



REGULAR MEETING

March 20, 2023
10:00 AM

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

AGENDA

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

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

1. Call the meeting to order by Chairman Lorenzo Heard.
2. Roll Call.
3. Invocation.
4. Pledge of Allegiance.
5. Minutes.
 - a. Consider for action the Minutes of the February 20th Regular Meeting and February 27th 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. The Commodore Conyers College and Career (4C) Academy CEO, Chris Hatcher, 4C Robotics Team (The Commodores), and team Coach, Darren Hagler are present to be recognized for their recent accomplishments and accept the Proclamation from the Board of Commissioners commemorating the award.
 - b. Deerfield-Windsor Head of School, Allen Lowe, Girls Varsity Basketball team, Boys Varsity Cross-Country Team, and Coaches are present to be recognized for their recent accomplishments and accept the Proclamation from the Board of Commissioners commemorating the recent championships.

- c. Tommy Gregors, Executive Director, Artesian Alliance, present to provide an annual update to the Board.
 - d. Harriet Hollis, Program Manager, Disaster Recovery and Grants present to provide an update on the Community Development Block Grant- Disaster Recovery (CDBG-DR) Homeowner Rehabilitation Program.
7. Traffic Calming - Public Hearing (***Those wishing to speak on this matter should sign the Sign Up Sheet in the rear of the Chamber before the beginning of the meeting.***)
- a. Petition for Speed Bump Installation for Pine Glen Drive (Pine Glen Subdivision). The estimated cost for six speed bumps is \$33,016 and funding is available in TSPLOST. **Action on this item follows later on the agenda.**
 - b. Petition for Speed Bump Installation for Shelton Drive and Shelton Court (Mitchell Acres Subdivision). The estimated cost for five speed bumps is \$28,080 and funding is available in TSPLOST. **Action on this item follows later on the agenda.**
8. Purchases.
- a. Consider for action the Resolution providing for the acceptance and execution of documents by the County Administrator relative to contracting with CGI Digital (Rochester, NY) to create video promotions for the County. There is no cost to the County. **ACTION:**
 - b. Consider for action the recommendation to purchase a six inch water pump for Public Works from the Sourcewell Contract Vendor Thompson Pump & Manufacturing (Pooler, GA) in the amount of \$47,256. The pump will be used during storm & heavy rain events to remove/divert water to prevent flooding of roadways, holding ponds, drainage ditches, and property. Funding is budgeted in SPLOST VI. **ACTION:**
9. Additional Business.
- a. Consider for action the recommendation to amend the FY23 General Fund Budget for \$65,000 from the Fund Balance. The purpose of the amendment is to fund the County's mandated 15% cost share requirement for two (2) Hazard Mitigation Grant Program (HMGP) Acquisition and Demolition properties. **ACTION:**
 - b. Consider for action the recommendation to pay the County's \$65,000 cost share of 15% for the two (2) HMGP properties for Acquisition and Demolition properties to vendors. **ACTION:**
 - c. Consider for action the Resolution providing for the acceptance and execution of the documents relative to the Teva, Allergan, CVS, Walgreens, Walmart National Opioid Settlements. **ACTION:**
 - d. Consider for action the required Resolution authorizing Georgia Fund I to accept fund collection for SPLOST VIII. **ACTION:**
 - e. Consider for action the recommendation to accept the proposed Dougherty County SPLOST VIII Spending Plan Budget. **ACTION:**

- f. Consider for action the recommendation for Speed Bump Installation for Pine Glen Drive (Pine Glen Subdivision). The estimated cost for six speed bumps is \$33,016 and funding is available in TSPLOST. **ACTION:**
 - g. Consider for action the recommendation for Speed Bump Installation for Shelton Drive and Shelton Court (Mitchell Acres Subdivision). The estimated cost for five speed bumps is \$28,080 and funding is available in TSPLOST. **ACTION:**
 - h. Consider for action the Resolution declaring the listed vehicles as surplus and authorizing the disposal of or sale of same via an online auction. County Administrator Michael McCoy will address. **ACTION:**
 - i. Consider for action the recommendation of the Dougherty Judicial Circuit to allocate \$500,000 of the County's American Rescue Plan Act (ARPA) funding or General Fund funding for courthouse capital improvements. The capital improvements are to update the audio/visual equipment in three (3) courtrooms and the jury assembly room. Superior Court Judges Willie Lockette and Denise Marshall are present to address. County Administrator Michael McCoy and Finance Director Martha Hendley are present. **ACTION:**
 - j. Consider for action the recommendation from Superior Court to apply for a Judicial Council of Georgia Ad Hoc Committee on American Rescue Plan Act (ARPA) Funding in the amount of \$500,000. The funding will be used to update the audio/visual equipment in three (3) courtrooms and the jury assembly room. This is a 100% refundable grant with no local match required. Superior Court Judges Willie Lockette and Denise Marshall are present to address. **ACTION:**
- 10. Updates from the County Administrator.
 - 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

DRAFT

REGULAR MEETING MINUTES

February 20, 2023

The Dougherty County Commission met in Room 100 of the Albany-Dougherty Government Center on February 20, 2023. Chairman Lorenzo Heard presided and called the meeting to order at 10:00 a.m. Present were Commissioners Victor Edwards, Gloria Gaines, Russell Gray, Anthony Jones, Clinton Johnson and Ed Newsome. Also present were County Administrator Michael McCoy, County Clerk Jawahn Ware, and other staff. County Attorney Alex Shalishali participated via teleconference. 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.

After the invocation and Pledge of Allegiance by the Chairman, he called for approval of the minutes for the January 23rd Regular Meeting, January 27th Annual Retreat and January 30th Work Session.

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

The Chairman recognized Sheriff Kevin Sproul to update the Commission with their annual report for the Sheriff's Office and Jail. Jail Employee of the Year Charlotte Brown and Field Operations Employee of the Year Lt. Jason Carter were acknowledged. It was noted that the vacancies had decreased from 52 to 17. Deputy Michael Hefton and K-9 Maverick were introduced to the Board. Statistics were shared and the importance of the "no nonsense" approach to building security at the courthouse was expressed. He discussed the plan to address the mental health population. Suggestions from the Commission were received. The Sheriff said that he will provide an update if misdemeanor inmates will be able to assist Public Works again. Major Ken Faust addressed concerns regarding drones. The County Administrator was directed to speak to Judge Lockette regarding the juror's pay and possible criteria to increase the juror's participation.

The Chairman recognized Director Chuck Mathis to update the Commission with their annual report for the Public Works Department. Mr. Mathis provided a video presentation and shared that Russell Malone was the Public Works Employee of the Year and Benita Dyes was the Administrator of the Year. Mr. McCoy provided an update on the grant funding and clarified that money was allocated to improvements within Dougherty County and not for exclusive use

by the Dougherty County Board of Commissioners. Commissioner Edwards requested that a kiosk be considered to track visitors [at the parks].

The Chairman called for consideration of the resolution providing for the acceptance of the contract for the bid for Facilities Management to replace the flooring at the Dougherty County Police Department from Katz Flooring Covering (Leesburg, GA) in the amount of \$86,500 subject to execution by the County Administrator. Funding is budgeted in SPLOST VII.

Commissioner Jones moved for approval. Commissioner Johnson seconded the motion. Under discussion, Commissioner Johnson asked if the building is historic and Mr. McCoy said that there has been no official designation. There being no further discussion, the motion for approval passed unanimously. Resolution 23-007 is entitled:

A RESOLUTION
ENTITLED
A RESOLUTION PROVIDING FOR THE ACCEPTANCE AND
EXECUTION OF THE CONTRACT TO ACCEPT THE BID FOR
FACILITIES MANAGEMENT TO REPLACE FLOORING AT THE
DOUGHERTY COUNTY POLICE DEPARTMENT FROM THE
LOWEST RESPONSIVE AND RESPONSIBLE VENDOR MEETING
SPECIFICATIONS, KATZ FLOORCOVERING; REPEALING
RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT
HEREWITH;
AND FOR OTHER PURPOSES.

The Chairman called for consideration to purchase three pumper trucks for use by the Albany Fire Department from Ten8 Fire and Safety Equipment of Georgia, LLC (Forsyth, GA) in the amount of \$3,020,103. Ten8 Fire and Safety is the authorized distributor for the Sourcewell Contract vendor Pierce Manufacturing. The pumpers will be the 2026 model and approval is requested because delivery is anticipated approximately 36 months after the order is received. Funding will be budgeted in SPLOST VIII.

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

The Chairman called for consideration to approve the alcohol application from R and S 2023 LLC., Saif Ullah licensee, dba R and S Food Mart, at 700 Cordele Rd for Package- Beer. The Albany-Dougherty Marshal's Office recommended approval.

Commissioner Jones moved for approval. Commissioner Johnson seconded the motion. Under discussion, Commissioner Edwards asked Deputy Chief Donaldson if there are follow-ups done [after approval] and Chief responded that there are annual reviews and any violations are noted. Chief Donaldson added that the Department of Agriculture and Fire Department are notified as well. If there is a complaint, visitation can be done sooner. It was shared that more visitations are typically done because of collaborations with other entities. Attorney Shalishali addressed the question from last week and said that there is no blanket requirement locally or on the state level requiring restrooms available for these businesses [for public use]. However, nothing prevents the County from adding a requirement. Mr. Shalishali also shared that some states have adopted restroom policies. Deputy Chief Donaldson clarified that his area is not responsible for restroom compliance but is handled by the Department of Agriculture. Chairman Heard directed staff to review. There being no further discussion, the motion for approval passed unanimously.

Commissioner Edwards referenced previous cases on an overgrown lot. Mr. McCoy addressed and suggested that this be brought back to the Board and then the discussion be held regarding if code modifications should be done. Commissioner Edwards also asked about code having more “teeth” [enforcement] for tractor trailers. Mr. McCoy said that it will be forwarded to Code Enforcement. Attorney Shalishali confirmed that it is his responsibility as the County Attorney to prosecute. Commissioner Johnson provided an update to the Board on a Governor’s initiative for “Back the Blue” which references a potential pay increase supplement for the Sheriff’s pay and other costs that may be coming. Commissioner Gray shared kudos on the participation for Albany Dougherty Day and Commissioner Jones asked that we keep former President Carter in our prayers.

There being no further business to come before the Commission, the meeting adjourned at 11:53 a.m.

CHAIRMAN

ATTEST:

COUNTY CLERK

DOUGHERTY COUNTY COMMISSION
WORK SESSION MEETING MINUTES

DRAFT

February 27, 2023

The Dougherty County Commission met in Room 100 of the Albany-Dougherty Government Center on February 27, 2023. Chairman Lorenzo Heard presided and called the meeting to order at 10:00 am. Present were Commissioners Victor Edwards, Gloria Gaines, Russell Gray, Clinton Johnson and Anthony Jones. Also present were County Administrator Michael McCoy, County Attorney Alex Shalishali, 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. Commissioner Ed Newsome was absent.

After the roll call, Chairman Heard provided an invocation and asked the Commission to review the minutes of the February 6th Regular Meeting and February 13th Work Session.

The Chairman recognized William Wright, a representative for AFRAM Tech, Inc., to share information on urban inequality and on a study that was conducted. He plans to come back with more information about the Mainstreet Lending Program and will provide additional details to the Chairman and Mr. McCoy. Commissioner Gaines shared that it would be good to explore if the "majority" in our community (which includes minority business owners) are missing an opportunity with the government. Mr. McCoy said that he will add this discussion to a future work session.

The Chairman called for a discussion to accept the bid from the lowest responsive and responsible bidder, BHM Farms, LLC DBA South Georgia Turf Care (Leesburg, Ga) for the Public Works Right of Way Mowing Project in the amount of \$52,797.96. Six bids were received with the highest being \$297,306. Funding is budgeted in the Special Tax District. County Administrator Michael McCoy addressed. Public Works Director Chuck Mathis and City of Albany Buyer Tina Strassenberg were present. Mr. McCoy said that due to staff shortage and an increased workload, it was recommended and budgeted to privatize mowing. This is the first of several being presented. Mr. Mathis addressed questions of the board. Commissioner Gaines wanted HR to look at other barriers that may be preventing employees from applying for these jobs. The Chairman suggested exploring areas where the "majority/minority" businesses could receive information beyond the government and newspapers.

The Chairman called for a discussion to accept the bid from the lowest responsive and responsible bidder, Pro Outdoor (Albany, Ga) for the Public Works Riverfront Park Landscaping and Lawn Maintenance River Park and Resource Center Project in the amount of \$70,081.08. Five bids were received with the highest being \$110,075. Funding is budgeted in ARPA. County Administrator Michael McCoy addressed. Public Works Director Chuck Mathis and City of Albany Buyer Tina Strassenberg were present. Mr. McCoy shared that this is standard practice for Riverfront Park and it has been competitively bid.

Commissioner Johnson shared that the Commission should look at more practical ways to provide this funding beyond ARPA. Mr. McCoy also gave the historical context of how this was a cost-saving measure and how it would return to use of the General Fund. It was added that SPLOST is not for operating expenses. He shared upon a question from Commissioner Edwards that the special tax district is well funded and why the first project was funded by that source. He said that our process was followed regarding the administrative guidelines for operations. If the Board decided to take other action, staff will oblige, but the recommendation made is for the County's best interest. It was shared that the majority of the Board was in favor of adhering to staff recommendations. Commissioner Gaines asked for an administrative/legal opinion on if projects can be divided. Mr. McCoy gave options that the Board had; to include not awarding. Mr. Mathis said that staff is reliant on the awards proceeding so they would not get further behind on mowing. Attorney Shalishali shared concerns that the Board should not be involved in operational decisions. Commissioner Gaines clarified the request and asked the attorney to follow up. She also reconfirmed that the Board could take action to include return bids with specific guidelines or recommendations, but vetting is under operational (Administration) guidelines. A very lengthy discussion ensued with Commissioner Gray stressing that the County should not get into ethical gray areas and allow staff to continue to present options that are in the best interest of the County. The Chairman directed the attorney to review.

The Chairman called for a discussion to accept the bid from the lowest responsive and responsible bidder, Ray the Handyman (Ashburn, Ga) for the Public Works County Parks Mowing Project in the amount of \$116,040. Thirteen bids were received with the highest being \$263,880. Funding is budgeted in ARPA. County Administrator Michael McCoy addressed. Public Works Director Chuck Mathis and City of Albany Buyer Tina Strassenberg were present. Commissioner Edwards said that this contract could have been divided among multiple vendors. He added that this request is not just for black vendors but to involve more small business contractors.

The Chairman called for a discussion to purchase ten pole cameras for Dougherty County Police from Flock Safety (Atlanta, GA) in the amount of \$58,500. The payment amount will be broken down into two annual payments (year #1 \$31,000 and year #2 \$27,500). The pole cameras will be installed in various locations throughout Dougherty County and will assist in criminal investigations by analyzing vehicle license plates, state recognition, and vehicle attributes such as color, type, make, and objects. Funding is budgeted in the Special Services District Fund. County Administrator Michael McCoy and Chief Kenneth Johnson addressed. Mr. McCoy shared that this was a new service that Chief Johnson recommended last year and it will be an aid in enforcement. Chief Johnson shared the statistics of the City of Albany's success and how there has been a crime reduction nationwide. Laura Holland, a representative from Flock, was present and answered questions. Chief Johnson mentioned that this is Phase 1 and potential locations were not disclosed for safety reasons. Commissioner Gray shared personal knowledge of the system.

The Chairman called for a discussion to approve the five-year renewal of the Judicial Alternatives of Georgia, Inc (JAG) Probation Services Agreement with the Superior Court of Dougherty County effective January 1, 2023. County Administrator Michael McCoy

addressed. Mr. McCoy said that this is administrative housekeeping and approval is recommended.

The Chairman called for a discussion to approve the five-year renewal of the Judicial Alternatives of Georgia, Inc (JAG) Probation Services Agreement with the Magistrate Court of Dougherty County effective January 1, 2023. County Administrator Michael McCoy addressed.

The Chairman called for a discussion to revise the Dougherty County Board of Commissioner's COVID Guidelines and discontinue paid leave under FFCRA (Families First Corona Virus Response Act) and ARPA (American Rescue Plan). County Administrator Michael McCoy and Interim HR Director Erica Potts addressed. Mr. McCoy recommended approval and said that our policies have not been updated since 2020. He also shared that we try to make sure our government guidelines align with the CDC guidelines.

The Chairman called for a discussion to accept the required resolutions updating the authorized personnel for the Georgia Fund I accounts and accepting the required resolutions authorizing Georgia Fund I to accept funding for the LGIP account. The new account will receive funding from the Opioid Epidemic Litigation. County Administrator Michael McCoy and Finance Director Martha Hendley addressed. Mr. McCoy said that we were successful in the class action lawsuit and that the account will segregate funds. Loose guidelines on what funds can be utilized will be redistributed to the Board.

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

Dougherty County Development Authority- There is one appointment with a four-year unexpired term ending December 31, 2023. There is one new applicant: Michael Tabarrok.

Commissioner Gray suggested looking at dissolving this Board due to inactivity. He shared that the purpose can be done through other authorities. Commissioner Johnson shared that there are opportunities within this Board that can be a tool for Dougherty County.

The Chairman called for a discussion with the County Administrator to provide an update on the Radium Springs Water Tower and obtain Board direction on the requested action. Mr. McCoy said that if we put this out for bid, we will be doing so without funding sources. The County does not own the tower or property. Suggestions were made for the Board to consider removing this as a safety risk. Mr. McCoy shared that the property can be taken as eminent domain and confirmed that the tower will not be operational. Chris Harvey, President of the Radium Springs Association, spoke in regard to saving the tower for aesthetic purposes. The ask of \$150,000 was for restoration but he asked, at a minimum, for assistance to secure the tower. Mr. McCoy said that the staff recommendation is to remove the structure if it will not be refurbished. Project Manager Jeremy Brown shared structural concerns and actions that the County took. He also said that this is a specialized project and the cost could vary.

Depending on demolition costs, the most likely recommendation will be to tear down the structure and scrap the metals.

Chairman Heard reminded the Board of decorum of addressing the Chair and not individual Commissioners.

There being no further business to discuss the Commission the meeting adjourned at 11:48 a.m.

CHAIRMAN

ATTEST:

COUNTY CLERK

Board Of Commissioners

Dougherty County Georgia



**A PROCLAMATION
BY THE BOARD OF COMMISSIONERS OF DOUGHERTY COUNTY, GEORGIA
COMMEMORATING THE 4C ACADEMY ROBOTICS TEAM**

WHEREAS, the 4C Academy Commodores Robotics Team completed a top-placed finish at the Georgia FIRST Robotics Peachtree District Qualifier in Albany, Georgia on March 3rd and 4th;

WHEREAS, the Commodores competed against 25 teams from all across the state and finished the Proctor & Gamble-sponsored competition undefeated;

WHEREAS, the Commodores finished first place, which allowed them to select two alliance partners, the Techno Titans of Northview High School and Albany's Westover Robotics Team;

WHEREAS, in addition to winning the event, the Commodores also won the Autonomous Award for excellence in Robotics programming,

WHEREAS, the Commodores will continue their remarkable title run at another statewide competition in Macon followed by the District Championships in North Atlanta in early April;


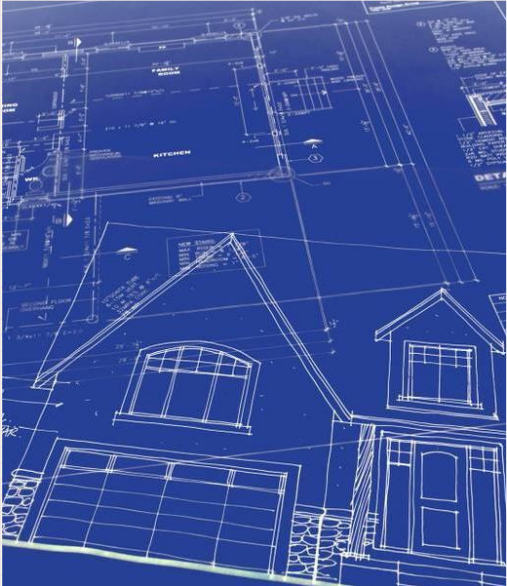
NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of Dougherty County acknowledges the 4C Academy Commodores Robotics team for its historic championship season. As a Board we wish to extend our warmest congratulations to 4C Academy and commend the Commodores for the pride they bring to Dougherty County.

This the 20th day of March, 2023.

BOARD OF COMMISSIONERS OF
DOUGHERTY COUNTY, GEORGIA

BY: _____
LORENZO L. HEARD, Chairman
Dougherty County Commission





Dougherty County **Disaster Recovery and Grants Department- HRRP**

HARRIET HOLLIS,
PROGRAM MANAGER

1



Homeowners Reconstruction and Rehabilitation Program(HRRP)

- HRRP Applications were accepted from January through July 7, 2021.



Presentation title

2



CDBG-Homeowner Rehabilitation and Reconstruction Program

Dougherty County's Total budget for home repairs - \$1,860,000, this is inclusive of the \$650,000 we currently have in the budget, this will include (Demolition, Site Work, Relocation).



3



DCA-CAP



DCA has added approximately 30% to the repairs/reconstructions costs as a buffer to the Estimated Cost of Repair (ECR) amounts to anticipate the increased construction costs. For some homes where the ECR indicates it exceeds the CAP amount for rehabs, DCA added the anticipated cost of reconstruction.

4



Program Status

We have 8 qualified Contractors. Several of which are minorities and locals. We are at the point of batching homes and presenting Notice of Intent to Award Projects to various Contractors.



5

The Dougherty County CDBG-DR Team consists of..

Harriet Hollis
Program Manager
hhollis@dougherty.ga.us
229-302-3457

&

Joy Carpenter
Grants Assistant
Jocarpenter@dougherty.ga.us
229-302-3453



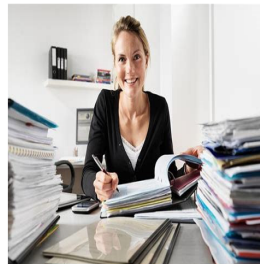
6

Summary

We are hoping to begin hosting signing events where the Contractors and Homeowners meet and address concerns/questions and sign their Agreement. Upon completion of the first signing events and Contractor assignment, we will begin construction.



7



Questions / Answers

DISASTER RECOVERY & GRANTS DEPT. 229-302-3450



8

Appendix B - Petition Cover Letter

Date: 05-16-22

Dougherty County Public Works
Engineering Division
2108 Habersham Road
Albany, Georgia 31701-3905

Attn: Engineering Manager

Petition for 6 SPEED TABLES

Location PINE GLEN DRIVE

WE THE UNDERSIGNED, ALL BEING PROPERTY OWNERS IN PINE GLEN NEIGHBORHOOD, ON PINE GLEN DRIVE STREET, DO HERBY PETITION THROUGH OUR COMMUNITY FOR INSTALLATION OF 6 SPEED TABLES AND AGREE TO PAY \$ TO DOUGHERTY COUNTY PRIOR TO INSTALLATION OF ANY TRAFFIC CALMING MEASURES AS OUTLINED IN THE FUNDING SECTION OF THE TRAFFIC CALMING PROGRAM.

THERE ARE 39 NUMBER OF LOTS CURRENTLY EXISTING IN "THE PINE GLEN DRIVE SERVICE AREA" AND EACH OWNER AS SHOWN ON THE TAX RECORDS HAVE AFFIRMATIVELY SIGNED THIS PETITION OR THEIR INDICATION FOR DISAPPROVAL IS NOTED HEREIN.

THIS PETITION REPRESENTS 64% OF THE PROPERTY OWNERS OF THIS SUBDIVISION TO BE IMPACTED JOINING IN THIS REQUEST.

Special Note

Your signature on this petition indicates that you have read and fully understand all information concerning the traffic-calming program.

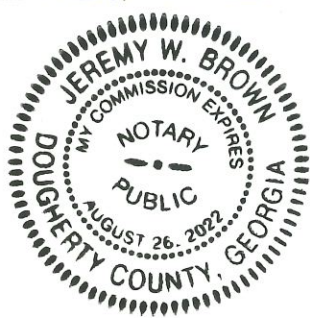
Personally appeared before me a Notary Public, the undersigned affiant, who says an oath that _____ is one of the subscribing witnesses to the within instrument; that each of said witnesses saw the execution and delivery of the same by each grantor therein for the purpose set forth; and that each of said witnesses signed the same as purported.

Sworn and Subscribed before me.

This 24 day of JUNE, 2022.

[Signature of Jeremy W. Brown]

Notary Public
State of Georgia



[Signature of Sean Thunze]

Homeowners' Assn. or Neighborhood Rep.

[Signature of Robert Moore]

Subscribing Witness

[Signature of Mary Moore]

COMBINED

Report for 11/1/2019 4:28:37 PM to 11/8/2019 4:44:52 PM

SPEED STATISTICS - 15 to 70+ by 5 MPH

Speed in MPH	1 - 15	16 - 20	21 - 25	26 - 30	31 - 35	36 - 40	41 - 45	46 - 50	51 - 55	56 - 60	61 - 65	66 - 70	71 - 75	76 - 999
Count	100	101	237	526	698	530	254	118	56	17	0	1	0	0
Percent	3.8	3.8	9.0	19.9	26.5	20.1	9.6	4.5	2.1	0.6	0.0	0.0	0.0	0.0
Over Speed	15	20	25	30	35	40	45	50	55	60	65	70	75	999
Count	2538	2437	2200	1674	976	446	192	74	18	1	1	0	0	0
Percent	96.2	92.4	83.4	63.5	37.0	16.9	7.3	2.8	0.7	0.0	0.0	0.0	0.0	0.0
Percentile	5%	10%	15%	45%	50%	55%	85%	90%	95%					
Speed	17	23	25	32	33	34	41	43	47					

Average 33
(Mean)

Pace Speed 28-37
Number in 1324
Pace
Percent in 50.2
Pace

Pine Glen Speed Calming - Construction Cost Estimate (8/2022)**Option "A"**Heavy-Duty Rubber Speed Hump (Removable)

Item	Description	Qty	Unit	Unit Price	Extension
1	37' Speed Hump (Materials)	1	EA	\$2,616.00	\$2,616.00
2	24' Speed Hump (Materials)	5	EA	\$1,662.00	\$8,310.00
3	Speed Hump Signs	12	EA	\$160.00	\$1,920.00
4	Shipping Estimate	1	LS	\$970.00	\$970.00
5	Contractor Installation	6	EA	\$3,200.00	\$19,200.00

TOTAL COST ESTIMATE \$33,016.00**Option "B"**Concrete Speed Table (Permanent)

Item	Description	Qty	Unit	Unit Price	Extension
1	37' Conc. Speed Table	1	EA	\$10,878.00	\$10,878.00
2	24' Conc. Speed Table	5	EA	\$7,056.00	\$35,280.00
3	Speed Table Signs	12	EA	\$160.00	\$1,920.00

TOTAL COST ESTIMATE \$48,078.00

EOP to EOP measurement = 37' & 24'



Appendix B - Petition Cover Letter

Date: 12/2/22

Dougherty County Public Works
Engineering Division
2108 Habersham Road
Albany, Georgia 31701-3905

Attn: Engineering Manager

Petition for 5 Speed Bumps

Location Shelton Drive and Shelton Circle

WE THE UNDERSIGNED, ALL BEING PROPERTY OWNERS IN Mitchell Acres
NEIGHBORHOOD, ON Shelton Drive & Shelton Court STREET, DO
HERBY PETITION THROUGH OUR COMMUNITY FOR INSTALLATION OF
5 Speed Bumps AND AGREE TO PAY \$0 TO
DOUGHERTY COUNTY PRIOR TO INSTALLATION OF ANY TRAFFIC CALMING
MEASURES AS OUTLINED IN THE FUNDING SECTION OF THE TRAFFIC CALMING
PROGRAM.

THERE ARE 45 NUMBER OF LOTS CURRENTLY EXISTING IN
" Mitchell Acres S/D " AND EACH OWNER AS SHOWN
ON THE TAX RECORDS HAVE AFFIRMATIVELY SIGNED THIS PETITION OR
THEIR INDICATION FOR DISAPPROVAL IS NOTED HEREIN.

THIS PETITION REPRESENTS 80 % OF THE PROPERTY OWNERS OF THIS
SUBDIVISION TO BE IMPACTED JOINING IN THIS REQUEST.

Special Note

Your signature on this petition indicates that you have read and fully understand all information concerning the
traffic-calming program.

Personally appeared before me a Notary Public, the undersigned affiant, who says an oath that
ISIAH PRICE is one of the subscribing witnesses to the within instrument; that each of said
witnesses saw the execution and delivery of the same by each grantor therein for the purpose set forth; and that
each of said witnesses signed the same as purported.

Sworn and Subscribed before me.

This 2nd day of DEC, 2022.

[Signature]
Notary Public
State of Georgia

[Signature]
Homeowners' Assn. or Neighborhood Rep.
[Signature]
Subscribing Witness

City of Albany
Engineering Department
Traffic Division

800 Block Shelton Drive
Direction 1: Eastbound
Direction 2: Westbound

Date Start: 22-Jun-22
Date End: 28-Jun-22

Direction 1		15	16	21	26	31	36	41	46	51	56	61	66	71	76	Total	Pace	Number	
Start	Time	20	25	30	35	40	45	50	55	60	65	70	75	80	85		Speed	in	
06/28/22	01:00	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	34-43	1	
	02:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		0	
	03:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	19-28	1	
	04:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		0	
	05:00	0	0	2	1	0	0	0	0	0	0	0	0	0	0	3	19-28	3	
	06:00	0	0	2	1	0	0	0	0	0	0	0	0	0	0	4	19-28	3	
	07:00	2	0	2	4	6	1	0	0	0	0	0	0	0	0	17	30-39	8	
	08:00	1	2	0	3	2	1	0	0	0	0	0	0	0	0	10	26-35	4	
	09:00	0	0	1	1	1	0	0	0	0	0	0	0	0	0	3	19-28	2	
	10:00	0	2	2	1	1	0	0	0	0	0	0	0	0	0	6	16-25	4	
	11:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		0	
	12 PM	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*		*	
	13:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*		*	
	14:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*		*	
	15:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*		*	
	16:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*		*	
	17:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*		*	
	18:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*		*	
	19:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*		*	
	20:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*		*	
	21:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*		*	
	22:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*		*	
	23:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*		*	
Total		3	4	9	12	3	10	4	0	0	0	0	0	0	0	45			
Percent		6.7%	8.9%	20.0%	26.7%	6.7%	22.2%	8.9%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%				
AM Peak		07:00	08:00	05:00	07:00	07:00	07:00	01:00								07:00			
Vol.		2	2	2	4	2	6	1								17			
PM Peak																			
Vol.																			
Total		86	49	89	196	179	121	47	7	2	0	0	1	0	0	777			
Percent		11.1%	6.3%	11.5%	25.2%	23.0%	15.6%	6.0%	0.9%	0.3%	0.0%	0.1%	0.0%	0.0%	0.0%				
				15th Percentile :		18 MPH													
				50th Percentile :		29 MPH													
				85th Percentile :		37 MPH													
				95th Percentile :		41 MPH													
Stats		10 MPH Pace Speed :		26-35 MPH															
		Number in Pace :		375															
		Percent in Pace :		48.3%															
		Number of Vehicles > 55 MPH :		1															
		Percent of Vehicles > 55 MPH :		0.1%															
		Mean Speed(Average) :		28 MPH															

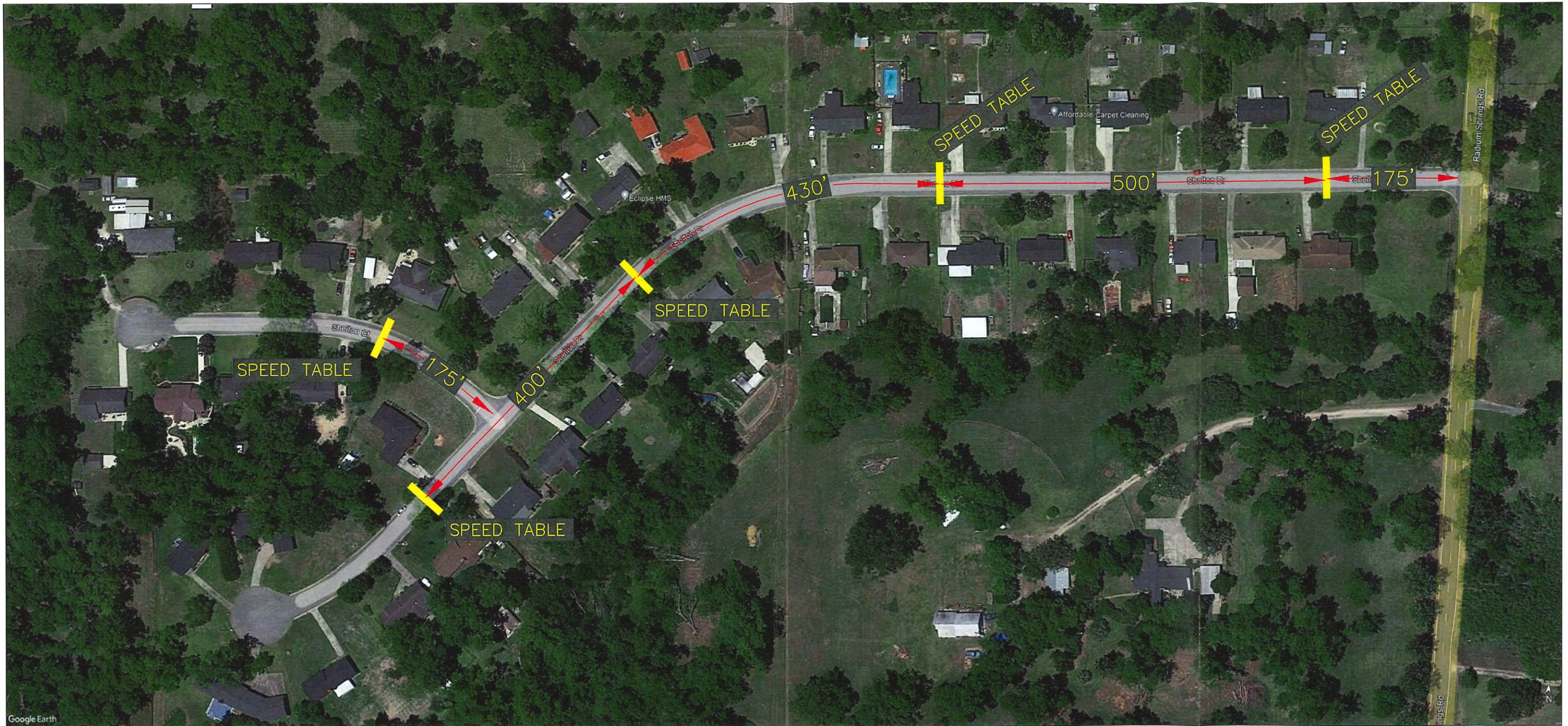
Shelton Drive/Court - Construction Cost Estimate (8/2022)**Option "A"**Heavy-Duty Rubber Speed Hump (Removable)

Item	Description	Qty	Unit	Unit Price	Extension
1	27' Speed Hump (Materials)	5	EA	\$1,902.00	\$9,510.00
2	Speed Hump Signs	10	EA	\$160.00	\$1,600.00
3	Shipping Estimate	1	LS	\$970.00	\$970.00
4	Contractor Installation	5	EA	\$3,200.00	\$16,000.00
TOTAL COST ESTIMATE					\$28,080.00

Option "B"Concrete Speed Table (Permanent)

Item	Description	Qty	Unit	Unit Price	Extension
1	27' Conc. Speed Table	5	EA	\$9,408.00	\$47,040.00
2	Speed Table Signs	10	EA	\$160.00	\$1,600.00
TOTAL COST ESTIMATE					\$48,640.00

EOP to EOP measurement = 27'



SHELTON TRAFFIC CALMING

**A RESOLUTION
ENTITLED
A RESOLUTION TO APPROVE ACCEPTANCE AND EXECUTION OF AGREEMENT
WITH CGI DIGITAL TO CREATE VIDEO PROMOTIONS FOR DOUGHERTY
COUNTY; REPEALING RESOLUTIONS OR PARTS OF RESOLUTIONS IN
CONFLICT HEREWITH;
AND FOR OTHER PURPOSES.**

WHEREAS, the Board of Commissioners of Dougherty County, Georgia considered the proposal by CGI Digital and presentation by its Executive of Government Relations & Strategic Partnerships to create video promotions for Dougherty County at no cost to the County;

WHEREAS, the Dougherty County Administrator and Public Information Officer recommend the approval of an agreement with CGI Digital to create video promotions for Dougherty County;

WHEREAS, the Board of Commissioners of Dougherty County, Georgia is hereby desirous of approving an agreement with CGI Digital to create video promotions for Dougherty County;

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

SECTION I The County Administrator is hereby authorized to execute any and all documents necessary for acceptance and execution of the agreement with CGI Digital to create video promotions for Dougherty County.

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

This the 20th day of March, 2023.

BOARD OF COMMISSIONERS OF
DOUGHERTY COUNTY, GEORGIA

BY: _____
Lorenzo L. Heard, Chairman

ATTEST:

County Clerk



**DOUGHERTY COUNTY BOARD OF COMMISSIONERS
ADMINISTRATION**

Agenda Item

Date: March 1, 2023
Meeting Date: March 13, 2023 Work Session
Subject/Title: Six Inch Drainage Water Pump Purchase
Presented for: Decision
Presenter: Michael McCoy

Statement of Issue

The Public Works Department is requesting the approval to purchase a six (6) inch drainage water pump.

History/Facts and Issues

The Dougherty County Public Works Department is requesting the approval to purchase a six (6) inch drainage water pump from Thompson Pump & Manufacturing (Pooler, GA) under Sourcewell Contract Number 101221-TPM for \$47,256. This pump will be used during storm & heavy rain events to remove/divert water to prevent flooding of roadways, holding ponds, drainage ditches, and property.

Recommended Action

Recommend Dougherty County Commission approve the purchase of a Six (6) Inch Drainage Water Pump.

Funding Source

SP VI Storm Drainage Equipment - 425021031



**A RESOLUTION
ENTITLED
A RESOLUTION AGREEING TO PARTICIPATE IN THE NATIONAL TEVA,
ALLERGAN, CVS, WALGREENS, AND WALMART SETTLEMENTS AND
AGREEING TO BE BOUND BY AN ANTICIPATED MEMORANDUM OF
UNDERSTANDING BETWEEN THE STATE OF GEORGIA AND GEORGIA
SUBDIVISIONS REGARDING THE NATIONAL TEVA, ALLERGAN, CVS,
WALGREENS, AND WALMART SETTLEMENTS; REPEALING RESOLUTIONS OR
PARTS OF RESOLUTIONS IN CONFLICT HERewith;
AND FOR OTHER PURPOSES.**

WHEREAS, Dougherty County, Georgia 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, Defendants Teva, Allergan, CVS, Walgreens, and Walmart have reached national settlement frameworks (collectively referred to as the “New Opioid Settlements”) with certain states, including the State of Georgia, and certain subdivisions, and Georgia subdivisions now have the option to join;

WHEREAS, the State of Georgia and certain Georgia subdivisions anticipate reaching a Memorandum of Understanding regarding the New Opioid Settlements, the purpose of which is to maximize funds available under the New Opioid Settlements and control how funds from the New Opioid Settlements are allocated between the State of Georgia and Georgia subdivisions, and the form of which is expected to be identical in all material respects to the “State of Georgia and Local Governments: Memorandum of Understanding Concerning National Distributor and Johnson & Johnson Opioid Settlements” previously agreed to by the County; and

WHEREAS, the Dougherty County, Georgia desires to participate in the New Opioid Settlements and intends to agree to be bound by the anticipated Memorandum of Understanding with the State of Georgia regarding the New Opioid Settlements;

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 Dougherty County, Georgia Board of Commissioners, as the governing body of the Dougherty County, Georgia hereby agrees to participate in the New Opioid Settlements.

SECTION II The Dougherty County, Georgia Board of Commissioners, as the governing body of the Dougherty County, Georgia, hereby agrees to be bound by the anticipated Memorandum of Understanding with the State of Georgia regarding the New Opioid Settlements.

SECTION III The Dougherty County, Georgia Board of Commissioners hereby appoints County Administrator Michael McCoy as the duly-appointed representative of the Dougherty County, Georgia for the purposes of participating in the New Opioid Settlements and agreeing to

be bound by the anticipated Memorandum of Understanding with the State of Georgia regarding the New Opioid Settlements.

SECTION IV Once a Memorandum of Understanding with the State of Georgia has been reached regarding the New Opioid Settlements, the Dougherty County, Georgia Board of Commissioners directs the duly-appointed representative of the Dougherty County, Georgia to execute any document necessary to demonstrate the Dougherty County, Georgia’s agreement to be bound by the Memorandum of Understanding.

SECTION V Once a Memorandum of Understanding with the State of Georgia has been reached regarding the New Opioid Settlements, the Dougherty County, Georgia Board of Commissioners directs the duly-appointed representative of the County to execute the requisite Participation Forms for the New Opioid Settlements, which can be executed via DocuSign (the preferred method). For illustrative purposes, blank versions of the Participation Forms for the New Opioid Settlements are attached hereto as **Exhibit 1**.

SECTION VI 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 VII This Resolution shall be in full force and effect from and after its adoption as provided by law.

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

This the 20th day of March, 2023.

BOARD OF COMMISSIONERS OF
DOUGHERTY COUNTY, GEORGIA

BY: _____
Lorenzo L. Heard, Chairman

ATTEST:

County Clerk

EXHIBIT 1

Participation Forms for the New Opioid Settlements

EXHIBIT K
Subdivision and Special District Settlement Participation Form

Will your subdivision or special district be signing the settlement participation forms for the Allergan and Teva Settlements at this time?

Yes No

Governmental Entity:	State:
Authorized Signatory:	
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 Agreement dated November 22, 2022 (“*Allergan Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Allergan Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Allergan 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 Allergan Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Allergan Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within fourteen (14) days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the MDL Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopiodsettlement.com>.
4. The Governmental Entity agrees to the terms of the Allergan Settlement pertaining to Subdivisions and Special Districts as defined therein.
5. By agreeing to the terms of the Allergan 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.
6. The Governmental Entity agrees to use any monies it receives through the Allergan Settlement solely for the purposes provided therein.

7. 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 Allergan Settlement.
8. The Governmental Entity has the right to enforce the Allergan Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Allergan Settlement, including, but not limited to, all provisions of **Section V (Release)**, and along with all departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity whether 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 in bringing, 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 Allergan Settlement are intended 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 Allergan Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Allergan Settlement.
11. In connection with the releases provided for in the Allergan 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 Allergan Settlement.
12. Nothing herein is intended to modify in any way the terms of the Allergan Settlement, to which the Governmental Entity hereby agrees. To the extent this Settlement Participation Form is interpreted differently from the Allergan Settlement in any respect, the Allergan Settlement controls.

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

Signature: _____

Name: _____

Title: _____

Date: _____

Exhibit K
Subdivision and Special District Settlement Participation Form

Governmental Entity:	State:
Authorized Signatory:	
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 Agreement dated November 22, 2022 (“*Teva Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Teva Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Teva 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 Teva Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Teva Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
4. The Governmental Entity agrees to the terms of the Teva Settlement pertaining to Subdivisions as defined therein.
5. By agreeing to the terms of the Teva 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.
6. The Governmental Entity agrees to use any monies it receives through the Teva Settlement solely for the purposes provided therein.
7. 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 Teva Settlement.

8. The Governmental Entity has the right to enforce the Teva Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Teva Settlement, including but not limited to all provisions of Section V (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 Teva Settlement are intended by Released Entities and the Governmental Entity 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 Teva Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Teva Settlement.
11. In connection with the releases provided for in the Teva 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 Teva Settlement.

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

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

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT K**Subdivision Participation and Release Form**

Will your subdivision or special district be signing the settlement participation form for the CVS Settlement at this time?

Yes No

Governmental Entity:	State:
Authorized Signatory:	
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 December 9, 2022 (“*CVS Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the CVS Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the CVS Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the CVS Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the CVS Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the CVS 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 CVS 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 CVS 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 CVS Settlement.
7. The Governmental Entity has the right to enforce the CVS Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the CVS Settlement, including without limitation all provisions of Section XI (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 CVS 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 CVS 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 CVS Settlement.
10. In connection with the releases provided for in the CVS 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 CVS Settlement.

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

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

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT K**Subdivision Participation and Release Form**

Will your subdivision or special district be signing the settlement participation form for the Walgreens Settlement at this time?

Yes No

Governmental Entity:	State:
Authorized Signatory:	
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 December 9, 2022 (“*Walgreens Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Walgreens Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walgreens Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Walgreens Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the Walgreens Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Walgreens 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 Walgreens 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 Walgreens 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 Walgreens Settlement.
7. The Governmental Entity has the right to enforce the Walgreens Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walgreens Settlement, including without limitation all provisions of Section XI (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 Walgreens 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 Walgreens 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 Walgreens Settlement.
10. In connection with the releases provided for in the Walgreens 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 Walgreens Settlement.

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

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

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT K

Subdivision Participation Form

Will your subdivision or special district be signing the settlement participation form for the Walmart Settlement at this time?

Yes No

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 November 14, 2022 (“Walmart Settlement”), and acting through the undersigned authorized official, hereby elects to participate in the Walmart Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walmart 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 Walmart Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event within 14 days of the Effective Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopiodsettlement.com/>.
3. The Governmental Entity agrees to the terms of the Walmart Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Walmart 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 Walmart 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 Walmart Settlement.
7. The Governmental Entity has the right to enforce the Walmart Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walmart Settlement, including but not limited to all provisions of Section X (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 Walmart 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 Walmart Settlement shall be a complete bar to any Released Claim.
9. In connection with the releases provided for in the Walmart 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 Walmart Settlement.

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

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

Signature: _____

Name: _____

Title: _____

Date: _____

**A RESOLUTION
ENTITLED
A RESOLUTION AUTHORIZING GEORGIA FUND I TO ACCEPT FUND
COLLECTION FOR SPLOST VIII COLLECTIONS; REPEALING RESOLUTIONS OR
PARTS OF RESOLUTIONS IN CONFLICT HEREWITH;
AND FOR OTHER PURPOSES.**

WHEREAS, the Board of Commissioners of Dougherty County, Georgia approved on July 30, 2018, A Resolution Entitled Georgia Fund 1 – Resolution To Authorize Investment for the purpose of allowing Dougherty County funds to be deposited from time to time in the manner prescribed by law and the applicable policies and procedures for the local government investment pool;

WHEREAS, the Dougherty County Administrator and Finance Director recommend authorizing Georgia Fund I to accept fund collection from SPLOST VIII and designate Michael McCoy, Martha B. Hendley, Amy S. Westenfield and Kim Woods as authorized users for the account;

WHEREAS, the Board of Commissioners of Dougherty County, Georgia is hereby desirous of authorizing Georgia Fund I to accept fund collection SPLOST VIII and designate as authorized users appropriate personnel recommended by the Dougherty County Administrator and Finance Director;

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 Authorization for Georgia Fund I to accept fund collection from SPLOST VIII and designation of appropriate personnel recommended by the County Administrator and Finance Director is hereby approved. The County Administrator is hereby authorized to execute any and all other documents necessary for full execution and implementation of Georgia Fund I’s acceptance SPLOST VIII funds and designation of recommended personnel as authorized users.

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

This the 20th day of March, 2023.

BOARD OF COMMISSIONERS OF
DOUGHERTY COUNTY, GEORGIA

BY: _____
Lorenzo L. Heard, Chairman

ATTEST:

County Clerk

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

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

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

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

SECTION I. That the vehicles specified in the list attached hereto are hereby declared surplus and the County Administrator is authorized to dispose of or to sell the same via an online auction.

SECTION II. That the County Administrator or County Clerk is authorized to execute documents necessary to effectuate sale of said vehicles.

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

BOARD OF COMMISSIONERS OF
DOUGHERTY COUNTY, GEORGIA

By: _____
CHAIRMAN

COUNTY CLERK
Adopted: March 20, 2023

ADDU		
Description	Unit Number	Condition
1977 Cadillac Coupe	32 22 7780	Fair
1994 Cadillac Deville	32 22 9401	Fair
2004 Chevrolet Tahoe	32 22 2451	Fair

GRANT REQUEST AUTHORIZATION FORM



GRANT REQUEST AUTHORIZATION FORM

DATE: March 16, 2023				
DEPARTMENT: Dougherty County Superior Court				
GRANT PROGRAM: American Rescue Plan Act (ARPA)				
GRANT AGENCY: The Judicial Council of Georgia Ad Hoc Committee on American Rescue Plan Act Funding				
CFDA # (IF FEDERAL GRANT) This number will be assigned when and if the grant is awarded.				
PROGRAM TITLE: ARPA Audio Visual Equipment Modernization				
FUNDING REQUEST:				
FEDERAL	STATE	LOCAL MATCH	OTHER	TOTAL REQUEST
\$500,000.00				\$500,000.00
IF LOCAL MATCH IS REQUIRED, ARE FUNDS AVAILABLE IN CURRENT BUDGET? NO		Comments: (in-kind, direct appropriation, etc.)		
INDIRECT COSTS? N/A	AMOUNT:			
REIMBURSEMENT GRANT: Yes				
PROJECT DIRECTOR:		PHONE:		
DEPARTMENT DIRECTOR OR OFFICIAL APPROVING SUBMISSION (PRINT NAME & TITLE) Honorable Willie Lockette - Chief Judge, Dougherty Superior Court		SIGNATURE: 		DATE: March 16, 2023
REVIEWED BY FINANCE: Director Martha B. Hendley		SIGNATURE: 		DATE: 3/16/2023
REVIEWED BY COUNTY ADMINISTRATOR: Michael McCoy		SIGNATURE: 		DATE:
COUNTY COMMISSION ACTION:		APPROVED: Y/N		DATE: