



## REGULAR MEETING

November 15, 2021  
10:00 AM

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

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### AGENDA

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

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

1. Call the meeting to order by Chairman Christopher Cohilas.
2. Roll Call.
3. Invocation.
4. Pledge of Allegiance.
5. Minutes.
  - a. Consider for action the Minutes of the October 18th Regular Meeting and October 25th Work Session. **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. Nedra Fortson, N.P., present to advocate the need for mental health services.
7. Purchases.
  - a. Consider for action the Resolution providing for acceptance of the contract for Dougherty County's Property/Casualty Insurance & Risk Management Services Broker from the most responsive vendor Alliant (Charlotte, NC) at an annualized fee of \$69,750, subject to the execution by the County Administrator. **ACTION:**

b. Consider for action the acceptance of the change order from LRA Constructors, Inc. (Albany, GA) in the amount of \$107,035 to repair the bank erosion for the Radium Spring Run Bridge Rehabilitation. Funding is available in SPLOST VI – Storm Drainage Improvements. Assistant County Administrator Scott Addison will address. Engineering Manager Jeremy Brown is present.

8. Additional Business.

a. Consider for action the approval of the proposed Alcoholic Beverage License renewals for Calendar Year 2022. **ACTION:**

b. Consider for action a Resolution providing for the approval and execution of a Right Of Way Maintenance Agreement between the Georgia Department of Transportation and Dougherty County relative to a roundabout to be constructed at the intersection of SR133 and Lovers Lane Road. The County will be responsible for maintaining the landscaping that will be installed during construction in the center of and around the roundabout. GDOT will be responsible for the installation of the landscape items. **ACTION:**

c. Consider for action a Resolution providing for the acceptance and execution of three Stormwater Facility Maintenance Agreements between Pratt Properties, Inc, Robert K. Taylor and Boyd EA, LLC and Dougherty County, Georgia. **ACTION:**

d. Consider for action the Resolution declaring a 2017 Nissan Rogue (from the Albany Dougherty Drug Unit) as surplus and authorize the sale through Underwriters Safety & Claims. Assistant County Administrator Scott Addison will address. **ACTION:**

e. Consider for action a Resolution of Dougherty County, Georgia accepting the Memorandum Of Understanding between the State Of Georgia and certain Local Government Entities concerning The National Distributor And J&J Settlements and directing the Execution of the “Acknowledgment And Agreement To Be Bound By Memorandum Of Understanding,” “Subdivision Distributor Settlement Participation Form,” And “Janssen Settlement Participation Form.” **ACTION:**

f. Consider for action a Resolution providing for the acceptance and execution of an Intergovernmental Agreement between Dougherty County, GA and the Albany Dougherty Payroll Development Authority (PDA). The agreement will allow the PDA to hold title to the project on behalf of Dougherty County for the Southwest Georgia Regional Commission to administer the program relative to a local community food bank. County Administrator Michael McCoy and Southwest Georgia Regional Commission Grant Administration Manager Brenda Wade will address. Albany-Dougherty Economic Development Commission President and CEO Jana Dyke, Southwest Georgia Regional Commission Executive Director Suzanne Angell and Southwest Georgia Regional Commission Director of Planning/Deputy Director Barbara Reddick are present. **ACTION:**

- g. Consider for action the Resolution and related forms from the Southwest Georgia Regional Commission. (CDBG-CV Subrogation Agreement –PDA, CDBG-CV Duplication of Benefit Policy & Benefit Worksheet, Memorandum of Agreement (Grant writing and Admin. Services -SWGRC and Dougherty County), Memorandum of Understanding (MOU- Food Bank and Dougherty County),Dougherty County Matching Funds Resolution, Dougherty County Continuous of Use Policy, In-Kind services Purchase of Furnishings, Ongoing Operation, and maintenance Resolution, and the Refrigerated Warehousing, Inc Contract Services Agreement (Dougherty County and Architectural Services-Refrigerated Warehousing). Southwest Georgia Regional Commission Grant Administration Manager Brenda Wade will address. Southwest Georgia Regional Commission Executive Director Suzanne Angell and Southwest Georgia Regional Commission Director of Planning/Deputy Director Barbara Reddick are present. **ACTION:**
- h. Consider for action to accept and execute a Memorandum of Agreement between the Albany Dougherty Payroll Development Authority (PDA) and Feeding the Valley, Inc. The Board of Commissioners plans to enter into an agreement with the PDA to administer CARES ACT funding and work with the Food Bank to expand its services capabilities through capital improvements. County Administrator Michael McCoy and Southwest Georgia Regional Commission Grant Administration Manager Brenda Wade will address. Albany-Dougherty Economic Development Commission President and CEO Jana Dyke and Feeding the Valley, Inc. President and CEO Frank Shepard are present. **ACTION:**

9. Additional Business.

- a. Consider for action the proposed Board Appointments. ***Appointments are made by nominations.*** Pages for each board are indicated below.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

b. Consider for action the Resolution confirming the appointments to the Dougherty County Board of Tax Assessors for the term beginning January 1, 2022 and ending December 31, 2024. **ACTION:**

10. Updates from the County Administrator.

**a. REMINDER-** Due to five (5) Mondays in November, there will be no meeting next Monday, November 22nd. The next meeting will be a Work Session on November 29, 2021.

b. The 2022 Dougherty County Meeting Schedule Calendar is available.

11. Updates from the County Attorney.
12. Updates from the County Commission.
13. Adjourn.

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

DOUGHERTY COUNTY COMMISSION  
REGULAR MEETING MINUTES

DRAFT

October 18, 2021

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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CHAIRMAN

ATTEST:

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COUNTY CLERK

DOUGHERTY COUNTY COMMISSION  
WORK SESSION MEETING MINUTES

DRAFT

October 25, 2021

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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CHAIRMAN

ATTEST:

\_\_\_\_\_  
COUNTY CLERK

**A RESOLUTION  
ENTITLED  
A RESOLUTION PROVIDING FOR THE APPROVAL AND EXECUTION OF A CONTRACT BETWEEN  
DOUGHERTY COUNTY AND ALLIANT (CHARLOTTE, NC) AS DOUGHERTY COUNTY’S  
PROPERTY/CASUALTY INSURANCE AND RISK MANAGEMENT SERVICES BROKER AT AN  
ANNUALIZED FEE OF \$69,750.00; REPEALING RESOLUTIONS OR PARTS OF RESOLUTIONS IN  
CONFLICT HEREWITH;  
AND FOR OTHER PURPOSES.**

**WHEREAS**, the Board of Commissioners of Dougherty County, Georgia is hereby desirous of approving and executing a Contract between Dougherty County and Alliant (Charlotte, NC) as Dougherty County’s Property/Casualty Insurance and Risk Management Services Broker at an annualized fee of \$69,750.00.

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

**SECTION I** The attached Contract between Dougherty County and Alliant (Charlotte, NC) for the purpose of Property/Casualty Insurance and Risk Management Services Broker at an annualized fee of \$69,750.00 is hereby approved and the County Administrator is hereby authorized to execute same on behalf of Dougherty County. The County Administrator is hereby authorized to execute any and all other documents necessary for full implementation of the Broker Agreement.

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

This the 15th day of November, 2021.

BOARD OF COMMISSIONERS OF  
DOUGHERTY COUNTY, GEORGIA

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

ATTEST:

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

## Dougherty County, Georgia

### Dougherty County Commission Agenda Item

Date of submission: November 1, 2021

Date of meeting: November 8, 2021

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

Presenter: Scott Addison, Assistant County Administrator

#### Statement of Issue

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

#### History/Facts and Issues

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

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

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

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

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

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

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

---

Respectfully submitted,

Scott Addison

Assistant Administrator



### Change Order Proposal Pricing Breakdown

RE: Erosion / River Bank Repair  
 Project: Radium - Spring Run Bridge Rehab

Date Submitted: 11/8/2021  
 Change Order Proposal No.: 005

The following is a breakdown of charges for work as described above:

#### Material

DESCRIPTION	QTY	UNIT	UNIT/MATERIAL	MATERIAL
Flowable Fill	30	cy	\$ 125.00	\$ 3,750
				\$ -
				\$ -
				\$ -

<b>Subtotal Material:</b>				\$ 3,750
<b>Sales Tax:</b>			8.00%	\$ 300
<b>Total Material:</b>				\$ 4,050

#### Labor

DESCRIPTION	QTY	UNIT	UNIT/LABOR	LABOR
Flowable Fill	6.00	day	\$ 680.00	\$ 4,080
Supervision	10.00	day	\$ 280.00	\$ 2,800
General Superintendent / PM	6.00	ea	\$ 100.00	\$ 600

<b>Subtotal Labor:</b>				\$ 7,480
<b>Labor Burden:</b>			34.00%	\$ 2,543
<b>Total Labor:</b>				\$ 10,023

#### Equipment

DESCRIPTION	QTY	UNIT	UNIT/EQUIP	EQUIP
Concrete Line Pump	6.00	ea	\$ 710.00	\$ 4,260
				\$ -

<b>Total Equipment:</b>				\$ 4,260
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#### Subcontractor

DESCRIPTION	QTY	UNIT	UNIT/SUB	SUB
River Bank Stabilization & SW Structure	1.00	ls	\$ 76,030.00	\$ 76,030
EC/Grassing	1.00	ls	\$ 550.00	\$ 550

<b>Total Subcontractor:</b>				\$ 76,580
-----------------------------	--	--	--	-----------

<b>Total Cost (Material, Labor &amp; Equipment):</b>				\$ 18,333
<b>Overhead &amp; Profit</b>			20.00%	\$ 3,667
<b>Total Subcontractor:</b>				\$ 76,580
<b>Overhead &amp; Profit</b>			10.00%	\$ 7,658
<b>Subtotal</b>				\$ 106,238
<b>Bond Adjustment</b>			0.75%	\$ 797
<b>GRAND TOTAL</b>				\$ 107,035

Contract Time to be extended: 10 days

October 28, 2021

LRA Constructors, Inc.  
2727 Upland Court  
Albany, Georgia 31721

Attn: Mr. Will Reese

RE: Radium Springs Run Bridge  
Albany, Georgia

Dear Will,

We submit herewith our proposal for erosion/bank repair and the proposed area drain on the above referenced project. A breakdown of this work is as follows:

Description

1. Excavation for and placement of foundation Rip Rap
2. Placement of Slope Rip Rap
3. Placement of Filter Fabric
4. Placement of Soil Backfill
5. 18" Reinforced Concrete Pipe
6. 18" Flared End Section
7. Area Drain
8. Rip Rap Outlet Protection

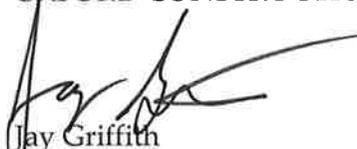
TOTAL LUMP SUM AMOUNT: \$ 76,030.00

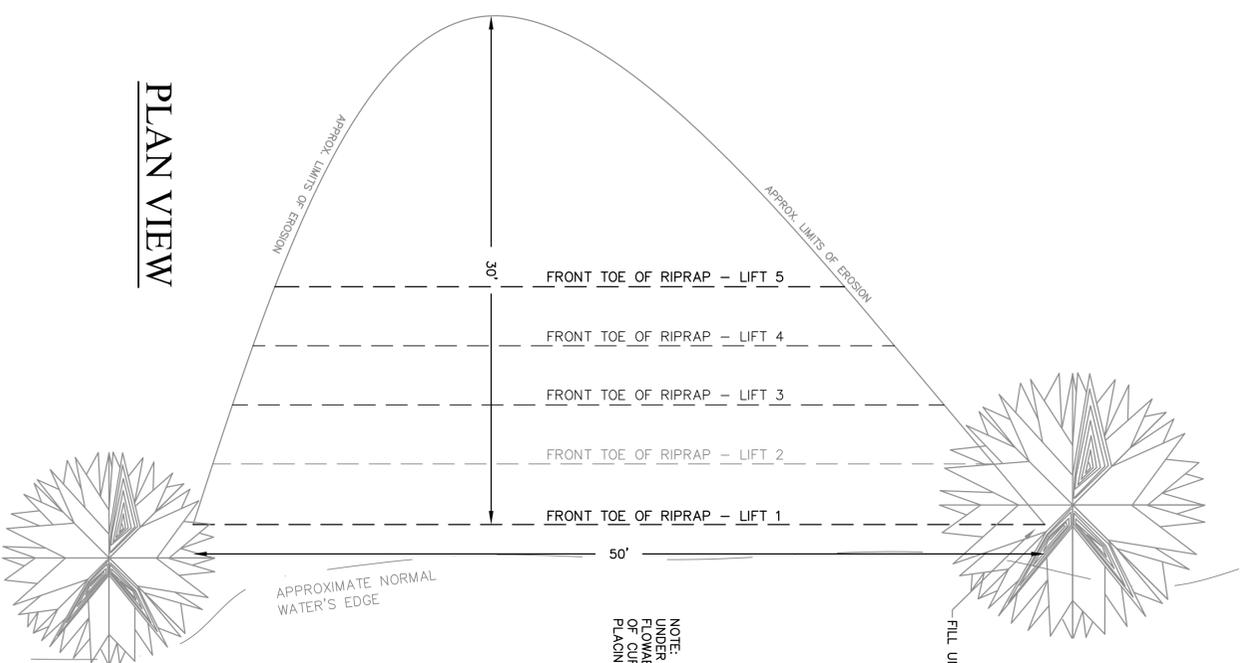
Clarifications

1. All Work to be Performed in One Mobilization
2. Quantities are Based on Plans provided by Dougherty County Engineering Department
3. Flowable Fill shown on face of Rip Rap to be performed by LRA Constructors, Inc
4. Backfill Soils to be provided by Dougherty County. No credit provided if county provides loader and operator to load dump trucks
5. Grading for Trail Extension to be performed by LRA Constructors, Inc
6. Erosion Control and Grassing to be performed by LRA Constructors, Inc

We appreciate the opportunity to quote this work. Please feel free to call if you have any questions.

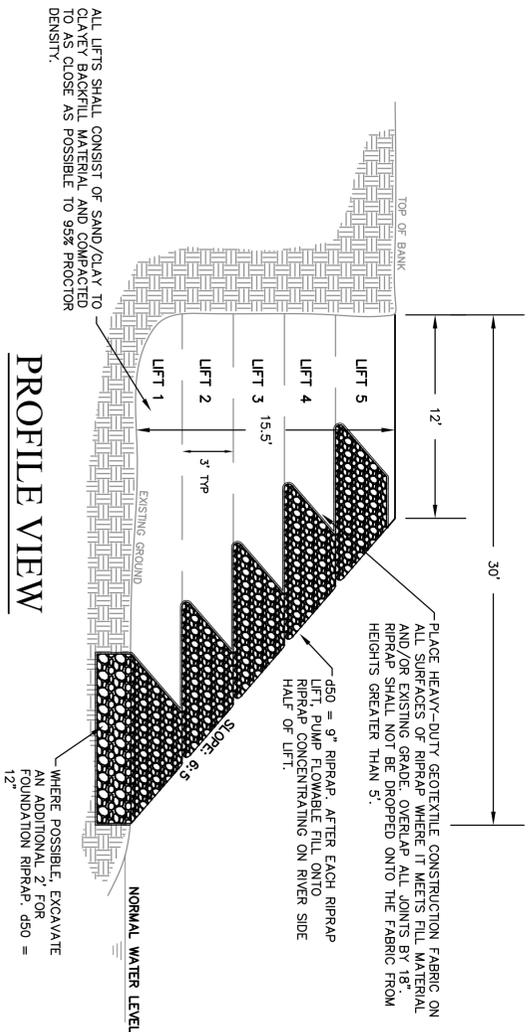
Regards,  
OXFORD CONSTRUCTION COMPANY

  
Jay Griffith  
Vice President

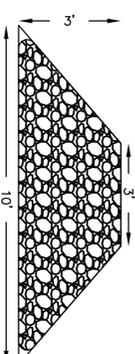


NOTE:  
UNDER NO CONDITION SHALL ANY FILL, RIPRAP, OR FLOWABLE FILL ENTER THE WATERS OF THE US. BE AWARE OF CURRENT RIVER LEVELS AND FUTURE LEVELS PRIOR TO PLACING MATERIALS.

### PLAN VIEW



### PROFILE VIEW



### DETAIL

N.T.S.

BACKFILL LIFT VOLUMES ARE CALCULATED BASED ON TOTAL PLAN VIEW LIFT AREA & 3' LIFT HEIGHT, LESS VOLUME OF RIPRAP LIFT. VOLUMES LISTED ARE COMPACTED INPLACE:

- LIFT 1 = 72 CY
- LIFT 2 = 45 CY
- LIFT 3 = 44 CY
- LIFT 4 = 29 CY
- LIFT 5 = 18 CY
- TOTAL = 215 CY

\*DOUGHERTY COUNTY TO PROVIDE ACCESS TO STOCKPILE LOCATED ACROSS RADIUM SPRINGS ROAD FROM CAMELLIA RD. PROVIDE PRODUCTION PROJE. SHOULD OPEN COUNTY ROAD TO RADIUM SPRINGS ROAD. PROVIDE STOCKPILE TO LOAD BACKFILL MATERIAL INTO CONTRACTOR DUMP TRUCKS.

FLOWABLE FILL ESTIMATE IS BASED ON THE ASSUMPTION OF 30% VOIDS IN THE FIVE RIPRAP LIFTS AND ASSUMING ONLY 75% OF THE VOIDS CAN BE FILLED.

130 CY x 50% x 75% = 30 CY\*

\*THIS METHODOLOGY WILL BE TESTED AND POSSIBLY CHANGED DURING THE INSTALLATION OF THE FIRST LIFT. WHEN PRICING PLEASE PROVIDE PRICE PER CY SHOULD VOLUME IN TO ADJUST UP OR DOWN BASED ON ACTUAL RESULTS.

RIPRAP LIFT VOLUMES ARE CALCULATED BASED ON CENTERLINE, HORIZONTAL LENGTH AND A CROSS SECTIONAL AREA OF 19.6 SF (2.2 SY). VOLUMES ARE AS THE RIPRAP SITS INSTALLED:

- LIFT 1 = 32 CY
- LIFT 2 = 29 CY
- LIFT 3 = 28 CY
- LIFT 4 = 23 CY
- LIFT 5 = 20 CY
- TOTAL = 130 CY (d50 9')

• FOUNDATION RIPRAP = 33 CY (d50 12')



GRAPHIC SCALE

( IN FEET )  
1 inch = 5 ft

DOUGHERTY COUNTY ENGINEERING DEPARTMENT	
RADIUM SPRING RUN BRIDGE EROSION / BANK REPAIR	
DRAWN BY: JWB	CHECKED BY: JWB
SCALE: 1"=5'	DATE: OCT 2021
SHEET: 1	



**Memorandum**

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

This is the 2022 Annual Blanket Renewal. It has two parts:  
Part 1 A list of alcohol establishments that were operating in 2021.  
Part 2 The review conducted of each establishment and by Law Enforcement.  
The report is submitted for approval.

XC: Chief Kenneth Johnson, Dougherty County Police  
File

**CURRENT ALCOHOL LICENSES FOR RENEWAL**

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

The business type is abbreviated by the following:

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

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

## REVIEW OF ALCOHOL ESTABLISHMENTS

### A. Law Enforcement Assessment

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

### B. Special Operations

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

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

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

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

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

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

PART II.

**D. Recommendation**

All establishments meet the requirement for renewal.

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

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

Approve      Disapprove

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

**A RESOLUTION  
ENTITLED  
A RESOLUTION PROVIDING FOR THE APPROVAL AND EXECUTION OF A RIGHT OF WAY  
MAINTENANCE AGREEMENT BETWEEN THE GEORGIA DEPARTMENT OF TRANSPORTATION  
AND DOUGHERTY COUNTY RELATIVE TO A ROUNDABOUT TO BE CONSTRUCTED AT THE  
INTERSECTION OF SR133 AND LOVERS LANE ROAD; REPEALING RESOLUTIONS OR PARTS OF  
RESOLUTIONS IN CONFLICT HEREWITH;  
AND FOR OTHER PURPOSES.**

**WHEREAS**, the Board of Commissioners of Dougherty County, Georgia is hereby desirous of approving and executing a Right of Way Maintenance Agreement between the Georgia Department of Transportation and Dougherty County relative to a roundabout to be constructed at the intersection of SR133 and Lovers Lane Road.

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

**SECTION I** The attached Right of Way Maintenance Agreement between the Georgia Department of Transportation and Dougherty County, Georgia relative to a roundabout to be constructed at the intersection of SR 133 and Lovers Lane Road is hereby approved and the Chairman of the Board of Commissioners of Dougherty County is hereby authorized to execute same. Either the Chairman of the Dougherty County Commission or the County Administrator is authorized to execute any and all other documents necessary to the full implementation of the Maintenance Agreement.

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

This the 15th day of November, 2021.

BOARD OF COMMISSIONERS OF  
DOUGHERTY COUNTY, GEORGIA

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

ATTEST:

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



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

September 3, 2021

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

ATTN: Michael McCoy, County Administrator

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

Dear Mr. Cohilas,

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

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

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

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

Sincerely,

Kimberly W. Nesbitt  
State Program Delivery Administrator

KWN:KESD:JTB:JFD:jl  
Attachments

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

Rev: September 2020

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

**By and Between**

**THE**

**GEORGIA DEPARTMENT OF TRANSPORTATION**

**AND**

**Dougherty County**

**PROJECT ID # 0015475**

**PERMIT ID # N/A**

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

*In Process*

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

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

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

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

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

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

## **ARTICLE I SCOPE OF PROJECT**

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

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

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

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

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

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

## ARTICLE II

### EXECUTION OF AGREEMENT AND AUTHORIZATION

#### TIME OF PERFORMANCE

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

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

## ARTICLE III

### SUBSTANTIAL CHANGES

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

#### ARTICLE IV ASSIGNMENT

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

#### ARTICLE V CONTRACT DISPUTES

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

#### ARTICLE VI INSURANCE

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

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

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

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

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

## ARTICLE VII COMPENSATION

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

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

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE X COMPLIANCE WITH APPLICABLE LAW

The undersigned certify that:

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

**ARTICLE XII**  
**MISCELLANEOUS**

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

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

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

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

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

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

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

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

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

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

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

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

**GEORGIA DEPARTMENT OF TRANSPORTATION**

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

ATTEST:

\_\_\_\_\_  
Treasurer

In Process

**LOCAL GOVERNMENT:**

\_\_\_\_\_

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

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

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

\_\_\_\_\_

NOTARY PUBLIC

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

## EXHIBIT A

### MAINTENANCE WORK PLAN

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

#### Watering

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

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

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

#### Pruning

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

### Plant Replacement

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

### Weeding

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

### Mowing and trimming of grass

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

### Mulching

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

### Litter

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

### Installed Sidewalks/Multi-Use Trails

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

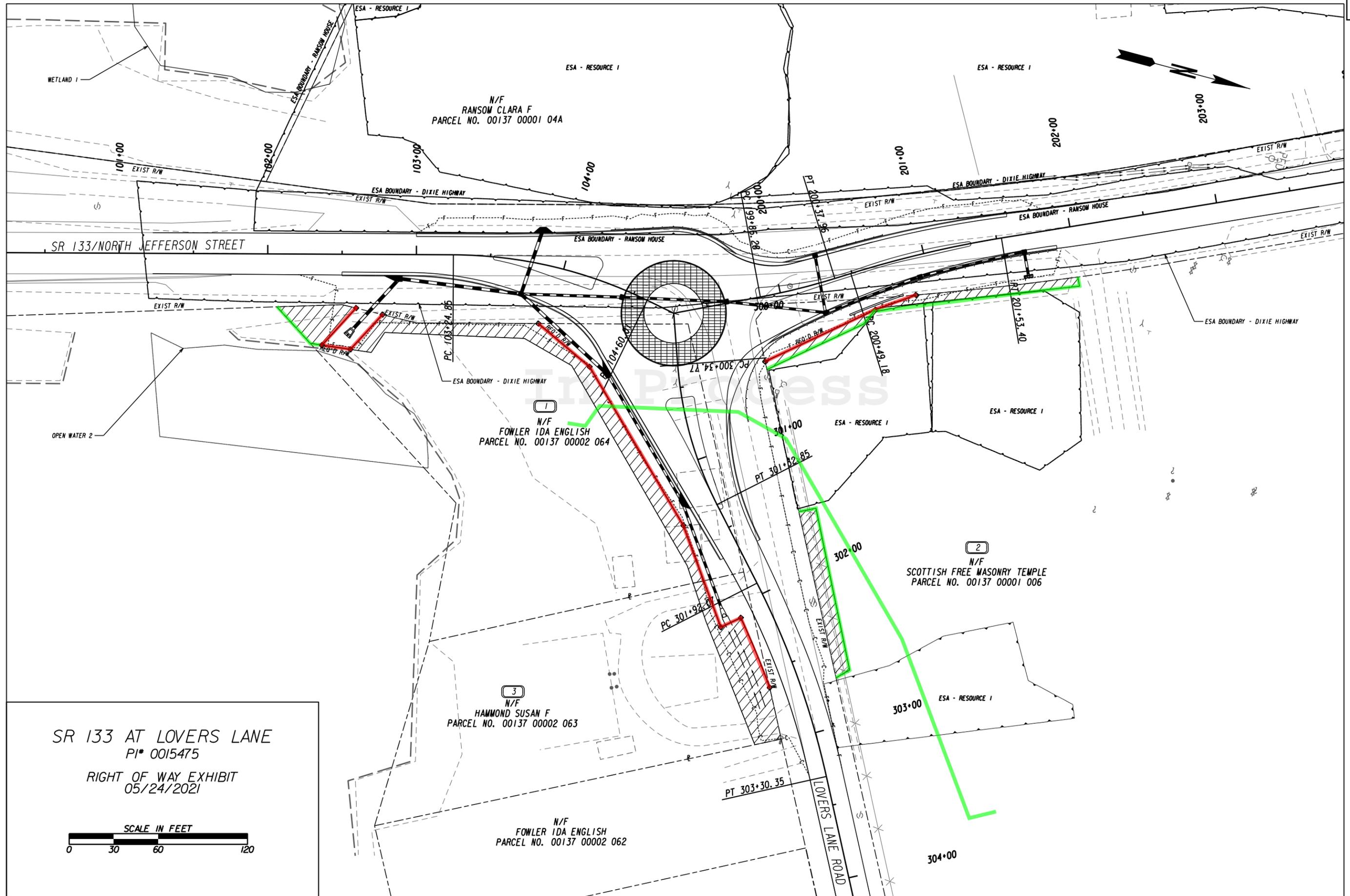
- GDOT will not be responsible for damages to sidewalks/multi-use trails, amenities, etc. caused by maintenance activities on state right of way

Installed Non-Standard Fencing/Site Furnishings

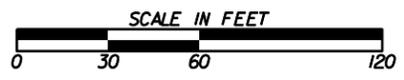
- Repair and/or replace damaged components
- Repair or install a temporary construction work fence immediately if damage involves a safety issue
- LICENSEE is responsible for all maintenance of non-standard fencing/site furnishings/murals

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

In Process



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



**A RESOLUTION  
ENTITLED  
A RESOLUTION PROVIDING FOR THE APPROVAL AND EXECUTION OF THREE STORMWATER  
FACILITY MAINTENANCE AGREEMENTS BETWEEN DOUGHERTY COUNTY, GEORGIA AND  
PRATT PROPERTIES, INC., ROBERT K. TAYLOR AND BOYD EA LLC; REPEALING RESOLUTIONS OR  
PARTS OF RESOLUTIONS IN CONFLICT HERewith;  
AND FOR OTHER PURPOSES.**

**WHEREAS**, the Board of Commissioners of Dougherty County, Georgia is hereby desirous of approving and executing of three Stormwater Facility Maintenance Agreements between Dougherty County, Georgia and Pratt Properties, Inc., Robert K. Taylor and Boyd EA LLC.

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

**SECTION I** The attached Stormwater Facility Maintenance Agreements between Dougherty County and Pratt Properties, Inc., Robert K. Taylor and Boyd EA LLC are hereby approved and the County Attorney is hereby authorized to have said Maintenance Agreements recorded on the Land Records of Dougherty County.

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

This the 15th day of November, 2021.

BOARD OF COMMISSIONERS OF  
DOUGHERTY COUNTY, GEORGIA

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

ATTEST:

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

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

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

**STORMWATER FACILITY MAINTENANCE AGREEMENT**

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

WITNESSETH, that

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

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

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

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

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

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

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

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

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

WITNESS the following signatures and seals pursuant to proper authority.

Signed, sealed and delivered  
in the presence of:

**DOUGHERTY COUNTY, GEORGIA**

\_\_\_\_\_  
WITNESS

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

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

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

(SEAL)

Signed, sealed and delivered  
in the presence of:

**PRATT PROPERTIES, INC.**

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

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

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

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

(SEAL)



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

Item 8c.

Above Space Reserved for Recording

After recording, return to:

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

STATE OF GEORGIA

COUNTY OF FULTON

**QUITCLAIM DEED**

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

WITNESSETH, That:

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

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

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

[EXECUTION ON FOLLOWING PAGE]

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

Signed, sealed and delivered in the presence of:

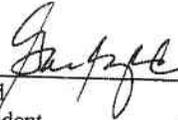
  
\_\_\_\_\_  
Witness

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

[NOTARY SEAL]



GRANTOR:  
TARGET CONTAINER CO.

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

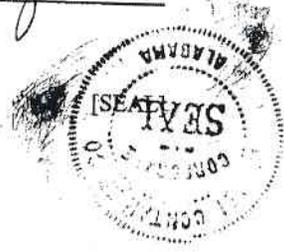


EXHIBIT "A"

TRACT "A":

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

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

TRACT "B":

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

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

TRACT "C":

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

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

## EXHIBIT "A"

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

TRACT "B":

EXHIBIT "A"

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

Beginning at the intersection of the northeast right of way line of Turbine Lane with the northwest right of way line of the Old Pretoria Road, and run thence north 43 degrees 13 minutes west along the northeast right of way line of said Turbine Lane a distance of 154.37 feet to a point; continue thence northwesterly along the curved northeast end north right of way line of said Turbine Lane, the chord of which is north 66 degrees 06 minutes west a distance of 85.55 feet to a point, the arc distance being 87.87 feet; run thence south 88 degrees 59 minutes east a distance of 26.77 feet to a point; run thence easterly, northeasterly and northerly along a curve the arc distance of which is 47.11 feet, the chord of which is north 45 degrees 59 minutes 30 seconds east 42.41 feet, to a point; run thence north 00 degrees 58 minutes east a distance of 422.27 feet to a point; run thence north 88 degrees 59 minutes west a distance of 482 feet to a point; run thence north 00 degrees 58 minutes east a distance of 45.03 feet to the dividing line between Land Lots 200 and 151; run thence north 01 degree 01 minute east a distance of 843.37 feet to a point; run thence north 89 degrees 33 minutes east a distance of 698.60 feet to a point; run thence south 01 degree 01 minute west a distance of 1,175.82 feet to a point; run thence north 89 degrees 59 minutes west a distance of 20 feet to a point; run thence south 61 degree 01 minute west a distance of 20 feet to a point; run thence south 82 degrees 59 minutes east a distance of 29 feet to a point; run thence south 91 degree 01 minute west a distance of 118 feet to the northwest right of way line of the Old Pretoria Road; run thence south 45 degrees 47 minutes west along the southwest right of way of said Old Pretoria Road a distance of 129 feet to the point of beginning; said property being described according to a plat showing survey of a part of Land Lots 151 and 200, Second Land District, Dougherty County, Georgia, dated May 28, 1888, by Malcolm Burnside, Registered Land Surveyor, a copy of which is attached and made a part hereof.

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

Item 8c.

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

### STORMWATER FACILITY MAINTENANCE AGREEMENT

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

WITNESSETH, that

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

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

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

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

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

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

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

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

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

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

WITNESS the following signatures and seals pursuant to proper authority.

Signed, sealed and delivered in the presence of:

**DOUGHERTY COUNTY, GEORGIA**

\_\_\_\_\_  
WITNESS

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

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

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

(SEAL)

Signed, sealed and delivered in the presence of:

**PROPERTY OWNER**

*Janeis Will*  
\_\_\_\_\_  
WITNESS

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

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



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

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

Item 8c.

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

PT-61 047-2015-002199

STATE OF GEORGIA  
COUNTY OF DOUGHERTY

**LIMITED WARRANTY DEED**

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

**CALLAWAY LAND COMPANY,**

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

**ROBERT K. TAYLOR**

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

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

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

PAGE TWO - LIMITED WARRANTY DEED

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

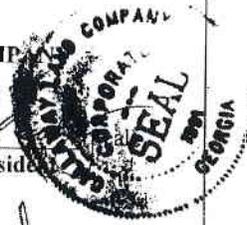
TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining to the only proper use, benefit and behoof of the said GRANTEE, forever in FEE SIMPLE, subject only to the matters set forth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

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

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

"GRANTOR"  
CALLAWAY LAND COMPANY

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



Attest: Brian Serra (Seal)

Signed, sealed and delivered  
in the presence of:

Hewitt A Reed  
Unofficial Witness

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

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



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

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

Item 8c.

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

DECLARATION OF PERPETUAL EASEMENTS

STATE OF GEORGIA,  
COUNTY OF DOUGHERTY

CROSS REFERENCE: DEED BOOK 4263, PAGE 220

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

WITNESSETH:

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

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

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

1900 Weymouth Drive is more particularly described as follows:

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

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

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

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

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

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

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

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

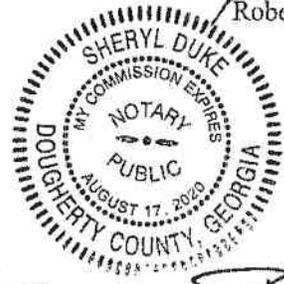
Each of the undersigned represent they have the full power and capacity to make, enter into, and carry out the terms of this agreement.

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

Brenda Jackson  
Witness

Robert K. Taylor  
Robert K. Taylor (Seal)

Sheryl Duke  
Notary Public (Seal)



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

Brenda Jackson  
Witness

Brijesh Patel  
Brijesh Patel (Seal)

Sheryl Duke  
Notary Public (Seal)



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

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

**STORMWATER FACILITY MAINTENANCE AGREEMENT**

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

WITNESSETH, that

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

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

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

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

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

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

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

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

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

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

WITNESS the following signatures and seals pursuant to proper authority.

Signed, sealed and delivered in the presence of:

DOUGHERTY COUNTY, GEORGIA

WITNESS

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

NOTARY PUBLIC

My commission expires: \_\_\_\_\_

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

(SEAL)

Signed, sealed and delivered in the presence of:

BOYA EA, LLC

Company/Corporation/Partnership Name (Seal)

WITNESS

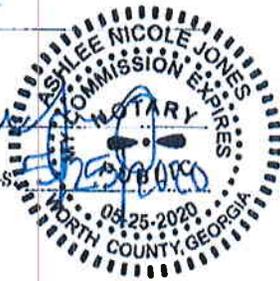
By: J. H. Boyl

NOTARY PUBLIC

My commission expires: \_\_\_\_\_

Attest: Carol R. Boyl

(SEAL)



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

REAL ESTATE TRANSFER  
TAX PAID: \$47.30

PT-61 047-2019-002959

1208.035

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

**LIMITED WARRANTY DEED**

GEORGIA, DOUGHERTY COUNTY.

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

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

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

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

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

Limited Warranty Deed  
Page 2

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

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

FLEMING ROAD PROPERTIES, LLC,  
A GEORGIA LIMITED LIABILITY COMPANY

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

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

Heather Helder  
UNOFFICIAL WITNESS

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

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



Limited Warranty Deed – Continuation of Signatures  
Page 3

FLEMING ROAD PROPERTIES, LLC,  
A GEORGIA LIMITED LIABILITY COMPANY

By: Marc McAfee (SEAL)  
Marc McAfee, Manager

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

[Signature]

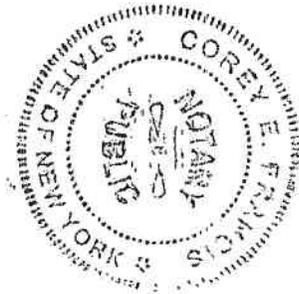
UNOFFICIAL WITNESS

[Signature]

NOTARY PUBLIC

My Commission Expires: 11/13/2021

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



Limited Warranty Deed – Continuation of Signatures  
Page 4

FLEMING ROAD PROPERTIES, LLC,  
A GEORGIA LIMITED LIABILITY COMPANY

By: Chase Harvard (SEAL)  
Chase Harvard, Manager

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

Heather Kelly  
UNOFFICIAL WITNESS

Wanda Bonny  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_



Exhibit "A"

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

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



**A RESOLUTION  
ENTITLED**

**A RESOLUTION TO DECLARE AS SURPLUS A SALVAGED 2017 NISSAN ROGUE (VIN NO. KNMAT2MT4HP596471) AND HAVE SAID SURPLUSSED SALVAGED VEHICLE DISPOSED OF THROUGH UNDERWRITERS SAFETY AND CLAIMS, DOUGHERTY COUNTY’S THIRD PARTY ADMINISTRATOR; REPEALING RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT HEREWITH; AND FOR OTHER PURPOSES.**

**WHEREAS**, Dougherty County, Georgia is desirous of declaring as surplus a 2017 Nissan Rogue (VIN NO. KNMAT2MT4HP596471) and having said vehicle disposed of a surplused salvaged vehicle through Underwriters Safety and Claims, Dougherty County’s Third Party Administrator.

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

**SECTION I** Dougherty County’s salvaged 2017 Nissan Rogue (VIN NO. KNMAT2MT4HP596471) is hereby declared as surplus property and the County Administrator is hereby authorized to both dispose of said vehicle through Underwriters Safety and Claims, Dougherty County’s Third Party Administrator, and to execute Form T-19 permitting U S & C through their salvaged contractor, Insurance Auto Auction, to dispose of said surplus property.

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

This the 15th day of November, 2021.

BOARD OF COMMISSIONERS OF  
DOUGHERTY COUNTY, GEORGIA

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

ATTEST:

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

Requested Surplus and Disposal to Underwriters Safety and Claims

<b>ADDU</b>		
<b>Description</b>	<b>VIN Number</b>	<b>Condition</b>
2017 Nissan Rogue	KNMAT2MT4HP596471	Non-salvageable

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTEST:

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

**EXHIBIT "A"**

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Acknowledgment and Agreement to Be Bound By Memorandum of Understanding

**EXHIBIT 1**

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

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

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

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

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Entity Dougherty County, Georgia

**EXHIBIT “B”**

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Subdivision Distributor Settlement Participation Form

**Subdivision Distributor Settlement Participation Form**

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

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

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

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

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

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

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

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

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

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

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

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

**EXHIBIT “C”**

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Janssen Settlement Participation Form

**Janssen Settlement Participation Form**

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

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

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

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

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

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

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

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

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

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

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

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

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



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

W. SEABORN ASHLEY  
1947-2001

J. RALPH BEAIRD  
1925-2014

GARY B. BLASINGAME  
of counsel

E. DAVISON BURCH  
of counsel

LEANNA B. PITTARD  
of counsel

HENRY G. GARRARD III

ANDREW J. HILL III

THOMAS H. ROGERS JR.

MICHAEL A. MORRIS

JAMES B. MATTHEWS III

RICHARD W. SCHMIDT

EVAN W. JONES

GEORGE W. BROWN III

DAVID A. DISMUKE

MOLLY K. TALLEY

JOSH B. WAGES

ROBERT S. HUESTIS

THOMAS F.  
HOLLINGSWORTH III

ALVIN L. BRIDGES

SARA E. SCHRAMM

LEE S. ATKINSON

MICHAEL RUPPERSBURG

THOMAS J. JEFFORDS

CHARLES W. RUFFIN

HALEY C. ROBISON

ALEXANDRA K. HUGHES

AMY S. BEMENT

W. BLAKE OGDEN

CAROLINE J. HARVEY

TYLER C. MATHIS

P.O. Box 832  
Athens, Georgia 30603  
440 College Avenue, Suite 320  
Athens, GA 30601  
Phone 706.354.4000  
Fax 706.353.0673

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

PLEASE REPLY TO  
ATHENS ADDRESS

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

November 5, 2021

**Via Email**  
Dougherty County, Georgia

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

Dear Client:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Sincerely,

*/s/ Andrew J. Hill III*

Andrew J. Hill III

AKH/AJH/slh  
Enclosures

**A RESOLUTION  
ENTITLED  
A RESOLUTION PROVIDING FOR THE ACCEPTANCE AND EXECUTION OF AN  
INTERGOVERNMENTAL AGREEMENT BETWEEN DOUGHERTY COUNTY, GEORGIA AND THE  
ALBANY DOUGHERTY PAYROLL DEVELOPMENT AUTHORITY AND SOUTHWEST GEORGIA  
REGIONAL COMMISSION TO ADMINISTER A CDBG-CV FOOD BANK PROJECT; REPEALING  
RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT HEREWITH;  
AND FOR OTHER PURPOSES.**

**WHEREAS**, the Board of Commissioners of Dougherty County, Georgia is hereby desirous of approving and executing of an Intergovernmental Agreement between Dougherty County, Georgia and the Albany Dougherty Payroll Development Authority and Southwest Georgia Regional Commission to administer a CDBG-CV Food Bank Project.

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

**SECTION I** The attached Intergovernmental Agreement between Dougherty County and Albany Dougherty Payroll Development Authority and Southwest Georgia Regional Commission to administer a CDBG-CV Food Bank Project is hereby approved and the Chairman of the Board of Commissioners of Dougherty County is hereby authorized to execute same. The County Administrator of Dougherty County is hereby authorized to execute any and all other documents necessary for full implementation of the Project.

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

This the 15th day of November, 2021.

BOARD OF COMMISSIONERS OF  
DOUGHERTY COUNTY, GEORGIA

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

ATTEST:

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

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
DOUGHERTY COUNTY, GEORIGIA  
AND  
ALBANY DOUGHERTY PAYROLL DEVELOPMENT AUTHORITY**

This Intergovernmental Agreement (“Agreement”) is entered into and effective the \_\_\_\_ day of \_\_\_\_\_, 2021, by and between DOUGHERTY COUNTY, GEORGIA, and ALBANY DOUGHERTY PAYROLL DEVELOPMENT AUTHORITY.

WHEREAS, on March 27, 2020, the Relief, and Economic Security Act (“CARES Act”) was signed into law. The CARES Act provided funding to the Department of Housing and Urban Development (“HUD”) to allocate to states through the Community Development Block Grant COVID-19 Pandemic Recovery Program (“CDBG-CV”); and

WHEREAS, HUD allocated funding totaling Eighty-Two Million, Eight Hundred Fifty Thousand, Six Hundred Seven and Zero Dollars (\$82,850,607.00) to the state of Georgia under the CDBG-CV; and

WHEREAS, HUD regulations require all CDBG-CV funding to be utilized to prevent, prepare for, or respond to the coronavirus pandemic; and

WHEREAS, CDBG-CV funding will be utilized for the benefit of persons earning low-and-moderate incomes; and

WHEREAS, the state of Georgia has allocated CDBG-CV funding to the Georgia Department of Community Affairs (“DCA”) to distribute in response to coronavirus pandemic related hardships, including, but not limited to food insecurity, rural access to healthcare, rental assistance, utilities assistance, broadband connectivity, and small business operational cost assistance; and

WHEREAS, DCA allocated \$ 4,000,000.00 to DOUGHERTY COUNTY, GEORGIA to respond to the coronavirus pandemic related hardship caused by food insecurity and lack of access to healthcare facilities in DOUGHERTY COUNTY, GEORGIA; and

WHEREAS, DOUGHERTY COUNTY, GEORGIA desires to enter into an agreement with ALBANY DOUGHERTY PAYROLL DEVELOPMENT AUTHORITY to hold title to the project (the “Project) on behalf of DOUGHERTY COUNTY, GEORGIA and enter into agreement with the Southwest Georgia Regional Commission to administer the project totaling \_\_\_\_\_ with a local community food bank (the “Food Bank”), food pantry, or rural health care facility; and

NOW, THEREFORE, in consideration of mutual promises and agreements set forth below, DOUGHERTY COUNTY, GEORGIA and ALBANY DOUGHERTY PAYROLL DEVELOPMENT AUTHORITY hereby agree as follows:

**I. Duties of DOUGHERTY COUNTY, GEORGIA**

- I. DOUGHERTY COUNTY, GEORGIA agrees to serve as recipient and fiscal agent for CDBG-CV funding from DCA. As a recipient of these funds, DOUGHERTY COUNTY, GEORGIA will:
  - a. Process payments, submitting quarterly performance reports, Providing access to all applicable records for DCA/HUD inspection.
  - b. Meet with DCA, Southwest Georgia Regional Commission and the ALBANY DOUGHERTY PAYROLL DEVELOPMENT AUTHORITY staff to ensure compliance/progress.
  - c. Provide all related documentation required for CDBG-CV grant awards.
  - d. Collaborate with DCA, Southwest Georgia Regional Commission and the ALBANY DOUGHERTY PAYROLL DEVELOPMENT AUTHORITY to ensure compliance with all applicable federal and state requirements.
  - e. Ensure all bidding and contract documents contain necessary language to satisfy all applicable requirements.

**II. Duties of THE ALBANY DOUGHERTY PAYROLL DEVELOPMENT AUTHORITY**

- I. THE ALBANY DOUGHERTY PAYROLL DEVELOPMENT AUTHORITY agrees to serve as a title holder of a CDBG-CV project received by DOUGHERTY COUNTY, GEORGIA from DCA. As a title holder of these funds, THE ALBANY DOUGHERTY PAYROLL DEVELOPMENT AUTHORITY will:
  - a. Enter into agreements with a local community food bank, food pantry, or rural health care facility to provide CDBG-CV funding regarding the operation of the facility for at least 10 years.
  - b. Collaborate with DOUGHERTY COUNTY, GEORGIA to ensure compliance with all applicable federal and state requirements.

- c. Provide access to all applicable records for DCA/HUD inspection.
- d. Assist, as reasonably requested and at no expense to it, the DOUGHERTY COUNTY, GEORGIA recapture award funding in circumstances where a local community food bank, food pantry, or rural health care facility has received funds derived from insurance, Federal Emergency Management Agency or the Small Business Association or any other source, and whether such amounts are a duplication of benefits.
- e. Agree to transfer title of the Project to Food Bank ownership after 5 years of operation for a nominal sum, retaining or obtaining such rights as Dougherty County, Georgia directs to help assure the Food Bank's compliance with all applicable State or Federal laws, rules or regulations.

### III. General Terms & Conditions

1. DOUGHERTY COUNTY, GEORGIA and ALBANY DOUGHERTY PAYROLL DEVELOPMENT AUTHORITY agree to perform their respective services in accordance with the terms and conditions of this Agreement and in compliance with all applicable laws, rules, regulations, and orders of federal, state, and local governments, including order of any court of competent jurisdiction.
2. DOUGHERTY COUNTY, GEORGIA and ALBANY DOUGHERTY PAYROLL DEVELOPMENT AUTHORITY agree to maintain for the duration of this Agreement all licenses, certifications and permits applicable to the services to be performed under this Agreement.
3. DOUGHERTY COUNTY, GEORGIA and ALBANY DOUGHERTY PAYROLL DEVELOPMENT AUTHORITY their employees, agents, subcontractors, and assigns, agree to cooperate fully in the defense of any litigation brought against DOUGHERTY COUNTY, GEORGIA and ALBANY DOUGHERTY PAYROLL DEVELOPMENT AUTHORITY relating to the work to be performed under this Agreement, and each part shall give the other prompt notice of any claim, demand, suit or proceeding.
4. This Agreement shall be effective as of the date first set out above and shall continue in full force and effect until December 31, 2024 unless such period is extended by mutual agreement of the parties in writing, DOUGHERTY COUNTY, GEORGIA and ALBANY DOUGHERTY PAYROLL DEVELOPMENT AUTHORITY shall have the right to terminate this Agreement



**[SIGNATURE PAGE FOLLOWS]**

**IN WITNESS WHEREOF**, the parties have caused the authorized representatives of each to execute this Agreement.

**DOUGHERTY COUNTY BOARD OF COMMISSIONERS**

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

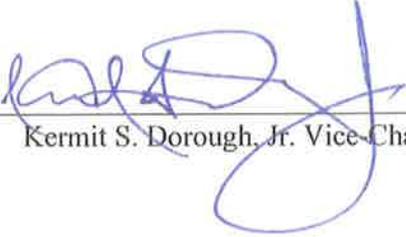
**ATTEST:**

\_\_\_\_\_  
Jawahn Ware, County Clerk (SEAL)

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Spencer Lee, County Attorney

**ALBANY DOUGHERTY PAYROLL  
DEVELOPMENT AUTHORITY**

By:   
Kermit S. Dorough, Jr. Vice Chair

ATTEST:

 (SEAL)  
Assistant Secretary

Georgia Department of Community Affairs CDBG-CV Duplication of Benefits Worksheet

As part of the CARES Act and described in FR-6232A-01 (CDBG-CV Federal Register Notice) HUD must ensure that there are adequate procedures in place to prevent any duplication of benefits as required by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), as amended by section 1210 of the Disaster Recovery Reform Act (DRRA) of 2018. To ensure HUD complies with this requirement, this responsibility is passed on to all CDBG-CV grantees and subgrantees.

Subrecipient	Dougherty County Board of Commissioners	Feeding the Valley Food Bank
Application Title	Feeding the Valley Food Bank Expansion Project	Feeding the Valley Food Bank
Food Bank, Food Pantry, or Rural Health Care Facility:		
Property Address	1706 Ledo Road Albany, Georgia 31707	

Identify all Potentially Duplicative Assistance	Financial Assistance Received for Specified Activity	Amount Verified	Date Verified	DCA CDBG-CV Verification		Notes
				Verified By	Verified By	
A. FEMA						
B. USDA						
C. SBA						
D. Private Insurance						
F. Philanthropic (Identify funding source)	MCKENZIE SCOTT GIFT	1,500,000				
E. Other (Identify funding source)						
Financial Assistance Received Total \$		1,500,000				

The undersigned, on behalf of and as a duly authorized agent and representative of Feeding the Valley Food Bank, certifies and represents that all information contained in and enclosed with the Georgia Department of Community Affairs (DCA), Community Development Block Grant-Disaster Recovery (CDBG-CV) Pre-Construction Duplication of Benefits worksheet is true to the best of his or her knowledge and acknowledges that the Dougherty County Board of Commissioners has relied on such information as requested in the a Pre-Construction Duplication of Benefits worksheet provided by the undersigned, on behalf of and as a duly authorized agent and representative of the beneficiary insert name of Feeding the Valley Food Bank

Sub recipient Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

Feeding the Valley Food Bank Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Name and Title: Frank J. Sipes, President/COO

## **CDBG-CV DUPLICATION OF BENEFIT PROGRAM POLICY**

In accordance with the Coronavirus Aid, Relief, and Economic Security Act (Pub. L. 116–136) (CARES Act), the United States Department of Housing and Urban Development (HUD) allocated Community Development Block Grant coronavirus response (CDBG-CV) funds to the state of Georgia to prevent, prepare for, and respond to coronavirus. Recipients of CDBG-CV funds shall develop procedures to prevent any Duplication of Benefits (DOB) as required by Section 312 of the Stafford Act, as amended by Section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115–254; 42 U.S.C. 5121 et seq.). This policy outlines procedures for the Georgia Department of Community Affairs (DCA), subrecipients that administer CDBG-CV programs local community food banks, food pantries, or rural healthcare facilities throughout the state of Georgia that are deemed eligible recipients of CDBG-CV funds.

DCA uses the Pre-Construction Duplication of Benefits Worksheet to evaluate applications for assistance. Each applicant shall complete and sign the Pre-Construction Duplication of Benefits Worksheet, Post-Construction Verification of Benefits Worksheet, and Subrogation Agreement which document other assistance received or anticipated and includes an agreement to repay any duplicative benefit. To document compliance with DOB requirements, subrecipients shall adopt this policy and work to prevent any potential DOB as directed below:

This policy is applicable to all subrecipients, local community food banks, food pantries, or rural healthcare facilities responsible for the implementation of programs and activities funded under Georgia’s CDBG-CV Program.

CDBG-CV grants are one of multiple federal sources which assist coronavirus response. These sources of federal assistance often can be used for the same purposes by subrecipients and direct beneficiaries. For this reason, the Stafford Act requires HUD, grant award recipients and subrecipients to adhere to the following:

### Subrecipients

- A. Identify Applicant’s Total Need
  - a. Applicants indicate total need in the Pre-Construction Duplication of Benefits Worksheet
  - b. The applicant and its beneficiary shall sign the Pre- Construction Duplication of Benefits Worksheet Certification, and Subrogation Agreement form attesting that the statements are true and accurate.
  - c. Subrecipients shall verify that the local community food bank’s, food pantry’s, or rural healthcare facility’s request is associated with an action

to prevent, prepare for, or respond to coronavirus. Subrecipients shall maintain applicable supporting documentation.

- d. All costs included in total need shall be reasonable and necessary. The applicant shall provide applicable supporting documentation.
  - e. The assessment of total need shall consider in-kind donations of materials or services that are known to subrecipients, local community food banks, food pantries, or rural healthcare facilities at the time that each calculates total need and applies for the award. In-kind donations are non-cash contributions, such as donations of professional services, use of construction equipment, or contributions of building materials. In-kind donations are not “financial assistance” that creates a DOB under the Stafford Act, but they do reduce the amount of CDBG–CV assistance for unmet needs because the donated goods or services reduce activity costs.
  - f. Subrecipients may not use CDBG-CV funds to reimburse costs paid by subsidized loans and the calculation of total need may not include such costs.
- B. Identify Total Assistance Received or Anticipated
- a. Applicants indicate total assistance received or anticipated in the Pre-Construction Duplication of Benefits Worksheet.
  - b. Subrecipients, local community food banks, food pantries, or rural healthcare facilities shall provide applicable supporting documentation for any sources of funding cited in the total assistance received or anticipated calculation.
  - c. Subrecipients shall review and evaluate local community food banks, food pantries, or rural healthcare facilities total assistance received or anticipated. Subrecipients shall request clarification and/or additional supporting documentation to address any inconsistencies or omissions prior to submitting application to DCA.
  - d. Types of Resources Included in Total Assistance
    - i. Total assistance includes resources such as cash awards, insurance proceeds, grants, and loans received or anticipated by each CDBG–CV applicant, including awards under local, state or federal programs, and from private or nonprofit charity organizations. “Anticipated” assistance means assistance likely to be received by acting reasonably to evaluate need and the resources available to meet that need.
    - ii. Subsidized Loans
      - a. Subsidized loans (including forgivable loans) are loans other than private loans. Subsidized loans may also be available from other sources. Subsidized loans are assistance that shall be included in the DOB analysis, unless an exception regarding declined or cancelled subsidized loans applies.

- b. Declined or cancelled subsidized loans are not a duplication and are not included in the DOB analysis.
      - iii. Total assistance does not include personal assets such as money in a checking or savings account (excluding insurance proceeds or disaster assistance deposited into the applicant's account); retirement accounts; credit cards and lines of credit; in-kind donations (although these non-cash contributions known to the subrecipients reduce total need); and private loans.
- C. Exclude Non-Duplicative Assistance
  - a. Recipients of CDBG-CV funds and subrecipients will indicate non-duplicative assistance in the Pre- Construction Duplication of Benefits Worksheet, and Subrogation Agreement form.
  - b. Subrecipients shall review and evaluate local community food banks, food pantries, or rural healthcare facilities provided data regarding non-duplicative assistance. Subrecipients shall request clarification and/or additional supporting documentation to address any inconsistencies or omissions.
  - c. Exclude assistance that is:
    - i. Provided for a different purpose.
    - ii. Provided for the same purpose (eligible activity), but for a different, allowable use (cost).
- D. Identify DOB Amount and Calculate the total CDBG–CV funds to be requested in the application
  - a. After evaluating and verifying applicant-provided data, the Subrecipient shall use the Pre-Construction Duplication of Benefits Worksheet to identify the DOB amount and calculate the total CDBG–CV funds to be requested.
  - b. Steps
    - i. Identify total need
    - ii. Identify total assistance
    - iii. Subtract exclusions from total assistance to determine the amount of the any DOB
    - iv. Subtract the amount of the DOB from the amount of the total need to determine the maximum amount of the CDBG–CV award.
- E. Subrecipients, local community food banks, food pantries, or rural healthcare facilities shall submit a signed Subrogation Agreement with application to DCA for potential CDBG-CV Funding

- a. Include a provision that all additional funds received will be reported to the subrecipients no later than thirty (30) calendar days. If the additional funds are determined to be duplicative, the award will be reduced and/or the local community food banks, food pantries, or rural healthcare facilities will be required to repay, no later than forty-five (45) calendar days, following notification from subrecipients of any disbursed duplicative benefit.
- F. Post- Construction Verification of Benefits
- a. If other resources become available to pay for the costs of an activity, thereby reducing the need for CDBG-CV funding, subrecipients shall reevaluate the total assistance available calculation and adjust the CDBG-CV award accordingly.
  - b. After construction is complete and prior to the close of the Continued Use Period (10 years), applicant shall complete the Post- Construction Verification of Benefits worksheet. Completing and signing this form, certifies that the information is or has been corrected and all funds for this specific activity have been accounted for.
  - c. Provided there has been no DOB and no funds are owed to DCA, the form will be verified and sign by an authorized official from DCA prior to full close out of this award.

## Recordkeeping

- A. Policies and Procedures
- a. CDBG-CV subrecipients shall incorporate this policy into its policies and procedures for implementing CDBG-CV-funded activities.
  - b. To implement DOB policies and procedures, Subrecipients shall use appropriate forms, as developed by DCA, including but not limited to:
    - i. Pre- Construction Duplication of Benefits Worksheet
    - ii. Subrogation Agreement
    - iii. Adoption of this policy
    - iv. Post- Construction Verification of Benefits worksheet
  - c. Subrecipients shall identify a method to monitor compliance with the subrogation agreement during the 10-year continued use period and shall articulate this method in its written policies and procedures.
- B. Applicant Records
- a. Subrecipients shall maintain records for each applicant, including, but not limited to:
    - i. Memorandum of Agreement
    - ii. Pre- Construction Duplication of Benefits Worksheet, and
    - iii. Subrogation Agreement

- iv. Documentation of Total Need
  - a. Documentation to verify that the applicant’s request is associated with an action to prevent, prepare for, or respond to coronavirus.
  - b. Documentation that costs included in total need are reasonable and necessary.
- v. Post-Construction Duplication of Benefits Worksheet that includes:
  - a. Identification of unmet need
  - b. Identification of all sources of assistance provided to applicant
  - c. Identification of those sources that are duplicative (with comments as needed)
  - d. Final award calculation
- vi. Supporting documentation for any sources of funding cited by the applicant as assistance received or anticipated.

**Oversight and Monitoring**

Subrecipients shall monitor compliance with the subrogation agreement for the duration of the continued use period. DCA will monitor subrecipients compliance with DOB requirements as part of the grant closeout process and will provide technical assistance to help rectify any instances of DOB miscalculation.

**IN WITNESS WHEREOF**, the undersigned has affixed his/her signature and seal this day of \_\_\_\_\_.

**Dougherty County Board of Commissioners**  
**Christopher S. Cohilas, Chairman**  
**222 Pine Avenue, Suite 540**  
**Albany, GA 31701**

**Feeding the Valley Food Bank**  
**Alston Lyle, Chairperson**  
**6744 Flat Rock Road**  
**Midland, GA 31820**

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

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

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

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

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

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

Attest: \_\_\_\_\_  
Jawahn Ware, County Clerk  
Dougherty County

Attest: \_\_\_\_\_  
Frank J. Shepard, President & CEO  
Feeding the Valley Food Bank



**PARTIES:** Southwest Georgia Regional Commission – Camilla, Georgia  
Dougherty County Board of Commissioners - Albany, Georgia

**SUBJECT:** Community Development Block Grant – Coronavirus (CDBG-CV) Project  
Proposed Feeding the Valley Food Bank Warehouse Expansion  
1706 Ledo Road, Albany, Georgia 31707

**TERM:** August 2, 2021 through December 31, 2024

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**AGREEMENT**  
**APPLICATION PREPARATION & GENERAL ADMINISTRATIVE SERVICES**

THIS AGREEMENT entered into this \_\_\_\_ day of \_\_\_\_\_, 2021, between the SOUTHWEST GEORGIA REGIONAL COMMISSION (SWGARC), a public agency, hereinafter referred to as the “Commission”, and DOUGHERTY COUNTY, GEORGIA, hereinafter referred to as the “County”.

**WITNESSETH**

WHEREAS, the County desires to engage the Commission to prepare a full grant application in connection with the Georgia Department of Community Affairs (DCA) - Community Development Block Grant-Coronavirus (CDBG-CV) – CARES Act program for the above-referenced project; and,

WHEREAS, the Commission desires to render such services and warrants that it possesses the capabilities to satisfactorily render such services.

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties hereto do agree as follows:

1. **Engagement of the SWGARC:** The County agrees to engage the Commission and the Commission agrees to perform services associated with the preparation of the CDBG-CV application. Contingent upon the award of the grant for said project, the County agrees to hire the Commission for the provision of administrative services of the CDBG-CV award according to the terms set forth in the attached Exhibit A.
2. **Compensation:** The Commission shall perform the preparation of the application at no fee to the County. Should the grant be awarded, the County agrees to pay the Commission **\$120,000.00** for the rendering of administrative services from the grant from the Georgia Department of Community Affairs. The compensation will be based on the actual costs expended by the Commission in providing administrative services and shall not exceed **\$120,000.00**.
3. **Time of Performance:** The Commission will immediately initiate the preparation of the CDBG-CV application for submittal.

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

DOUGHERTY COUNTY, GEORGIA

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

Attest: \_\_\_\_\_  
Jawahn Ware, County Clerk

(Seal)

SOUTHWEST GEORGIA REGIONAL COMMISSION

By: \_\_\_\_\_  
Suzanne Angell, Executive Director

By: \_\_\_\_\_  
Paul Nagy, Council Chairman

Sworn to and subscribed before me  
This \_\_\_\_ day of \_\_\_\_\_, 2021:

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

(Seal)

## EXHIBIT A

### SCOPE OF ADMINISTRATIVE SERVICES

1. **Term:** The effective date of this contract will be the grant award date as determined by the Georgia Department of Community Affairs. Tasks will be undertaken and pursued in such sequence as to assure their expeditious completion. All services required hereunder shall be completed within two years of the grant award date.
2. **Description of Services:** The Commission shall provide such administrative services as are required to effectively carry out the program described by the grant application to the Georgia Department of Community Affairs and as approved by the Georgia Department of Community Affairs in its Statement of CDBG-CV Award to the County. Services of the Commission shall include, but not be limited to, the following administrative services:
  - Technical assistance in the formal acceptance of the CDBG-CV offer of funds, including the preparation of all documents.
  - Technical assistance in the selection of all required consultants such as engineers and architects.
  - Assistance in the development of an appropriate accounting system for the project.
  - Assistance in the development of bidding procedures and documents.
  - Assistance in the development of all required contracts to effectively protect the interests of the County and guarantee timely performance.
  - Assistance in the preparation of filing of all compliance reports with state and federal agencies (environmental, historic, labor, etc.).
  - Assistance in preparing and filing all required progress reports, including project closeout, with the Georgia Department of Community Affairs.
  - Assistance to the County and County Attorney in any legal actions required by the project (condemnations, titles, easements, etc.). It is agreed that the County Attorney will carry out his/her usual and customary role in such legal actions and that the role of the Commission shall be advisory and supportive only, except as the legal services of the Commission support its administrative role under this Agreement.
  - Assistance in carrying out other special purpose administrative services to support the Commission's administrative function.

3. **Compensation:** It is understood that the Commission is a public agency and shall be reimbursed for actual eligible costs only. Subject to payment by the Georgia Department of Community Affairs to the County, the County shall pay to the Commission such reimbursement of actual eligible costs as are billed to the County by the Commission. Such billing to the County, by the Commission, shall be made not more frequently than monthly.

During the period of this Agreement, the total amount of grant reimbursement from the County to the Commission will be in the amount of \$120,000.00 from the total grant award from the Georgia Department of Community Affairs.

Should this project have to be extended beyond the terms of this Agreement, the Commission would continue to provide services as needed until the \$120,000.00 amount approved for the CDBG-CV grant award is drawn down, or, be based on a current hourly rate not to exceed 10 hours per month until the project is completed.

4. **Compliance with Laws and Regulations; Incorporation of Documents and Laws:** The contracts and other documents, and the federal and state laws, regulations, guidelines, opinions, and standards of the Community Development Block Grant as cited in the CDBG-CV Recipient's Manual are hereby incorporated into and made a part of this Agreement by reference. The Commission shall comply with all of the foregoing in undertaking all of the obligations and duties assumed by it under this Agreement.
5. **Maintenance of Records:** (a) The Commission shall maintain such records and accounts as deemed necessary and appropriate by the Commission and the Georgia Department of Community Affairs. (b) At any time during normal business hours, the Southwest Georgia Regional Commission shall make available for inspection such records as are required or appropriate at its office in Camilla, Georgia and at the office of the Dougherty County Board of Commissioners in Albany, Georgia.
6. **Discrimination in Employment or Services:** The Commission agrees that it shall not discriminate against any person in the provision of any services or in any terms or conditions of employment on the basis of political affiliation, race, color, religion, national origin, sex, age, or handicap, and will comply with all applicable federal and state laws, rules, regulations, and guidelines prohibiting discrimination.
7. **Termination:** This Agreement may be terminated by either party upon thirty (30) days prior written notice to the other party. The Commission shall be compensated for all services satisfactorily rendered prior to and including the date of termination.
8. **Termination Due to Non-Availability of Funds:** Notwithstanding any other provision of this Agreement, in the event that funds to be made available to the County do not become available, then this Agreement shall immediately terminate without further obligation to the Commission as of this moment.

9. **Entire Agreement; Modification:** (a) This writing contains the entire Agreement of the parties, and no representatives are made or relied upon by either party other than those expressly set forth. (b) No modification, amendment, waiver, termination, or discharge hereof shall be binding upon either party unless executed in writing by the parties.
10. **Execution in Duplication:** The Agreement is executed in duplicate, and each of the duplicated shall be deemed to be an original and shall have the same force and effect as if it had been executed by the parties.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
FEEDING THE VALLEY FOOD BANK  
AND  
DOUGHERTY COUNTY, GEORGIA**

1. Parties. This memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between FEEDING THE VALLEY FOOD BANK, whose address is 6744 Flat Rock Road Midland, Georgia 31820 and DOUGHERTY COUNTY, GEORGIA, whose address is 222 Pine Avenue, Suite 540, Albany, Georgia 31701.

2. Purpose. The purpose of the MOU is to define the preliminary terms and conditions as reached between the Parties in regards the construction and maintenance of a cold docking area, expanded warehouse located at the Feeding the Valley Food Bank facility located at 6744 Flat Rock Road Midland, Georgia 31820. The proposed expansion will assist the food bank in serving partner agencies serve thousands of food insecure people across the five counties service area of Calhoun, Dougherty, Lee, Randolph, and Terrell Counties. The facility will assist in the prevention, preparation and response to the Covid-19 pandemic needs.

3. Term of MOU. This MOU shall be effective upon the day and date last signed and executed by the duly authorized representatives of the Parties hereto, and shall remain in full force and effect for not longer than December 31, 2024, or until the construction of the proposed facility is complete. This MOU may be terminated without cause, by either Party upon thirty (30) days written notice, which notice shall be delivered by hand or by certified mail to the address of the opposite Party.

4. Responsibilities of Parties.

A. The Feeding the Valley Food Bank shall have the responsibility of planning, designing, and supervising the construction of the facility and shall cooperate with Dougherty County and the Southwest Georgia Regional Commission in applying for a Community Development Block Grant-Coronavirus (CDBG-CV) program which, if awarded, shall be used in the design and construction of the warehouse. The estimated cost of the proposed facility is a maximum of **\$3,715,864.00**. Feeding the Valley Food Bank shall be responsible for all costs associated with matching funds, ongoing operations, utilities, yards maintenance, furnishing, and supervising the construction of the facility. The minimum matching funds of **\$1.5 million** shall be paid by the Feeding the Valley Food Bank, and Dougherty County shall have no responsibility for payment of any costs associated with the facility or

the grant including the costs described in the separate agreement between the Southwest Georgia Regional Commission and Dougherty County which is attached hereto as "Exhibit A". Upon completion, the Feeding the Valley Food Bank, shall manage and maintain the facility. The parties shall enter into a separate construction and maintenance agreement following Dougherty County's receipt of the award of the grant funds referenced herein. In addition, if the grant funds referenced herein are awarded to Dougherty County, Feeding the Valley Food Bank agrees to comply with all terms and conditions of the Georgia Department of Community Affairs' (DCA) Grant Agreement.

B. Dougherty County shall assist in seeking the needed funding of the project by means of applying for a Community Development Block Grant in the amount of **\$3,715,864.00** which if awarded, shall be managed by Dougherty County in accordance with the terms and provisions of an agreement between Dougherty County and the Southwest Georgia Regional Commission, a copy of which is attached as Exhibit "A" hereto. Dougherty County shall serve as the primary grantee and the Feeding the Valley Food Bank shall be the subgrantee. Accordingly, Dougherty County shall serve as a pass-through agency of the grant funds. Dougherty County shall have no monetary obligation for an aspect of this MOU and shall have no liability for funding of the project.

C. If the CDBG is awarded, the Parties will enter into a supplemental agreement which will establish their responsibilities with detail and specificity.

## 5. General Provisions

A. Amendments. Either Party may request changes to this MOU. Any changes, modifications, revisions, or amendments to the MOU which are mutually agreed upon by and between the Parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all Parties to this MOU.

B. Applicable Law. The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of Georgia. The state and federal courts of the State of Georgia shall have jurisdiction over any action arising out of this MOU and over the Parties, and the venue shall be the Superior Court of Dougherty County or U. S. District Court for the Middle Judicial Circuit of Georgia, Albany Division.

C. Entirety of Agreement. This MOU, consisting of six (6) sections, represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

D. Severability. Should any portion of this MOU be judicially determined to illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either Party may renegotiate the terms affected by the severance.

E. Third Party Beneficiary Rights. The Parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the Parties to this MOU, shall inure solely to the benefit of the Parties to this MOU. The provisions of this MOU are intended only to assist the Parties in determining and performing their obligations under this MOU. The Parties to this MOU intend and expressly agree that only Parties signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, seek any remedy arising out of a Party’s performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

6. Signatures. In witness whereof, the Parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

**FEEDING THE VALLEY FOOD BANK**

By: \_\_\_\_\_  
Alston Lyle, Chairperson Date

Attest: \_\_\_\_\_  
President & CEO Date

**DOUGHERTY COUNTY, GEORGIA**

By: \_\_\_\_\_  
Christopher S. Cohilas, Chairman Date

Attest: \_\_\_\_\_  
Jawahn Ware, Clerk Date

**EXHIBIT "A"**

**RESOLUTION  
BY  
DOUGHERTY COUNTY BOARD OF COMMISSIONERS  
Matching Funds**

**WHEREAS**, Dougherty County Board of Commissioners is applying for a FY 2021 Community Development Block Grant-Coronavirus (CDBG-CV) application to the State of Georgia Department of Community Affairs (DCA) and,

**WHEREAS**, Dougherty County Board of Commissioners is aware that approximately \$75,000,000 in Community Development Block Gant-Coronavirus (CDBG-CV) program funding will be available under the CDBG-CV competition with no maximum grant amounts and a required match of 25% of the total project costs,

**WHEREAS**, Dougherty County Board of Commissioners will serve as the grant’s applicant/recipient for the CDBG-CV application to modify the food bank building located at 1706 Ledo Road Albany, Georgia and Feeding the Valley Food Bank will serve as the subrecipient,

**BE IT RESOVLED**, Feeding the Valley Food Bank will be responsible for the cash match commitment in the amount of \$1.5 million. Feeding the Valley Food Bank has allocated these funds for the Albany Ledo Road expansion project as stated in the attached letter.

**BE IT FUTHER THEREFORE RESOLVED**, Dougherty County Board of Commissioners and Feeding the Valley Food Bank will comply with the matching funds requirement of the CDBG-CV grant.

Adopted this 15th day of November 2021.

\_\_\_\_\_  
Christopher S. Cohilas, Chairman  
Dougherty County Board of Commissioners

ATTEST:

\_\_\_\_\_  
Jawahn Ware, County Clerk  
Dougherty County Board of Commissioners



6744 Flat Rock Rd. Midland, GA 31820  
Post Office Box 8904 Columbus, GA 31808  
706-561-4755  
www.feedingthevalley.org

October 6, 2021

To Whom It May Concern:

**Feeding the Valley Food Bank (FTV) understands and is prepared to fund the 25% match portion of the CDBG-CV grant opportunity as provided through the Department of Community Affairs (DCA).**

**FTV was the beneficiary of a large, unrestricted gift in late 2020. From that gift, we have dedicated \$1.5 million to the Albany Ledo Road Expansion Project, which should cover our match component of this grant and any line items of this project for which the grant match does not qualify.**

**This expansion project actually began as we were being notified of the potential DCA grant opportunity. In a meeting that included Mr. Rusty Haygood, DCA Director, Mr. Tommy Lowman, DCA Deputy Director and other parties, it was agreed that the purchase of the building would qualify under this grant. The closing process happened just weeks later with FTV using cash resources to purchase the property, closing the sale on May 27, 2021.**

**That being the case, FTV already has cash invested in this project with the building and land purchase totaling \$2,313,245.**

Sincerely,

**Frank Sheppard  
President & CEO  
Feeding the Valley Food Bank**



*Serving Calhoun, Chattahoochee, Clay, Dougherty, Harney, Lee, Marion, Meriwether, Muscogee, Quitman, Randolph, Sevier, Stewart, Tallapoosa, Towns, Turner, and Webster counties in Georgia and Russell County in Alabama*

**RESOLUTION**  
**BY**  
**DOUGHERTY COUNTY BOARD OF COMMISSIONERS**  
**Continuous of Use Policy, In -Kind Services for Purchase of Furnishings,**  
**Ongoing Operations, and Maintenance Plan**

**WHEREAS**, Dougherty County Board of Commissioners is applying for a FY 2021 Community Development Block Grant-Coronavirus (CDBG-CV) application to the State of Georgia Department of Community Affairs (DCA) and,

**WHEREAS**, Dougherty County Board of Commissioners will serve as the grant's applicant/recipient for the CDBG-CV application to modify the building located at 1706 Ledo Road in Albany, Georgia 31707 and Feeding the Valley Food Bank will serve as the subrecipient. The building will be renovated and used as a food bank for at least ten (10) years as stated in the attached letter.

**WHEREAS**, Dougherty County Board of Commissioners is aware that all CDBG-CV projects that propose to renovate a building for the purpose of serving a limited clientele population must also adhere to DCA's Continued Use Policy for a period of ten (10) years and the ongoing operations and maintenance plan.

**BE IT RESOVLED**, Feeding the Valley Food Bank will be responsible for adherence to the Continuous of Use Policy, In-kind services for Purchase of Furnishings - \$30,000, Ongoing Operations and Maintenance Plan as stated in the attached letters.

**BE IT FURTHER THEREFORE RESOLVED**, Dougherty County Board of Commissioners and Feeding the Valley Food Bank will comply with the continuous of use policy, ongoing operations and maintenance plan for this CDBG-CV grant that will benefit low-to-moderate income residents in Dougherty and surrounding counties served by Feeding the Valley Food Bank.

Adopted this 15<sup>th</sup> day of November 2021.

\_\_\_\_\_  
Christopher S. Cohilas, Chairman  
Dougherty County Board of Commissioners

ATTEST:

\_\_\_\_\_  
Jawahn Ware, County Clerk  
Dougherty County Board of Commissioners



6744 Flat Rock Rd. Midland, GA 31820  
Post Office Box 8904 Columbus, GA 31808  
706-561-4755  
www.feedingthevalley.org

October 6, 2021

To Whom It May Concern:

Feeding the Valley Food Bank (FTV) understands that the CDBG-CV grant opportunity being offered through the Department of Community Affairs (DCA) has a Continuance of Use clause. This requires the property in question at 1706 Ledo Road, Albany, GA 31707 to be used as a food bank for the “foreseeable future”, a period of at least ten years.

FTV has purchased this facility to be the permanent home of FTV-Albany. Its size, at 35,000 square feet plus 5,000 square feet of cold storage space being added adjacent to the warehouse facility is all the capacity needed to fully serve the Albany community and the four counties of Calhoun, Dougherty, Lee and Terrell.

This facility provides food assistance in the form of several programs:

**Agency Distribution** – A network of 90 partner agencies, typically churches and other nonprofit organizations acquire food from FTV to distribute at their facility or in their local neighborhood.

**Mobile Pantry** – Volunteers pack boxes of food commodities to take to ten different sites each month to distribute to families in need who do not have the resources to get to a partner agency. Each family receives 60 pounds of food to include frozen lean meats, fresh produce, boxed/canned goods and dairy items.

**Kids Café** – Our children’s feeding program provides daily meals at sites throughout the area.

**Weekend Backpack Program** – This program, titled “BuddyPack” provides chronically-hungry children with a pack of ten kid-friendly but nutritious items to take home each Friday to have nutritional sustenance over the weekend.

FTV’s Albany site is open the following hours:

Monday through Thursday – 7:00 a.m. to 3:00 p.m.

Friday, Saturday and Sunday – Distributions done in the community or closed.

Sincerely,

Frank Sheppard  
President & CEO  
Feeding the Valley Food Bank



*Serving Calhoun, Chattahoochee, Clay, Dougherty, Harney, Lee, Marion, Meriwether, Muscogee, Quitman, Randolph, Schley, Stewart, Talbot, Terrell, Troup and Webster Counties in Georgia and Russell County in Alabama*



6744 Flat Rock Rd. Midland, GA 31820  
Post Office Box 8904 Columbus, GA 31808  
706-561-4755  
www.feedingthevalley.org

October 18, 2021

Georgia Department of Community Affairs  
Commissioner G. Christopher Nunn  
60 Executive Park South, NE  
Atlanta, Georgia 30329-2231

**RE: FY 2021 – Community Development Block Grant Coronavirus (CDBG-CV) Application  
Dougherty County –Expansion of Feeding the Valley Food Bank  
Ongoing Operations and Maintenance Plan**

Dear Commissioner Nunn:

The Feeding the Valley Food Bank is committed to maintain the expansion of the food bank building located at 1706 Ledo Road Albany, GA 31707 to serve as a centralized source of food distribution programs to better serve families in Calhoun, Dougherty, Lee, Randolph, and Terrell counties. Feeding the Valley Food Bank will provide food assistances to families of low-to moderate income. The annual cost of normal maintenance includes yard work, building cleaning, utilities, furniture & etc. are estimated to be \$125,000.

In addition, the Feeding the Valley will be responsible for providing the land for the new site of the Food Bank Building and the land is valued at \$295,000 (See property record card and deed records) and the purchase of the building totalling \$2.02 million.

Please advise me if you require additional information regarding the above.

Sincerely,

Frank Sheppard,  
President and CEO

Enclosures



*Serving Calhoun, Chattahoochee, Clay, Dougherty, Heard, Lee, Marion, Meriwether, Muscogee, Quitman, Randolph, Spalding, Stewart, Terrell, Twiggs, Group and Webster Counties in Georgia and Russell County in Alabama*



6744 Flat Rock Rd. Midland, GA 31820  
Post Office Box 8904 Columbus, GA 31808  
706-561-4755  
[www.feedingthevalley.org](http://www.feedingthevalley.org)

November 1, 2021

To Whom It May Concern:

Feeding the Valley Food Bank is undergoing an expansion project by acquiring the land and building at 1706 Ledo Road, Albany, Georgia. A budget for this project has been submitted.

As part of this project budget an amount of \$30,000 is included for furniture for the new facility.

Sincerely,

A handwritten signature in black ink, appearing to read "Frank Sheppard", written over a white background.

Frank Sheppard  
President & CEO  
Feeding the Valley Food Bank



*Serving Calhoun, Chattahoochee, Clay, Dougherty, Harris, Lee, Marion, Meriwether, Muscogee, Quitman, Randolph, Schley, Stewart, Talbot, Terrell, Troup and Webster Counties in Georgia and Russell County in Alabama*

# DOUGHERTY COUNTY BOARD OF COMMISSIONERS

## PRE-ARCHITECTURAL REPORT

11/15/2021

Dougherty County  
222 Pine Ave Suite 540  
Albany, GA 31701

### REFRIGERATED WAREHOUSING, INC.

P O Box 488, Jasper, Georgia 30143  
770-894-4012 | 800-873-2008  
Fax: 770-894-4013

Website: [rwizero.com](http://rwizero.com)  
Email: [ajreid@rwizero.com](mailto:ajreid@rwizero.com)

# CONTRACT OF SERVICES

Prepared for:

**DOUGHERTY COUNTY BOARD OF  
COMMISSIONERS**

**Albany GA**

**PRE-ARCHITECTURAL REPORT**

11/15/2021

Submitted by:

**AJ Reid**  
General Manager

**REFRIGERATED WAREHOUSING, INC.**

P O Box 488, Jasper, Georgia 30143  
770-894-4012 | 800-873-2008  
Fax: 770-894-4013

Website: [rwizero.com](http://rwizero.com)  
Email: [ajreid@rwizero.com](mailto:ajreid@rwizero.com)

# PRICING SCHEDULE

**Total Net Price Delivered: \$ 123,749.00**

**Scope:**  
Provide a detailed pre-architectural report for project named "Feeding the Valley" which is a food bank located at 1760 Ledo Rd. in Albany, GA 31707.

**Payment Terms: TBD based on grant award documents.**

**ANY MONIES not paid according to the time specified in the contract would be interest bearing and payable to the contractor computed at the rate of 18% per annum. If collected through an attorney, the owner will pay all costs of collection.**

REFRIGERATED WAREHOUSING, INC. assumes no liability for any special or consequential damages of any kind, and the buyer, by acceptance of equipment will agree to assume all liability for the consequences of its use or misuse by himself, his employees, or others.

**PLEASE NOTE:** Acceptance of this quotation to affect price guarantee offered.

Date: 11/15/2021  
Quote to: Feeding The Valley  
Project: PRE-ARCHITECTURAL REPORT

This quotation is accepted as a contract agreement, in accordance with the attached TERMS AND CONDITIONS OF SALE.

For: Dougherty County Board  
of Commissioners

For: Refrigerated Warehousing, Inc.

  
AJ Reid, General Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



**THANK YOU FOR THE OPPORTUNITY**

Property of Refrigerated Warehousing

STATE OF GEORGIA  
COUNTY OF DOUGHERTY

MEMORANDUM OF AGREEMENT  
BETWEEN  
ALBANY DOUGHERTY  
PAYROLL DEVELOPMENT AUTHORITY  
AND  
FEEDING THE VALLEY, INC.

This Memorandum of Agreement ("MOA") is made and entered into on this \_\_\_\_ day of \_\_\_\_\_ 2021 ("Effective Date"), by and between **Albany Dougherty Payroll Development Authority** ("Local Development Authority") and **Feeding the Valley, Inc.** ("Food Bank, Food Pantry, or Rural Health Care Facility"), collectively referred to as the "Parties".

WHEREAS, on March 27, 2020, the Relief, and Economic Security Act ("CARES Act") was signed into law. The CARES Act provided funding to the Department of Housing and Urban Development ("HUD") to allocate to states through the Community Development, Block Grant COVID-19 Pandemic Recovery ("CDBG-CV") Program; and

WHEREAS, HUD allocated funding totaling Eighty-Two Million, Eight Hundred Fifty Thousand, Six Hundred Seven and Zero Dollars (\$82,850,607.00) to the state of Georgia under the CARES Act; and

WHEREAS, HUD regulations require all CARES Act funding to be utilized to prevent, prepare for, or respond to the coronavirus pandemic; and

WHEREAS, HUD regulations require all CARES Act funding be exclusively utilized for the benefit of persons earning low-and-moderate incomes; and

WHEREAS, the state of Georgia has allocated CARES Act funding to the Georgia Department of Community Affairs ("DCA") to distribute in response to coronavirus pandemic related hardships, including, but not limited to assistance for food insecurity and rural healthcare facilities; and

WHEREAS, DCA awarded up to **\$4 million dollars** to **Dougherty County Board of Commissioners** to respond to the coronavirus pandemic related hardship to undertake capital improvement projects which will assist in the response to enhanced demand brought on by the coronavirus, as well as to help prepare for future coronavirus-related needs within the **Food Bank** service area; and

WHEREAS, Dougherty County Board of Commissioners has entered into an agreement with the **Albany Dougherty Payroll Development Authority** to administer on behalf of **Dougherty County Board of Commissioners** the CARES Act funding totaling up to **\$4 million dollars** and enter into agreements with the **Food Bank** to expand its service capabilities through capital improvements; and

WHEREAS, **the Food Bank** is qualified to undertake such capital improvement projects necessary to provide greater service levels within its service area; and

WHEREAS, the **Albany Dougherty Payroll Development Authority** now seeks to

enter an agreement with **the Food Bank** to provide enhanced services within its service area;

NOW THEREFORE, in consideration of the promises and agreements hereinafter set forth, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

## 1 Purpose

The purpose of this MOA is to execute an engagement agreement between **Albany Dougherty Payroll Development Authority** and **Feeding The Valley, Inc.** to facilitate capital improvement activities to support low-to-moderate income Georgia residents within its service area.

## 2. Albany Dougherty Payroll Development Authority Responsibilities

The Local Development Authority will have the following responsibilities:

- 2.1 Serve as subgrant recipient of funding from DCA.
- 2.2 Support the **Dougherty County Board of Commissioners** to verify appropriate expenditures, submit invoices and reports to appropriate entities.
- 2.3 Provide timely information to appropriate entities pertaining to quarterly performance reports.
- 2.4 Provide access to all applicable records for DCA/HUD inspection.
- 2.5 Meet with DCA staff to ensure compliance/progress, upon request.
- 2.6 Collaborate to ensure compliance with all applicable federal and state requirements.
- 2.7 If **Albany Dougherty Payroll Development Authority** is responsible for the issuance of bid documents, ensure bid documents and contract documents contain necessary language to satisfy all applicable requirements.
- 2.8 If **Albany Dougherty Payroll Development Authority** is responsible for the issuance of bid documents, request and receive approval from DCA before issuing bid documents, selecting qualified bidder, and release of contract documents to ensure compliance with applicable federal/state laws.
- 2.9 Assist, as requested, the **Dougherty County Board of Commissioners** recapture of award funding in circumstances where the Food Bank has received funds derived from insurance, Federal Emergency Management Agency or the Small Business Association or any other source, and whether such amounts are a duplication of benefits.

### 3. The Food Bank Responsibilities

The Food Bank will have the following responsibilities:

- 3.1 Identify eligible capital improvement projects satisfying requirements on potential funding sources from HUD and DCA.
- 3.2 Ensure the project is developed to enhance the Food Bank's ability to prevent, prepare for, or respond to the coronavirus.
- 3.3 Comply with all federal and/or state requirements pertaining to utilization of the grant funds.
- 3.4 Identify appropriate expenditures and provide timely information to the Authority and DCA to satisfy funding requirements.
- 3.5 Provide access to all applicable records for DCA/HUD inspection.
- 3.6 Meet with DCA staff to ensure compliance/progress, upon request.
- 3.7 Collaborate to ensure compliance with all applicable federal and state requirements.
- 3.8 The Food Bank will invoice the Local Development Authority for rehabilitation or construction costs provided in accordance with the Scope of Work.
- 3.9 Operate the facility for which the CDBG-CV funding was used to rehabilitate or construct for a minimum of ten (10) years as a local community food bank from the date of the issuance of a Certificate of Occupancy for the rehabilitated or newly constructed facility.
- 3.10 Complete, sign, and return to the Local Development Authority all documentation required by HUD and DCA in accordance with accepting the CDBG-CV grant award including, but not limited to the Pre-Construction Duplication of Benefits Worksheet, Subrogation Agreement, and Post-Construction Duplication of Benefits Worksheet, and any other required documentation requested by HUD and/or DCA to assess the total financial need of the rehabilitation or construction project.
- 3.11 Remit to the Local Development Authority any funds that are deemed a duplication of benefits as defined by Section 312 of the Stafford Act, as amended by Section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115-254; 42 U.S.C. 5121 et seq.).

### 4. Funding

- 4.1 Source of Funding. The source of funding for this engagement is the Food Bank award made by DCA to the Local Development Authority through the unit of local government from the CDBG-CV funds.

4.2 Funding. The parties acknowledge that institutions of the state of Georgia are prohibited from pledging the credit of the state of Georgia. If the source of payment for the charges payable hereunder no longer exist or are determined to be insufficient, this Agreement shall terminate without further obligation.

## 5. Limitation of Liability

5.1 Intellectual Property Liability. The Local Development Authority shall not be held liable for any allegation that a qualified contractor's performance infringes or violates a third party's rights, including proprietary information and non-disclosure rights, or any intellectual property rights.

5.2 Liability. Neither party shall not be held liable for claims arising solely from the acts, omissions, or negligence of the other party. DCA and the state of Georgia shall not be held liable for claims arising solely from the acts, omissions, or negligence of the parties to this Agreement.

## 6. Term

6.1 Term. The initial term of this MOA shall commence on the Effective Date and shall continue until **December 31, 2024**. The terms and conditions of this MOA shall apply during any renewals of the Term.

## 7. Termination

7.1 This MOA may be terminated:

7.1.1 For convenience of either party upon delivery of thirty (30) days written notice of intent to do so, signed by a duly authorized representative of either party; or

7.1.2 by operation of law.

7.2 Effect of Termination. In the event of termination of this MOA for any reason, the Local Development Authority will remain liable for only those amounts, if any, received by the local Development Authority and incurred up to and including the termination date, subject to appropriations and the payment terms related to this Agreement.

## 8. Default

8.1 Notice of Default. If there is an event of default, the non-defaulting party shall provide written notice thereof requesting that the breach or noncompliance be remedied within the period of time specified in the notice. If the breach or noncompliance is not remedied by such date, the non-defaulting party may immediately terminate this MOA, in whole or in part, without additional written notice.

8.2 Default Repayment. If an event of default is not remedied by the date

provided in the default notification, the Food Bank shall remit the total amount of the CDBG-CV award received from the **Albany Dougherty Payroll Development Authority** no later than forty-five (45) days after the date of the notification letter. Should the **Food Bank** fail to remit the total amount of the CDBG-CV to the **Albany Dougherty Payroll Development Authority** in the timely manner, the **Albany Dougherty Payroll Development Authority** shall have the right, in its sole discretion, to impose all remedies available at law or equity.

## 9. Waiver and Severability

9.1 Waiver and Severability. No failure or delay in exercising or enforcing any right or remedy hereunder by a party shall constitute a waiver of any other right or remedy, or future exercise thereof. If any provision of this MOA is determined to be invalid under any applicable statute or rule of law, it is to that extent deemed to be omitted, and the balance of the MOA shall remain enforceable.

## 10. Governing Law

10.1 Governing Law. This MOA shall be governed by and interpreted in accordance with the laws of the state of Georgia.

## 11. Miscellaneous Provisions

- 11.1 Counterparts. The parties may execute this MOA in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one MOA. The signatures of all the parties need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile is as effective as executing and delivering this MOA in the presence of the other parties to this MOA. No party shall be bound by this MOA until all parties have executed it.
- 11.2 Audits. DCA on behalf of the state of Georgia may audit the performance under any Statement of Work related to this Agreement following reasonable notice to either party. Parties agree to cooperate, and to require Qualified Contractors to cooperate, with such audit and to furnish any and all information reasonable requested by DCA on behalf of the state of Georgia.
- 11.3 Entire Agreement. This MOA, together with the Statements of Work and Purchase Orders incorporated in this MOA from time to time during the Term, constitutes the complete agreement and understanding between the parties with respect to the subject matter and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

**IN WITNESS WHEREOF**, each party, by its respective officers authorized so to do, have executed this MOA as of the Effective Date.

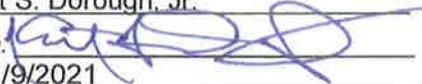
AGREED:

**Albany-Dougherty Payroll Development Authority, Kermit S. Dorough, Jr., Vice Chair  
125 Pine Avenue, Suite 200  
Albany, GA, 31701**

**Feeding The Valley, Inc.  
Alston Lyle, Chairperson  
6744 Flat Rock Road  
Midland, GA 31820**

By: Kermit S. Dorough, Jr.

By: Alston Lyle

Signature: 

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

Date: 11/9/2021

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

Email: bdorough@att.net

Email: \_\_\_\_\_

Attest:   
W. Dyke, Assistant Secretary  
Albany Dougherty Payroll  
Development Authority

Attest: \_\_\_\_\_  
Frank J. Shepard, President & CEO  
Feeding The Valley, Inc

Joint Board of Adjustments & Appeals

Incumbents

Stephen Dew

Ronald Smith

No new applicant

2

Item 9a.



October 21, 2021

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

RE: Ronald Smith  
Joint Board of Adjustments and Appeals

Dear Mrs. Ware:

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

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

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

Sincerely,

  
Paul Forgey

PF/dc

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Item 9a.



October 21, 2021

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

RE: Stephen Dew  
Joint Board of Adjustments and Appeals

Dear Mrs. Ware:

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

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

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

Sincerely,

  
Paul Forgey

PF/dc

94b

Item 9a.

Air Conditioning, Heating & Ventilation Board

Incumbents

Thomas Driggers

Clint Newsome

Clifford Tolbert

No new applicants

6

Item 9a.

7



October 21, 2021

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

RE: Thomas Driggers  
Air Conditioning, Heating & Ventilation Board

Dear Mrs. Ware:

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

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

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

Sincerely,

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

Paul Forgey

PF/dc

8

Item 9a.



October 21, 2021

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

RE: Clint Newsome  
Air Conditioning, Heating & Ventilation Board

Dear Mrs. Ware:

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

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

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

Sincerely,

  
Paul Forgey

PF/dc

10

Item 9a.



October 21, 2021

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

RE: Clifford Tolbert  
Air Conditioning, Heating & Ventilation Board

Dear Mrs. Ware:

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

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

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

Sincerely,

  
Paul Forgey

PF/dc

(12)

Item 9a.

Dougherty County Development Authority

Incumbents

Peter Akinnubi

Charles “Bruce” Capps

Two new applicants

Felicia Brown

Demetrius Love





**Albany-  
Dougherty**  
Economic  
Development  
Commission

October 21, 2021

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

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

Dear Ms. Ware:

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

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

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

Sincerely,

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

Jana W. Dyke  
President/ CEO

JWD/ss

16

Item 9a.



**Albany-  
Dougherty**  
Economic  
Development  
Commission

October 21, 2021

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

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

Dear Ms. Ware:

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

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

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

Sincerely,

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

Jana W. Dyke  
President/ CEO

JWD/ss



# Felicia B. Brown

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

## EXECUTIVE PROFILE

*Procurement ~ Grants Management ~ Accounts Management*

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

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

## PROFESSIONAL SUMMARY

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

**09/2018 – Present**

*Logistical Services/Assistant Director*

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

**Albany State University, Albany, GA**

**02/2016 – 09/2018**

*Purchasing Card/Contract Administrator*

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

Felicia B. Brown  
Page 2

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

06/2015 – 02/2016

*Buyer/ Procurement*

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

OTHER EMPLOYMENT

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

EDUCATION

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

PROFESSIONAL DEVELOPMENT & AFFILIATION

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

21

**DEMETRIUS T. LOVE**

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

Item 9a.



**EXECUTIVE PROFILE**

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

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

**Executive Management & Leadership**

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

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

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

**MillerCoors, Albany, GA 2016 to Present**

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

**Information Technology & System Manager**

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

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

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

**Chief Information Officer (CIO)**

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

**Director of Information Technology**

**2013 to 2014**

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

**Executive Director of Marketing & Communications**

**2011 to 2013**

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

**Director of Technology Support Services**

**2007 to 2011**

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

**EDUCATION**

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

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

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

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

**CERTIFICATIONS**

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

**LICENSES**

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

**CERTIFICATES**

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

**AWARDS/SERVICES**

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

Electrical Board

Incumbent

Sanford Hillsman

No new applicants

24

Item 9a.



October 21, 2021

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

RE: Sanford Hillsman  
Electrical Board

Dear Mrs. Ware:

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

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

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

Sincerely,

  
Paul Forgey

PF/dc



Flood Plain Management Review Board

Incumbent

Tod Lanier

No new applicants

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Item 9a.



October 21, 2021

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

RE: Tod Lanier  
Flood Plain Management Review Board

Dear Mrs. Ware:

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

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

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

Sincerely,

*Paul Forgey*  
Paul Forgey

PF/dc



Gas Board

Incumbents

Sanford Hillsman

Rhett Parker

No new applicants





October 21, 2021

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

RE: Sanford Hillsman  
Gas Board

Dear Mrs. Ware:

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

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

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

Sincerely,

  
Paul Forgey

PF/dc





October 21, 2021

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

RE: Rhett Parker  
Gas Board

Dear Mrs. Ware:

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

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

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

Sincerely,

  
Paul Forgey

PF/dc



Dougherty County Health Board

Incumbents

Commissioner Russell Gray

Wilbert Moore

Two new applicants

Felicia Brown

Dr. Tamara Davis





# Dougherty County Health Department

## Administration

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

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

November 3, 2021

Ms. Bristeria Clark Hope

Deputy County Clerk

222 Pine Avenue Suite 540

Albany, Georgia 31701



Dear Ms. Hope,

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

Sincerely,

*Vamella Lovett*  
Vamella Lovett, County Nurse Manager

Dougherty County Health Department

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

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



**We Protect Lives.**

APR 20 1974  
FBI - NEW YORK

# Felicia B. Brown

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

## EXECUTIVE PROFILE

*Procurement ~ Grants Management ~ Accounts Management*

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

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

## PROFESSIONAL SUMMARY

### Dougherty County School System, Albany, GA

09/2018 – Present

*Logistical Services/Assistant Director*

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

### Albany State University, Albany, GA

02/2016 – 09/2018

*Purchasing Card/Contract Administrator*

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

Felicia B. Brown  
Page 2

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

06/2015 – 02/2016

*Buyer/ Procurement*

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

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OTHER EMPLOYMENT

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

10/2013 – 06/2015

07/2011 – 10/2013

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EDUCATION

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

2019

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

2017

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

2010

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PROFESSIONAL DEVELOPMENT & AFFILIATION

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

07/2020

11/2017

12/2017

07/2021

2014

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**CURRICULUM VITAE**

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

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

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

**EDUCATION**

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

**PROFESSIONAL LICENSURE & CERTIFICATIONS**

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

**ACADEMIC POSITIONS**

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

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

**CLINICAL POSITIONS**

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

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

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

**DOCTORATE OF NURSING PRACTICE PROJECT**

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

**MSN THESES/ FNP PROJECTS:**

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

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

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

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

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

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

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

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

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

#### Completed

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

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

### **PEER-REVIEWED PUBLICATIONS**

#### Published

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

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

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

#### Oral

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

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

**HONORS & AWARDS**

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

**PROFESSIONAL MEMBERSHIPS**

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

**CHAMBERLAIN UNIVERSITY TEACHING ASSIGNMENTS**

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

**ALBANY STATE UNIVERSITY TEACHING ASSIGNMENTS****(MSN/Family Nurse Practitioner Courses)**

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

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

**ALBANY STATE UNIVERSITY TEACHING ASSIGNMENTS**

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

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

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

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

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

- 2016 Strategic Planning Committee: Outreach & Economic Development

**COMMUNITY SERVICE**

Local

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

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



Keep Albany Dougherty Beautiful Board

Incumbent

Robert Metts

One new applicant

Bryant Harden





**KEEP**  
ALBANY-DOUGHERTY  
BEAUTIFUL

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

KEEP AMERICA BEAUTIFUL AFFILIATE

**MEMO**

**TO:** Dougherty County Board of Commissioners  
**FROM:** Judy Bowles, Executive Director  
**DATE:** October 21, 2021  
**RE:** Board Reappointment

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

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

Thank you for your consideration of this request.

JWB/mm





2106 Habersham Road  
 P.O. Box 4868  
 Albany, Georgia 31706  
 KEEP AMERICA BEAUTIFUL AFFILIATE



**MEMO**

**TO:** Dougherty County Board of Commissioners

**FROM:** Judy Bowles, Executive Director

**DATE:** October 20, 2021

**RE:** Board Appointment

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

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

Thank you for your consideration of this request.

JWB/mm

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Item 9a.

ASUS T00  
MOTHERBOARD

Library Board

Incumbents

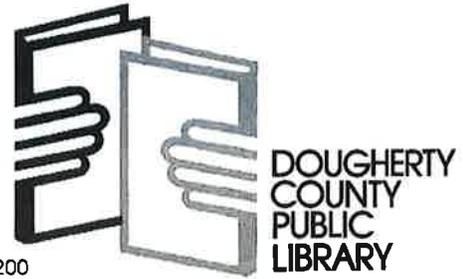
Dr. James Hill

Commissioner Anthony Jones

One new applicant

Felicia Brown





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

October 27, 2021



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

Re: Library Board

Dear Ms. Hope,

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

Thank you,

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

60

10 11 12  
13 14 15

## Felicia B. Brown

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

### EXECUTIVE PROFILE

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

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

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

### PROFESSIONAL SUMMARY

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

**09/2018 – Present**

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

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

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

**02/2016 – 09/2018**

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

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

Felicia B. Brown  
Page 2

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

06/2015 – 02/2016

*Buyer/ Procurement*

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

OTHER EMPLOYMENT

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

EDUCATION

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

PROFESSIONAL DEVELOPMENT & AFFILIATION

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

Department of Behavioral Health & Development  
Disabilities Regional 4

Incumbents

Gail Davenport  
Debra Richardson

No new applicants





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

Item 9a.

**DOUGHERTY COUNTY BOARD OF COMMISSIONERS  
ADMINISTRATION**

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

(a)

Item 9a.

Payroll Development Authority

Incumbents

None

One new applicant

Felicia Brown

*[Faint, illegible text, possibly bleed-through from the reverse side of the page]*

## Felicia B. Brown

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

### EXECUTIVE PROFILE

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

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

- |                          |                        |                                  |
|--------------------------|------------------------|----------------------------------|
| ◆ Budget Development     | ◆ Proposal Development | ◆ Project Planning & Development |
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Item 9a.

Felicia B. Brown  
Page 2

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

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

PROFESSIONAL DEVELOPMENT &amp; AFFILIATION

Certification in State Purchasing (GCPA) Renewed 07/2020

Diploma-Project Management 11/2017

Certification Contract Administration 12/2017

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

Dougherty County Management and Administrative Training 2014

National Society of Leadership and Success

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Planning Board

Incumbents

William Geer  
Sanford Hillsman

One new applicant

Demetrius Love

172

Item 9a.



October 21, 2021

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

RE: William Geer  
Planning Board

Dear Mrs. Ware:

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

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

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

Sincerely,

Paul Forgey

PF/dc

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Item 9a.



October 21, 2021

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

RE: Sanford Hillsman  
Planning Board

Dear Mrs. Ware:

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

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

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

Sincerely,

*Paul Forgey*  
Paul Forgey

PF/dc



# DEMETRIUS T. LOVE

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

Item 9a.



## EXECUTIVE PROFILE

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

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

### Executive Management & Leadership

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

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

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

### MillerCoors, Albany, GA 2016 to Present

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

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

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

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

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

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

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

2013 to 2014

**Director of Information Technology**

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

2011 to 2013

**Executive Director of Marketing & Communications**

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

2007 to 2011

**Director of Technology Support Services**

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

**EDUCATION**

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

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

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

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

**CERTIFICATIONS**

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

**LICENSES**

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

**CERTIFICATES**

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

**AWARDS/SERVICES**

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

Plumbing Board

Incumbents

Lee Eppley

Glenn Tyler Harris

Rhett Parker

No new applicants

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Item 9a.



October 21, 2021

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

RE: Lee Eppley  
Plumbing Board

Dear Mrs. Ware:

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

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

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

Sincerely,

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

Paul Forgey

PF/dc





October 21, 2021

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

RE: Glenn Tyler Harris  
Plumbing Board

Dear Mrs. Ware:

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

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

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

Sincerely,

  
Paul Forgey

PF/dc





October 21, 2021

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

RE: Rhett Parker  
Plumbing Board

Dear Mrs. Ware:

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

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

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

Sincerely,

  
Paul Forgey

PF/dc

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Item 9a.

Retirement Fund Committee

Incumbents

William Cooling

No new applicants

88

Item 9a.



**DOUGHERTY COUNTY BOARD OF COMMISSIONERS  
HUMAN RESOURCES**

Dominique Hall, Director

Thursday, October 21, 2021

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

Re: Retirement Fund Committee

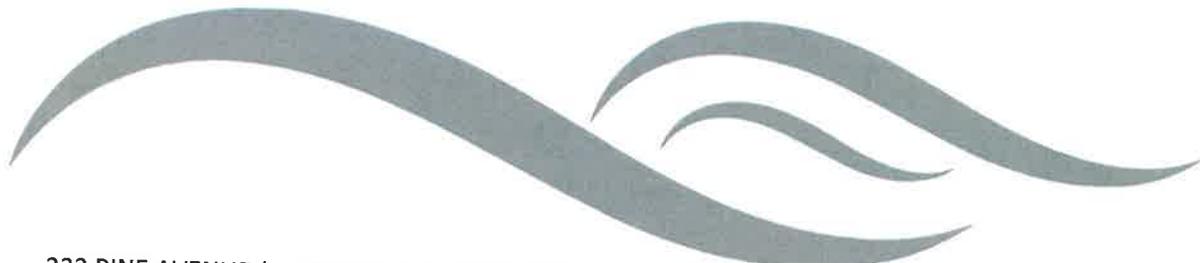
Dear Mrs. Clark Hope:

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

Sincerely,

*Dominique Hall*

Dominique Hall  
HR Director



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Item 9a.

Southwest Georgia Community Action Council

Incumbent

Glenn Tyler Harris

No new applicants

92

Item 9a.

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

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

October 21, 2021

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

Via bclark@dougherty.ga.us

Dear Mr. Cohilas:

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

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

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

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

Sincerely,

Randy Weldon  
CEO

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Item 9a.

Southwest Georgia Housing Task Force

Incumbent

Sonya Johnson

No new applicant

9b

Item 9a.



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

October 21, 2021

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

Greetings:

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

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

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

Sincerely

Patricia Fletcher-Edwards  
Director, SW GA Housing Task Force

**Opening Doors to Homeownership in:**

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

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Item 9a.

Southwest Georgia Regional Commission

Incumbents

Raymond Breaux

Commissioner Anthony Jones

Casawn Lhuillier- Yheyeis

No new applicant

100

Item 9a.



Southwest Georgia  
Regional Commission  
SWGRC.ORG

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

October 21, 2021

RE: Southwest Georgia Regional Commission Council Appointees

Dear Ms. Clark-Hope,

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

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

Sincerely,

Heather White  
Executive Assistant  
Southwest Georgia Regional Commission



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Item 9a.

### The Southwest Georgia Regional Commission Council Attendance Record

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

No appointment  
Excused COVID19

# of Members:  
35

# of Counties:  
12

Counties with 100%:  
Calhoun  
Early  
Mitchell  
Thomasville  
Worth

Quorum=  
8 Counties and  
at least 12 Council  
Members

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

**Guests**  
None

**Staff Present**  
Suzanne Angell  
Barbara Reddick  
Scott Stephenson  
Heather White

X = 100% ATTENDANCE

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

49 Members

\*Items expire December 31st

X=PRESENT E=EXCUSED ABSENCE BLANK=UNEXCUSED ABSENCE

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Item 9a.

Stadium Authority

Incumbent

Chuck Roberts

One new applicant

Dr. Tamara Davis

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Item 9a.

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**DOUGHERTY COUNTY STADIUM AUTHORITY**

P. O. Box 1198

Albany, Georgia 31702

November 4, 2021



Board of County Commissioners  
222 Pine Avenue  
Albany, Georgia 31701

Dear Commissioners:

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

We look forward to hearing from you soon.

Respectfully,

A handwritten signature in cursive script that reads 'Johnny Seabrooks'.

Johnny Seabrooks  
Secretary/Treasurer  
Dougherty County Stadium Authority

JS/ph

2008 NOV  
11 11:11

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## CURRICULUM VITAE

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

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

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

### EDUCATION

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

### PROFESSIONAL LICENSURE & CERTIFICATIONS

Georgia Nursing License: RN NP 155095 Exp. 1/31/2021

American Academy of Nurse Practitioners  
Family Nurse Practitioner #F0314224 Exp. 5/11/2024

Georgia Nursing License: RN 155085 Exp. 1/31/2021

American Heart Association Basic Life Support Instructor: Exp. 5/2019

### ACADEMIC POSITIONS

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

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

### CLINICAL POSITIONS

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

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

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

### DOCTORATE OF NURSING PRACTICE PROJECT

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

### MSN THESES/ FNP PROJECTS:

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

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

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

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

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

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

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



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

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

Completed

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

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

**PEER-REVIEWED PUBLICATIONS**

Published

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

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

**CONFERENCE PRESENTATIONS AND PUBLISHED ABSTRACTS**

Oral

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

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

**HONORS & AWARDS**

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

**PROFESSIONAL MEMBERSHIPS**

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

**CHAMBERLAIN UNIVERSITY TEACHING ASSIGNMENTS**

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

**ALBANY STATE UNIVERSITY TEACHING ASSIGNMENTS**

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

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

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

**ALBANY STATE UNIVERSITY TEACHING ASSIGNMENTS**

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

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

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

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

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

- 2016 Strategic Planning Committee: Outreach & Economic Development

**COMMUNITY SERVICE**

Local

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

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

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Item 9a.

Tax Assessors Board

Incumbents

George Anderson

Wayne Shaw

No new applicants



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

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

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



October 22, 2021

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

**Re: Tax Assessors Board**

Dear Mrs. Hope:

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

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

Sincerely,

Joseph McPherson  
Dougherty County Chief Appraiser



**A RESOLUTION  
ENTITLED**

**A RESOLUTION PROVIDING FOR THE APPOINTMENT OF MEMBERS TO POSTS 4 AND 5 OF THE DOUGHERTY COUNTY BOARD OF TAX ASSESSORS FOR A TERM BEGINNING JANUARY 1, 2022 AND ENDING DECEMBER 31, 2024; REPEALING RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT HEREWITH; AND FOR OTHER PURPOSES.**

**WHEREAS**, terms of office on the Dougherty County Board of Tax Assessors as to Posts 4 and 5 will terminate on December 31, 2021; and

**WHEREAS**, the Board of Commissioners of Dougherty County, Georgia is desirous of making an appointment to Posts 4 and 5 for terms beginning January 1, 2022 and ending December 31, 2024.

**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 Board of Commissioners of Dougherty County, Georgia herein appoints \_\_\_\_\_ to Post 4 of the Dougherty County Board of Tax Assessors for a term beginning January 1, 2022 and ending December 31, 2024.

**SECTION II** The Board of Commissioners of Dougherty County, Georgia herein appoints \_\_\_\_\_ to Post 5 of the Dougherty County Board of Tax Assessors for a term beginning January 1, 2022 and ending December 31, 2024.

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

This the 19th day of November, 2021.

BOARD OF COMMISSIONERS OF  
DOUGHERTY COUNTY, GEORGIA

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

ATTEST:

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

## *2022 County Commission Meeting Schedule*

**Below are the meeting dates for the Dougherty County Commission for Calendar Year 2022.**

All meetings are on Mondays at 10:00 a.m. unless otherwise noted and are held at the Albany-Dougherty Government Center, 222 Pine Avenue, Albany, Georgia in Room 100. The public can also view via the County's Facebook page or Government Access Channel.

**A face covering is required for all meeting participants.**

<b>DATE</b>	<b>MEETING</b>	<b>DATE</b>	<b>MEETING</b>
<b>January 3, 2022</b>	Regular Meeting*	<b>July 4, 2022</b>	Fourth of July <i>No Meeting</i>
<b>January 10, 2022</b>	Work Session	<b>July 11, 2022</b>	Regular Meeting*
<b>January 17, 2022</b>	MLK Holiday <i>No Meeting</i>	<b>July 18, 2022</b>	Regular Meeting
<b>January 24, 2022</b>	Regular Meeting	<b>July 25, 2022</b>	Work Session
<b>January 31, 2022</b>	Work Session	<b>August 1, 2022</b>	Regular Meeting
<b>February 7, 2022</b>	Regular Meeting	<b>August 8, 2022</b>	Work Session
<b>February 14, 2022</b>	Work Session	<b>August 15, 2022</b>	Regular Meeting
<b>February 21, 2022</b>	Regular Meeting	<b>August 22, 2022</b>	<i>No Meeting</i>
<b>February 28, 2022</b>	Work Session	<b>August 29, 2022</b>	Work Session
<b>March 7, 2022</b>	Regular Meeting	<b>September 5, 2022</b>	Labor Day <i>No Meeting</i>
<b>March 14, 2022</b>	Work Session	<b>September 12, 2022</b>	Regular Meeting*
<b>March 21, 2022</b>	Regular Meeting	<b>September 19, 2022</b>	Regular Meeting
<b>March 28, 2022</b>	Work Session	<b>September 26, 2022</b>	Work Session
<b>April 4, 2022</b>	Regular Meeting	<b>October 3, 2022</b>	Regular Meeting
<b>April 11, 2022</b>	Work Session	<b>October 10, 2022</b>	Work Session
<b>April 18, 2022</b>	Regular Meeting	<b>October 17, 2022</b>	Regular Meeting
<b>April 25, 2022</b>	Work Session	<b>October 24, 2022</b>	<i>No Meeting</i>
<b>May 2, 2022</b>	Regular Meeting	<b>October 31, 2022</b>	Work Session
<b>May 9, 2022</b>	Work Session	<b>November 7, 2022</b>	Regular Meeting
<b>May 16, 2022</b>	Regular Meeting	<b>November 14, 2022</b>	Work Session
<b>May 23, 2022</b>	Work Session	<b>November 21, 2022</b>	Regular Meeting
<b>May 30, 2022</b>	Memorial Day <i>No Meeting</i>	<b>November 28, 2022</b>	Work Session
<b>June 6, 2022</b>	Regular Meeting	<b>December 5, 2022</b>	Regular Meeting
<b>June 13, 2022</b>	Work Session	<b>December 12, 2022</b>	Special Called Meeting*
<b>June 20, 2022</b>	Juneteenth Holiday <i>No Meeting</i>	<b>December 19, 2022</b>	<i>No Meeting</i>
<b>June 27, 2022</b>	Regular Meeting*	<b>December 26, 2022</b>	<i>No Meeting</i>

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 X0 promptly to allow the County to make reasonable accommodations for those persons.

\*Denotes a change to the standard meeting schedule where there would have been two meetings scheduled. As November 9, 2021