



**Jawahn E. Ware**  
*County Clerk/Procurement Manager*

**DOUGHERTY COUNTY BOARD OF COMMISSIONERS  
ADMINISTRATION**

**Attention Viewers of [www.dougherty.ga.us](http://www.dougherty.ga.us):**

The following supplemental material pertains to the:

## **January 13, 2020 Work Session**

Documents received after noon, January 10, 2020 are not included.

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

Sincerely,

Jawahn E. Ware  
County Clerk



WORK SESSION – JANUARY 13, 2020

*Draft 3 jw*

Albany-Dougherty Government Center  
222 Pine Ave, Room 120, Albany, GA 31701

10 AM

## AGENDA

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

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

1. **Orlando Torres**, Director of Account Management, **Verra Mobility Inc.** present to **discuss technology** for consideration to **enhance road safety**.  
**See Presentation.**

### C. ITEMS FOR DISCUSSION FOR THE REGULAR MEETING SCHEDULED JANUARY 27, 2020:

1. Minutes of the January 6th Regular Meeting. **See Minutes.**
2. **Recommendation** to accept the **Resolution** establishing the **Qualifying Fees** for the public offices in Dougherty County for the **2020 Election**. County Clerk Jawahn Ware will address. **See Other #1.**
3. **Review** of the **Crossing Cost Reimbursement Agreement** between **Dougherty County, GA** and **Hilton and Albany Railroad, Inc.** in the estimated amount of **\$71,737.25** providing for the **rehabilitation of the rail road crossing at 8-Mile Road**. Assistant County Administrator Scott Addison will address. Public Works Director Larry Cook and Project Engineer Jeremy Brown are present. **See Other #2.**

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

1. **REMINDER-** In observance of the Martin Luther King, Jr. Holiday on Monday, January 20, 2020, there will not be a scheduled meeting held that week. **The next meeting will be a Regular Session on January 27, 2020** in Room 100.

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

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

**G. ADJOURN.**

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

DOUGHERTY COUNTY COMMISSION

DRAFT

REGULAR MEETING MINUTES

January 6, 2020

The Dougherty County Commission met in Room 100 of the Albany-Dougherty Government Center on January 6, 2020. Chairman Christopher Cohilas presided. Commissioners present were Victor Edwards, Gloria Gaines, Russell Gray, Lamar Hudgins, Clinton Johnson, and Anthony Jones. Also present were County Administrator Michael McCoy, Assistant County Administrator Scott Addison, County Attorney Spencer Lee, County Clerk Jawahn Ware, other staff and representatives of the media.

After the invocation and Pledge of Allegiance, the Chairman called for approval of the December 2 Regular Meeting, December 9 Work Session, December 9 State Legislative Meeting, and December 16 Regular Meeting minutes.

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

The Chairman recognized Commissioner Lamar Hudgins as the Vice Chairman for Calendar Year 2020 per Resolution No. 91-011.

The Chairman recognized David Hodges, Chief Ranger, to provide the Georgia Forestry Commission Annual Report. Mr. Hodges is the Chief Ranger for Dougherty County and Lee County and replaced Tommy Lambert due to retirement. He shared that there were 12 wildfires in FY 18-19 which was a decrease from the previous year. The department is now fully staffed and there should be an increase in prevention and management activities in the future. General questions posed by the Commission were answered.

The Chairman recognized Radium Springs citizen Don Dalling to address the possible restoration of the water tower in that area. The Chairman directed Mr. McCoy to find out who owns the tower and to see how this could be possibly restored.

The Chairman recognized Pastor Rance Pettibone who requested the use of the utilities at the Government Center once a month. His specific request was to use electrical power during their prayer services that normally takes place on the every 1<sup>st</sup> Saturday of the month for an hour. He shared the power was available for five years and ceased November 2019. Mr. McCoy shared that open access to the building's power was a risk management liability. Mr. McCoy was directed by the Chairman to take the request under consideration and provide a report back to the Commission. Additional discussion took place and some Commissioners suggested a policy for facility use. Mr. McCoy reminded the Board that any policies or procedures would need to involve the City of Albany because the building was jointly owned.

The Chairman recognized citizen George Carter who presented a concern pertaining to Ramsey Road.

The Chairman recognized Warren Grant who asked the Commission to consider government consolidation.

The Chairman called for consideration of a resolution providing for the acceptance and execution of the proposal to complete Phase I of the Radium Springs Trailhead Project from the lowest most responsive and responsible vendor, Artesian Contracting of Albany, GA in the amount of \$474,234.70 subject to the execution of the contract by the County Administrator. Funding is budgeted in SPLOST VII. Assistant County Administrator Scott Addison addressed. Public Works Director Larry Cook, Project Engineer Jeremy Brown and City of Albany Buyers Kimberly Allen and Joshua Williams were present. Mr. Addison shared that this was the first project presented to the Board from Ron Huffman's proposal. He highlighted details of the second phase of the project and shared that the County received \$200,000 in grant funds towards the project. Mr. Addison stated that he would resend design plans to the Commission.

Commissioner Gray moved for approval. Upon a second by Commissioner Jones the motion passed unanimously. Resolution 20-001 is entitled:

#### Awaiting Wording

The Chairman called for consideration of the reappointment of the Dougherty County Police Chief through the extension of the employment agreement through January 4, 2021. County Attorney Spencer Lee addressed. Attorney Lee shared that the Commission should consider the renewal of the contracts for Dougherty County Police Chief and County Administrator annually; and added that the documents were in legal form.

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

The Chairman called for consideration of reappointment of the County Administrator through the extension of the employment agreement through January 4, 2021 per section 1-3-23 of the Dougherty County Code of Ordinances. County Attorney Spencer Lee addressed. Commissioner Edwards asked for clarification in reference to the evaluation of the Administrator. Commissioner Jones said the Board decided to conduct an evaluation during the year after the first anniversary of appointment; others provided acknowledgment of the agreement.

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

Commissioner Edwards stated that the Board should begin the process to develop the evaluation criteria for the County Administrator and requested to see an example at the retreat. Chairman Cohilas formally directed Human Resource Director Dominique Hall to do so. Commissioner Edwards reminded the board that there were two other staff members that report directly to the Board [the County Attorney and Dougherty County Police Chief].

There being no further business to come before the Commission, the meeting adjourned at 10:46 a.m.

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CHAIRMAN

ATTEST:

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COUNTY CLERK

A RESOLUTION  
ENTITLED  
A RESOLUTION ESTABLISHING THE QUALIFYING  
FEES FOR PUBLIC OFFICES IN DOUGHERTY  
COUNTY, GEORGIA, FOR THE 2020 ELECTION;  
REPEALING PRIOR RESOLUTIONS IN CONFLICT;  
AND FOR OTHER PURPOSES.

BE IT RESOLVED by the Board of Commissioners of Dougherty County, Georgia, and IT IS HEREBY RESOLVED that the qualifying fees for the following public offices in Dougherty County be filed in the 2020 election, as follows:

<b>OFFICES</b>	<b>FEES</b>
<b>Members, Board of Commissioners</b> Districts 1, 3 and 5	\$ 288.00
<b>Member at Large, Board of Education</b>	108.00
<b>Members, Board of Education</b> Districts 1, 3 and 5	90.00
<b>Clerk of Court</b>	2,034.00
<b>Coroner</b>	1,950.00
<b>Probate Court Judge</b>	2,034.00
<b>State Court Judge</b>	4,284.69
<b>Sheriff</b>	2,347.42
<b>Chief Superior Court Judge</b>	968.84
<b>Superior Court Judge</b>	897.06

BE IT FURTHER RESOLVED that all resolutions or parts of resolutions in conflict herewith are repealed.

BOARD OF COMMISSIONERS OF  
DOUGHERTY COUNTY, GEORGIA

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

ATTEST:

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

Adopted: \_\_\_\_\_



## **Crossing Cost Reimbursement Agreement**

This Agreement (the “Agreement”) dated as of January 3, 2020 (“Effective Date”) is between Hilton & Albany Railroad, Inc. (“Railroad”) with an address of 13901 Sutton Park Drive, Suite 185, Jacksonville, FL 32224 and Dougherty County, GA (“Customer”) with a mailing address of 222 Pine Ave, Suite 540, Albany, GA 31701.

WHEREAS, the parties have either already agreed or will endeavor to agree on the design for improvements (“Permitted Improvements”) to the rail crossing located at MP 307.47, DOT 733578S (the “Crossing”), the cost of which is estimated to be \$71,737.25 (the “Estimate”).

WHEREAS, this Agreement governs the reimbursement of the actual expenses (the “Expenses”) to be incurred by Railroad.

NOW THEREFORE, in view of the foregoing statements, which form the factual basis of this Agreement and in further view of other good and valuable consideration, the parties agree as follows:

1. Permitted Improvements and Reimbursement.

(a) Railroad agrees to perform work at the Crossing in order to implement the Permitted Improvements, as shown on the design and/or plan attached hereto or hereafter approved in writing by the parties (the “Work”). The Work will require installation of new surface, rails, ties and other materials, such Work to be scheduled and coordinated between the parties to minimize any disruption in the use of the Crossing by Customer.

(b) Railroad will act as the project manager throughout the duration of the Work, which includes the procurement of materials and engagement of labor necessary to complete the Work.

(c) All construction or replacement of track shall be compliant with applicable federal, state and municipal regulations for the construction of railroad / highway crossings and using engineering standards as issued by AREMA.

(d) Prior to starting the Work, Customer shall furnish any other necessary construction drawings to Railroad and the Work will conform to such drawings. In the event of any conflict between the drawings and the standards in paragraph 1(c) above, Railroad will notify the Customer and the parties will agree upon any deviation from the drawings reasonably required to comply with such standards.

(e) The Customer agrees to reimburse Railroad for 100% of the Expenses and in accordance with the Estimate attached hereto and the invoicing process described herein,.

(f) Railroad agrees to complete the Work on or before **April 15, 2020**.

2. Term.

The effective date of this Agreement will be the Effective Date and continuing until the Work is completed in accordance herewith; however, Railroad's obligation to invoice as set forth in Section 3 and Customer's obligation to make payment, as set forth in Section 1, shall survive.

3. Invoicing for Reimbursement of Expenses.

- (a) *No later than **June 15, 2020***, Railroad will invoice the Customer for actual costs (including overhead) with documentation to substantiate such costs. Railroad will send such invoice to Customer via email to the attention of **Jeremy Brown, P.A.** ([jebrown@dougherty.ga.us](mailto:jebrown@dougherty.ga.us)) and **Michael McCoy**, County Administrator ([mmccoy@dougherty.ga.us](mailto:mmccoy@dougherty.ga.us)).
- (b) All payments due Railroad from the Customer will be paid by the Customer within thirty (30) days after receipt of an invoice and documentation from Railroad.

4. Miscellaneous.

- (a) This Agreement and the plans and specifications to be incorporated herein represent the complete and entire understanding of the parties regarding the Work to the Crossing and supersedes any prior drafts of this Agreement and any oral agreements regarding the Work.
- (b) This Agreement has been executed by the authorized officials of the parties and may not be amended unless in writing and signed by the authorized officials of the parties.
- (c) This Agreement is the result of the mutual negotiations of the parties and shall not be construed against either of them as the drafter.
- (d) This Agreement may not be assigned by either party without the written consent of the other party, which shall not be unreasonably withheld.
- (e) Any waiver of any provision must be in writing and issued by the party granting the waiver. The waiver applies only for the specific facts contained in the waiver and is not construed as a waiver of such facts for the future.
- (f) No party shall be liable to the other party for any consequential, indirect, incidental, exemplary, special or punitive damages (including but not limited to, cost of capital, decline in market value, business interruption expenses, attorneys' fees and lost sales) of any kind arising out of this Agreement regardless of whether the party against whom such damages might be otherwise sought knew or reasonably should have known of the possibility of such damages.
- (g) This Agreement may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original but which together shall constitute one and the same instrument, and counterparts of this Agreement may also be exchanged via electronic

facsimile machines and any electronic facsimile of any Party's signature shall be deemed to be an original signature for all purposes.

**IN WITNESS WHEREOF**, the Parties have caused duly authorized representatives to execute this Agreement as of the date first written above.

Hilton & Albany Railroad, Inc.

Dougherty County, GA

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

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

Name: James Irvin

Name: Michael McCoy

Title: President

Title: County Administrator

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

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

Address:

222 Pine Avenue  
Suite 540  
Albany, GA 37101  
229-431-2193  
[mmcoy@dougherty.ga.us](mailto:mmcoy@dougherty.ga.us)

# Hilton & Albany Railroad, Inc.

Dot#: 733578S  
 MP#: 307.47

Central Region

Railroad  
 State

HAL  
 Georgia  
 Mile 8 Project

Crossing/Project Name

<b>Crossing Rehabilitation</b>	<b>\$51,296.00</b>
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Switch Ties, Tie plates, spikes, anchors, 115R rail, transition rail, welds, panels

\*Includes Installation & Materials

\*Does not include sales tax, freight, and misc handling fees

<b>Crossing Surface/Resurface</b>	<b>\$11,000.00</b>
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\*Includes Installation & Materials

\*Does not include sales tax, freight, and misc handling fees

<b>Estimated Sales Tax</b>	<b>\$2,919.68</b>
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<b>Contingency</b>	<b>\$6,521.57</b>
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<b>Total Cost Estimate</b>	<b>\$71,737.25</b>
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Date: 9/15/2019

Responsible Party

Dale Hanshew

229-364-6259

NOTE: Estimate was prepared based upon current site conditions, anticipated work duration periods, material prices, labor rates, manpower, resource availability, and other factors known to the railroad as of the date prepared. The actual cost of the railroad work may vary, or differ, based upon the Agency's requirements, their contractors' work procedures and/or other conditions that become apparent once construction commences and during the progression of the work. If extended time lapses from the date of this estimate, the railroad reserves the right to update this estimate to current prices and costs, as needed. The Agency shall approve any such price/cost adjustments before any work by the railroad will commence or continue.