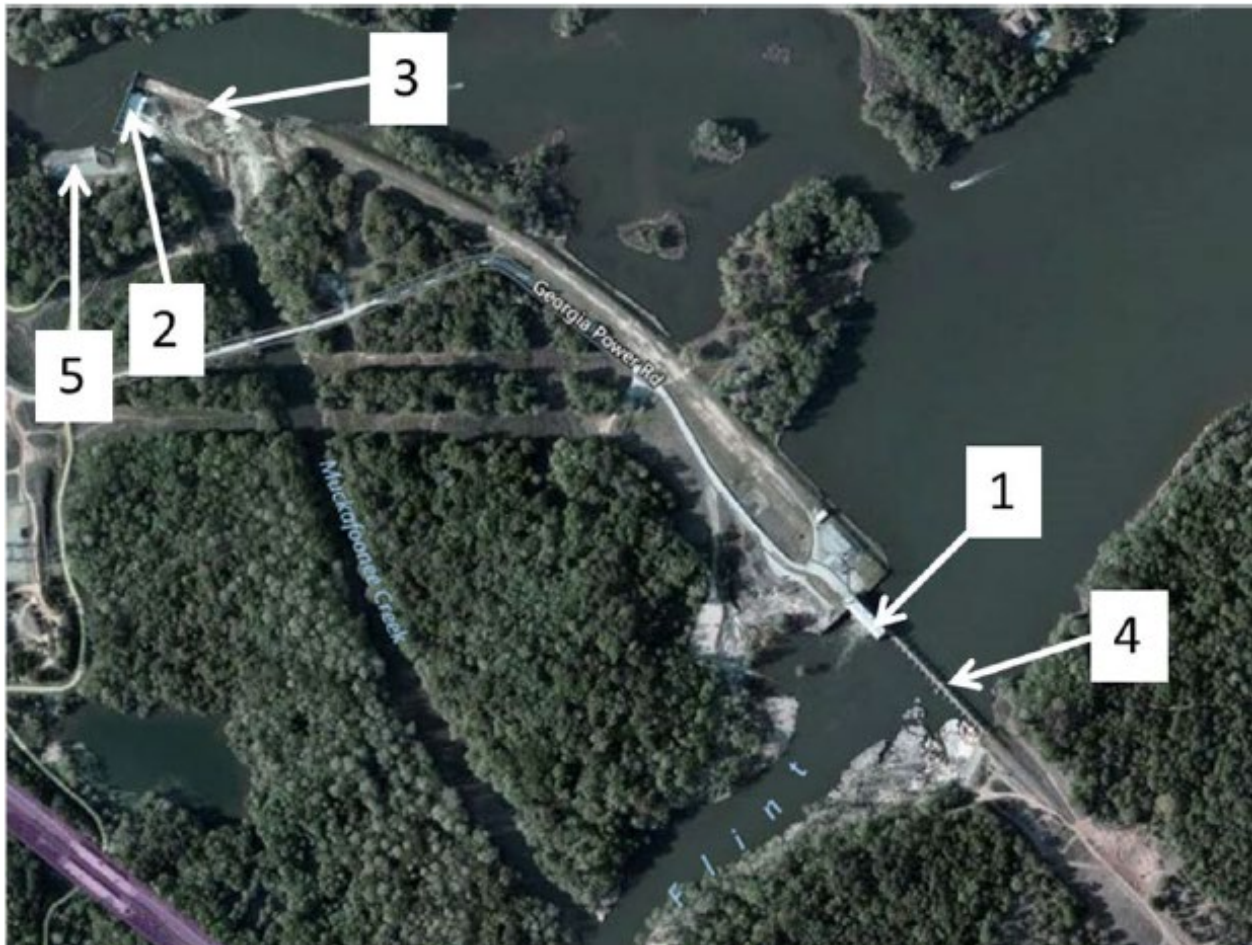


Figure 1 – Flint River Project Flow Release Mechanisms 1) Powerhouse; 2) Muckafoonee Creek Dam Spillway Gates; 3) Muckafoonee Creek Dam Free Crest Spillway; 4) Flint River Project Spillway Gates; 5) Emergency Spillway

Additionally, the County has requested analysis of the Crisp Power Dam operations to determine if a modification to the current operations could also be effective in mitigating flooding in Lakes Chehaw and Worth. Analysis of changes to operations at the Crisp Power Dam will be limited to modifications to the timing of release and will not include changes to the permitted operating range.

Assumptions

The following are our assumptions for this project:

- The scope is limited to determining the feasibility and potential effectiveness of changes to operations as outlined in the scope only. Multi-scenario planning for operation optimization is not included.
- Permit modification coordination with FERC is not included.
- Georgia Power and Crisp Power will provide available as-built and operation data for each dam.
- No field survey is included, and all model scenarios will be developed using available GIS data, radar-rainfall data, and as-built and operation data for each dam.
- Given unknown restrictions that may be imposed due to COVID, it is assumed that all meetings will be virtual.

Mr. Jeremy Brown, PE
 Dougherty County
 Flint River Dams Operations Assessment
 December 14, 2020

Task 1 – Flint River Project Analysis

Per email correspondence with Mr. Wayne Hardie, Hydro Manager for Georgia Power's Chattahoochee Hydro Group, the following information is available for the Flint River Project and can be provided for the analysis.

- As-Built elevation data
- Details of gate operations
- FERC license requirements
- Original elevation-volume curve data

Additionally, Dewberry has access to LiDAR data for Dougherty, Lee, and Worth Counties for use in developing the models for this analysis. Terrell County LiDAR data has been collected by the USGS. However, that data is still under development, and its delivery is pending. Dewberry will use the available USGS national elevation dataset (NED) for the portion of model development that includes Terrell County. Should LiDAR data for Terrell County become available prior to the start of this project, Dewberry will utilize the LiDAR data for model development.

Dewberry proposes to simulate three (3) historical storm events to analyze the potential effectiveness of lowering the operating range of the Flint River Project an additional 3-feet to 178.3-ft msl to mitigate flooding. The scope for this task includes the following.

- Identify 3 historical storm events.
 - March 2020 will be included.
 - Research gage data and coordinate with the County and Georgia Power to identify the other two (2) events.
- Download the observed USGS gage hydrographs for the Kinchafoonee (Pinewood Rd – Lee County), Muckalee (SR 195 – Lee County), and Flint River (SR 32 – Lee/Worth Countyline) for each identified event.
- Develop a HEC-HMS model to estimate the magnitude and timing of the flows at the Flint River Project for each identified event.
 - The observed hydrographs at each gage will be routed through each respective river/creek to the Flint River Project.
 - Rainfall-runoff flow hydrographs for the remainder of the Kinchafoonee, Muckalee, and Flint watersheds between each gages and Flint River Project will be estimated for the observed rainfall during the identified events.
 - Rainfall hyetographs will be created based on radar coverage for each identified event, and the radar-rainfall will be adjusted to gage observations where available.
 - The combination of the routed gage flow and the rainfall-runoff flow hydrographs will provide the estimated of the total inflow to the Flint River Project for each event.
- Develop a 2D HEC-RAS model to simulate the routing through the reservoir (Lakes Chehaw and Worth) and Flint River Project for each identified event.
 - Given the shape of the reservoirs for Lakes Chehaw and Worth, a 2D model will provide the most accurate representation of flow through the reservoirs.
 - Develop a 2D mesh based on the terrain through the reservoir area.
 - Incorporate as-built elevation data for each of the gates and spillways on the Flint River Project into the model.

Mr. Jeremy Brown, PE
 Dougherty County
 Flint River Dams Operations Assessment
 December 14, 2020

- Incorporate gate operations and inflow hydrographs from HEC-HMS for the identified events into the model.
 - Dewberry will coordinate with Georgia Power as needed to develop the model to simulate gate operations.
- Calibrate the model to the observed reservoir levels, known high water marks, and observed gage heights and flows downstream of the Flint River Project.
- Optimally, outside of adjustments for gate operations, model parameter calibration adjustments will be consistent for each of the identified events.
- Once each modeled event is calibrated, develop a “what-if” scenario that releases flow through the Flint River Project and lowers the operating reservoir elevation to 178.3-ft msl (additional 3-ft over the current operating limit) in advance of each event to determine the impacts in the reservoir and downstream.
 - Per Georgia Power, no bathymetric survey data is available for the reservoir.
 - Bathymetry will be assumed to elevation 178 based on the adjacent slopes and original elevation-volume curve data, and the 2D mesh will be augmented through the reservoir so that the additional release of water can be simulated.
 - Determine the potential impacts in the reservoir and downstream of the Flint River Project for each event.
- A total of six (6) simulations will be modeled.
 - Three (3) observed events
 - One (1) “what-if” scenario for each observed event for a total of three (3) “what-if” scenarios.

Task 2 – Crisp Power Dam Analysis

Per email correspondence with Mr. Ronnie Miller, Plant Operations Manager for Crisp Power, the following information is available for the Crisp Power Dam. Crisp Power has submitted a request FERC for the authorization to share the information. This task assumes that the following data will be provided by Crisp Power.

- As-built plans
- Spillway rating curves
- LiDAR data and/or bathymetric data for the reservoir area
- Operation manual
- Operation logs with gate operations and reservoir levels

Based on phone conversation with Mr. Miller, Crisp Power uses the forecasted peaks for the Kinchafoonee and Muckalee Creeks in addition to the Flint River gage at Montezuma to determine the timing and amount of release through the Crisp Power Dam. It is our understanding that Crisp Power releases approximately 36-hours ahead of the forecasted peaks on the Kinchafoonee and Muckalee Creeks so that the flow from the Crisp Power Dam can pass through the Flint River Project prior to the Kinchafoonee and Muckalee Creeks peaks. There was no discussion with regards to release operations based on Flint River flows at Montezuma.

Dewberry proposes to simulate adjustment to the timing of flow releases through the Crisp Power Dam for each of the identified events in Task 1 to determine the potential effectiveness of changing the timing to mitigate flooding in Lakes Chehaw and Worth. The scope for this task includes the following.

Mr. Jeremy Brown, PE
 Dougherty County
 Flint River Dams Operations Assessment
 December 14, 2020

- Extend the HEC-HMS model developed in Task 1 to the Crisp Power Dam in order to estimate contributing flows to the Flint between Crisp Power Dam and SR 32 for each identified event.
 - Route the flows released through the Crisp Power Dam along the Flint River to the USGS gage at SR 32.
 - Develop rainfall-runoff hydrographs for the contributing watershed between the Crisp Power Dam and SR 32 using the rainfall hyetographs developed in Task 1.
 - Calibrate the combination of the routed Crisp Power Dam flow and the rainfall-runoff flow hydrograph to the observed hydrograph at SR 32 for each event.
- Adjust timing of the flow release for each identified event in Task 1 from the Crisp Power Dam to determine the impacts at the Flint River Project.
 - One timing adjustment will be modeled for each event.
 - An adjustment of release timing will depend on the identified storm and the operational decision based on flows in the Flint, Kinchafoonee, and/or Muckalee in addition to forecast availability.
 - National Weather Service (NWS) River forecast website states that it takes into account past precipitation and the precipitation amounts expected approximately 48 hours into the future from the forecast issuance time.
 - Dewberry will confirm with NWS how far in advance they issue forecasts for each river/creek.
 - Run the HEC-HMS model for each identified event with the adjusted release timing to estimate adjusted flows to the Flint River Project at Albany.
- Run the following HEC-RAS 2D simulations (total of 6 simulations) using the adjusted release timing for the three (3) identified events from Task 1:
 - No change in operations (calibrated observed models) at the Flint River Project.
 - “What-if” scenario models that lowers the operating reservoir elevation at the Flint River Project to 178.3-ft msl.
- Determine the potential impacts in Lakes Worth and Chehaw and downstream of the Flint River Project for each simulation.

DELIVERABLES

Deliverables include:

- Models
- Supporting Data
 - GIS data and data provided by Georgia Power and Crisp Power
- Findings Report
- Powerpoint Presentation

Mr. Jeremy Brown, PE
 Dougherty County
 Flint River Dams Operations Assessment
 December 14, 2020

SCHEDULE

The anticipated schedule with key milestones are provided in the table below. It is assumed that Tasks 1 and 2 will run sequentially.

Task	Key Milestone	Weeks from Milestone
1.1	Calibrated Observed Models	8-weeks from NTP
1.2	What-if Scenario Models	3-weeks from completion of 1.1
1.3	Findings Report and Presentation	2-weeks from completion of 1.2
2.1	Calibrated Observed Models	5-weeks from Task 2 authorization
2.2	Adjusted Timing Release Simulations	2-weeks from completion of 2.1
2.3	Findings Report and Presentation	2-weeks from completion of 2.2

BUDGET

Based on the scope of services outlined above, the total lump sum cost is \$100,080.00. A cost proposal has been provided on the following page that is broken down by each task.

Thank you for allowing Dewberry the opportunity to provide professional services on this project. If you have any questions or would like to discuss our proposal further please feel free to contact me at 678.537.8627 or via email at sfleming@dewberry.com.

Regards,



Sam Fleming, PE
 Associate Vice President
 Dewberry

Mr. Jeremy Brown, PE
Dougherty County
Flint River Dams Operations Assessment
December 14, 2020

Cost Proposal

		Hours/ Units	Cost	Project Manager	Senior Engineer	Engineer III	Engineer II	Hydrometeorologist
				\$215.00	\$150.00	\$135.00	\$120.00	\$125.00
Task 1	Flint River Project Analysis							
	Data Collection and Research Historical Events	16	\$ 2,800.00	8		8		
	Rainfall Hyetographs	80	\$ 10,000.00					80
	HEC-HMS Model	74	\$ 11,420.00	16	10	48		
	HEC-RAS Model	114	\$ 16,220.00	16	10	48	40	
	Model Calibration	62	\$ 9,290.00	10	8	44		
	"What-if" Scenario Model Simulations	58	\$ 8,750.00	10	8	40		
	Findings Report	44	\$ 6,580.00	8		36		
	Power Point Presentation	32	\$ 4,960.00	8		24		
	Subtotal Task 1	480	\$ 70,020.00	76	36	248	40	80
Task 2	Crisp Power Dam Analysis							
	Data Collection	4	\$ 700.00	2		2		
	HEC-HMS Model	42	\$ 6,020.00	4	2	36		
	HEC-RAS Model	42	\$ 6,020.00	4	2	36		
	Model Calibration	38	\$ 5,480.00	4	2	32		
	Adjusted Timing Release Model Simulations	34	\$ 4,940.00	4	2	28		
	Findings Report	26	\$ 3,990.00	6		20		
	Power Point Presentation	18	\$ 2,910.00	6		12		
	Subtotal Task 2	204	\$ 30,060.00	30	8	166	0	0
Total Cost		684	\$ 100,080.00	106	44	414	40	80

RESOLUTION

WHEREAS, the District Attorney for the Dougherty Judicial Circuit serves the citizens of Dougherty County and is jointly funded by appropriations from the State Legislature, Dougherty County and Federal grants; and

WHEREAS, approximately one fourth of the employees of the District Attorney's Office are funded by the State of Georgia with all of the benefits of State employees, including medical, dental and life insurance options; and

WHEREAS, the Georgia General Assembly has authorized the governing authority of each County to provide supplemental pay for employees of the District Attorney's Office that are otherwise paid by the State of Georgia; and

WHEREAS, some, but not all, of the State paid assistant district attorneys do receive a county supplement and the District Attorney has requested that certain State paid employees not receiving a supplemental pay receive salary adjustments comparable to County paid assistant district attorneys when not provided by the State; and

WHEREAS, it is equitable and desirable by the District Attorney and the Dougherty County Commissioner to offer the same benefits package to all similarly situation employees of the District Attorney's Office; and

WHEREAS, the 1997 session of the Georgia General Assembly, at O.C.G.A. §15-18-20.1 allows the counties to contract with the State in order to allow certain funds to be processed through the State payroll system and other purposes;

NOW THEREFORE BE IT RESOLVED, that the Dougherty County Board of Commissioners hereby authorizes funding to provide additional persons under the State Paid County Reimbursement Program (SPCR) for the Dougherty County Judicial Circuit as its designee for the limited purpose of contracting with the State of Georgia in order to comply with the provisions of O. C.G.A. §15-18-20.1 and the District Attorney shall be responsible for transferring to the State the

required funds necessary to cover the contracted compensation for those designated employees provided such funds are available within the approved County budget for the District Attorney's Office.

BE IT SO RESOLVED, this _____ day of _____, 2021.

Christopher Cohilas, Chairman
Dougherty County Board of Commissioners

**STATE OF GEORGIA
PROSECUTING ATTORNEYS' COUNCIL OF GEORGIA
STATE PAID COUNTY REIMBURSED PERSONNEL (SPCR) CONTRACT
FOR A COUNTY GOVERNING AUTHORITY**

1. GENERAL CONTRACT PROVISIONS:

- (a) This contract is made and entered into by and between the **PROSECUTING ATTORNEYS' COUNCIL OF GEORGIA**, an agency of the Judicial Branch of the State of Georgia legally empowered to contract pursuant to O.C.G.A. §§ 15-18-44 and 15-18-20.1, and hereinafter referred to as the **COUNCIL** and the

District Attorney for the Dougherty Judicial Circuit

Attention: Gregory W. Edwards
225 Pine Street
P.O. Box 1827
Albany, Georgia 31702

And

Office of the County Commission

Attention: Christopher Cohilas
P.O. Box 1827
Albany, Georgia 31702

legally empowered to contract pursuant to the laws of the State of Georgia, and hereinafter referred to as the **CONTRACTOR**.

- (b) This contract is deemed to be made under and shall be construed and enforced in every respect according to the laws of the State of Georgia. Any lawsuit or other action based on a claim arising from this Contract shall be brought in a court or other forum of competent jurisdiction within Clayton County, State of Georgia.
- (c) Nothing contained in this contract shall be construed to constitute the **CONTRACTOR** or any of its employees, agents, or subcontractors as a partner, employee, or agent of the **COUNCIL**, nor shall either party to this contract have any authority to bind the other in any respect, it being intended that each shall remain an independent contractor.

2. PERIOD OF CONTRACT:

This contract is effective as of the 1st day of July, 2021, and shall terminate on the 30th day of June, 2022, unless terminated earlier under other provisions of this contract.

3. COUNCIL AND CONTRACTOR CONTACT INFORMATION:

- (a) Mailing Addresses:

The mailing addresses, telephone numbers, and contact persons listed below for the COUNCIL and the CONTRACTOR may be changed during the term of this contract by written notification to the other party by the COUNCIL's division or office representatives or by the CONTRACTOR.

- (1) The COUNCIL's mailing address, email address and telephone number for correspondence, reports, and other matters relative to this contract, except as otherwise indicated, are:

Prosecuting Attorneys' Council of Georgia
Attn: Latoria J. Smith
1590 Adamson Parkway, Fourth Floor
Morrow, Georgia 30260-1755
Telephone No: (770) 282-6364
Email: ljsmith@pacga.org

- (2) The CONTRACTOR'S mailing address, email address and telephone number for correspondence, reports, and other matters relative to this contract are:

Office of the District Attorney - Dougherty Judicial Circuit
Attention: Gregory W. Edwards
225 Pine Street
P. O. Box 1827
Albany, Georgia 31702
Telephone No.: (229)431-3233
Email: gedwards@dougherty.ga.us

AND

Office of the County Commission
Attention: Christopher Cohilas, Chairman
P.O. Box 1827
Albany, Georgia 31702
Telephone No.: (229) 302-3032
Email:

4. SCOPE OF SERVICES:

- (a) WHEREAS, O.C.G.A. § 15-18-20.1 authorizes "the governing authority of any county or municipality within the judicial circuit which provides additional personnel for the office of district attorney may contract with the Prosecuting Attorneys' Council of the State of Georgia to provide such additional personnel in the same manner as is provided for state paid personnel in this article. Any such personnel shall be considered state employees and shall be entitled to the same fringe benefits as other state paid personnel employed by the district attorney pursuant to this article. The governing authority of such county or municipality shall transfer to the COUNCIL such funds as may be necessary to cover the compensation, benefits, travel, and other expenses for such personnel;" and

- (b) WHEREAS, the governing authority of **Dougherty County**, with the consent of the District Attorney for the **Dougherty Judicial Circuit** wish to provide additional personnel for the office of district attorney of said judicial circuit as provided in O.C.G.A. § 15-18-20.1; and
- (c) Whereas, the governing authority of said counties have, by appropriate resolution, copies of which are annexed hereto and incorporated herein by reference as fully set forth, authorized the District Attorney for the **Dougherty Judicial Circuit** to enter into this contract on behalf of said county as provided in O.C.G.A. § 15-18-20.1.
- (d) NOW THEREFORE, in consideration of the mutual covenants herein set forth, it is agreed by and between the parties hereto as follows:
 - (1) The COUNCIL agrees to:
 - (A) Prepare an annual budget, which identifies the anticipated personal services for such personnel in the judicial circuit. Such budget is attached hereto as **Annex A** and is made a part of this agreement by reference.
 - (B) Pay the personal services and such other expenses related to such personnel identified in Annex A of this contract under the provisions of O.C.G.A. § 15-18-20.1 from funds provided by the CONTRACTOR in accordance with provisions of this contract.
 - (2) The CONTRACTOR agrees to:
 - (A) Accept the monthly invoice and when verified as correct, pay the invoice in full. If the expenditure report is not correct, the COUNCIL shall be notified within ten (10) days of the date of the invoice.
 - (B) Pay to the COUNCIL an administrative fee in an amount set forth in the attached budget (Annex A). The administrative fee will be calculated at one percent (1.0%) of the actual costs incurred by the COUNCIL under this Contract. The amount of the administrative fee shall be included in the monthly bill and paid to the COUNCIL as set forth in this Contract.
 - (3) All notices, invoices, bills or other documents referred to in this contract shall be sent by e-mail.

5. **PAYMENTS TO THE COUNCIL:**

- (a) The approved contract budget for the period of this contract is **\$61,625.40**.
- (b) The COUNCIL will submit a monthly invoice for the costs associated with this contract not more than 10 days after the last day of the prior month. Any additional costs, above or beyond those associated with the normal monthly payroll, i.e., annual leave payouts,

forfeited leave payments, etc. will be included on the invoice to the CONTRACTOR for the following month or when identified.

- (c) The CONTRACTOR will pay the COUNCIL the amount specified in the monthly invoice each month regardless of the local sources of funding available to the CONTRACTOR. Payments must be made upon receipt. Payments are considered late if they have not been received by the COUNCIL by the last day of the month that the invoice is dated. Payments may be made by check or electronic funds transfer.
- (d) If the CONTRACTOR fails to pay the amount due for the payroll period, CONTRACTOR agrees that the COUNCIL may:
 - (1) Use any other funds, other than state appropriated funds, that may be available to the Council for the operations of the district attorney's office within such judicial circuit or which may be payable to such district attorney's office;
 - (2) Require that future payments be made by wire or electronic funds transfer, at Contractor's expense;
 - (3) Take any such action as may be necessary to enforce the contract; or
 - (4) Terminate the contract.

6. BUDGET LIMITATION:

- (a) The CONTRACTOR will notify the COUNCIL in writing promptly whenever the amount of authorized funds is expected to exceed needs by more than \$5,000.00 or five percent (5.0%), whichever is greater. In such cases, the COUNCIL holds the option of making appropriate budget revisions and amending the contract as necessary to improve overall fund utilization.
- (b) If requested by the CONTRACTOR, the COUNCIL will provide a revised budget to the CONTRACTOR.

7. CONFIDENTIALITY OF INDIVIDUAL INFORMATION:

The CONTRACTOR agrees to abide by all state and federal laws, rules and regulations, and the COUNCIL policy on respecting confidentiality of an individual's records. CONTRACTOR further agrees not to divulge any information concerning any individual to any unauthorized person without the written consent of the individual employee, consumer/customer/client, or responsible parent or guardian.

8. CONFLICT OF INTEREST:

The CONTRACTOR and the COUNCIL certify that the provisions of O.C.G.A. § 45-10-20 through 45-10-28, as amended, which prohibit and regulate certain transactions between certain state officials or employees and the State of Georgia, have not been violated and will not be violated in any respect.

9. CONTRACT MODIFICATION/ALTERATION:

- (a) No modification or alteration of this agreement will be valid or effective unless such modification is made in writing and signed by both parties. Such modification shall be affixed to this contract as an amendment indicating the contract number involved, the original contracting parties and the original effective date of the contract and the paragraph(s) being modified or superseded, except as stated in sub-paragraph (b) immediately below.
- (b) In the event the sources of payment for services under this contract from the governing authority to the CONTRACTOR, or (appropriations made to the COUNCIL by the General Assembly of the State of Georgia) are reduced during the term of this contract, the COUNCIL has the absolute right to make financial and other adjustments to this contract and to notify the CONTRACTOR accordingly. Such adjustment(s) may require a contract amendment including, but not limited to, a termination of the contract.

10. SEVERABILITY:

Any section, subsection, paragraph, term, condition, provision or other part (hereinafter collectively referred to as "part") of this Contract that is judged, held, found, or declared to be voidable, void, invalid, illegal or otherwise not fully enforceable shall not affect any other part of this Contract, and the remainder of this Contract shall continue to be of full force and effect. Any agreement of the parties to amend, modify, eliminate, or otherwise change any part of this Contract shall not affect any other part of this Contract, and the remainder of this Contract shall continue to be of full force and effect.

11. TERMINATION:

- (a) Due to non-availability of funds. Notwithstanding any other provision of this contract, in the event the source of payment for services under this contract no longer exists or in the event the sum of all obligations of the COUNCIL incurred under this and all other contracts entered into for this program exceeds the balance of such contract sources, then this contract shall immediately terminate without further obligation of the COUNCIL as of that moment. The certification by the Executive Director of the COUNCIL of the occurrence of the event stated above shall be conclusive.
- (b) Due to default or for cause. This contract may be terminated for cause, in whole or in part, at any time by the COUNCIL for failure of the CONTRACTOR to perform any of the provisions hereof. Should the COUNCIL exercise its right to terminate this contract under the provisions of this paragraph, the termination shall be accomplished in writing and specify the reason and termination date. Upon termination of this contract, the Contractor shall not incur any new obligations after the effective date of the termination and shall cancel all obligations. The above remedies are in addition to any other remedies provided by law or the terms of this contract.
- (c) For Convenience. This contract may be cancelled or terminated by either of the parties without cause. This Contract may be terminated by the CONTRACTOR for any reason

upon 60 days prior written notice to the COUNCIL. This Contract may be terminated by the COUNCIL for any reason upon 30 days prior written notice to the CONTRACTOR.

- (d) Upon termination of the contract, CONTRACTOR shall remit full payment for any outstanding balances owed to the COUNCIL within 30 days of such contract termination.

(1)

12. **DRUG-FREE WORKPLACE:**

- (a) CONTRACTOR hereby certifies that it will comply with the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.) and that:

- (1) A drug-free workplace will be provided for the CONTRACTOR's employees during the performance of this contract; and

- (2) CONTRACTOR may be suspended, terminated, or debarred if it is determined that:

- (A) The CONTRACTOR has made false certification hereinabove; or

- (B) The CONTRACTOR has violated such certification by failure to carry out the requirements of Official Code of Georgia Section 50-24-3.

- (b) COUNCIL PERSONNEL REGULATIONS:

- (1) CONTRACTOR shall perform its obligations hereunder in accordance with all applicable Federal, State, and local governmental laws and regulations now or hereafter in effect. CONTRACTOR and CONTRACTOR's personnel shall also comply with all applicable State and COUNCIL policies, procedures, and standards in effect during the performance of the Contract, including but not limited to COUNCIL policies and standards relating to personnel conduct, security, safety, confidentiality, and ethics. CONTRACTOR agrees that any failure by CONTRACTOR or CONTRACTOR's personnel to comply with any of the obligations of this Section may be treated by COUNCIL as a material breach of this Contract by CONTRACTOR.

- (2) Except as provided in COUNCIL Policy 4.11 relating to State-Paid, County Reimbursed (SPCR) Personnel, incorporated herein by reference, personnel compensated pursuant to this agreement are subject to the Rules adopted by the COUNCIL pursuant to O.C.G.A. § 15-18-19(c).

- (3) Personnel paid pursuant to this contract shall be entitled to annual, sick, and miscellaneous leave and administrative time on the same basis as other state paid personnel. In the event that any such employee dies, resigns or otherwise terminates employment during the term of the contract, such employee will be paid for any unused annual leave, up to a maximum of 360 hours as terminal leave pay. The CONTRACTOR agrees to pay the cost of such terminal leave upon receipt of an invoice from the COUNCIL.

- (4) In the event that an employee who is paid pursuant to this contract retires as a vested employee with the State of Georgia during the term of this contract, CONTRACTOR shall pay the cost associated with forfeited and unused leave that such employee accrued during the term of this contract and any extensions thereto.

(c) NONDISCRIMINATION

- (1) The CONTRACTOR agrees to comply with federal and state laws, rules and regulations, and the COUNCIL's policy relative to nondiscrimination in employment practices because of political affiliation, religion, race, color, sex, handicap, age, creed, veteran status or national origin. Nondiscrimination in employment practices is applicable to employees, applicants for employment, promotions, demotions, dismissal, and other elements affecting employment/employees.
- (2) The CONTRACTOR agrees to comply with federal and state laws, rules and regulations, and the COUNCIL's policy relative to nondiscrimination in consumer/customer/client and consumer/customer/client service practices because of political affiliation, religion, race, color, sex, handicap, age, creed, veteran status or national origin. Neither shall any individual be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination under any program or activity conducted or supported by the COUNCIL.
- (d) The COUNCIL is an Equal Opportunity employer. A copy of the COUNCIL's Equal Employment Opportunity Utilization Report is available on the COUNCIL's website or upon request by the CONTRACTOR.
- (e) COMPLIANCE WITH APPLICABLE PROVISIONS OF THE AMERICANS WITH DISABILITIES ACT: The CONTRACTOR agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA) and any relevant federal and state laws, rules and regulations regarding employment practices toward individuals with disabilities and the availability/accessibility of programs, activities, or services for consumers/customers/clients with disabilities.
- (f) COMPLIANCE WITH THE GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT. Contractor certifies that it will comply with O.C.G.A. § 13-10-91 relating to the verification of the status of newly hired employees as specified in Annex C, attached hereto and incorporated herein by reference.
- (g) LIMITATIONS ON PAY INCREASES IN LAST 12 MONTHS OF EMPLOYMENT PRIOR TO RETIREMENT. CONTRACTOR acknowledges that that O.C.G.A. §§ 47-2-120, 47-2-123, 47-2-334, 47-2-353 provides that any salary increase granted to a person subject to the provisions of this contract who is a member of the Employees Retirement System of Georgia (ERS) which is in excess of 5 percent over the 12 months immediately prior to such person's retirement date may result in the COUNCIL being charged the actuarial cost to the retirement system of any such increase. In such an event,

CONTRACTOR agrees to pay the cost of any such actuarial cost as determined by ERS..

- (h) WORKERS COMPENSATION. The Contractor agrees to comply with State laws regarding Workers Compensation and to reimburse the Council for any costs resulting from a Workers Compensation award not otherwise provided for in the budget.

13. **ENTIRE UNDERSTANDING:**

This contract, together with the annexes and all other documents incorporated by reference, represents the complete and final understanding of the parties to this contract. No other understanding, oral or written regarding the subject matter of this contract, may be deemed to exist or to bind the parties at the time of execution.

14. **CONTRACT ANNEX INCLUSION:**

This contract includes annexes as listed below, which are attached hereto and incorporated herein:

- | | |
|---------|---|
| Annex A | Contract Budget. |
| Annex B | Resolution(s) authorizing the District Attorney to contact on behalf of the counties comprising the Judicial Circuit and Resolution(s) approving the contract to provide such additional personnel to the District Attorney in accordance with O.C.G.A. § 15-18-20.1 and approving the expenditure of funds for such purpose. |
| Annex C | Contractor Affidavit for compliance with the Georgia Security and Immigration Compliance Act under O.C.G.A. § 13-10-91(b)(1). |

15. **OPEN RECORDS ACT:** this contract is subject to the provisions of the Georgia Open Records Act.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures the day and year first above written.

CONTRACTOR EXECUTION:



Signature

5/4/2021

**Date signed by CONTRACTOR

*The Honorable Gregory W. Edwards
District Attorney, Dougherty Judicial Circuit
P. O. Box 1827
Albany, Georgia 31702
(229) 431-3233

COUNCIL EXECUTION:

Signature

**Date signed by Council

Peter J. Skandalakis
Executive Director
Prosecuting Attorneys' Council of Georgia
1590 Adamson Parkway, Fourth Floor
Morrow, Georgia 30260-1755

Signature

Printed Name

Chairman Christopher Cohilas
Dougherty County Board of Commissioners
Designee for Dougherty County
P.O. Box 1827
Albany, Georgia 31702
(229) 302-3032

**Date signed by County Commission Chairman

*Written authority may be required as an attachment which proves that the signer has the authority to sign for the CONTRACTOR.

**Must be a date equal to or earlier than the effective date of the contract as specified in paragraph #2 of this contract.

Attach Annex A Contract Budget

County Contract

FY 2022 State-Fund County Reimbursed (SFCH) Contract
Annex A
Cost Estimate

1% Admin Fee	\$610.16
Estimated FY 2022 Contract	\$91,625.40

Attach Annex B Resolution(s) authorizing the District Attorney to contact on behalf of the counties comprising the Judicial Circuit or Resolution(s) approving the contract to provide such additional personnel to the District Attorney in accordance with O.C.G.A. § 15-18-20.1 and approving the expenditure of funds for such purpose.

Annex C**Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)**

The undersigned Contractor executes this Affidavit to comply with O.C.G.A § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

- a) The Contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;
- b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;
- c) The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;
- d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;
- e) The Contractor will contract for the performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(a), (b), and (c);
- f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10-91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and
- g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

51201

August 21, 2007

Federal Work Authorization User Identification Number

Date of Authorization

Dougherty County Board of Commission

State Paid County Reimbursed Contract

Name of Contractor

Name of Project

Dougherty County Board of Commission

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, _____, 20____ in _____ (city), _____ (state).

County Contract

Signature of Authorized Officer or Agent

Christopher Cohilas, Chairman Board of Commissioners

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF _____, 20_____.

NOTARY PUBLIC

My Commission Expires: _____

2021 Albany-Dougherty Sheriff's Activities League (SAL) Summer Program

Camp Expense Sheet

Albany-Dougherty SAL Summer Program Operational Expenses

1. Athletic Equipment (Balls, Games, Toys) **\$2,500**
2. Camp Start-up Supplies (Office Supplies, Toiletry Items, etc.) **\$1,000.00**

Outings/ Field Trips

1. Skating Rink- (125 x \$10) **\$1,250.00**
2. Movie Theatre- Tickets, Drinks & Popcorn (125 x \$10) **\$1,250.00**
3. Rigsby Water Park in Warner Robins, Ga. (125 x \$23) **\$2,875.00**
4. Meals (lunch & dinner) - Approximately **\$1,000.00**

Friday Camp Meals

1. Friday, June 11th Pizza Party- **\$500.00**
2. Friday, June 25th- **\$500.00**
3. Friday, June 18th Balanced Meal (Chicken, Green Beans, Mashed Potatoes, Rolls & Drinks) - **\$800.00**
4. Friday, July 2nd End of Camp Party- **\$1,000.00**

Family Fun Night

Friday, June 4th- **\$1,000.00**

Afternoon Snacks

Assorted Snacks and Beverages (Weekly) $\$400.00 \times 4 =$ **\$1,600.00**

Transportation

Dougherty County Schools Bus Service- **\$1,000.00**

Camp T-shirts - **\$1,000.00**

Camp Water Bottles- **\$200.00**

Police Activities League (PAL) Membership- **\$600.00 per year**

Grand Total Operational Expenses: \$18, 075.00

**A RESOLUTION
ENTITLED**

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

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

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

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

SECTION I The Public Officer, as designated in Dougherty County Nuisance Abatement Resolution Number 02-034, is hereby requested to make an investigation and inspection of the following property to determine if the above-described conditions exist under applicable codes: 1000 Liberty Expressway, Albany, Georgia 31705.

SECTION II The Public Officer is hereby requested to have filed in a Civil Court with jurisdiction a Complaint In Rem against the above-stated lots, tracts or parcels of real property found to be in violation of said Resolution.

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

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

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

This the 17th day of May, 2021.

BOARD OF COMMISSIONERS OF
DOUGHERTY COUNTY, GEORGIA

BY: _____
Christopher S. Cohilas, Chairman

ATTEST:

County Clerk