



**128TH SESSION OF THE BOARD OF COMMISSIONERS OF BUTTS COUNTY
2025-2026 TERM
DOCKET OF THE MEETING FOR APRIL 27, 2026**

SECTION 1:	WORKSHOP (5:30 PM)	PRESENTING
☐ WS (A)	Consent Purchase Equipment for Fire Apparatus	Wesley Johnston
☐ WS (B)	Consent 2026 Supplemental LMIG Program	Joey Lowe
☐ WS (C)	Consent Capital Lease Yancy Brothers	Joey Lowe
☐ WS (D)	Consent Approval to Hire Paving Contractor	Joey Lowe
☐ WS (E)	Consent Authorizing GDOT Bypass Funding	Brad Johnson
SECTION 2:	PRELIMINARIES (6:00 PM)	PRESENTING
Call to Order Welcome Invocation Pledge		Board Chairman
Approval of Docket		Board Chairman
☐ 2026-04-015	Recognitions Employee Service Awards	Sharon Robinson
SECTION 3:	NEW BUSINESS PRESENTATIONS	PRESENTING
☐ 2026-04-016	Approval Consent Agenda Items A, B, C, D, E	Board Chairman
☐ 2026-04-017	Reports Financial	Rhonda Blissit
☐ 2026-04-018	2026 Quarter One Report	Morgan Morris
SECTION 4:	CONCLUDING BUSINESS	PRESENTING
☐ 2026-04-019	Adjournment	Board Chairman
☐	Docket Files	



INSTRUCTIONS: THIS FORM SHOULD BE FILLED OUT BY THE DEPARTMENT HEAD WHO IS RESPONSIBLE FOR ALL INFORMATION THROUGH SECTION 440-A AND 440-B, AND SUBMITTED TO THE BOC OFFICE FOR PROCESSING. INCOMPLETE FORMS OR REQUESTS THAT ARE UNCLEAR MAY RESULT IN UNAVOIDABLE DELAYS IN SCHEDULING OR COMPLETION. ALL SUPPORTING DOCUMENTATION SHALL BE SUBMITTED ALONG WITH THIS FORM. YELLOW FOLDER DOCKET PREP SHALL BE HELD THE TUESDAY BEFORE THE BOC MEETING AT 10:00 AM. SUBMIT AN INDIVIDUAL FORM FOR EACH SEPARATE REQUEST FOR PLACEMENT ON THE DOCKET. YOU MUST PARTICIPATE IN YELLOW FOLDER MEETINGS IF YOU HAVE ITEMS GOING BEFORE THE BOC.

PLEASE FILL OUT THE FOLLOWING INFORMATION:

DATE: 4/18/2026

FROM: Wesley Johnston
DEPARTMENT MANAGER OR EXECUTIVE SUBMITTING ITEM(S)

DEPT: Fire

MEETING DATE: 4/27/2026
DATE OF BOC MEETING DESIRED FOR PRESENTATION

DESCRIPTION OF ITEM TO BE PLACED ON DOCKET

Consent to Purchase Equipment for Fire Apparatus

We are requesting to purchase equipment from selected vendors

Wesley Johnston Sr.

Digitally signed by Wesley Johnston Sr.
Date: 2026.04.16 08:54:17 -04'00'

Signature of County Official Submitting Request

FORM 440 REQUEST FOR DOCKET PLACEMENT

440-A FISCAL CONSIDERATIONS (CHECK ALL THAT APPLY)

(The item is budgeted in one or more of the following funding centers)

- | | |
|--|----------------------------------|
| ☐ General Fund | Dollar Amount: _____ |
| ☐ SPLOST | Dollar Amount: _____ |
| ☐ Grants Funding | Dollar Amount: _____ |
| ☐ Enterprise Funds | Dollar Amount: _____ |
| ☒ Other Funds Source | Dollar Amount: <u>210,000.00</u> |
| ☐ The item is not budgeted and will require other funding sources. | |
| ☐ The project is Grant Funded and requires an unfunded _____% match | |

CFO Signature Required if any of the above is checked so submit first to CFO

- ☒ The item has no fiscal impact and requires no approval of funds

440-B DEPARTMENT HEAD RESPONSIBILITIES TO COMPLETE

- | | |
|---|--|
| ☐ 1 ST and 2 ND Readers Required | ☐ Copy of Ad by Department* |
| ☐ Public Hearing Is Required | ☐ PowerPoint Slides Complete* |
| ☐ Contract and/or Documents Included* | ☐ Attorney Review Completed |
| ☐ Resolution Required (Check if Yes) | ☐ Resolution Submitted* |
| ☐ Commission Vote Required | * = Yellow Folder Document |
| ☒ Entered by Department Head or Manager into CivicClerk | |

440-C DOCKET AREA (ASSIGNED BY BOC OFFICE)

- ☐ Budget and Finance (Contracts, Fiscal, Grants, Insurance)
- ☐ Governmental Affairs (Appointments, Legislative, Policy, Governance)
- ☐ Merit System & Personnel (Personnel, Benefits, Human Resources)
- ☐ Planning and Development (Ordinances, Public Hearings, Zoning)
- ☒ Public Safety & Courts (911, EMA, EMS, Fire, Justice, Law, Sheriff)
- ☐ Reports and Information (No Action; Information Items; Recognitions)
- ☐ Transportation and Infrastructure (Facilities and Public Works)
- ☐ Assigned to Consent Agenda for Vote

- ☒ Entered by Department Head or Manager into CivicClerk

- ☐ Requires Approval of Chief Financial Officer (If Section 440-A Requires)

Electronic Approval with Civic Plus

Final approvals will be handled once submitted electronically with your docket submissions. Please provide this form and a resolution if the item requires board approval, along with supporting documentation uploaded to CivicPlus.

Item	Ten 8	NAFECO	MES
Thermal Imaging Camera	\$3,860.23	\$5,141.00	\$4,699.00
Lock Out Tag Out	\$847.56	–	–
Rechargeable Box Spotlight	\$1,136.52	\$1,476.00	\$1,291.62
Honda 2200 Generator w/Light Kit	\$6,206.82	–	\$6,420.00
Collapsible Traffic Cones	\$530.00	\$480.00	\$297.92
Scott SCBA	–	–	\$68,040.00
Scott SCBA Cyinder 4500 (45 Minute)	–	–	\$23,924.48
Scott SCBA Facepiece	–	–	\$3,160.00
Hurst Combi Tool	–	–	\$17,791.79
Bolt Cutters	\$173.18	\$296.00	\$217.08
Halligan Bar	\$525.00	\$728.00	\$546.90
Tool Mounting Brackets	\$400.92	\$624.00	–
Pry Bar Mount	\$479.60	\$396.00	–
Flathead Axe (6lb)	\$175.68	\$454.00	\$127.80
Pickhead Axe (6lb)	\$196.00	\$492.00	\$146.78
Axe Mount	\$129.68	\$328.00	–
Pike Pole 6ft	\$213.70	\$372.00	\$280.00
Pike Pole 12ft	\$649.82	\$572.00	\$430.00
Sheetrock Puller	\$379.10	\$528.00	\$285.00
Fire Rake	\$213.10	\$378.00	\$99.68
Spanner Wrench 5" Storz	\$705.32	\$592.00	–
Spanner and Hydrant Wrench	\$1,338.12	\$1,470.00	–
Hydrant Bag	\$271.26	\$326.00	–
Foam Inductor	\$1,607.28	\$1,830.00	\$1,872.54
Foam Nozzle	\$1,095.90	\$1,796.00	–
2 1/2 Gate Valve	\$1,122.26	\$1,268.00	\$717.10
Gated Wye	\$744.12	\$1,716.00	\$1,405.00
Double Female 2 1/2	\$226.20	\$319.28	\$214.64
Double Male	\$148.04	\$172.84	\$117.08
Reducer 2 1/2 to 1 1/2	\$79.82	\$89.92	–
Reducer 3" to 2 1/2"	\$197.82	\$168.00	–
Reducer 5" to 2 1/2	\$803.92	\$584.00	–
Reducer 5" to 4 1/2	\$496.80	\$298.00	–
Intake Valve 5" to 6" Steamer	\$4,524.10	\$4,324.00	\$3,843.46
Hydrant Valve 4 1/2 to 5" Storz	\$2,237.64	\$2,996.00	–
Fog Nozzle 1 1/2	\$3,465.52	\$4,316.00	\$3,962.20
Fog Nozzle 2 1/2	\$4,260.76	\$5,020.00	\$4,402.44



A RESOLUTION OF THE BOARD OF COMMISSIONERS OF BUTTS COUNTY TO PURCHASE FIRE EQUIPMENT; TO AUTHORIZE THE CHAIR TO SIGN THE RESOLUTION; AND FOR OTHER PURPOSES.

WHEREAS, Butts County is a duly created and validly existing political subdivision of the State of Georgia under the Constitution and laws of the state of Georgia, governed by the Butts County Board of Commissioners, who is the governing authority of the County, elected by the voters of Butts County and vested with fiscal and legislative responsibilities necessary to provide for the managing of the affairs of the County government, as well as the health, safety and welfare of the citizens of Butts County, and;

WHEREAS, the Butts County Board of Commissioners wishes to spend \$210,000.00 for Fire Department Apparatus equipment from selected vendors enumerated within purchase documents; and

WHEREAS, the Butts County Board of Commissioners in the exercise of their sound judgment and discretion, after giving thorough consideration to all implications involved, and keeping in mind the public interest and welfare of the citizen of the County, have determined that authorizing this Resolution would be advantageous to and would best benefit the citizens of the County; it is now, therefore;

RESOLVED BY THE BUTTS COUNTY BOARD OF COMMISSIONERS AS FOLLOWS:

- Approve.** The Butts County Board of Commissioners approves this Resolution
- Authorization.** The Board of Commissioners hereby authorizes the Chairman to execute the contract through authorized staff and to sign all documents associated with the assigning of this project, and;
- Recordation.** County Staff is hereby directed to record this Resolution in the official Book of Resolutions in use at the time of this Resolution as referenced in the Minutes of the Board of Commissioners, and;
- Severability.** To the extent that any portion of any related Agreement, Contracts and this Resolution is declared to be invalid, unenforceable, or nonbinding, that said invalidation shall not affect the remaining portions of this Resolution.
- Repeal of Conflicting Provisions.** All County resolutions are hereby repealed to the extent that they are in conflict with this Resolution.
- Effective Date.** This Resolution shall take effect immediately.

Approved in Session this 27th Day of April

Chairman Joe Brown

A handwritten signature in black ink, reading "J. Michael Brewer".

J. Michael Brewer, Deputy County Manager
Attesting





INSTRUCTIONS: THIS FORM SHOULD BE FILLED OUT BY THE DEPARTMENT HEAD WHO IS RESPONSIBLE FOR ALL INFORMATION THROUGH SECTION 440-A AND 440-B, AND SUBMITTED TO THE BOC OFFICE FOR PROCESSING. INCOMPLETE FORMS OR REQUESTS THAT ARE UNCLEAR MAY RESULT IN UNAVOIDABLE DELAYS IN SCHEDULING OR COMPLETION. ALL SUPPORTING DOCUMENTATION SHALL BE SUBMITTED ALONG WITH THIS FORM. YELLOW FOLDER DOCKET PREP SHALL BE HELD THE TUESDAY BEFORE THE BOC MEETING AT 10:00 AM. SUBMIT AN INDIVIDUAL FORM FOR EACH SEPARATE REQUEST FOR PLACEMENT ON THE DOCKET. YOU MUST PARTICIPATE IN YELLOW FOLDER MEETINGS IF YOU HAVE ITEMS GOING BEFORE THE BOC.

PLEASE FILL OUT THE FOLLOWING INFORMATION:

DATE: 4/15/2026

FROM: Joey Lowe
DEPARTMENT MANAGER OR EXECUTIVE SUBMITTING ITEM(S)

DEPT: Public Works

MEETING DATE: 4/27/2026
DATE OF BOC MEETING DESIRED FOR PRESENTATION

DESCRIPTION OF ITEM TO BE PLACED ON DOCKET

Apply for 2026 supp LMIG grant for the resurfacing of Godsey RD,

Cooper RD. And hire Hofstadter as the project engineers.

Grant amount is \$667,388.05 total repairs estimated at

\$950,000

Signature of County Official Submitting Request

FORM 440 REQUEST FOR DOCKET PLACEMENT

440-A FISCAL CONSIDERATIONS (CHECK ALL THAT APPLY)

(The item is budgeted in one or more of the following funding centers)

- | | |
|--|----------------------------------|
| ☐ General Fund | Dollar Amount: _____ |
| ☒ SPLOST | Dollar Amount: <u>282,611.95</u> |
| ☒ Grants Funding | Dollar Amount: <u>667,388.05</u> |
| ☐ Enterprise Funds | Dollar Amount: _____ |
| ☐ Other Funds Source | Dollar Amount: _____ |
| ☐ The item is not budgeted and will require other funding sources. | |
| ☐ The project is Grant Funded and requires an unfunded _____% match | |

CFO Signature Required if any of the above is checked so submit first to CFO

- ☐ The item has no fiscal impact and requires no approval of funds

440-B DEPARTMENT HEAD RESPONSIBILITIES TO COMPLETE

- | | |
|---|--|
| ☐ 1 ST and 2 ND Readers Required | ☐ Copy of Ad by Department* |
| ☐ Public Hearing Is Required | ☐ PowerPoint Slides Complete* |
| ☐ Contract and/or Documents Included* | ☐ Attorney Review Completed |
| ☒ Resolution Required (Check if Yes) | ☐ Resolution Submitted* |
| ☒ Commission Vote Required | * = Yellow Folder Document |
| ☒ Entered by Department Head or Manager into CivicClerk | |

440-C DOCKET AREA (ASSIGNED BY BOC OFFICE)

- ☐ Budget and Finance (Contracts, Fiscal, Grants, Insurance)
- ☐ Governmental Affairs (Appointments, Legislative, Policy, Governance)
- ☐ Merit System & Personnel (Personnel, Benefits, Human Resources)
- ☐ Planning and Development (Ordinances, Public Hearings, Zoning)
- ☐ Public Safety & Courts (911, EMA, EMS, Fire, Justice, Law, Sheriff)
- ☐ Reports and Information (No Action; Information Items; Recognitions)
- ☐ Transportation and Infrastructure (Facilities and Public Works)
- ☐ **Assigned to Consent Agenda for Vote**

☒ Entered by Department Head or Manager into CivicClerk

☒ Requires Approval of Chief Financial Officer (If Section 440-A Requires)

Electronic Approval with Civic Plus

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A RESOLUTION OF THE BOARD OF COMMISSIONERS OF BUTTS COUNTY TO AUTHORIZE SUPPLEMENTAL LMIG APPLICATION; TO AUTHORIZE THE CHAIR TO SIGN THE RESOLUTION; AND FOR OTHER PURPOSES.

WHEREAS, Butts County is a duly created and validly existing political subdivision of the State of Georgia under the Constitution and laws of the state of Georgia, governed by the Butts County Board of Commissioners, who is the governing authority of the County, elected by the voters of Butts County and vested with fiscal and legislative responsibilities necessary to provide for the managing of the affairs of the County government, as well as the health, safety and welfare of the citizens of Butts County, and;

WHEREAS, the Butts County Board of Commissioners wishes to apply for 2026 LMIG funding in the amount of \$667,388.05 with a County match that would bring the total project cost to \$950,000.00 and to approve Hofstadter & Associates as project engineers and project manager, and;

WHEREAS, the Butts County Board of Commissioners in the exercise of their sound judgment and discretion, after giving thorough consideration to all implications involved, and keeping in mind the public interest and welfare of the citizen of the County, have determined that authorizing this Resolution would be advantageous to and would best benefit the citizens of the County; it is now, therefore;

RESOLVED BY THE BUTTS COUNTY BOARD OF COMMISSIONERS AS FOLLOWS:

- Approve.** The Butts County Board of Commissioners approves this Resolution
- Authorization.** The Board of Commissioners hereby authorizes the Chairman to execute the contract through authorized staff and to sign all documents associated with the assigning of this project, and;
- Recordation.** County Staff is hereby directed to record this Resolution in the official Book of Resolutions in use at the time of this Resolution as referenced in the Minutes of the Board of Commissioners, and;
- Severability.** To the extent that any portion of any related Agreement, Contracts and this Resolution is declared to be invalid, unenforceable, or nonbinding, that said invalidation shall not affect the remaining portions of this Resolution.
- Repeal of Conflicting Provisions.** All County resolutions are hereby repealed to the extent that they are in conflict with this Resolution.
- Effective Date.** This Resolution shall take effect immediately.

Approved in Session this 27th Day of April

Chairman Joe Brown

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J. Michael Brewer, Deputy County Manager
Attesting





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PLEASE FILL OUT THE FOLLOWING INFORMATION:

DATE: 4/15/2026

FROM: Joey Lowe
DEPARTMENT MANAGER OR EXECUTIVE SUBMITTING ITEM(S)

DEPT: Public Works

MEETING DATE: 4/27/2026
DATE OF BOC MEETING DESIRED FOR PRESENTATION

DESCRIPTION OF ITEM TO BE PLACED ON DOCKET
Board approval for equipment lease from Yancy Brothers

Caterpillar for 5 years. Monthly payment of \$20,770.56

Joey Lowe

Digitally signed by Joey Lowe
Date: 2026.04.15 11:51:52 -04'00'

Signature of County Official Submitting Request

FORM 440 REQUEST FOR DOCKET PLACEMENT

440-A FISCAL CONSIDERATIONS (CHECK ALL THAT APPLY)

(The item is budgeted in one or more of the following funding centers)

- ☒ General Fund Dollar Amount: 249,246.72
- ☐ SPLOST Dollar Amount: _____
- ☐ Grants Funding Dollar Amount: _____
- ☐ Enterprise Funds Dollar Amount: _____
- ☐ Other Funds Source Dollar Amount: _____
- ☐ The item is not budgeted and will require other funding sources.
- ☐ The project is Grant Funded and requires an unfunded _____% match

CFO Signature Required if any of the above is checked so submit first to CFO

- ☐ The item has no fiscal impact and requires no approval of funds

440-B DEPARTMENT HEAD RESPONSIBILITIES TO COMPLETE

- ☐ 1ST and 2ND Readers Required ☐ Copy of Ad by Department*
- ☐ Public Hearing Is Required ☐ PowerPoint Slides Complete*
- ☒ Contract and/or Documents Included* ☐ Attorney Review Completed
- ☒ Resolution Required (Check if Yes) ☐ Resolution Submitted*
- ☒ Commission Vote Required * = Yellow Folder Document
- ☒ Entered by Department Head or Manager into CivicClerk

440-C DOCKET AREA (ASSIGNED BY BOC OFFICE)

- ☐ Budget and Finance (Contracts, Fiscal, Grants, Insurance)
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- ☐ Planning and Development (Ordinances, Public Hearings, Zoning)
- ☐ Public Safety & Courts (911, EMA, EMS, Fire, Justice, Law, Sheriff)
- ☐ Reports and Information (No Action; Information Items; Recognitions)
- ☐ Transportation and Infrastructure (Facilities and Public Works)
- ☐ **Assigned to Consent Agenda for Vote**
- ☐ Entered by Department Head or Manager into CivicClerk

Requires Approval of Chief Financial Officer (If Section 440-A Requires)

Electronic Approval with Civic Plus

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BUTTS COUNTY BOARD OF COMMISSIONERS

INVITATION TO BID (BID)

BID #26-14

Heavy Equipment Lease

**Butts County Board of Commissioners
625 West Third Street
Suite 4
Jackson, Georgia 30233**

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BID #26-14 HEAVY EQUIPMENT LEASE

I. INTRODUCTION

The Butts County Board of Commissioners, through the Public Works Department, is soliciting proposals for a **five (5) year lease program** for multiple pieces of heavy equipment to support county operations, infrastructure maintenance, and service delivery. This procurement is intended to modernize the County's equipment fleet, improve operational reliability, reduce maintenance downtime, and ensure continuity of service delivery across roadway, drainage, solid waste, and public infrastructure operations. **All equipment must be operational on July 1, 2026.**

Bids should be typed or submitted in ink and returned in a sealed envelope marked on the outside with the Bid# and Company Name. Bids will be received until 2:00 p.m. local time on April 7, 2026, at the Butts County Administration Office - Purchasing Department – Suite 4, 625 West Third Street, Jackson, Georgia 30233. Any bid received after this date and time will not be accepted and will be returned unopened. Bids will be publicly opened and read at 2:00 p.m. on April 7, 2026.

There will not be a mandatory pre-bid conference.

Questions regarding proposals should be directed to JoAnna Phillips, Procurement Coordinator, at jphillips@buttscounty.org no later than March 25, 2026, at 2:00 p.m. Any exceptions to the proposal specifications and/or terms and conditions should be addressed during this phase. These requests will be answered in an addendum if such information is necessary so that all potential bidders will have the information. Deadline for first addendum, if required, posted on the Butts County website: <https://buttscountyga.com/requests-for-bids-proposals-or-qualifications> by 4:00 p.m. March 27, 2026. The posting of additional addenda may be required, and it is the responsibility of the bidder to ensure that they review the County's website for any additional addenda, and that they submit acknowledgement of all applicable addenda (on the included form) with their solicitation. Bidders should not expect to be individually notified by Butts County.

The written bid documents supersede any verbal or written prior communications between the parties. Butts County reserves the right to reject any or all bids, to waive technicalities and to make an award deemed in its best interest. Bids may be split or awarded in entirety. Butts County reserves the option to negotiate terms, conditions, and pricing with the lowest responsive, responsible bidder(s) at its discretion.

Thank you for your interest in Butts County!

Schedule of Events

Non-Mandatory Pre-bid Meeting	NONE	NONE
Questions Submittal Deadline	Direct all questions to: jphillips@buttscounty.org	March 25, 2026 2:00 pm
First Addendum Deadline	Posted on county website: https://buttscountyga.com/requests-for-bids-proposals-or-qualifications	March 27, 2026 4:00 pm
Bid Delivery Deadline	<u>Mail to:</u> Butts County BOC 625 West Third Street Suite 4 Attn: Procurement Dept Jackson, Georgia 30233	April 7, 2026 2:00 pm

II. PROJECT OVERVIEW

The Butts County Board of Commissioners, through the Public Works Department, is soliciting proposals for a **five (5) year lease program** for multiple pieces of heavy equipment to support county operations, infrastructure maintenance, and service delivery. This procurement is intended to modernize the County's equipment fleet, improve operational reliability, reduce maintenance downtime, and ensure continuity of service delivery across roadway, drainage, solid waste, and public infrastructure operations.

The lease program shall include a **guaranteed buy-back option at the end of the lease term**. Proposals may be submitted as **bundled packages or as individual equipment units**, and awards may be made **as a whole or in part** based on best value, operational need, and financial benefit to the County.

All equipment must be **new, unused, current-model equipment** and must be fully compliant with all applicable federal, state, and local regulations.

General Requirements Backhoe

- 5-year lease 500 hours per year
- Must be **new** and of current production year.
- Dealer must provide **on-site delivery, operator familiarization, and basic maintenance training.**
- Must include **operator's manual** and **maintenance manual.**
- Provide location of **nearest authorized service center.**

Equipment proposed shall meet or exceed the following specifications

Category	Specification (Minimum)
----------	-------------------------

A. ENGINE

- **Power 107 hp**

B. TRANSMISSION & DRIVETRAIN

- **4-Wheel Drive:** Standard
- **Transmission:** Auto-shift powershift transmission
- Ride control system included

C. HYDRAULIC SYSTEM

- **Pump Capacity Minimum 45 gpm**
- **System Pressure – Loader: Minimum 3,000 psi**
- **System Pressure – Backhoe: Minimum 3,000 psi**

D. BACKHOE PERFORMANCE

- **Standard Dig Depth: Minimum 19 ft**
- Extendible stick capability
- Standard duty hoe bucket: 24 in
- Hydraulic thumb 4 jaw/teeth

E. LOADER

- General-purpose loader bucket
- **Bucket Capacity:** 0.96 m³ (1.25 yd³)
- Loader quick coupler included

F. WEIGHTS

- **Operating Weight (Minimum):** 18,000 lbs.

G. CAB & OPERATOR STATION

- **ROPS/FOPS-certified cab or canopy**
- Air conditioning included
- Adjustable suspension seat
- Ergonomic controls
- Clear sight lines for loader and backhoe operations
- AM/FM radio

Warranty Full machine warranty, during lease term

GENERAL REQUIREMENTS EXCAVATOR

- 5-year, 500 hours per year
 - Must be **new** and of current production year
 - Dealer must provide **on-site delivery, operator familiarization, and basic maintenance training.**
 - Must include **operator's manual** and **maintenance manual.**
 - Provide location of **nearest authorized service center.**
-

Equipment proposed shall meet or exceed the following specifications

Category	Specification (Minimum)
Operating Weight	49,000 lbs.
Net Power	170 HP
Engine	Turbocharged Diesel, Tier 4 Final compliant
Digging Depth	21 ft minimum
Reach at Ground Level	32 ft minimum
Hydraulic System	Variable, load-sensing, with auxiliary circuits 110 gallons / min
Bucket Capacity	1.5 cubic yards
Undercarriage	Steel tracks with triple grouser shoes (24"–28")
Cab	Fully enclosed ROPS cab with heat, A/C, and adjustable suspension seat AM/FM Bluetooth radio
Control Pattern	ISO/SAE selectable pattern

Category	Specification (Minimum)
Display	LCD monitor with machine performance data
Lighting	LED work lights (front, rear, boom)
Safety	Rear-view cameras
Attachments	Heavy-duty bucket included Hydraulic thumb 4 jaw

Warranty Full machine warranty, during lease term

General Requirements Mini Excavator

- 5-year lease 1000 hours per year
 - Must be **new** and of current production year.
 - Dealer must provide **on-site delivery, operator familiarization, and basic maintenance training.**
 - Must include **operator's manual** and **maintenance manual.**
 - Provide location of **nearest authorized service center.**
-

Equipment proposed shall meet or exceed the following specifications

Category	Specification (Minimum)
Operating Weight	19,500 lbs.
Net Engine Power	60 HP
Engine Type	Turbocharged Diesel, Tier 4 Final compliant
Dig Depth	14 ft 6 in minimum
Reach (Ground Level)	23 ft minimum
Undercarriage	Steel track with rubber pads or full rubber track
Hydraulic System	53 gallons / min with auxiliary hydraulics – High Flow Pump
Hydraulic Quick Coupler	Ability to accept attachments
Cab	Fully enclosed ROPS cab with heat, A/C, and adjustable suspension seat AM/FM Bluetooth radio
Control Pattern	ISO/SAE selectable pattern

Attachments	Standard 24” digging bucket and hydraulic thumb 4 jaw/teeth
Safety	Rear-view cameras
Lighting	LED work lights front and rear
Warranty	Full machine warranty, during lease term

General Requirements Wheel Loader

- 5-year lease 500 hours per year
- Must be **new** and of current production year.
- Dealer must provide **on-site delivery, operator familiarization, and basic maintenance training.**
- Must include **operator's manual** and **maintenance manual.**
- Provide location of **nearest authorized service center.**

Equipment proposed shall meet or exceed the following specifications

Category	Specification (Minimum)
----------	-------------------------

A. ENGINE

- Net horsepower: **Minimum 150 HP**
- Turbocharged
- Electric start
- Engine protection and automatic shutdown features

B. OPERATING WEIGHT

- **Operating Weight: Minimum 28,000 lbs.**

C. TRANSMISSION / DRIVE

- Powershift or hydrostatic transmission
- Four-wheel drive
- Limited-slip or locking differentials

D. HYDRAULICS

- Load-sensing hydraulic system
- Auxiliary hydraulics for attachments
- Hydraulic quick coupler
- Minimum Flow - Implement Pump 40 gpm

E. LOADER PERFORMANCE

- General purpose bucket included
- Bucket capacity: **Minimum 3.0 cubic yards**
- Heavy-duty cutting edge

F. STEERING & MANEUVERABILITY

- Articulated steering

G. CAB & OPERATOR STATION

- Enclosed ROPS/FOPS certified cab
- Air conditioning and heat
- Adjustable suspension seat
- Rearview camera or equivalent visibility system
- Touchscreen or digital monitoring display
- Noise-reduction cab design
- AM/FM radio

H. ELECTRICAL & LIGHTING

- LED work lights (front and rear)
- Rotating or strobe warning beacon
- Backup alarm

Warranty Full machine warranty, during lease term

General Requirements Motor Graders will need 2 units

- 5-year lease 1000 hours per year
 - Must be **new** and of current production year.
 - Dealer must provide **on-site delivery, operator familiarization, and basic maintenance training.**
 - Must include **operator's manual** and **maintenance manual.**
 - Provide location of **nearest authorized service center.**
-

Equipment proposed shall meet or exceed the following specifications

Category	Specification (Minimum)
----------	-------------------------

Engine & Powertrain

- Net Power: **approximately 130 HP**
- Engine: turbocharged diesel
- Transmission: **6 forward / 3 reverse speeds** or equivalent
- Differential lock/unlock feature

Operating Weight - Typically Equipped 35000 lb.

Hydraulic System

- Implement and steering controls shall be joystick

Moldboard & Blade

- Moldboard width: **14 ft**
- Moldboard height: **24 in**

Frame & Drawbar

- Heavy-duty welded steel construction
- Circle drive slip clutch or overload protection
- Drawbar wear inserts or replaceable wear strips
- Equipped with push block and ripper

Cab

- ROPS-certified pressurized cab with heat and A/C
- Adjustable suspension seat
- Rearview camera and work lights (front, rear, and side)
- Full instrument panel with monitoring system

Tires & Axles

- All-terrain tires (minimum)
- Tandem rear axle drive
- Front steering axle with lean capability

Electrical & Safety

- AM/FM radio Bluetooth
- LED work lighting
- Back-up alarm

Warranty Full machine warranty, during lease term

General Requirements skid steer loader will need 2 units

- 5-year lease 500 hours per year
 - Must be **new** and of current production year.
 - Dealer must provide **on-site delivery, operator familiarization, and basic maintenance training.**
 - Must include **operator's manual** and **maintenance manual.**
 - Provide location of **nearest authorized service center.**
-

Equipment proposed shall meet or exceed the following specifications

Category	Minimum Requirement
Engine	4-cylinder diesel engine, 70 HP (minimum)
Operating Weight	10,300 lbs.
Operating Capacity Rated (35% Tipping Load)	2,500 lbs. minimum
Tipping Load	8,000 lbs. minimum
Travel Speed	8.0 mph (two-speed)
Hydraulic High Flow	30 gpm minimum
Breakout Force (Bucket)	6,000 lbs. minimum
Lift Type	Vertical lift path
Tracks	Rubber tracks, 12.6" width minimum
Cab	Enclosed cab with heat, A/C, wiper, and suspension seat
Controls	Joystick pilot controls
Auxiliary Hydraulics	Front-mounted with couplers, compatible with standard attachments

Category	Minimum Requirement
Electrical	12V system with backup alarm, LED work lights front/rear AM/FM radio Bluetooth
Attachment Plate	Universal hydraulic quick-attach system
Safety Features	ROPS/FOPS Level 1 or 2 certified, seatbelt, interlock system
Accessories	General-purpose bucket (72" minimum) with bolt-on cutting edge
Warranty	Full machine warranty, during lease term

General Requirements Track Loader

- 5-year lease 500 hours per year
- Must be **new** and of current production year.
- Dealer must provide **on-site delivery, operator familiarization, and basic maintenance training.**
- Must include **operator's manual** and **maintenance manual.**
- Provide location of **nearest authorized service center.**

Equipment proposed shall meet or exceed the following specifications

Category	Specification (Minimum)
----------	-------------------------

A. GENERAL

- **Type:** Track Loader
- **Controls:** Joystick

B. ENGINE

- Net horsepower: **Minimum 155 HP**
- Turbocharged diesel engine

C. OPERATING WEIGHT

- Operating weight: **Minimum 34,000 lbs.**

D. UNDERCARRIAGE

- Heavy-duty steel tracks
- Track width: **Minimum 18 inches**
- Track rollers and idlers designed for heavy construction use

E. TRANSMISSION / DRIVE

- Hydrostatic drive
- Infinite speed control

F. BUCKET & LOADER

- General-purpose bucket
- Bucket capacity: **Minimum 2 cubic yards**
- Quick-coupler compatible

G. CAB & OPERATOR STATION

- Enclosed cab with ROPS/FOPS certification
- Air conditioning and heat
- Adjustable suspension seat
- Rearview camera or equivalent visibility system
- Digital monitoring display
- Sound-suppressed cab

H. HYDRAULICS

- Load-sensing hydraulic system
- Auxiliary hydraulic capability
- High-flow system preferred

I. ELECTRICAL & SAFETY

- LED work lights (front and rear)
- Backup alarm
- Fire extinguisher
- Horn and emergency shutoff
- AM/FM radio Bluetooth

Warranty Full machine warranty, during lease term

GENERAL INSTRUCTIONS, TERMS AND CONDITIONS

1. Bids Submission

- a. These instructions will bind bidders to terms and conditions set forth herein, except as specifically stated otherwise in special contract terms with any individual bid. These instructions are to be considered an integral part of the bid.
- b. Bids may be submitted by mail, common carrier or delivered in person. Fax or electronic bids are not acceptable. It shall be the duty of each Bidder to ensure that their bid is delivered within the time and to the place prescribed in this document. Bids received prior to the time fixed in this bid document will be securely kept unopened. A date/time stamp will be affixed to the envelope/package immediately upon its arrival at the Purchasing Department. Any bid received at the office designated in this document after the exact time and date specified, will not be considered, and returned unopened to the bidder.
- c. At the date and time specified for the opening of the bid, the bid shall be publicly opened and read aloud for the information of Bidders and others present.
- d. The bid must be submitted in a sealed envelope/parcel on or before the date and time stated in this document and is to be mailed or delivered to:

**Butts County Board of Commissioners
Purchasing Department, Suite 4
625 West Third Street
Jackson, GA 30233
BID #26-14 Heavy Equipment Lease**

- e. The Submittal Checklist must be reviewed, and the bidder is to comply with the order of the submittal of documents and is to be included with the bid.
- f. The following items are to be submitted:
 - **One (1) unbound clearly marked “Original,” of the bid documents,**
 - **Two (2) bound copy identical to the original bid documents,**
 - **One (1) digital copy in PDF format on a USB flash drive identical to the original bid documents. The USB flash drive should be labeled with the Bid number and bidder’s name.**
- g. All bids must be manually signed and filled out legibly (typewritten or printed in ink) with all changes or corrections initialed by the person signing the bid.
- h. If descriptive literature is attached to the bid, your firm’s name must be on all sheets submitted.
- i. Each bid submitted shall be deemed to have been made with full knowledge of all terms, conditions, and requirements contained in this Bid request. The failure or omission of any Bidder to examine any form, instrument or document shall in no way relieve any Bidder from obligations in respect to the bid submittal or the compliance of the terms, conditions, and requirements of the bid.
- j. Individual contractors shall provide their Social Security number and proprietorships; partnerships and corporations shall provide their Federal Employer Identification number on the Bidder Information Form of the bid documents and a completed W9 form to be submitted with the bid.

- k. The authorized representative whose signature will appear on the bid submitted certifies that the Bidder has carefully examined the instructions of this bid and the terms and specifications applicable to and made a part of this bid. The Bidder further certifies that the prices shown on the Bid Price Submittal Form are in accordance with the conditions, terms, and specifications of the bid and that any exception taken thereto may disqualify the bid.
- l. Any documentation submitted with or in support of a bid or bid shall become subject to public inspection under the Georgia Open Records Act. Labeling such information "Confidential," "Proprietary," or in any other manner shall not protect this material from public inspection upon request. All records become subject to public inspection only after award of the contract or purchase order.

2. Preparation of Bids

- a. Unit price must be shown on the Bid Cost Submittal Form in this document if indicated. All bids should be tabulated, totaled, and checked for accuracy. The unit price will prevail in case of errors.
- b. All products, equipment, articles, or material must be new and unused or in current production. No reconditioned or used item(s) will be accepted except as specifically requested herein. Units that are classified as prototype or discontinued models are not acceptable.
- c. Samples of items, when required, must be submitted within the time specified and unless otherwise specified by the County, at no expense to the County. Unless otherwise specified, samples will be returned at the Bidder's request and expense if items are not destroyed by testing.
- d. Full identification of each item including brand name, model, catalog number, etc., must be furnished to identify exactly what the Bidder is offering. Whenever an article or material is defined by describing a proprietary product or by using the name of a manufacturer, the term "or equal" if not inserted shall be implied. The specified article or material shall be understood as indicating the type, function, minimum standard of design, efficiency, and quality desired and shall not be construed as to exclude other manufactured products of comparable quality, design, and efficiency. If any equivalent version is proposed, prospective Bidders are herewith advised that precise, adequate, and documented evidence of equivalency in performance, stability, and operational efficiency should be submitted with the bid for further consideration. Final determination of equivalency will be determined by Butts County.
- e. Negligence on the part of the Bidder in preparing the bid confers no right for withdrawal or modification in any way after the deadline for the bid opening.

3. Clarification and Communication to County Concerning Bid

- a. From time to time, the Purchasing Department may have to release written changes to a solicitation. These formal written changes are called addendum or if multiple, addenda. It is the ultimate responsibility of the Bidder to ensure that they have all applicable addenda prior to the bid submission. Therefore, we encourage all Bidders to frequently review the County's website:
<https://buttscountyga.com/requests-for-bids-proposals-or-qualifications>. All addenda forms must be signed and submitted with the bid. Failure to respond and

acknowledge any addenda or requests for clarification, even after the bid opening, shall result in a non-responsive bid.

- b. The successful firm's bid and all addenda will become a part of the agreement resulting from this document.
- c. Bidders seeking an award of a Butts County contract shall not initiate or continue any verbal or written communication regarding a solicitation with any County officer, elected official, employee, or other County representative without permission of the Purchasing Department between the date of the issuance of the solicitation and the date of the final contract award by the Board of Commissioners. If determined that such communication has compromised the competitive process, the offer submitted by the individual, firm or business shall be disqualified from consideration for award. **EXCEPTION to the above** would be emailing request for clarification and/or questions to the point of contact listed in the bid/proposal. (These requests will be answered in an addendum).

4. **Pre-Bid Conference**

The Pre-Bid Conference or any other information session (if indicated in the schedule of events) will be held at the offices referred to in the "Invitation to Bid." Unless indicated otherwise, attendance is not mandatory, although suppliers are strongly encouraged to attend. **However, in the event the conference has been identified as mandatory, then a representative of the supplier must attend the conference in its entirety to be considered eligible for a contract award.**

5. **Rejection and Withdrawal of Bids**

- a. Withdrawal of bid due to errors, the supplier has up to forty-eight (48) hours to notify the Purchasing Department of an obvious clerical error made in calculation of bid to withdraw a bid after bid opening. Withdrawal of bid for this reason must be done in writing within the forty-eight (48) hour period.
- b. The County may reject all or part of the bid where it is in the best interest of the county or because of improper conduct on the part of a county employee.

6. **Bid and Contract Documents**

- a. A bid executed by an attorney or agent on behalf of the Bidder shall be accompanied by an authenticated copy of the Power of Attorney or other evidence of authority to act on behalf of the Bidder.

Corporation: If the Bidder is a corporation, the bid must be submitted in the name of the corporation, not simply the corporation's trade name. In addition, the bid shall be signed by an officer of the corporation.

Partnership: If the Bidder is a partnership, all partners must sign the bid. If all the partners do not sign the bid, then the names of all those except limited partners must be furnished on the bid and evidence of the authority of the signer(s) to execute the bid on behalf of the partnership.

Limited Liability Company (LLC): If the Bidder is a limited liability company, the authorized agent having authority to bind the limited liability company must sign the bid documents.

Sole Proprietorship or Individual: If the Bidder is a sole proprietor or individual, a signature is required on all bid documents by that individual.

- b. The contract documents consist of this Agreement, Specifications and Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement. These form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated Agreement between the parties hereto and supersedes prior negotiations, representation, or agreements, either written or oral.
- c. Contract Term – The period of the agreement, if any is formed from this bid, will be determined after the review and evaluation of the Timeline Schedules submitted by the successful bidder and the County.

7. Exceptions and Omissions

Any exceptions to the specifications and/or terms and conditions must be addressed during the question/clarification and addendum phases.

8. Alterations of Solicitation and Associated Documents

Alterations of County documents are strictly prohibited and will result in automatic disqualification of the Bidder's solicitation response.

9. Cost Incurred by Vendors

All expenses involved with the preparation and submission of the bid to the Butts County Board of Commissioners, or any work performed in connection therewith is the responsibility of the vendor(s).

10. Codes, Permits, Fees, Licenses and Law

- a. All permits, fees, arrangements for inspections, licenses, and costs incurred for the same shall be the sole responsibility of the successful Bidder. All materials, labor and construction must comply with all applicable rules and regulations of local, state and/or national codes, laws and ordinances of all authorities having jurisdiction over the project, shall apply to the contract throughout and will be deemed to be included in the contract the same as though herein written out in full.
- b. All General Contractors must have a current valid license from the State Licensing Board for Residential and General Contractors, unless specifically exempted from holding such license pursuant to Georgia law, O.C.G.A. Section 43-41-17.

11. Safety

All vendors and subcontractors performing services are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this Contract.

12. Design, Standards and Practices

Design, strength, quality of materials and workmanship must conform to the industry acceptable standards of engineering practices and/or professional services.

13. Statement of Warranty

A Statement of Warranty should include all applicable manufacturers' warranties and the Contractor's warranty regarding equipment, materials, and workmanship. This statement shall include the terms, conditions, and the period of warranty coverage. Any exclusion(s) must be clearly stated.

14. Non-collusion

By submitting a bid in response to this solicitation, the Bidder represents that in the preparation and submission of this bid, said Bidder did not either directly or indirectly, enter into any combination or arrangement with any person, Bidder, Corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section I or Section 59.1-9.1 through 59.1-9.17 or Sections 59.1 – 68.6 through 59.68.8). Collusion and fraud in bid preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

15. Nondiscrimination

Notwithstanding any other provision of this Agreement, during the performance of this Agreement Contractor, for itself, its heirs, personal representatives, successors in interest and assigns, as part of the consideration of this Agreement does hereby covenant and agree, as a covenant running with the land, that:

- a. No person on the grounds of race, color, religion, sex, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
- b. In the production of the vehicle(s), and the furnishing of services therein or thereon, no person on the grounds of race, color, religion, sex, or national origin shall be excluded from participation in, or denied the benefits of, such activities, or otherwise be subjected to discrimination.

16. Georgia Security and Immigration Compliance Act

Pursuant to the Georgia Security and Immigration Compliance Act of 2006, the successful Contractor understands and agrees that compliance with the requirements of O.C.G.A. 13-10-91 and Georgia Department of Labor Rule 300-10-02 are conditions of this bid and contract document. The Contractor further agrees that such compliance shall be attested by the Contractor and any of his Subcontractors by execution of the appropriate Affidavit and Agreement which will be included and become a part of the Agreement between Butts County and the successful Contractor.

17. Supplier Inclusion Program

Small, local, Disadvantaged Business Enterprise (DBE), and female-owned business enterprises are encouraged to participate in the solicitation process.

18. Delivery and F.O.B. Destination

- a. All prices shall include shipping and delivery cost to our destination; F.O.B., Butts County, Georgia, unless otherwise requested. The Bidder shall oversee all material procurement, storage, and delivery to the project site. Unless otherwise specified in

this specification, Bidder shall supply all materials required. The County will grant no allowance for boxing, crating or delivery unless specifically provided for in this bid. The Bidder shall retain title for the risk of transportation, including the filing for loss or damages.

- b. The County desires delivery of the product(s) or service(s) as specified at the earliest possible time after the date of award. Unreasonable delivery may be cause for disqualifying a bid. Each firm shall state a definite delivery time and avoid using general terms such as "ASAP" or approximately so many days.

19. County's Tax Exemption

Butts County is exempt from Federal Excise Tax or Georgia Sales Tax regarding goods and services purchased directly by Butts County. Exemption certificates furnished upon request.

20. Award of Contract

- a. Butts County desires to complete the award process in a timely manner. Butts County reserves the right to reject or accept any or all bids, whole or any parts hereof, by item or group of items, by section or geographic area, or make multiple awards and be the final approval of bid(s) selection which would be the most advantageous to the County with price and other factors considered. Butts County may elect to waive any technicalities. The bid will be awarded to the lowest responsive, responsible Bidder(s), if awarded. The bid specifications will be available on the County's website: <https://buttscountyga.com/requests-for-bids-proposals-or-qualifications>
- b. Butts County reserves the right to reject any bid if the evidence submitted by or investigation of the Bidder fails to satisfy the County that the Bidder is properly qualified to carry out the obligations of the Contract. If the successful Bidder defaults on their bid, an award may be made to the next low responsive and responsible Bidder.
- c. Butts County is subject to making records available for disclosure after the Board of Commissioners' approval of the recommendation. The award shall be made by the Board of Commissioners of Butts County unless the lowest, qualified bid is less than the Board of Commissioners' approval limit. No claim shall be made by the selected Consultant for loss of profit if the contract is not awarded or awarded for less work than is indicated and for less than the amount of the bid. The total of the awarded contract shall not exceed the available funds allocated for the bid project.

21. Project Site and Monitoring of Work

- a. The Contractor may have a Project Coordinator, but the project site shall remain under the control of Butts County. The Contractor shall provide and make available an appointee to Butts County for project coordination and supervision of Bidder installation personnel. Coordination consists of meeting with the Butts County representatives to review the project; on site walk throughout of installation area(s) before the installation begins; review installation procedures; review installation progress and to handle any problems during installation until project completion.
- b. The successful Bidder will promptly correct all work rejected by the County as faulty, defective, or failing to conform to the Minimum Specifications and/or to consensus standards adopted by both government and industry governing the

repairs, whether observed before or after substantial completion of the work, and whether fabricated, installed, or completed. The successful Bidder will bear all costs of correcting such rejected work.

- c. The Contractor shall ensure all trash generated by the work performed shall be removed from the site and properly disposed as each work operation is completed in each area. Additionally, the Contractor shall ensure all disturbances to the area where the Contractor performed work are restored to the same condition prior to start of the project. If an inspection reveals that the Contractor fails to clean up after work has been performed, the County will notify the Contractor of the discrepancy, and the Contractor will have twenty-four (24) hours to make the correction. Should the Contractor still fail to clean the area, the County reserves the right to make other arrangements to have the area cleaned and the County shall deduct the cost from the Contractor's invoice.
- d. No one except authorized employees of the Contractor is allowed on the premises of Butts County facilities. Contractor employees are not to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the Contractor.

22. Confidentiality

All information disclosed by Butts County to the successful Contractor for the purpose of the work to be done or information that comes to the attention of the successful Contractor while performing such work is to be kept strictly confidential.

23. Indemnification

- a. The vendor that is selected as the contractor shall, at its own expense, protect, defend (but only to the extent not prohibited by O.C.G.A. §13-8-2(c)), indemnify, save and hold harmless Butts County and its elected and appointed officers, employees, servants and agents from all claims, damages, lawsuits, costs and expenses including, but not limited to, all costs from administrative proceedings, court costs and attorney fees that Butts County and its elected and appointed officers, employees, servants and agents may incur as a result of the negligence, recklessness, or intentionally wrongful conduct of the Contractor or other persons employed or utilized by the Contractor in the performance of the contract.
- b. The contractor's indemnification responsibility under this section shall include the sum of damages, costs and expenses which are in excess of the sum of damages, costs and expenses which are paid out on behalf of or reimbursed to the County, its officers, employees, servants, and agents by the insurance coverage obtained and/or maintained by the contractor, but only to the extent and for such claims as are permitted under O.C.G.A. §13-8-2(c).

24. Controlling Law, Venue

Any dispute arising because of this bid and/or an Agreement which was created from the terms, conditions and specifications of this document or their interpretation, litigation shall only be entered into and shall be performed in Butts County, Georgia. This Agreement shall be governed by the applicable laws of the County of Butts and the State of Georgia. Any

dispute arising out of the agreement, this bid solicitation, its interpretations, or its performance shall be litigated only in the County of Butts Judicial Center Courts.

25. Contractor as Independent Contractor

In conducting its business hereunder, Contractor acts as an independent contractor and not as an employee or agent of Butts County. The selection, retention, assignment, direction, and payment of Contractor's employees shall be the sole responsibility of Contractor.

26. Assignment

The Agreement, in whole or any part hereof, created by the award to the successful contractor shall not be sold, not be assigned or transferred by Contractor by process or operation of law or in any other manner whatsoever, including intra-corporate transfers or reorganizations between or among a subsidiary of Contractor, or with a business entity which is merged or consolidated with Contractor or which purchases a majority or controlling interest in the ownership or assets of Contractor without the prior written consent of Butts County.

27. Owner and Ownership of Documents

The Butts County Board of Commissioners, 625 West Third Street, Jackson, Georgia 30233 is the owner of the proposed work. Reports and all relevant data such as maps, diagrams, plans, designs, electronic data, statistics, specifications, and other supporting records or drawings compiled or prepared during performance of the services required by this contract shall be the absolute property of the County and shall not be used by the Contractor for purposes unrelated to this contract without the prior written approval of the County. Such original documents shall be turned over to the County upon completion of the project except that Contractor shall have the right to retain copies of the same.

28. Performance of Contract

- a. Butts County reserves the right to enforce the Contractor's performance of this Agreement in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default or resulting contract award. It will be understood that time is of the essence in the Bidder's performance.
- b. The successful Contractor shall execute the entire work described in the Contract Documents, except to the extent specifically indicated in the Contract documents to be the responsibility of others.
- c. The Contractor accepts the relationship of trust and confidence established by the award of this bid solicitation. The Contractor covenants with the County to utilize the Contractor's best skill, efforts, and judgment in furthering the interest of the County; to furnish efficient business administration and supervision; to make best efforts to always furnish an adequate supply of workers and materials; and to perform the work in the best way and most expeditious and economical manner consistent with the interest of the County,
- d. All purchases for goods or services are subject to the availability of funds for this particular purpose.

29. Default and Termination

a. Termination by Contractor

The agreement resulting from this bid shall be subject to termination by Contractor in the event of any one or more of the following events: The default by County in the performance of any of the terms, covenants or conditions of this Agreement, and the failure of County to remedy, or undertake to remedy such default, for a period of thirty (30) days after receipt of notice from Contractor to remedy the same.

b. Termination by County

The agreement resulting from this bid shall be subject to termination by the County at any time in the opinion of the County; the contractor fails to conduct the contract provisions of any one or more of the following events:

- (1) The default by Contractor in the performance of any of the terms, covenants or conditions of the Agreement, and the failure of Contractor to remedy, or undertake to remedy with sufficient forces and to the County's reasonable satisfaction, the County shall provide the vendor with notice of any conditions which violate or endanger the performance of the Agreement. If after such notice the Contractor fails to remedy such conditions within thirty (30) days to the satisfaction of the County, the County may exercise their option in writing to terminate the Agreement without further notice to the Contractor and order the Contractor to stop work immediately and vacate the premises, to cancel ordered products and/or services with no expense to the County.
- (2) Contractor files a voluntary petition in bankruptcy, including a reorganization plan, makes a general or other assignment for the benefit of creditors, is adjudicated as bankrupt or if a receiver is appointed for the benefit of creditors, is adjudicated as bankrupt or if a receiver is appointed for the property or affairs of Contractor and such receivership is not vacated within thirty (30) days after the appointment of such receiver.
- (3) Contractors' failure to conduct services according to the approved bid specifications.
- (4) Contractors' failure to keep, perform, or observe any other term or condition of this Agreement.
- (5) Contractor's performance of the contract is unreasonably delayed.
- (6) Should the successful Bidder fail to provide the commodities or services when ordered, and in accordance with the General Terms and Conditions, specifications and any other requirements contained herein are not met, the County reserves the right to purchase commodities or services covered by this contract elsewhere if available from an alternate source.
- (7) The Contractor agrees by its bid submission that the County's decision is final and valid.

c. Force Majeure

Neither party shall be held to be in breach of the Agreement resulting from this bid, because of any failure to perform any of its obligations hereunder if said failure is due to any act of God, fire, flood, accident, strike, riot, insurrection, war, or any other cause over which that party has no control. Such party shall give notice and

full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event and the obligation of the party giving such notice shall endeavor to remove or overcome such inability with all reasonable dispatch.

d. Waiver

The waiver of any breach, violation, or default in or with respect to the performance or observance of the covenants and conditions contained herein shall not be taken to constitute a waiver any subsequent breach, violation, or default in or with respect to the same or any other covenant or condition hereof.

30. Invoices

Invoices and/or statements should be mailed directly to:

Butts County Board of Commissioners
Accounts Payable
625 West Third Street, Suite 4
Jackson, GA 30233

31. Payment

Payment shall be tendered to the successful Bidder upon acceptance and approval by the County for satisfactory compliance with the general terms, conditions, and specifications of the bid; by completed services; verification of delivery of products; assurance that the product/service performs as specified and warranted; and receipt of a valid invoice.

32. Insurance Requirements

The contractor shall procure and maintain the following insurance, to be in effect throughout the term of the contract, in at least the amounts and limits as follows:

- a. **General Liability Insurance:** \$1,000,000 combined single limit per occurrence, including bodily and personal injury, destruction of property, and contractual liability.
- b. **Automobile Liability Insurance:** \$1,000,000 combined single limit each occurrence, including bodily injury and property damage liability.
- c. **Worker's Compensation & Employer's Liability Insurance:**

Bodily injury by Accident – each employee	\$1,000,000
Bodily injury by Disease - each Employee	\$1,000,000
Bodily injury by Disease – policy limit	\$1,000,000

Before a contract is executed, the Certificates of Insurance for all required coverage shall be submitted. The certificate shall list an additional insured as follows:

Butts County, Georgia
Butts County Board of Commissioners
625 West Third Street
Jackson, Georgia 30233

33. Bid Bond

All proposing firms shall include a bid bond with their proposals, equal to five percent (5%) of the total amount proposed for the project, including the assumed construction price provided in the BID. Bid bonds shall be provided by a surety that appears on the U.S. Treasury's list of approved bond sureties (Circular 570). The Bid Bond will be in place until the Successful Offeror and the County agree upon a Guaranteed Maximum Price, the Successful Offeror provides payment and performance bonds, and the Guaranteed Maximum Price contract amendment is executed by both parties. The bid bond shall be included with your proposal on AIA Document A310 -2010.

34. Performance and Payment Bonds

After a Guaranteed Maximum Price is mutually agreed upon, but prior to award of the Guaranteed Maximum Price contract amendment, the successful offeror shall submit performance and payment bonds, each equal to 100 percent (100%) of the contract amount, provided by a surety which appears on the U.S. Treasury's list of approved bond sureties (Circular 570). The performance Bond and payment shall be submitted on AIA Document A312 -2010.

Due Date and Time: April 7, 2026, at 2:00 PM

CHECKLIST FOR BID DOCUMENTS

Be sure to return this Checklist and the Required Documents in the order below.

DOCUMENTATION DESCRIPTION

Please check

Checklist for Bid Documents/Addenda Acknowledgement (this page)

☐

Bidder Information Form

☐

Cost Proposal Template

☐

Warranty documentation

☐

Bid Bond

☐

Forms:

References

☐

W-9

☐

Georgia Security & Immigration Compliance Act Affidavit & Agreement

☐

Bid Authorization Affidavit

☐

Non-Conflict of Interest

☐

Supplier Inclusion Program

☐

ADDENDA ACKNOWLEDGEMENT

Failure to acknowledge any addenda will result in a non-responsive bid.

The vendor has examined and carefully studied the Request for Proposals and the following Addenda, receipt of all of which is hereby acknowledged:

Addendum No. _____

_____ Dated

Addendum No. _____

_____ Dated

Addendum No. _____

_____ Dated

Addendum No. _____

_____ Dated

This affirms that all documents are included with the bidder's bid package.

Company's Name

Date

Authorized Representative's Name

Authorized Representative's Signature

Bidder Information Form

Company

Individual or Company Name: _____

Physical Address: _____

Mailing Address (if different): _____

SSN or Federal Employer ID# _____

Authorized Representative

Signature: _____

Printed or Typed Name: _____

Title: _____

Email address: _____

Phone number: _____ Fax: _____

Project Contact Person

Printed or Typed Name: _____

Title: _____

Office Number: _____ Cellular Number: _____

Email address: _____

Authorized Signature: _____

BID Proposal Template

(To Be Completed and Submitted with Proposal)

Vendor Name: _____

Address: _____

Phone: _____

Email: _____

Total BID Price: _____

Estimated Delivery Time: _____

Warranty Details: _____

Authorized Signature: _____

Print Name: _____

Date: _____

Additional services & installations offered with this bid: You can expand the services list as needed when you add your additional pages.

REFERENCES

Please provide three (3) current or very current customers for whom you have provided equivalent products or services as listed in the specifications of this bid.

Reference One

Government/Company Name _____

Address _____

Contact Person and Title _____

Phone _____ Fax _____

Contract Period _____ Scope of Work: _____

Reference Two

Government/Company Name _____

Address _____

Contact Person and Title _____

Phone _____ Fax _____

Contract Period _____ Scope of Work: _____

Reference Three

Government/Company Name _____

Address _____

Contact Person and Title _____

Phone _____ Fax _____

Contract Period _____ Scope of Work: _____

Information of person who prepared this form:

Company's Name

Date

Authorized Representative's Name (Print or Type)

Authorized Representative's Signature

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ► _____ ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate	
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number										
				-				-		
or										
Employer identification number										
				-						

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of Butts County Board of Commissioners has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. §13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period, and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. §13-10-91(b). The contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Legal Name of Contractor: _____

Address: _____ City: _____ State: _____ Zip Code: _____

Federal Work Authorization User Identification Number (E-Verify Number) 4-6 digit number:

Date of Authorization: _____

EXEMPT: YES OR NO

*** If a contractor has no employees and does not hire or intend to hire, they may satisfy the law by submission of (State DL or State ID) Drivers' License Number: _____**

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

Signature of Authorized Officer/Agent

Date

Printed Name and Title of Authorized

MUST BE COMPLETED BY NOTARY

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY OF _____, 20____

Executed in _____ (City) _____ (State)

NOTARY PUBLIC SIGNATURE

MY COMMISSION EXPIRES

Questions for E-Verify email them at E-Verify@dhs.gov

Register for E-Verify <http://www/dhs.gov/e-verify>

BID AUTHORIZATION AFFIDAVIT

STATE OF GEORGIA
COUNTY OF BUTTS

BEFORE ME, the undersigned authority a Notary Public in and for the State of _____, on this day personally appeared _____ who, after having first been duly sworn, upon oath did depose and say; that the forgoing bid submitted by _____ hereafter called "Bidder" is duly authorized agent of said company and that the person signing said bid has been duly authorized to execute the same. Bidder affirms that they are duly authorized to execute this Agreement, that this company, corporation, firm, partnership, or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms, or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

The undersigned certifies that the bid prices contained in this bid have been carefully checked and are submitted as correct and final and if bid is accepted, agrees to furnish the articles and/or services listed and offered in this document at the prices and terms stated, subject to the conditions and specifications of this Request for Bid.

Bidder Information:

(Company)

(Signature)

(Address)

(Printed Name)

(City, State, Zip)

(Title)

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ day of _____, 20____.

Notary Public in and for the State of _____

(Seal)
(FAILURE TO SIGN THIS SECTION SHALL DISQUALIFY YOUR RESPONSE)

NON-CONFLICT OF INTEREST

By submitting an offer in response to this solicitation, the Firm represents that in the preparation and submission of this proposal, said Firm did not either directly or indirectly, enter into any combination or arrangement with any person, Proposer, Corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section I or Section 59.1-9.1 through 59.1-9.17 or Sections 59.1 – 68.6 through 59.68.8). Collusion and fraud in proposal preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

_____ (Officer of Firm) certifies that to the best of our knowledge, no circumstances exist which shall cause a conflict of interest in performing services for Butts County, and that no company or person other than bona fide employees working solely for our firm has been employed or retained to solicit or secure an agreement resulting from this request for proposal.

Signature: _____

Type Name: _____

Title: _____

Firm Address: _____

SUPPLIER INCLUSION PROGRAM

Small, local, veteran-owned, Disadvantaged Business Enterprise (DBE), and female-owned business enterprises are encouraged to participate in the solicitation process. To give recognition to this type of business classification, please check all which apply:

☐ **Small Business**
Small businesses are defined by size standards and can be found in Title 13 of the Code of Federal Regulations (CFR), Part 121, and are broken down by the various categories of business enterprises.

☐ **Local Vendor**
Local vendors must operate and maintain a regular place of business within the geographical boundaries of Butts County, must have a current occupational tax certificate, must have paid all real and personal taxes owed the County and must certify its compliance with the Georgia Security and Immigration Act.

☐ **Veteran-Owned Business**
A veteran-owned business is a business in which a veteran owns a minimum of 51% of the business and holds the highest position at the company and is active in the daily management and strategic direction of the company. Title 38 of the Code of Federal Regulations defines a veteran as “a person who served in the active military, naval, or air service and who was discharged or released under conditions other than dishonorable.” This definition explains that any individual that completed a service for any branch of armed forces classifies as a veteran if they were not dishonorably discharged.

☐ **DBE Business**
DBE businesses, as defined by the Georgia Department of Administrative Services, shall be certified by the Georgia Department of Transportation, and shall consist of five (5) minority groups:

- ☐ Asian American
- ☐ Native American
- ☐ African American
- ☐ Hispanic/Latino
- ☐ Pacific Islander.

☐ **Female Owned Business**
A female-owned business is a business in which a female owns a minimum of 51% of the business and holds the highest position at the company and is active in the daily management and strategic direction of the company.

☐ **None of the Above Applies**

Company's Name

Date

Authorized Representative's Name (Print or Type)

Authorized Representative's Signature

953 Track Loader



120 Motor Grader



265 Skid Steer



926 Loader



430 Backhoe



309 Mini Excavator



330 Excavator





A RESOLUTION OF THE BOARD OF COMMISSIONERS OF BUTTS COUNTY TO AUTHORIZE CAPITAL EQUIPMENT LEASING FROM YANCY BROTHERS CATERPILLAR; TO AUTHORIZE THE CHAIR TO SIGN THE RESOLUTION; AND FOR OTHER PURPOSES.

WHEREAS, Butts County is a duly created and validly existing political subdivision of the State of Georgia under the Constitution and laws of the state of Georgia, governed by the Butts County Board of Commissioners, who is the governing authority of the County, elected by the voters of Butts County and vested with fiscal and legislative responsibilities necessary to provide for the managing of the affairs of the County government, as well as the health, safety and welfare of the citizens of Butts County, and;

WHEREAS, the Butts County Board of Commissioners wishes to enter into a new capital equipment lease from Yancy Brother Caterpillar for public works equipment in the amount of \$249,276.72 from General Funds; and

WHEREAS, the Butts County Board of Commissioners in the exercise of their sound judgment and discretion, after giving thorough consideration to all implications involved, and keeping in mind the public interest and welfare of the citizen of the County, have determined that authorizing this Resolution would be advantageous to and would best benefit the citizens of the County; it is now, therefore;

RESOLVED BY THE BUTTS COUNTY BOARD OF COMMISSIONERS AS FOLLOWS:

- Approve.** The Butts County Board of Commissioners approves this Resolution
- Authorization.** The Board of Commissioners hereby authorizes the Chairman to execute the contract through authorized staff and to sign all documents associated with the assigning of this project, and;
- Recordation.** County Staff is hereby directed to record this Resolution in the official Book of Resolutions in use at the time of this Resolution as referenced in the Minutes of the Board of Commissioners, and;
- Severability.** To the extent that any portion of any related Agreement, Contracts and this Resolution is declared to be invalid, unenforceable, or nonbinding, that said invalidation shall not affect the remaining portions of this Resolution.
- Repeal of Conflicting Provisions.** All County resolutions are hereby repealed to the extent that they are in conflict with this Resolution.
- Effective Date.** This Resolution shall take effect immediately.

Approved in Session this 27th Day of April

Chairman Joe Brown

A handwritten signature in black ink, appearing to read "J. Michael Brewer".

J. Michael Brewer, Deputy County Manager
Attesting





INSTRUCTIONS: THIS FORM SHOULD BE FILLED OUT BY THE DEPARTMENT HEAD WHO IS RESPONSIBLE FOR ALL INFORMATION THROUGH SECTION 440-A AND 440-B, AND SUBMITTED TO THE BOC OFFICE FOR PROCESSING. INCOMPLETE FORMS OR REQUESTS THAT ARE UNCLEAR MAY RESULT IN UNAVOIDABLE DELAYS IN SCHEDULING OR COMPLETION. ALL SUPPORTING DOCUMENTATION SHALL BE SUBMITTED ALONG WITH THIS FORM. YELLOW FOLDER DOCKET PREP SHALL BE HELD THE TUESDAY BEFORE THE BOC MEETING AT 10:00 AM. SUBMIT AN INDIVIDUAL FORM FOR EACH SEPARATE REQUEST FOR PLACEMENT ON THE DOCKET. YOU MUST PARTICIPATE IN YELLOW FOLDER MEETINGS IF YOU HAVE ITEMS GOING BEFORE THE BOC.

PLEASE FILL OUT THE FOLLOWING INFORMATION:

DATE: 4/15/2026

FROM: Joey Lowe
DEPARTMENT MANAGER OR EXECUTIVE SUBMITTING ITEM(S)

DEPT: Public Works

MEETING DATE: 4/27/2026
DATE OF BOC MEETING DESIRED FOR PRESENTATION

DESCRIPTION OF ITEM TO BE PLACED ON DOCKET

Board approval to hire South east paving for the Rec parking lot

paving project totaling \$234,353

Joey Lowe
Digitally signed by Joey Lowe
Date: 2026.04.15 13:00:18 -04'00'
Signature of County Official Submitting Request

FORM 440 REQUEST FOR DOCKET PLACEMENT

440-A FISCAL CONSIDERATIONS (CHECK ALL THAT APPLY)

(The item is budgeted in one or more of the following funding centers)

- | | |
|--|-------------------------------|
| ☐ General Fund | Dollar Amount: _____ |
| ☒ SPLOST | Dollar Amount: <u>134,353</u> |
| ☐ Grants Funding | Dollar Amount: _____ |
| ☐ Enterprise Funds | Dollar Amount: _____ |
| ☒ Other Funds Source | Dollar Amount: <u>100,000</u> |
| ☐ The item is not budgeted and will require other funding sources. | |
| ☐ The project is Grant Funded and requires an unfunded _____% match | |

CFO Signature Required if any of the above is checked so submit first to CFO

- ☐ The item has no fiscal impact and requires no approval of funds

440-B DEPARTMENT HEAD RESPONSIBILITIES TO COMPLETE

- | | |
|---|--|
| ☐ 1 ST and 2 ND Readers Required | ☐ Copy of Ad by Department* |
| ☐ Public Hearing Is Required | ☐ PowerPoint Slides Complete* |
| ☒ Contract and/or Documents Included* | ☐ Attorney Review Completed |
| ☒ Resolution Required (Check if Yes) | ☐ Resolution Submitted* |
| ☒ Commission Vote Required | * = Yellow Folder Document |
| ☒ Entered by Department Head or Manager into CivicClerk | |

440-C DOCKET AREA (ASSIGNED BY BOC OFFICE)

- ☐ Budget and Finance (Contracts, Fiscal, Grants, Insurance)
- ☐ Governmental Affairs (Appointments, Legislative, Policy, Governance)
- ☐ Merit System & Personnel (Personnel, Benefits, Human Resources)
- ☐ Planning and Development (Ordinances, Public Hearings, Zoning)
- ☐ Public Safety & Courts (911, EMA, EMS, Fire, Justice, Law, Sheriff)
- ☐ Reports and Information (No Action; Information Items; Recognitions)
- ☐ Transportation and Infrastructure (Facilities and Public Works)
- ☐ Assigned to Consent Agenda for Vote
- ☐ Entered by Department Head or Manager into CivicClerk

Requires Approval of Chief Financial Officer (If Section 440-A Requires)

Electronic Approval with Civic Plus

Final approvals will be handled once submitted electronically with your docket submissions. Please provide this form and a resolution if the item requires board approval, along with supporting documentation uploaded to CivicPlus.



SouthEast Pavement Inc.
581 Hwy 29 S
Newnan, GA 30263
(470) 401-0123

Contact
Jacque Renfro
jacque@sepave.com
(678) 675-8350

Proposal

Estimate ID
TG9C7844-001

Bid date
Mar 30, 2026

Expires
May 29, 2026

Attention
Joey Lowe
Butts County Public Works
625 West Third Street
Suite 4
Jackson, GA 30233
jlowe@buttscounty.org
+114789570659

Project name
Butts County Parks & Rec Upper Parking Lot

Project address
566 Recreation Dr
Jackson, GA 30233

Estimate name
Butts County Parks & Rec Upper Parking Lot

Payment Terms
Due on Completion

Bid Items

Item #1

2" Asphalt Binder Install

Qty	UOM	Line item total
6972	SY	\$114,788.00

Furnish, place, and compact asphalt per thickness and type above
See Project Map in Red

- -A tack coat will be where required over existing surface.
- -The new asphalt will be installed at the above depth using a self-propelled paver spreader box
- -We will roll and compact with a smooth drum roller to achieve a smooth and uniform surface.
- -Department of Transportation approved mix will be installed.
- -We recommend the freshly paved area be kept free of traffic for 12-18 hours to allow the new asphalt time to cure.
- -Contractor does not guarantee against standing/ponding water on lots that are less than 2% grade.
-

Notes

Site preparation to be completed by others. Project area to be at proper grade for asphalt installation at the time of mobilization.

Item #2

1.5" Asphalt Topping Install

Qty	UOM	Line item total
6972	SY	\$95,448.00

Furnish, place, and compact asphalt per thickness and type above
See Project Map in Red

- -A tack coat will be where required over existing surface.
- -The new asphalt will be installed at the above depth using a self-propelled paver spreader box
- -We will roll and compact with a smooth drum roller to achieve a smooth and uniform surface.
- -Department of Transportation approved mix will be installed.
- -We recommend the freshly paved area be kept free of traffic for 12-18 hours to allow the new asphalt time to cure.
- -Contractor does not guarantee against standing/ponding water on lots that are less than 2% grade.
-

Item #3

Striping (Layout)

Qty	UOM	Line item total
6972	SY	\$3,625.00

Price Includes:

Stalls - See project map in RED

ADA / Logos - 5

Directional Arrows: 8

Hatching

Stop Bar - 1

Striping includes all affected surfaces:

- -Contractor to use DOT approved traffic paint and professional stencils and equipment to perform work.
- -Thermoplastic material is not included in our scope of services.
- -Contractor would layout & stripe as previously existed to crews best effort unless a specific plan is provided by customer prior to projects commencement.
- -Contractor is not responsible for obtaining current ADA, Federal, State, & Local Parking Lot Stripe Codes and or re-designing existing striping layout unless previously discussed and agreed upon.
- -Customer is responsible for having striping area available upon contractor arrival. Any delays or re-mobilizations would result in an additional charge to the customer.

Bid Total:
\$213,861.00

Conditions

Bid Expiration Date

All bid pricing expires/is subject to change 45 days from the receipt of each bid.

Terms and Conditions

- These Terms and Conditions are by and between SouthEast Pavement Inc., and the front-side "Purchaser".
- All stone, asphalt, and concrete depths indicated are to be interpreted as average depths. Actual Asphalt Repair depth regardless of depth specified on the front will only go to the stone base or specified depth whichever is less.
- Drainage is not guaranteed on areas having less than 2% grade.
- If contract is cancelled by Purchaser prior to commencement of work, Purchaser will pay Contractor (20%) of total contract price.
- Unit prices, if specified, provides no guarantee that contractor will perform additions service at same rate.
- All proposals are based on the existence of workable sub-base layer (able to pass a proof roll). It shall not be Contractors responsibility to check sub-base unless it is specified and paid for in the contract. Contractor shall not be responsible for consequences of sub-base deficiency or failures.
- Purchaser shall not prematurely subject the work to any type of traffic; loads in excess of the design capacity before proper cure, or in a manner which may damage the work. Contractor is not responsible for graffiti, tire tracks, animal or human footprints, etc., on finished concrete/asphalt.
- If delays are incurred from circumstances created by the customer, additional mobilization fee of \$2,500.00 per day will be charged to customer.
- Contractor assumes no responsibility for underground utilities. Purchaser is responsible for all damage to existing structures and facilities, including underground facilities, caused by equipment necessary to carry out the work.
- Contractor will not be responsible for construction or material failures or delays in construction caused by any factor beyond its control, including, but not limited to, delays or failures caused by weather, acts of God, delays in transportation, acts of suppliers and subcontractors, acts of the Purchaser, Owner or its separate contractors, fuel or raw material shortages, plant failures, or any other cause beyond its control.
- Unless stated in writing on this proposal, all engineering and testing, subgrade stabilization (undercut), excavation, utilities, adjustment of underground facilities, manholes, water valves, or underground structures, striping, landscaping, permits, bonds, government approvals, damage to existing asphalt and concrete and landscaping shall be Purchaser's sole responsibility. Purchaser agrees to indemnify, protect, and hold Contractor harmless from any and all damages, expenses and attorneys fees suffered or incurred on account of Purchaser's breach of any obligation or covenant of this proposal.
- In the event that Contractor retains an attorney to recover any amount due under this agreement, the Purchaser agrees to pay all attorney fees, court costs and costs of collection incurred by Contractor.
- Purchaser will, prior to Contractor leaving the job site, arrange for an authorized representative or agent of the Purchaser to inspect completed Contractor work in the company of a Contractor representative. Purchasers failure to inspect job site as above will signify acceptance of work performed by Contractor and agreement to pay the bill in full within fifteen (15) days.

Signatures

Accepted By

Butts County Public Works

jlowe@buttscounty.org

+114789570659



Joey Lowe

Submitted By

Jacque Renfroe

jacque@sepave.com

(678) 675-8350

Jacque Renfroe



SouthEast Pavement Inc.
581 Hwy 29 S
Newnan, GA 30263
(470) 401-0123

Contact
Jacque Renfroe
jacque@sepave.com
(678) 675-8350

Proposal

Estimate ID
BDG4R98W-001

Bid date
Mar 30, 2026

Expires
May 29, 2026

Attention
Joey Lowe
Butts County Public Works
625 West Third Street
Suite 4
Jackson, GA 30233
jlowe@buttscounty.org
+114789570659

Project name
Butts County Park & Rec Walking Path

Project address
566 Recreation Dr
Jackson, GA 30233

Estimate name
Butts County Park & Rec Walking Path

Payment Terms
Due on Completion

Bid Items

Item #1

2" Asphalt Paving Install

Qty	UOM	Line item total
680	SY	\$20,492.00

Furnish, place, and compact asphalt per thickness and type above
See Project Map in Blue

- -A tack coat will be where required over existing surface.
- -The new asphalt will be installed at the above depth using a self-propelled paver spreader box
- -We will roll and compact with a smooth drum roller to achieve a smooth and uniform surface.
- -Department of Transportation approved mix will be installed.
- -We recommend the freshly paved area be kept free of traffic for 12-18 hours to allow the new asphalt time to cure.
- -Contractor does not guarantee against standing/ponding water on lots that are less than 2% grade.
-

Notes

Site preparation to be completed by others. Project area to be on grade for asphalt installation at the time of mobilization.

Bid Total:
\$20,492.00



Conditions

Bid Expiration Date

All bid pricing expires/is subject to change 45 days from the receipt of each bid.

Terms and Conditions

- These Terms and Conditions are by and between SouthEast Pavement Inc., and the front-side "Purchaser".
- All stone, asphalt, and concrete depths indicated are to be interpreted as average depths. Actual Asphalt Repair depth regardless of depth specified on the front will only go to the stone base or specified depth whichever is less.
- Drainage is not guaranteed on areas having less than 2% grade.
- If contract is cancelled by Purchaser prior to commencement of work, Purchaser will pay Contractor (20%) of total contract price.
- Unit prices, if specified, provides no guarantee that contractor will perform additions service at same rate.
- All proposals are based on the existence of workable sub-base layer (able to pass a proof roll). It shall not be Contractors responsibility to check sub-base unless it is specified and paid for in the contract. Contractor shall not be responsible for consequences of sub-base deficiency or failures.
- Purchaser shall not prematurely subject the work to any type of traffic; loads in excess of the design capacity before proper cure, or in a manner which may damage the work. Contractor is not responsible for graffiti, tire tracks, animal or human footprints, etc., on finished concrete/asphalt.
- If delays are incurred from circumstances created by the customer, additional mobilization fee of \$2,500.00 per day will be charged to customer.
- Contractor assumes no responsibility for underground utilities. Purchaser is responsible for all damage to existing structures and facilities, including underground facilities, caused by equipment necessary to carry out the work.
- Contractor will not be responsible for construction or material failures or delays in construction caused by any factor beyond its control, including, but not limited to, delays or failures caused by weather, acts of God, delays in transportation, acts of suppliers and subcontractors, acts of the Purchaser, Owner or its separate contractors, fuel or raw material shortages, plant failures, or any other cause beyond its control.
- Unless stated in writing on this proposal, all engineering and testing, subgrade stabilization (undercut), excavation, utilities, adjustment of underground facilities, manholes, water valves, or underground structures, striping, landscaping, permits, bonds, government approvals, damage to existing asphalt and concrete and landscaping shall be Purchaser's sole responsibility. Purchaser agrees to indemnify, protect, and hold Contractor harmless from any and all damages, expenses and attorneys fees suffered or incurred on account of Purchaser's breach of any obligation or covenant of this proposal.
- In the event that Contractor retains an attorney to recover any amount due under this agreement, the Purchaser agrees to pay all attorney fees, court costs and costs of collection incurred by Contractor.
- Purchaser will, prior to Contractor leaving the job site, arrange for an authorized representative or agent of the Purchaser to inspect completed Contractor work in the company of a Contractor representative. Purchaser's failure to inspect job site as above will signify acceptance of work performed by Contractor and agreement to pay the bill in full within fifteen (15) days.

Signatures

Accepted By

Butts County Public Works

jlowe@buttscounty.org

+114789570659



Joey Lowe

Submitted By

Jacque Renfroe

jacque@sepave.com

(678) 675-8350



Jacque Renfroe

Butts Park & Rec

6.972 SY
Asphalt Install
New Layout Striping

Legend





**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF BUTTS COUNTY TO
AUTHORIZE HIRING SOUTHEAST PAVING FOR RECREATION PARKING LOT REPAIRS;
TO AUTHORIZE THE CHAIR TO SIGN THE RESOLUTION; AND FOR OTHER PURPOSES.**

WHEREAS, Butts County is a duly created and validly existing political subdivision of the State of Georgia under the Constitution and laws of the state of Georgia, governed by the Butts County Board of Commissioners, who is the governing authority of the County, elected by the voters of Butts County and vested with fiscal and legislative responsibilities necessary to provide for the managing of the affairs of the County government, as well as the health, safety and welfare of the citizens of Butts County, and;

WHEREAS, the Butts County Board of Commissioners wishes award a bid for services and hire Southeast Paving Company in the amount of \$234,353.00 to be paid for from SPLOST and other funds ; and

WHEREAS, the Butts County Board of Commissioners in the exercise of their sound judgment and discretion, after giving thorough consideration to all implications involved, and keeping in mind the public interest and welfare of the citizen of the County, have determined that authorizing this Resolution would be advantageous to and would best benefit the citizens of the County; it is now, therefore;

RESOLVED BY THE BUTTS COUNTY BOARD OF COMMISSIONERS AS FOLLOWS:

- Approve.** The Butts County Board of Commissioners approves this Resolution
- Authorization.** The Board of Commissioners hereby authorizes the Chairman to execute the contract through authorized staff and to sign all documents associated with the assigning of this project, and;
- Recordation.** County Staff is hereby directed to record this Resolution in the official Book of Resolutions in use at the time of this Resolution as referenced in the Minutes of the Board of Commissioners, and;
- Severability.** To the extent that any portion of any related Agreement, Contracts and this Resolution is declared to be invalid, unenforceable, or nonbinding, that said invalidation shall not affect the remaining portions of this Resolution.
- Repeal of Conflicting Provisions.** All County resolutions are hereby repealed to the extent that they are in conflict with this Resolution.
- Effective Date.** This Resolution shall take effect immediately.

Approved in Session this 27th Day of April

Chairman Joe Brown

A handwritten signature in black ink, appearing to read "J. Michael Brewer".

J. Michael Brewer, Deputy County Manager
Attesting



**FORM 440 REQUEST FOR DOCKET PLACEMENT****440-A FISCAL CONSIDERATIONS (CHECK ALL THAT APPLY)**

(The item is budgeted in one or more of the following funding centers)

- | | |
|--|-------------------------------|
| ☐ General Fund | Dollar Amount: _____ |
| ☒ SPLOST | Dollar Amount: \$3,000,000.00 |
| ☐ Grants Funding | Dollar Amount: _____ |
| ☐ Enterprise Funds | Dollar Amount: _____ |
| ☐ Other Funds Source | Dollar Amount: _____ |
| ☐ The item is not budgeted and will require other funding sources. | |
| ☐ The project is Grant Funded and requires an unfunded _____% match | |

CFO Signature Required if any of the above is checked so submit first to CFO

- ☐
- The item has no fiscal impact and requires no approval of funds

440-B DEPARTMENT HEAD RESPONSIBILITIES TO COMPLETE

- | | |
|---|---|
| ☐ 1 ST and 2 ND Readers Required | ☐ Copy of Ad by Department* |
| ☐ Public Hearing Is Required | ☐ PowerPoint Slides Complete* |
| ☐ Contract and/or Documents Included* | ☐ Attorney Review Completed |
| ☒ Resolution Required (Check if Yes) | ☒ Resolution Submitted* |
| ☐ Commission Vote Required | * = Yellow Folder Document |
| ☒ Entered by Department Head or Manager into CivicClerk | |

440-C DOCKET AREA (ASSIGNED BY BOC OFFICE)

- ☒ Budget and Finance (Contracts, Fiscal, Grants, Insurance)
- ☐ Governmental Affairs (Appointments, Legislative, Policy, Governance)
- ☐ Merit System & Personnel (Personnel, Benefits, Human Resources)
- ☐ Planning and Development (Ordinances, Public Hearings, Zoning)
- ☐ Public Safety & Courts (911, EMA, EMS, Fire, Justice, Law, Sheriff)
- ☐ Reports and Information (No Action; Information Items; Recognitions)
- ☐ Transportation and Infrastructure (Facilities and Public Works)
- ☐ Workshop Item Only
- ☐ Assigned to Consent Agenda for Vote

- ☒ Entered by Department Head or Manager into CivicClerk

- ☐ Requires Approval of Chief Financial Officer (If Section 440-A Requires)

Electronic Approval with Civic Plus

Final approvals will be handled once submitted electronically with your docket submissions. Please provide this form and a resolution if the item requires board approval, along with supporting documentation uploaded to CivicPlus.

INSTRUCTIONS: THIS FORM SHOULD BE FILLED OUT BY THE DEPARTMENT HEAD WHO IS RESPONSIBLE FOR ALL INFORMATION THROUGH SECTION 440-A AND 440-B, AND SUBMITTED TO THE BOC OFFICE FOR PROCESSING. INCOMPLETE FORMS OR REQUESTS THAT ARE UNCLEAR MAY RESULT IN UNAVOIDABLE DELAYS IN SCHEDULING OR COMPLETION. ALL SUPPORTING DOCUMENTATION SHALL BE SUBMITTED ALONG WITH THIS FORM. YELLOW FOLDER DOCKET PREP SHALL BE HELD THE TUESDAY BEFORE THE BOC MEETING AT 10:00 AM. SUBMIT AN INDIVIDUAL FORM FOR EACH SEPARATE REQUEST FOR PLACEMENT ON THE DOCKET. YOU MUST PARTICIPATE IN YELLOW FOLDER MEETINGS IF YOU HAVE ITEMS GOING BEFORE THE BOC.

PLEASE FILL OUT THE FOLLOWING INFORMATION:**DATE:** April 27, 2026**FROM:** J. Michael Brewer
DEPARTMENT MANAGER OR EXECUTIVE SUBMITTING ITEM(S)**DEPT:** Administration**MEETING DATE:** April 27, 2026
DATE OF BOC MEETING DESIRED FOR PRESENTATION**DESCRIPTION OF ITEM TO BE PLACED ON DOCKET**

Authorizing the transmittal of \$3,000,000.00 in SPLOST funding to GDOT for bypass.

/s/ J. Michael Brewer, Deputy County Manager

Signature of County Official Submitting Request



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

2/20/2026

PI No. 0020746, Butts County
JACKSON BYPASS FROM SR 36 TO SR 16 – SCOPING ONLY

Chairman Joe Brown – District 3
Butts County Board of Commissioners
625 West 3rd Street
Jackson, Georgia 30233
Attention: Brad Johnson

Dear Chairman Brown:

Attached is the Memorandum of Agreement (MOA) detailing the funding contribution/commitment for Butts County Board of Commissions for the above referenced project.

Please review the attached agreement and if satisfactory, execute the agreement within the Contract Authorization Tracking System (CATS) using the DocuSign® electronic signature system. Once the agreement has been fully executed by the Georgia Department of Transportation, Butts County will receive a notification from CATS that an electronic copy of the executed agreement is available and can be downloaded for your project file.

If you have any questions about items contained in this agreement, please contact the Project Manager, Michael Hamilton, at (404) 631-1780.

Sincerely,

Kimberly W. Nesbitt
State Program Delivery Administrator

KWN:CCB:CMD:MVH
Attachment(s)

cc: Albert V. Shelby, III, Director of Program Delivery
Tyler Peek, P.E., District 3 Engineer
Adam Smith, District 3 Preconstruction Engineer
Harland Smith, District 3 Planning & Programming Liaison
Commissioner Russ Crumbley – Dist. 5, Butts County Board of Commissioners

**MEMORANDUM OF AGREEMENT
BY AND BETWEEN
GEORGIA DEPARTMENT OF TRANSPORTATION
AND
BUTTS COUNTY BOARD OF COMMISSIONERS
FOR**

PROJECT ID NUMBER: 0020746

**PROJECT DESCRIPTION: JACKSON BYPASS FROM SR 36 TO SR 16 – SCOPING
ONLY**

This Memorandum of Agreement (“Agreement”) is made and entered into on _____ (the “Effective Date”) by and between the GEORGIA DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia (hereinafter called the “DEPARTMENT” or “GDOT”), and Butts County Board of Commissioners, Georgia, acting by and through its Board of Commissioners (hereinafter called the “LOCAL GOVERNMENT”). The DEPARTMENT and LOCAL GOVERNMENT may sometimes be referred to individually as the “PARTY” and collectively as the “PARTIES”.

WHEREAS, PI No. 0020746, JACKSON BYPASS FROM SR 36 TO SR 16 – SCOPING ONLY, (hereinafter called “PROJECT”) has been added to the Statewide Transportation Improvement Plan; and

WHEREAS, the LOCAL GOVERNMENT has agreed to pay the amount of Three Million Dollars and 00/100 (\$3,000,000.00) toward the PROJECT (hereinafter called “Local Match”), which is reflected in **Exhibit A – Project Budget**; and

WHEREAS, the DEPARTMENT and the LOCAL GOVERNMENT have mutually agreed to cooperate for this undertaking, with the DEPARTMENT serving as the PROJECT sponsor; and

WHEREAS, the PARTIES have each found and determined that the undertaking contemplated herein is in their mutual interest and in the best interest of and for the benefit of the State of Georgia and the traveling public; and

WHEREAS, the Constitution authorizes intergovernmental agreements whereby state and local entities may contract with one another “for joint services, for the provision of services, or for the joint or separate use of facilities or equipment; but such contracts must deal with activities, services or facilities which the parties are authorized by law to undertake or provide.” Ga. Constitution Article IX, §III, ¶I(a).

NOW THEREFORE, in consideration of the mutual promises made and of the benefits to flow from one to the other, the DEPARTMENT and the LOCAL GOVERNMENT hereby agree each with the other as follows:

1. The above “Whereas” clauses are hereby incorporated by reference as though fully set forth herein.
2. **SCOPE.**
 - 2.1. The Local Match will be used to perform design and oversight activities related to project’s scoping study and development.
3. **TERM.**
 - 3.1. The duration of this Agreement shall commence on the Effective Date and shall expire **Nine Hundred Seventy-Four** (974) days therefrom (the “Term”).
 - 3.2. Both the LOCAL GOVERNMENT and the DEPARTMENT hereby acknowledge that time is of the essence.
4. **PAYMENT BY THE LOCAL GOVERNMENT TO THE DEPARTMENT**
 - 4.1. The LOCAL GOVERNMENT shall be responsible for contributing funding for the PROJECT in the amount of Three Million Dollars and 00/100 \$(3,000,000.00), as established in **Exhibit A – Project Budget**.
 - 4.2. The LOCAL GOVERNMENT shall be responsible for providing payment of the Local Match to the DEPARTMENT within **One Hundred Eighty** (180) days from the Effective Date of this Agreement.
 - 4.3. All payments by the LOCAL GOVERNMENT to the DEPARTMENT shall be sent as follows:

For payments made by check:
Georgia Department of Transportation
P.O. Box 932764
Atlanta, GA 31193-2764

For payments made by ACH:
Bank Routing (ABA) # 121000248
Account # 29794840000000007
 - 4.4. Reserved.
 - 4.5. If there is an unused balance after completion of all PROJECT activities and tasks, then pending a final audit by the DEPARTMENT, the remainder will be refunded to the LOCAL GOVERNMENT.
 - 4.6. The DEPARTMENT reserves the right to cancel the PROJECT at any time, in its sole discretion, by written notice to the LOCAL GOVERNMENT. In the event the PROJECT is cancelled, any remainder of the funding contribution will be refunded to the LOCAL GOVERNMENT.
5. **TERMINATION.** Either PARTY may terminate this Agreement for cause or upon mutual consent of the PARTIES with thirty (30) days prior written notice provided to the other PARTY.

6. **NOTICES.** Any notices, requests, demands and other communications which may be required hereunder shall be in writing and shall either be e-mailed, mailed or transmitted by either first class United States certified mail, return receipt requested; delivery by carrier or personally delivered to the appropriate party; or e-mail transmission, immediately followed by a telephone call to confirm delivery to:

To the DEPARTMENT:

Georgia Department of Transportation
600 W. Peachtree Street, NW
Atlanta, Georgia 30308
ATTN: **Kimberly W. Nesbitt/State Program Delivery Administrator**
Email: knesbitt@dot.ga.gov

with a copy to:

Georgia Department of Transportation
600 W. Peachtree Street, NW
Atlanta, Georgia 30308
ATTN: **Michael Hamilton/Project Manager**
Email: mhamilton@dot.ga.gov

To the LOCAL GOVERNMENT:

Butts County Board of Commissioners
625 West 3rd Street
Jackson, Georgia 30233
ATTN: **Joe Brown/Chairman**
Email: jbrown@buttscounty.org

with a copy to:

Butts County Board of Commissioners
625 West 3rd Street
Jackson, Georgia 30233
ATTN: **Brad Johnson/County Manager**
Email: bjohnson@buttscounty.org

The date on which such notice is delivered will be deemed the date thereof. Either PARTY may from time to time, by providing five (5) days' prior notice to the other Party in writing, specify a different address to which notices will be sent. Rejection or refusal to accept a notice or inability to deliver a notice because of a changed address of which no notice was given will be deemed a delivery of the notice on the date when postmarked.

7. **COMPLIANCE WITH APPLICABLE LAWS.**

- 7.1. The undersigned, on behalf of the LOCAL GOVERNMENT, certifies that the provisions of Section 45-10-20 through 45-10-28 of the Official Code of Georgia Annotated relating to Conflict of Interest and State employees and officials trading with the State have been complied with in full.

- 7.2. The LOCAL GOVERNMENT has read and understands the regulations for STATE AUDIT REQUIREMENT as stated in **Appendix A** of this Agreement and will comply in full with said provisions of O.C.G.A. § 36-81-7.
- 7.3. By execution of this Agreement, the undersigned certifies on behalf of the LOCAL GOVERNMENT under penalty of law that the LOCAL GOVERNMENT is in compliance with the service delivery strategy law (O.C.G.A. Sec. 36-701 et seq.) and is not debarred from receiving financial assistance from the State of Georgia.
- 7.4. The LOCAL GOVERNMENT acknowledges and agrees that it is, and shall at all times be, in compliance with O.C.G.A. § 50-36-4(b), O.C.G.A. § 35-1-17 et seq., and O.C.G.A. § 36-80-23(b) relating to “Annual Immigration Reporting Requirements/No Sanctuary Policy/Federal Law Enforcement Cooperation” as stated in Appendix B of this Agreement.

8. EXHIBITS AND APPENDICES. The PARTIES acknowledge that the following exhibit(s) and appendix(ices) are hereby incorporated into and made a part of this Agreement as though expressly written herein:

Exhibit A Project Budget

Exhibit B Reserved

Appendix A - Certification of Compliances

Appendix B – Certificate of Compliance with Annual Immigration Reporting Requirements/No Sanctuary Policy/Federal Law Enforcement Cooperation

9. MISCELLANEOUS.

- 9.1. Amendment. No modification of or amendment to this Agreement will be binding on either PARTY hereto unless such modification or amendment will be properly authorized, in writing, properly signed by both PARTIES and incorporated in and by reference made a part hereof.
- 9.2. Governing Law. This Agreement is made and entered into in FULTON COUNTY, GEORGIA, and shall be governed and construed under the laws of the State of Georgia.
- 9.3. Continuity. Each of the provisions of this Agreement will be binding upon and inure to the benefit and detriment of the PARTIES and the successors and assigns of the PARTIES hereto.
- 9.4. Non-Waiver. No failure of any PARTY to exercise any right or power given to such PARTY under this Agreement, or to insist upon strict compliance by another PARTY with the provisions of this Agreement, and no custom or practice of any PARTY at variance with the terms and conditions of this Agreement, will constitute a waiver of any PARTY's right to demand exact and strict compliance by the other PARTY with the terms and conditions of this Agreement.
- 9.5. Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in force and unaffected to the fullest extent permitted by law and regulation.

- 9.6. No Third Party Beneficiaries. Nothing contained herein shall be construed as conferring upon or giving to any person, other than the PARTIES hereto, any rights or benefits under or by reason of this Agreement.
- 9.7. Execution Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
- 9.8. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Agreement.
- 9.9. Interpretation. The PARTIES stipulate that for good business reasons, each has determined to negotiate, and each PARTY has had significant voice in the preparation of this Agreement. Should any provision of this Agreement require judicial interpretation, it is agreed that the Court interpreting or construing it shall not construe the Agreement more strictly against either PARTY because it drafted a particular provision, or the provision was for the PARTY's benefit, or the PARTY enjoyed a superior bargaining position.
- 9.10. Authority/Signature. The individual signing this Agreement on behalf of each PARTY represents that (s)he has the actual authority to sign this Agreement on behalf of such PARTY, and to bind such PARTY to the terms and conditions of this Agreement.
- 9.11. Entire Agreement. This Agreement supersedes all prior negotiations, discussions, statements and agreements between the PARTIES and constitutes the full, complete and entire agreement between the PARTIES with respect hereto. No member, officer, employee or agent of either PARTY has the authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith, amending, supplementing, modifying, adding to, deleting from, or changing the terms and conditions of this Agreement.

**The remainder of this page intentionally left blank.
Signatures are on the following page.**

In Process

IN WITNESS WHEREOF, the DEPARTMENT and the LOCAL GOVERNMENT have caused these presents to be executed under seal by their duly authorized representatives.

**GEORGIA DEPARTMENT OF
TRANSPORTATION**

**BUTTS COUNTY BOARD OF
COMMISSIONERS, Georgia**

BY: _____
Commissioner

BY: _____ (Seal)
Name and Title

This Agreement, approved by the
Butts County Board of Commissioners, on
_____ (date).

Attest:

Treasurer

Attest:

Name and Title

In Process

FEIN: 58-6012659

EXHIBIT A
PROJECT BUDGET

Phase	Approved	Proposed	Lump Yr	Program	Cost	Fund	Status	Date Auth
SCP	2026	2026			\$3,000,000.00	LOC	PRECST	
SCP	2025	2025			\$2,000,000.00	SGF-F	AUTHORIZED	
SCP					COST EST AMTS			
					\$5,000,000.00	STIP AMOUNTS		
					Activity	Cost	Fund	
					SCP	\$0.00	LOC	
					SCP	\$0.00	SGF-F	

In Process

**EXHIBIT B
RESERVED**

In Process

APPENDIX A
CERTIFICATION OF COMPLIANCES

I hereby certify that I am a principal and duly authorized representative of _____ whose address is _____ and it is also certified that:

I. STATE AUDIT REQUIREMENT

The provisions of Section 36-81-7 of the Official Code of Georgia Annotated, relating to the “Requirement of Audits” shall be complied with throughout the Agreement period in full, including but not limited to the following provisions:

- (a) Each unit of local government having a population in excess of 1,500 persons or expenditures of \$550,000.00 or more shall provide for and cause to be made an annual audit of the financial affairs and transactions of all funds and activities of the local government for each fiscal year of the local government.
- (b) The governing authority of each local unit of government not included above shall provide for and cause to be made the audit required not less often than once every two fiscal years.
- (c) The governing authority of each local unit of government having expenditures of less than \$550,000.00 in that government’s most recently ended fiscal year may elect to provide for and cause to be made, in lieu of the biennial audit, an annual report of agreed upon procedures for that fiscal year.
- (d) A copy of the report and any comments made by the state auditor shall be maintained as a public record for public inspection during the regular working hours at the principal office of the local government. Those units of local government not having a principal office shall provide a notification to the public as to the location of and times during which the public may inspect the report.
- (e) The audits of each local government shall be conducted in accordance with generally accepted government auditing standards.

II. SERVICE DELIVERY STRATEGY REQUIREMENT

The provisions of Section 36-70-20 et seq. of the Official Code of Georgia, relating to the “Coordinated And Comprehensive Planning And Service Delivery By Counties And Municipalities”, as amended, have been complied with throughout the Agreement period.

Date

Signature

APPENDIX B

**CERTIFICATION OF COMPLIANCE WITH
ANNUAL IMMIGRATION REPORTING REQUIREMENTS/
NO SANCTUARY POLICY/FEDERAL LAW ENFORCEMENT COOPERATION**

By executing this document, the undersigned duly authorized representative of the LOCAL GOVERNMENT, certifies that the LOCAL GOVERNMENT:

- 1) has filed a compliant Annual Immigration Compliance Report with the Georgia Department of Audits & Accounts (“GDA&A”) for the preceding calendar year required by O.C.G.A. § 50-36-4(b), or has been issued a written exemption from GDA&A from doing so;
- 2) has not enacted a “Sanctuary Policy” in violation of O.C.G.A. § 36-80-23(b); and,
- 3) is in compliance with O.C.G.A. §§ 35-1-17 *et seq.* regarding its obligation to cooperate with federal immigration enforcement authorities to deter the presence of criminal illegal aliens.

As an ongoing condition to receiving funding from the Georgia Department of Transportation, the LOCAL GOVERNMENT shall continue to remain fully compliant with O.C.G.A. §§ 50-36-4, 36-80-23 and 35-1-17 *et seq.* for the duration of time the subject agreement is in effect.

Signature of Authorized Officer or Agent

Printed Name of Authorized Officer or Agent

Title of Authorized Officer or Agent

Date

Certificate Of Completion

Envelope Id: 3A37EBF0-242B-4BF0-81FD-C40A8B84EE7D

Status: Sent

Subject: 48400-425-REOPD2601692/BUTTS COUNTY

Source Envelope:

Document Pages: 12

Signatures: 0

Certificate Pages: 5

Initials: 0

AutoNav: Enabled

Envelopeld Stamping: Enabled

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:

GDOT DocuSign Admin

600 W Peachtree St, NW

Atlanta, GA 30308

gdot_contracts@dot.ga.gov

IP Address: 143.100.53.13

Record Tracking

Status: Original

2/25/2026 10:11:26 AM

Holder: GDOT DocuSign Admin

gdot_contracts@dot.ga.gov

Location: DocuSign

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Georgia Department of Transportation

Location: Docusign

Signer Events

Signature

Timestamp

Joe Brown

jbrown@buttscounty.org

Security Level: Email, Account Authentication
(None)

Sent: 2/25/2026 10:32:02 AM

Electronic Record and Signature Disclosure:

Accepted: 6/26/2025 7:24:21 PM

ID: 41ae0327-2309-4934-a06a-c060a5d3a450

Rhonda Blissit

rblissit@buttscounty.org

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Russell R McMurry

catscommissioner@dot.ga.gov

Security Level: In Session

Electronic Record and Signature Disclosure:

Accepted: 7/26/2021 12:44:29 PM

ID: 300af4e1-68da-47c5-887e-c649aaedd680

Angela O. Whitworth

catstreasurerattest@dot.ga.gov

Security Level: In Session

Electronic Record and Signature Disclosure:

Not Offered via Docusign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/25/2026 10:32:02 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

In Process

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Georgia Department of Transportation (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Georgia Department of Transportation:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: gdot_contracts@dot.ga.gov

To advise Georgia Department of Transportation of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at gdot_contracts@dot.ga.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from Georgia Department of Transportation

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to gdot_contracts@dot.ga.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Georgia Department of Transportation

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to gdot_contracts@dot.ga.gov and in the body of such request you must state your e-mail, full name, US Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	•Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Georgia Department of Transportation as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Georgia Department of Transportation during the course of my relationship with you.

In Process



A RESOLUTION OF THE BOARD OF COMMISSIONERS OF BUTTS COUNTY TO RELEASE FUNDS TO THE GEORGIA DEPARTMENT OF TRANSPORTATION FOR BYPASS RELATED WORK; TO AUTHORIZE THE CHAIR TO SIGN THE RESOLUTION; AND FOR OTHER PURPOSES.

WHEREAS, Butts County is a duly created and validly existing political subdivision of the State of Georgia under the Constitution and laws of the state of Georgia, governed by the Butts County Board of Commissioners, who is the governing authority of the County, elected by the voters of Butts County and vested with fiscal and legislative responsibilities necessary to provide for the managing of the affairs of the County government, as well as the health, safety and welfare of the citizens of Butts County, and;

WHEREAS, the voters of Butts County did authorize through a referendum the Special Purpose Local Option Sales Tax Series 8 program, which included a provision to provide \$3,000,000.00 in unbonded SPLOST proceeds to the Georgia Department of Transportation for scoping work related to a future bypass project, and now wishes to authorize the transmittal of said funds and the Chairman to sign all related documents or delegate to appropriate staff; and

WHEREAS, the Butts County Board of Commissioners in the exercise of their sound judgment and discretion, after giving thorough consideration to all implications involved, and keeping in mind the public interest and welfare of the citizen of the County, have determined that authorizing this Resolution would be advantageous to and would best benefit the citizens of the County; it is now, therefore;

RESOLVED BY THE BUTTS COUNTY BOARD OF COMMISSIONERS AS FOLLOWS:

- Approve.** The Butts County Board of Commissioners approves this Resolution
- Authorization.** The Board of Commissioners hereby authorizes the Chairman to execute the contract through authorized staff and to sign all documents associated with the assigning of this project, and;
- Recordation.** County Staff is hereby directed to record this Resolution in the official Book of Resolutions in use at the time of this Resolution as referenced in the Minutes of the Board of Commissioners, and;
- Severability.** To the extent that any portion of any related Agreement, Contracts and this Resolution is declared to be invalid, unenforceable, or nonbinding, that said invalidation shall not affect the remaining portions of this Resolution.
- Repeal of Conflicting Provisions.** All County resolutions are hereby repealed to the extent that they are in conflict with this Resolution.
- Effective Date.** This Resolution shall take effect immediately.

Approved in Session this 27th Day of April

Chairman Joe Brown

A handwritten signature in black ink, appearing to read "J. Michael Brewer".

J. Michael Brewer, Deputy County Manager
Attesting





INSTRUCTIONS: THIS FORM SHOULD BE COMPLETELY FILLED OUT AND SUBMITTED TO THE CLERK OF THE COUNTY FOR PROCESSING. INCOMPLETE FORMS OR REQUESTS THAT ARE UNCLEAR MAY RESULT IN UNAVOIDABLE DELAYS IN SCHEDULING OR COMPLETION. ALL SUPPORTING DOCUMENTATION SHALL BE SUBMITTED ALONG WITH THIS FORM FOR APPROVAL BY THE FRIDAY BEFORE DOCKET PREP SESSION. DOCKET PREP SHALL BE HELD THE MONDAY BEFORE THE BOC MEETING AT 10:00 AM. SUBMIT AN INDIVIDUAL FORM FOR EACH SEPARATE REQUEST FOR PLACEMENT ON THE DOCKET. YOU MUST PARTICIPATE IN DOCKET PREPARATION MEETING IF YOU HAVE ITEMS ON IT.

PLEASE FILL OUT THE FOLLOWING INFORMATION:

DATE: 04/17/2026

Date Completed and Submitted

FROM: Sharon Robinson

DEPARTMENT MANAGER OR EXECUTIVE SUBMITTING ITEM(S)

DEPT: Administration

EMAIL: srobinson@buttscounty.org

PHONE: 770-775-8200

DATE: 04/27/2026

DATE OF COMMISSION MEETING DESIRED FOR PRESENTATION

DESCRIPTION OF ITEM TO BE PLACED ON DOCKET

Employee Recognition:
Mr. Donald Pelt will be recognized for his 20 Years of Service with the Butts County Board of Commissioners.

FORM 440 REQUEST FOR DOCKET PLACEMENT

FISCAL CONSIDERATIONS (Check all that apply if applicable)

(The item is budgeted in one or more of the following funding centers)

☐ General Fund Dollar Amount: _____

☐ SPLOST Dollar Amount: _____

☐ Grants Funding Dollar Amount: _____

☐ Enterprise Funds Dollar Amount: _____

Other Funds Source Dollar Amount: _____

☐ The item is not budgeted and will require use of Fund Balance

☐ The project is Grant Funded and requires an unfunded _____% match

CFO Signature Required if any of the above is checked so submit first to CFO

☐ The item has no fiscal impact and requires no approval of funds

LEGAL REQUIREMENTS (Check all that apply)

☐ 1ST and 2ND Readers Required ☐ Advertised as Required

☐ Public Hearing Required ☐ Advertised as Required

☐ County Attorney Review Required ☐ Attorney Has Reviewed

☐ Commission Vote Required ☐ Submittal to MuniCode

DOCKET AREA (Assigned by Clerk of County)

☐ Budget and Finance (Contracts, Fiscal, Grants, Insurance)

☐ Governmental Affairs (Appointments, Legislative, Policy, Resolutions)

☐ Merit System & Personnel (Personnel, Benefits, Human Resources)

☐ Planning and Development (Ordinances, Public Hearings, Zoning)

☐ Public Affairs (Awards, Proclamations, Service Awards)

Public Safety & Courts (911, EMA, EMS, Fire, Justice, Law, Sheriff)

☐ Reports and Information (No Action; Information Items Only)

☐ Transportation and Infrastructure (Facilities and Public Works)

Docket Number Assigned: _____

Date Submitted: 04/20/2026

Approval of Chief Financial Officer if Fiscal Impact

Date Approved: _____/_____/_____

Approved for Docket Placement by Clerk of County

Date Approved: _____/_____/_____

Authorized by County Manager

Date Approved: _____/_____/_____



INSTRUCTIONS: THIS FORM SHOULD BE FILLED OUT BY THE DEPARTMENT HEAD WHO IS RESPONSIBLE FOR ALL INFORMATION THROUGH SECTION 440-A AND 440-B, AND SUBMITTED TO THE BOC OFFICE FOR PROCESSING. INCOMPLETE FORMS OR REQUESTS THAT ARE UNCLEAR MAY RESULT IN UNAVOIDABLE DELAYS IN SCHEDULING OR COMPLETION. **ALL SUPPORTING DOCUMENTATION** SHALL BE SUBMITTED ALONG WITH THIS FORM. YELLOW FOLDER DOCKET PREP SHALL BE HELD THE TUESDAY BEFORE THE BOC MEETING AT 10:00 AM. SUBMIT AN INDIVIDUAL FORM FOR EACH SEPARATE REQUEST FOR PLACEMENT ON THE DOCKET. YOU MUST PARTICIPATE IN YELLOW FOLDER MEETINGS IF YOU HAVE ITEMS GOING BEFORE THE BOC.

PLEASE FILL OUT THE FOLLOWING INFORMATION:

DATE: 04-16-2026

FROM: Morgan Morris
DEPARTMENT MANAGER OR EXECUTIVE SUBMITTING ITEM(S)

DEPT: Communications

MEETING DATE: 04-27-2026
DATE OF BOC MEETING DESIRED FOR PRESENTATION

DESCRIPTION OF ITEM TO BE PLACED ON DOCKET

This is the presentation of the completed quarter one

departmental report for 2026.

Morgan Morris
Signature of County Official Submitting Request

FORM 440 REQUEST FOR DOCKET PLACEMENT

440-A FISCAL CONSIDERATIONS (CHECK ALL THAT APPLY)

(The item is budgeted in one or more of the following funding centers)

- | | |
|---|----------------------|
| ☐ General Fund | Dollar Amount: _____ |
| ☐ SPLOST | Dollar Amount: _____ |
| ☐ Grants Funding | Dollar Amount: _____ |
| ☐ Enterprise Funds | Dollar Amount: _____ |
| ☐ Other Funds Source | Dollar Amount: _____ |
| ☐ The item is not budgeted and will require other funding sources. | |
| ☐ The project is Grant Funded and requires an unfunded _____ % match | |

CFO Signature Required if any of the above is checked so submit first to CFO

☒ The item has no fiscal impact and requires no approval of funds

440-B DEPARTMENT HEAD RESPONSIBILITIES TO COMPLETE

- | | |
|--|--|
| ☐ 1 st and 2 nd Readers Required | ☐ Copy of Ad by Department* |
| ☐ Public Hearing Is Required | ☐ PowerPoint Slides Complete* |
| ☐ Contract and/or Documents Included* | ☐ Attorney Review Completed |
| ☐ Resolution Required (Check if Yes) | ☐ Resolution Submitted* |
| ☐ Commission Vote Required | * = Yellow Folder Document |
| ☐ Entered by Department Head or Manager into CivicClerk | |

440-C DOCKET AREA (ASSIGNED BY BOC OFFICE)

- ☐ Budget and Finance (Contracts, Fiscal, Grants, Insurance)
- ☐ Governmental Affairs (Appointments, Legislative, Policy, Governance)
- ☐ Merit System & Personnel (Personnel, Benefits, Human Resources)
- ☐ Planning and Development (Ordinances, Public Hearings, Zoning)
- ☐ Public Safety & Courts (911, EMA, EMS, Fire, Justice, Law, Sheriff)
- ☐ Reports and Information (No Action; Information Items; Recognitions)
- ☐ Transportation and Infrastructure (Facilities and Public Works)
- ☐ Assigned to Consent Agenda for Vote

☐ Entered by Department Head or Manager into CivicClerk

☐ Requires Approval of Chief Financial Officer (If Section 440-A Requires)

Electronic Approval with Civic Plus

Final approvals will be handled once submitted electronically with your docket submissions. Please provide this form and a resolution if the item requires board approval, along with supporting documentation uploaded to CivicPlus.