



LOWNDES COUNTY BOARD OF COMMISSIONERS
PROPOSED AGENDA
WORK SESSION, MONDAY, SEPTEMBER 23, 2019, 8:30 AM
REGULAR SESSION, TUESDAY, SEPTEMBER 24, 2019, 5:30 PM
327 N. Ashley Street - 2nd Floor

1. Call To Order

2. Invocation

3. Pledge Of Allegiance To The Flag

4. Award Presentation - Certificate of Achievement for Excellence in Financial Reporting has been awarded to Lowndes County by GFOA for its Comprehensive Annual Financial Report

5. Minutes For Approval

- a. Work Session - September 9, 2019 & Regular Session - September 10, 2019

Recommended Action: Approve

Documents:

6. For Consideration

- a. Jury Management System for the Lowndes County Clerk of the Court

Recommended Action: Approve

Documents:

- b. Approve Condemning ROW for Howell Lane Paving Project

Recommended Action: Approve

Documents:

- c. Second Modification of GEFA Loan Agreement

Recommended Action: Approve

Documents:

- d. Request for Professional Engineering Services Proposals - Community Development Block Grant

Recommended Action: Board's pleasure

Documents:

7. Bid

- a. Bid for a 1/2 Ton Truck for the Fire Department

Recommended Action: Approve

Documents:

b. Bid for a Breathing Air System for the Fire Department

Recommended Action: Approve

Documents:

8. Reports - County Manager

9. Citizens Wishing To Be Heard - Please State Your Name and Address

10. Adjournment

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Jury Management System for the Lowndes County Clerk of the Court

Work Session/Regular Session

DATE OF MEETING: September 24, 2019

BUDGET IMPACT: \$48,500

FUNDING SOURCE:

- () Annual
- (X) Capital
- () N/A
- () SPLOST
- () TSPLOST

COUNTY ACTION REQUESTED ON: Jury Management System for the Lowndes County Clerk of the Court

HISTORY, FACTS AND ISSUES: For nearly 20 years the Clerk's office has used the RDC to support Jury Summons via a custom application for the AS-400. This service has long ago reached end of life and will reach end of support in December 2019. In addition to this, both the Clerk's office and societal expectations have outgrown this system.

The Clerk's office reviewed 4 systems and have chosen the ICON Jury 360 jury management system.

This quote comes in well below the budgeted amount, is 3rd least expensive of the 4 and was determined to be the best system to fit the needs of Lowndes County.

- OPTIONS: 1. Approve
2. Board's pleasure

RECOMMENDED ACTION: Approve

DEPARTMENT: ITS

DEPARTMENT HEAD: Aaron Kostyu

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:



3453 Lawrenceville-Suwanee Rd., Suite A, Suwanee, Georgia 30024

April 25, 2019

To: Beth Greene, Lowndes County Clerk of Court
Aaron Kostyu, Director of Technology, Lowndes County BOC

On behalf of ICON, Marty, Alissa and I would like to thank you for the opportunity to demonstrate our Jury360 application as part of your search for a jury management system. On the attached page is our cost proposal for the Jury360 and eJuror portal.

If you have any questions or need proposal clarification, do not hesitate to reach out.

We look forward to working with Lowndes County.

Sincerely,

Pete Zambri
Account Manger
Icon Software
Ph: (800) 428-4855
Cell: (770) 314-9756
Email: pzambri@iconsoftware.net



3453 Lawrenceville-Suwanee Rd., Suite A, Suwanee, Georgia 30024

Lowndes County Jury360 and eJuror Cost Proposal

Date: 4/25/2019 Valid until: 9/1/2019

Initial Cost

Software	\$28,000
- Icon Jury360 Licensee Fee	
- Icon eJuror License Fee	
Configuration	\$6,000*
- System and Data Configuration	
Conversion	\$7,000
Implementation	\$7,500**
<hr/>	
Total Initial Cost	\$48,500

*Configuration is estimated to be roughly 24hrs. at a rate of \$250/hr

**Implementation Cost is estimated at 5 days of onsite training and set up at a rate of \$1500/day

Total initial cost is to be paid once and is due at the time services are contracted.

Ongoing Software Maintenance and Support

The first year of support is included in the total initial cost. Beginning in year 2 of the Service Level Agreement and annual fee of \$5,000 for ongoing maintenance and support.

Additional Optional Services

- Jury summons printing and mailing will be available at the of \$.85 per summons.

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Approve Condemning ROW for Howell Lane Paving Project

Work Session/Regular Session

DATE OF MEETING: September 24, 2019

BUDGET IMPACT: \$1,469.00

FUNDING SOURCE:

- Annual
- Capital
- N/A
- SPLOST
- TSPLOST

COUNTY ACTION REQUESTED ON: Approve Condemning ROW for Howell Lane Paving Project

HISTORY, FACTS AND ISSUES: The County needs to acquire 0.05+/- acres of real property owned by Cecelia Carr along Howell Lane for road right of way (as described in the attached Declaration of Taking and Order) and other public purposes. Ms. Carr has not responded to any of the communications from the County Attorney's office regarding acquiring the subject property. To complete the Howell Lane Paving Project, the Commission now needs to condemn the subject property by adopting the attached Resolution approving this condemnation and the attached Declaration of Taking and Order. The Commission approved \$1,489.00 as the "just compensation" purchase price for the subject property at its August 13, 2019 meeting.

OPTIONS: 1. Approve the attached Resolution regarding condemnation of ROW owned by Cecelia Carr for the Howell Lane Paving Project, including the attached Declaration of Taking and Order.
2. Redirect

RECOMMENDED ACTION: Approve

DEPARTMENT: Engineering

DEPARTMENT HEAD: Mike Fletcher

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

RESOLUTION

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF LOWNDES COUNTY SITTING AS THE GOVERNING AUTHORITY OF LOWNDES COUNTY FOR THE PURPOSE OF AUTHORIZING AND APPROVING CONDEMNATION OF CERTAIN REAL PROPERTY OWNED BY CECELIA CARR ALONG HOWELL LANE, LOWNDES COUNTY, GA, FOR RIGHT OF WAY AND OTHER PUBLIC PURPOSES.

WHEREAS, the Board of Commissioners needs to acquire for right of way and other public purposes 0.05+/- acres of real property along Howell Lane, Lowndes County, Georgia owned by Cecelia Carr which property is described on the plat of "County Road Right-of-Way for: Howell Lane" (the "Property") in the attached Declaration of Taking;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Lowndes County, that after review of the attached Declaration of Taking and Order and discussion, the Board of Commissioners (i) approve and adopt the attached Declaration of Taking and Order condemning the Property in fee simple to and for use of the Commission for public use and purpose under the provisions of Article 1 of Chapter 3 of Title 32 of the Official Code of Georgia Annotated for just compensation in the amount of \$1,469.00 (or such other amount as determined by law), (ii) authorize and direct the Office of the County Attorney of Lowndes County to file condemnation proceedings and take other actions required by law regarding the condemnation of the Property, and (iii) authorize Chairman Slaughter, Vice Chairman Wisenbaker, County Manager Joe Pritchard, and County Clerk Paige Dukes, or any of them, to execute the Declaration of Taking and Order on behalf of the Commission together with any and all instruments, pleadings, agreements, and other documents in connection with such condemnation and acquisition of the Property; and

BE IT FURTHER RESOLVED, that the County Manager or his designee and/or the Office of the County Attorney shall on behalf of the Board of Commissioners take such other and further actions as may be necessary or advisable to lawfully acquire, and to so acquire, the Property.

IT IS SO RESOLVED, this _____ day of _____, 2019.

BOARD OF COMMISSIONERS OF LOWNDES COUNTY

BY: _____
Bill Slaughter, Chairman

ATTEST: _____
K. Paige Dukes, Clerk

IN THE SUPERIOR COURT OF LOWNDES COUNTY

STATE OF GEORGIA

**BOARD OF COMMISSIONERS OF
LOWNDES COUNTY, GEORGIA,**

Petitioner,

v.

**CECELIA T. BURKE CARR a/k/a
CECELIA CARR,
and 0.05 acres of land,**

Defendants.

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Civil Action File No. _____

DECLARATION OF TAKING

WHEREAS, the governing authority of Lowndes County, Georgia, has adopted an Order finding that circumstances in connection with acquiring fee simple title to certain lands for right of way in connection with and as an integral part of a public road known and designated as Howell Lane/County Road No. 448, and in particular for “Howell Lane Paving Project” County Road Project ENG2018-03, are such that it is necessary to acquire said fee simple right of way in, over, across, under, through, and upon the lands as fully described in said Order of the Board of Commissioners, a certified copy of which is attached to this Declaration identified as Appendix “A” and made a part hereof, and finding that it is necessary to proceed in this particular case under Article 1 of Chapter 3 of Title 32 of the Official Code of Georgia Annotated; and

WHEREAS, said fee simple right of way is for such public road for public use and purposes, in, over, across, under, through, and upon the tract of land in said County, as fully described in the attachment hereto identified as Appendix “B” to this Declaration and made a part hereof, for the public use and purpose of said County, subject to the Order of the Court provided in O.C.G.A. §32-3-12; and

WHEREAS, a plat showing the lands taken is attached as Exhibit 1 to Appendix B to this

Declaration; and

WHEREAS, the Board of Commissioners of Lowndes County has caused an investigation and report to be made by a competent land appraiser, upon which to estimate the sum of money to be deposited in the Court as just and adequate compensation for the fee simple right of way above referred to, a sworn copy of the appraiser's statement being attached hereto identified as Appendix "C" to this Declaration and made a part hereof; and

WHEREAS, in consequence of the sworn statement, Appendix "C" to this Declaration, the Board of Commissioners of Lowndes County estimates \$1,469.00 as the just and adequate compensation to be paid for said fee simple right of way, as fully described in Appendix "A" to this Declaration, attached hereto, said sum to be deposited in the Court, to the use of the persons entitled thereto;

NOW, THEREFORE, the premises considered, the Board of Commissioners of Lowndes County, under authority of Article 1 of Chapter 3 of Title 32, of the Official Code of Georgia Annotated, hereby declares that the estate and interest in land herein described, is taken in fee simple for use of the Board of Commissioners as a public road as aforesaid for public use and purposes, subject to the order of the court provided for in O.C.G.A. § 32-3-12.

This _____ day of _____, 2019.

BOARD OF COMMISSIONERS OF LOWNDES COUNTY

BY: _____
Bill Slaughter, Chairman

ATTEST: _____
K. Paige Dukes, Clerk

**Appendix A
to Declaration of Taking**

ORDER OF BOARD OF COMMISSIONERS
OF LOWNDES COUNTY

WHEREAS, the Board of Commissioners of Lowndes County has determined and found it necessary to improve, erect, construct, install and lay and thereafter use, operate, inspect, repair and maintain, a public road, and related components and system, known and designated as Howell Lane/County Road No. 448, and in particular for “Howell Lane Paving Project” County Road Project ENG2018-03, said public road being more particularly shown on drawings and specifications on file in the office of the Board of Commissioners of Lowndes County, 327 North Ashley Street, Valdosta, Georgia; and

WHEREAS, in order to maintain the projected schedule of construction of said public road it is necessary that fee simple title to certain lands for right of way therefor be acquired without further delay; and

WHEREAS, the parcel of fee simple right of way and other rights as herein described and as listed below, shown of record as owned by the person named herein, all as described and shown in Annex 1 to this Order hereinafter enumerated, said Annex 1, being by reference made a part of this Order, are necessary and essential for the construction, use and operation of said project for public use and purpose:

Required Fee Simple Right of Way: 0.05 acres (R/W)

Description: see attached Annex 1

Owner of record: Cecelia T. Burke Carr a/k/a Cecelia Carr

NOW, THEREFORE, BE IT ORDERED by the governing authority of Lowndes County and it is hereby ordered by authority of the same, that the circumstances are such that it is

necessary that fee simple right of way as herein described be acquired for said public road for public use and purpose by condemnation under the provisions of Article 1 of Chapter 3 of Title 32 of the Official Code of Georgia Annotated and that it is necessary to proceed in this particular case under said article; and

FURTHER ORDERED that the Board of Commissioners of Lowndes County proceed to acquire fee simple title to said lands herein described by condemnation under said Article 1 of Chapter 3 of Title 32 of said Code, and the office of the County Attorney of Lowndes County is authorized and directed to file condemnation proceedings, including a Declaration of Taking of this Board of Commissioners, to acquire said fee simple right of way in, over, across, under, through, and upon said lands and to deposit in the Court the sum estimated as just compensation, all in accordance with the provisions of said Code; and

IT IS FURTHER ORDERED that the Chairman or the Vice-Chairman, together with the Clerk, of the Board of Commissioners be authorized to execute the said Declaration of Taking of this Board of Commissioners and all allied documents.

SO ORDERED this _____ day of _____, 2019.

BOARD OF COMMISSIONERS OF
LOWNDES COUNTY

BY: _____
Bill Slaughter
Chairman

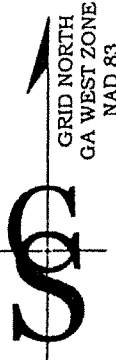
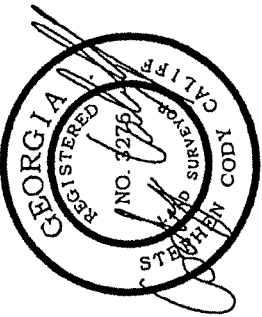
Attest: _____
K. Paige Dukes
Clerk

**ANNEX 1
TO ORDER OF BOARD OF COMMISSIONERS**

To Appendix A Declaration of Taking

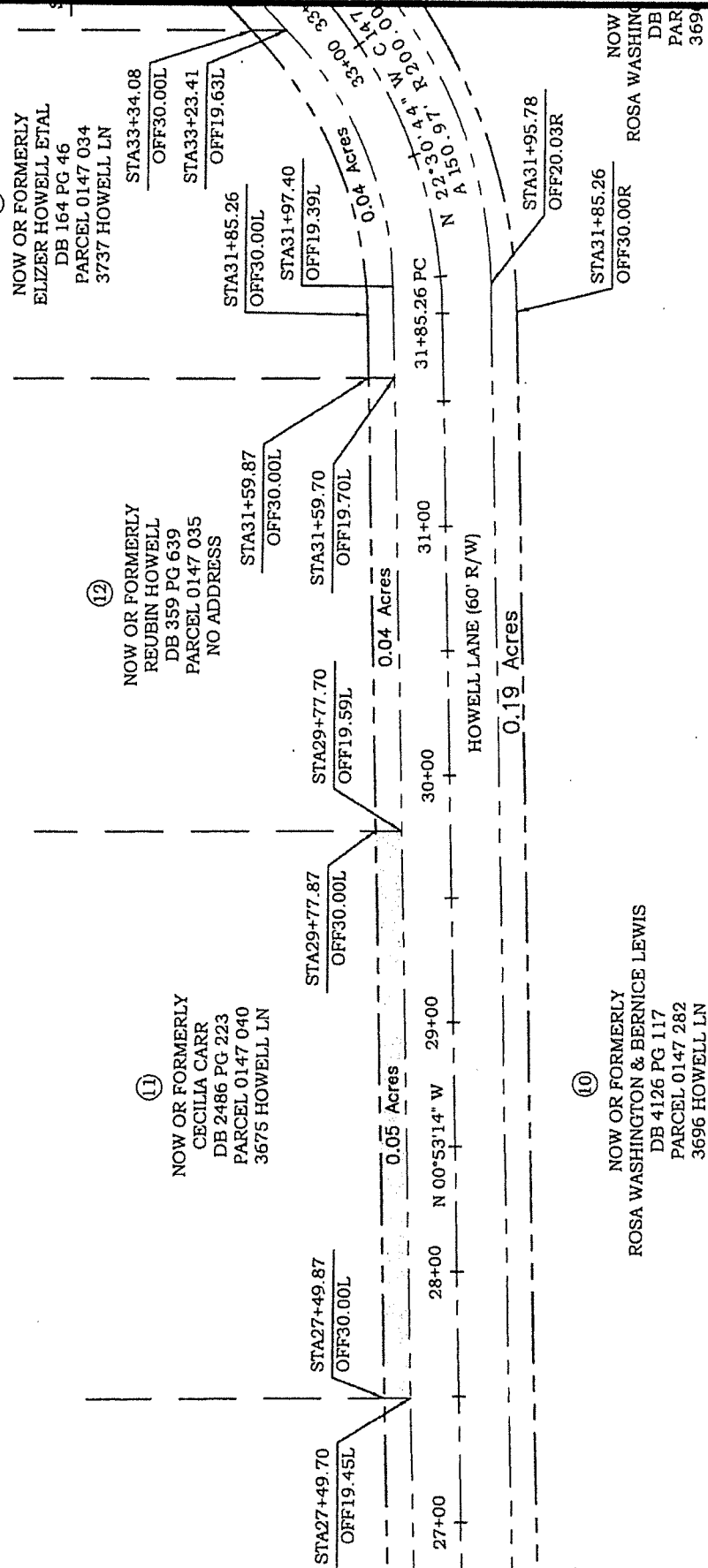
Fee Simple Right of Way

So much of the lands of Defendant, Cecelia T. Burke Carr a/k/a Cecelia Carr, in Land Lot 103 in the 11th Land District of Lowndes County, Georgia as necessary to make a right of way for Howell Lane/County Road No. 448, and in particular for “Howell Lane Paving Project” County Road Project ENG2018-03, such necessary lands of said Defendant totaling 0.05 acres, and being more particularly described and depicted as “0.05 Acres” (also shown as point STA27+49.87 OFF30.00L to STA29+77.87 OFF30.00L to STA29+77.70 OFF19.59L to STA27+49.70 OFF19.45L and back to STA27+49.87 OFF30.00L) on the lands of said Defendant shown on the attached plat “County Road Right-of-Way: Howell Lane,” date revised March 8, 2018, prepared by Stephen Cody Califf, Georgia Registered Land Surveyor, Califf Surveying & Mapping, LLC, on file at the office of the Lowndes County Engineering Department.



GRID NORTH
GA WEST ZONE
NAD 83

PROPOSED RIGHT OF WAY
EXISTING RIGHT OF WAY



REVISED DATE: 3/8/2018

CALIFF SURVEYING & MAPPING, LLC
2661 Old, Statenville Rd
Valdosta, GA 31606
(229) 560-7470
J0711-RW
0147 040

**COUNTY ROAD RIGHT-OF-WAY
FOR: HOWELL LANE**



LOCATED IN
LAND LOT 103
11th LAND DISTRICT
LOWNDES COUNTY, GA
PLAT DATE: 2/8/2018
FIELD SURVEY DATE:
2/1/2018
SCALE 1"=60'

CERTIFICATION

I certify that the foregoing is a true copy of the Order of the Board of Commissioners of Lowndes County of _____, 2019 and that the original of same is a record of the Clerk of Lowndes County.

K. Paige Dukes
Clerk, Lowndes County, Georgia

Date

APPENDIX "B"

to Declaration of Taking

DESCRIPTION OF PROPERTY TAKEN AND STATEMENT OF ESTATE AND INTEREST
TAKEN

Howell Lane/County Road No. 448, and in particular for "Howell Lane Paving Project" County Road Project ENG2018-03

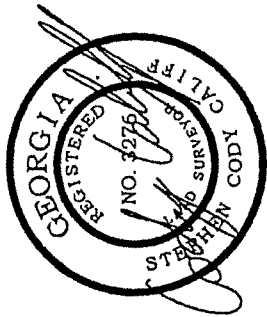
Record Owner: Cecelia T. Burke Carr a/k/a Cecelia Carr

Said Fee Simple Right of Way as described on plat "County Road Right-of-Way for: Howell Lane," date revised March 8, 2018, prepared by Stephen Cody Califf, Georgia Registered Land Surveyor, Califf Surveying & Mapping, LLC, attached as Exhibit 1 to this Appendix "B" is for public road and public transportation purposes as defined by law in, over, across, under, through and upon a certain tract of land located in Land Lot 103 of the 11th Land District of Lowndes County, Georgia.

EXHIBIT 1

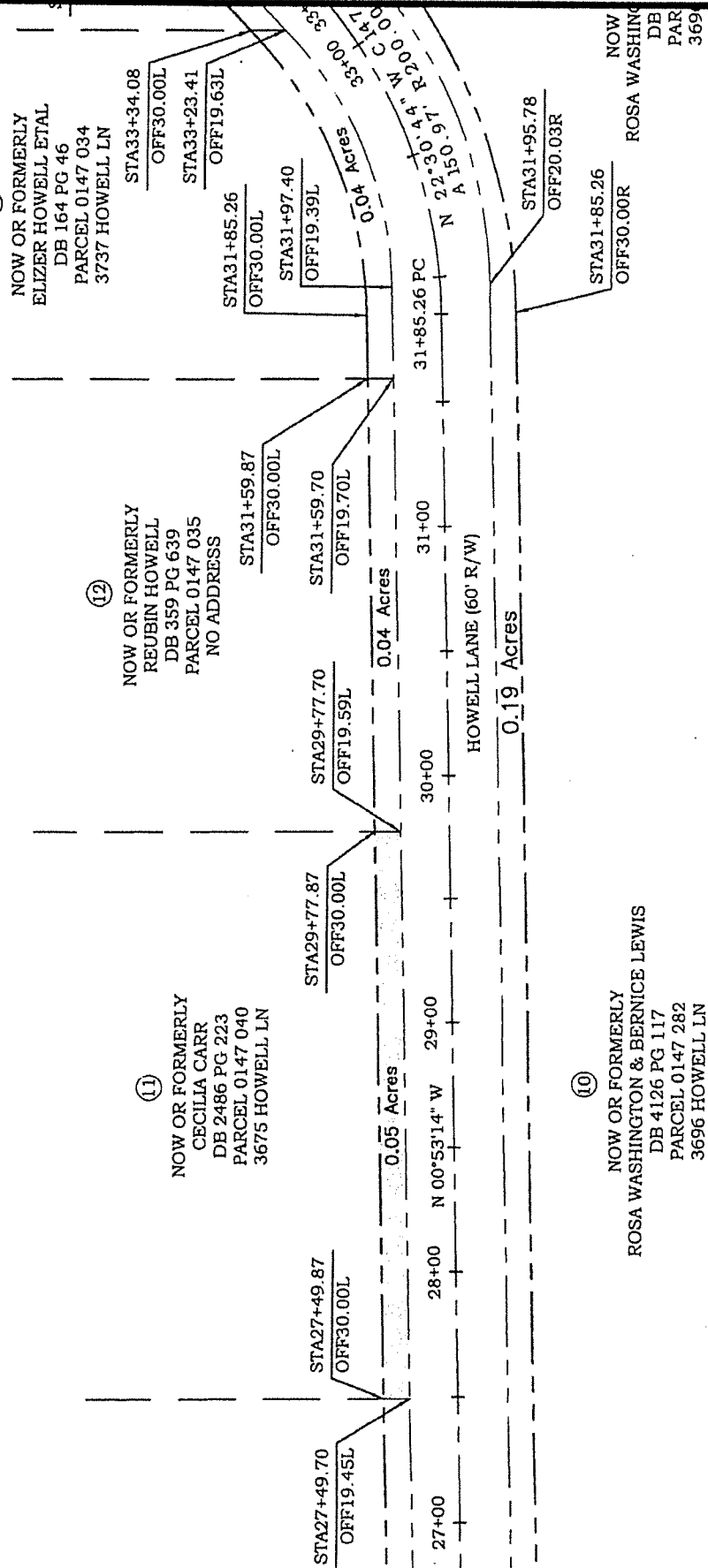
to Appendix B of Declaration of Taking

Attached Plat – “County Road Right-of-Way for: Howell Lane,” date revised March 8, 2018, prepared by Stephen Cody Califf, Georgia Registered Land Surveyor, Califf Surveying & Mapping, LLC.



GRID NORTH
GA WEST ZONE
NAD 83

PROPOSED RIGHT OF WAY
EXISTING RIGHT OF WAY



REVISED DATE: 3/8/2018

**CALIFF SURVEYING
& MAPPING, LLC**
2661 Old Statenville Rd
Valdosta, GA 31606
(229) 560-7470
J0711-RW
0147 040

**COUNTY ROAD RIGHT-OF-WAY
FOR: HOWELL LANE**



LOCATED IN
LAND LOT 103
11th LAND DISTRICT
LOWNDES COUNTY, GA
PLAT DATE: 2/8/2018
FIELD SURVEY DATE:
2/1/2018
SCALE 1"=60'

APPENDIX "C" TO DECLARATION OF TAKING
SWORN COPY OF APPRAISER'S STATEMENT

GEORGIA, LOWNDES COUNTY

Personally comes the undersigned Affiant, M. FREDDIE BAJALIA, who, after being duly sworn, on oath states as follows:

1. Affiant was employed by the Board of Commissioners of Lowndes County to appraise certain of the lands of Cecelia T. Burke Carr a/k/a Cecelia Carr in Land Lot 103 in the 11th Land District of Lowndes County, Georgia, being a parcel of 0.05 acres of said lands as needed for right of way and rights required for construction of "Howell Lane Paving Project" County Road Project ENG2018-03 in Lowndes County, Georgia for said Board of Commissioners and makes this sworn statement to be used in connection with condemnation proceedings under Article 1 of Chapter 3 of Title 32 of the Official Code of Georgia Annotated for the acquisition of said parcel.

2. Affiant is familiar with real estate values in said county and in the vicinity where said parcel is located. Affiant has personally inspected the property or right condemned and in appraising said parcel Affiant took into consideration the Fair Market Value of said parcel, as well as any consequential damages to remaining property of the Condemnee(s) by reason of the taking and use of said parcel and other rights for the construction of said project, and any consequential benefits which may result to such remaining property by reason of such taking and use (consequential benefits not, however, considered except as offsetting consequential damages). After said investigation and research, Affiant has thus estimated that the just and adequate compensation for said parcel, and any consequential damages or benefits considered, is in the amount of \$1,469.00.

M. Freddie Bajalia
Georgia Certified Real Estate Appraiser
No. 004539

Sworn to and subscribed before me,
This _____ day of _____, 2019.

Notary Public

My commission expires _____

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Second Modification of GEFA Loan Agreement

Work Session/Regular Session

DATE OF MEETING: September 24, 2019

BUDGET IMPACT: \$3,500.00 (approx.)

FUNDING SOURCE:

- Annual
- Capital
- N/A
- SPLOST
- TSPLOST

COUNTY ACTION REQUESTED ON: Second Modification of GEFA Loan Agreement

HISTORY, FACTS AND ISSUES: The County borrowed \$1,734,000 from the Georgia Environmental Finance Authority (GEFA) on October 24, 2017. The County needs to modify that loan due to changes in certain project schedule dates and the loan payment schedule. The amount borrowed and interest rate remain the same for this loan. The extended loan payment schedule will result in increased interest cost estimated at approximately \$3,500.

Staff recommends the Board of Commissioners adopt the attached Resolution of Governing Body, approving the loan modification and authorizing the Chairman to sign the attached Second Modification of Promissory Note and Loan Agreement and related documents.

OPTIONS: 1. Approve the Resolution of Governing Body approving the loan modification and authorizing the Chairman to sign the Second Modification of Promissory Note and Loan Agreement and related documents.

2. Redirect

RECOMMENDED ACTION: Approve

DEPARTMENT: Utilities

DEPARTMENT HEAD: Steve Stalvey

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

EXTRACT OF MINUTES
RESOLUTION OF GOVERNING BODY

Recipient: LOWNDES COUNTY BOC

Loan Number: CW2017001

At a duly called meeting of the governing body of the Borrower identified above (the "Borrower") held on the _____ day of _____, _____, the following resolution was introduced and adopted.

WHEREAS, the Borrower has borrowed **\$1,734,000** from the **GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the "Lender"), pursuant to the terms of the Loan Agreement (the "Loan Agreement"), dated **NOVEMBER 2, 2017**, between the Borrower and the Lender; and

WHEREAS, the Borrower's obligation to repay the loan made pursuant to the Loan Agreement is evidenced by a Promissory Note (the "Note"), dated **OCTOBER 24, 2017**, of the Borrower; and

WHEREAS, the Borrower and the Lender have determined to amend and modify the Note and the Loan Agreement, pursuant to the terms of a Second Modification of Promissory Note and Loan Agreement (the "Second Modification") between the Borrower and the Lender, the form of which has been presented to this meeting;

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Borrower that the form, terms, and conditions and the execution, delivery, and performance of the Second Modification are hereby approved and authorized.

BE IT FURTHER RESOLVED by the governing body of the Borrower that the terms of the Second Modification are in the best interests of the Borrower, and the governing body of the Borrower designates and authorizes the following persons to execute and deliver, and to attest, respectively, the Second Modification, and any related documents necessary to the consummation of the transactions contemplated by the Second Modification.

(Signature of Person to Execute Documents)

(Print Title)

(Signature of Person to Attest Documents)

(Print Title)

The undersigned further certifies that the above resolution has not been repealed or amended and remains in full force and effect.

Date: _____

Secretary/Clerk

(SEAL)

SECOND MODIFICATION OF PROMISSORY NOTE AND LOAN AGREEMENT

THIS SECOND MODIFICATION OF PROMISSORY NOTE AND LOAN AGREEMENT (this "Second Modification") dated _____, 20____, by and between **LOWNDES COUNTY BOARD OF COMMISSIONERS**, a Georgia public body corporate and politic (the "Borrower"), and the **CLEAN WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY**, a Georgia public corporation (the "Lender").

Statement of Facts

A. The Lender and the Borrower are parties to that certain Loan Agreement, dated **NOVEMBER 2, 2017**, as amended prior to the date hereof (as so amended, the "Loan Agreement"; all capitalized terms used in this Second Modification but not defined herein have the meanings given in the Loan Agreement), pursuant to which the Lender made a loan to the Borrower in accordance with the terms and conditions thereof. The Borrower's obligation to repay such loan is evidenced by that certain Promissory Note, dated **OCTOBER 24, 2017**, as amended prior to the date hereof (as so amended, the "Note").

B. The Lender and the Borrower desire to modify the Loan Agreement and Note in certain respects in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the promises, the covenants and agreements contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Lender and the Borrower further agree as follows:

Statement of Terms

1. Amendments of Note - Subject to the fulfillment of the conditions precedent to the effectiveness of this Second Modification that are set forth below, the Note is hereby amended as follows:

Accrued interest on this Note shall be payable monthly on the first day of each calendar month until the first day of the calendar month following the earlier of (1) the Completion Date (as defined in the hereinafter defined Loan Agreement), (2) **DECEMBER 1, 2020**, or (3) the date that the loan evidenced by this Note is fully disbursed (the "**Amortization Commencement Date**"). Principal of and interest on this Note shall be payable in **ONE HUNDRED NINETEEN (119)** consecutive monthly installments equal to the Installment Amount (as hereinafter defined), commencing on the first day of the calendar month following the Amortization Commencement Date, and continuing to be due on the first day of each succeeding calendar month thereafter, together with a final installment equal to the entire remaining unpaid principal balance of

and all accrued interest on this Note, which shall be due and payable on the date that is **10** years from the Amortization Commencement Date (the “**Maturity Date**”).

2. Amendments of Loan Agreement - Subject to the fulfillment of the conditions precedent to the effectiveness of this Second Modification that are set forth below, the Loan Agreement is hereby amended as follows:

Section 2 (a) of the Loan Agreement is hereby amended and restated to read as follows: “The Lender agrees to advance to the Borrower, on or prior to the earlier of (1) the Completion Date (as hereinafter defined), (2) **DECEMBER 1, 2020**, or (3) the date that the loan evidenced by this Note is fully disbursed, the Loan in a principal amount of up to **\$1,734,000** which Loan may be disbursed in one or more advances but each such disbursement shall reduce the Lender’s loan commitment hereunder and any sums advanced hereunder may not be repaid and then re-borrowed.”

Exhibit A is amended and restated to read as written in the attached Exhibit A.

3. No Other Waivers or Amendments - Except for the amendments expressly set forth and referred to in Section 1 and 2 above, the Note and the Loan Agreement shall remain unchanged and in full force and effect. Nothing in this Second Modification is intended, or shall be construed, to constitute a novation or an accord and satisfaction of any of the obligations created by the Note.

4. Representations and Warranties - To induce the Lender to enter into this Second Modification, the Borrower does hereby warrant, represent, and covenant to the Lender that: (a) each representation or warranty of the Borrower set forth in the Loan Agreement is hereby restated and reaffirmed as true and correct on and as of the date hereof as if such representation or warranty were made on and as of the date hereof (except to the extent that any such representation or warranty expressly relates to a prior specific date or period), and no Event of Default has occurred and is continuing as of this date under the Loan Agreement; and (b) the Borrower has the power and is duly authorized to enter into, deliver, and perform this Second Modification, and this Second Modification is the legal, valid, and binding obligation of the Borrower enforceable against it in accordance with its terms.

5. Conditions Precedent to Effectiveness of this Second Modification - The effectiveness of this Second Modification is subject to the truth and accuracy in all material respects of the representations and warranties of the Borrower contained in Section 4 above and to the fulfillment of the following additional conditions precedent:

a. the Lender shall have received one or more counterparts of this Second Modification duly executed and delivered by the Borrower; and

b. the Lender shall have received (1) a signed opinion of counsel to the Borrower, substantially in the form of Exhibit E attached hereto, and (2) a certified copy of the resolution adopted by the Borrower’s governing body, substantially in the form of Exhibit F attached hereto.

6. Counterparts - This Second Modification may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which when taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Second Modification to be duly executed and delivered as of the date specified at the beginning hereof

LOWNDES COUNTY BOARD OF COMMISSIONERS

Approved as to form:

By: _____
Borrower's Attorney

Signature: _____

Print Name: _____

Title: _____

(SEAL)

Attest Signature: _____

Print Name: _____

Title: _____

**CLEAN WATER STATE REVOLVING FUND,
ADMINISTERED BY GEORGIA
ENVIRONMENTAL FINANCE AUTHORITY**

Signature: _____

Kevin Clark
Executive Director

(SEAL)

DESCRIPTION OF THE PROJECT

SCOPE OF WORK

Recipient: **LOWNDES COUNTY BOC**

Loan Number: **CW2017001**

This project consists of rehabilitating the wastewater treatment facility, upgrades to existing lift stations, manholes, and related appurtenances.

DESCRIPTION OF THE PROJECT

PROJECT BUDGET

Recipient: LOWNDES COUNTY BOC

Loan Number: CW2017001

ITEM	TOTAL	CWSRF
Construction	\$1,550,000	\$1,550,000
Contingency	51,000	51,000
Engineering & Inspection	133,000	133,000
Administrative/Legal	-	-
TOTAL	\$1,734,000	\$1,734,000

*The amounts shown above in each budget item are estimates. Borrower may adjust the amounts within the various budget items without prior Lender approval provided Borrower does not exceed the loan amount contained in Section 1 of the Loan Agreement. In no event shall Lender be liable for any amount exceeding the loan amount contained in Section 1 of the Loan Agreement.

DESCRIPTION OF THE PROJECT

PROJECT SCHEDULE

Recipient: LOWNDES COUNTY BOC

Loan Number: CW2017001

ACTION	DATE
Plans & Specs Submitted to EPD	NOVEMBER 2017
Bid Opening	JANUARY 2018
Notice to Proceed	FEBRUARY 2018
Completion of Construction	AUGUST 2020

OPINION OF BORROWER'S COUNSEL
(Please furnish this form on Attorneys Letterhead)

Date

Clean Water State Revolving Fund, Administered by
Georgia Environmental Finance Authority
233 Peachtree St, NE
Harris Tower, Ste 900
Atlanta, GA 30303-1506

Ladies and Gentlemen:

A legal opinion from **ELLIOTT, BLACKBURN, & GOODING, P.C.** was delivered to you, dated **OCTOBER 24, 2017** (the "Closing Opinion"), relating to the Loan Agreement (the "Loan Agreement"), dated **NOVEMBER 2, 2017** between **LOWNDES COUNTY BOARD OF COMMISSIONERS** (the "Borrower") and the **CLEAN WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the "Lender"), and the Promissory Note (the "Note"), dated **OCTOBER 24, 2017**, of the Borrower. A legal opinion was also delivered to you dated **MAY 8, 2018**, relating to the modification of Promissory Note and Loan Agreement dated **MAY 14, 2018**. As counsel for the Borrower, I have examined the original of the Second Modification of Promissory Note and Loan Agreement (the "Second Modification"), between the Borrower and the Lender, the proceedings taken by the Borrower to authorize the Second Modification, the Closing Opinion, and such other documents, records, and proceedings as I have deemed relevant or material to render this opinion. Based upon such examination, I hereby reconfirm as of the date hereof the opinions contained in the Closing Opinion, subject to the second modification that all references to the Note and the Loan Agreement (as defined in the Closing Opinion) shall be deemed to include a reference to the Second Modification. Nothing has come to my attention, after due investigation, that in any way might question the continuing validity and accuracy of the Closing Opinion, as modified above.

Very truly yours,

Signature

Printed Name

Date

EXTRACT OF MINUTES
RESOLUTION OF GOVERNING BODY

Recipient: LOWNDES COUNTY BOC

Loan Number: CW2017001

At a duly called meeting of the governing body of the Borrower identified above (the "Borrower") held on the _____ day of _____, _____, the following resolution was introduced and adopted.

WHEREAS, the Borrower has borrowed **\$1,734,000** from the **GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the "Lender"), pursuant to the terms of the Loan Agreement (the "Loan Agreement"), dated **NOVEMBER 2, 2017**, between the Borrower and the Lender; and

WHEREAS, the Borrower's obligation to repay the loan made pursuant to the Loan Agreement is evidenced by a Promissory Note (the "Note"), dated **OCTOBER 24, 2017**, of the Borrower; and

WHEREAS, the Borrower and the Lender have determined to amend and modify the Note and the Loan Agreement, pursuant to the terms of a Second Modification of Promissory Note and Loan Agreement (the "Second Modification") between the Borrower and the Lender, the form of which has been presented to this meeting;

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Borrower that the form, terms, and conditions and the execution, delivery, and performance of the Second Modification are hereby approved and authorized.

BE IT FURTHER RESOLVED by the governing body of the Borrower that the terms of the Second Modification are in the best interests of the Borrower, and the governing body of the Borrower designates and authorizes the following persons to execute and deliver, and to attest, respectively, the Second Modification, and any related documents necessary to the consummation of the transactions contemplated by the Second Modification.

(Signature of Person to Execute Documents) (Print Title)

(Signature of Person to Attest Documents) (Print Title)

The undersigned further certifies that the above resolution has not been repealed or amended and remains in full force and effect.

Date: _____
Secretary/Clerk

(SEAL)

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Request for Professional Engineering Services Proposals -
Community Development Block Grant

Work Session/Regular Session

DATE OF MEETING: September 24, 2019

BUDGET IMPACT:

FUNDING SOURCE:

() Annual

() Capital

(X) N/A

() SPLOST

() TSPLOST

COUNTY ACTION REQUESTED ON: Request for Professional Engineering Services Proposals

HISTORY, FACTS AND ISSUES: Lowndes County is requesting proposals for Professional Engineering Services for Public Infrastructure Improvements. Lowndes County will be applying for a Community Development Block Grant (CDBG).

OPTIONS: 1. Board's Pleasure

RECOMMENDED ACTION: Board's pleasure

DEPARTMENT: Engineering

DEPARTMENT HEAD: Mike Fletcher

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Bid for a 1/2 Ton Truck for the Fire Department

Work Session/Regular Session

DATE OF MEETING: September 24, 2019

BUDGET IMPACT: \$29,195.00

FUNDING SOURCE:

- Annual
- Capital
- N/A
- SPLOST
- TSPLOST

COUNTY ACTION REQUESTED ON: Bid for a 1/2 Ton Truck for the Fire Department

HISTORY, FACTS AND ISSUES: Lowndes County requested bids on a new 1/2 ton crew cab truck for the Fire Department. In an effort to improve efficiency and reduce overall fleet maintenance cost, the Fire Department intends to create a quick response vehicle that will be used to respond to medical calls that do not require the response of a much larger engine. This vehicle may also be used to transport additional personnel for manpower when additional engines or tankers are either not available or not needed. This is an approved budgeted item. The County received two bids that met specifications.

2019 Dodge 1500	Cass Burch, Valdosta, GA	\$29,195.00
2020 Ford F150	Langdale Ford, Valdosta, GA	\$31,886.00

OPTIONS: 1. Award the bid to Cass Burch
2. Board's Pleasure

RECOMMENDED ACTION: Approve

DEPARTMENT: Finance

DEPARTMENT HEAD: Stephanie Black

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Bid for a Breathing Air System for the Fire Department

Work Session/Regular Session

DATE OF MEETING: September 24, 2019

BUDGET IMPACT: \$41,790.00

FUNDING SOURCE:

- Annual
- Capital
- N/A
- SPLOST
- TSPLOST

COUNTY ACTION REQUESTED ON: Bid for a Breathing Air System for the Fire Department

HISTORY, FACTS AND ISSUES: Lowndes County requested bids for a new fully enclosed breathing air compressor and containment fill station. This system will replace one currently in use at Fire Station 10 that is over 20 years old and requires frequent maintenance to remain operational. This system is used to refill the breathing air cylinders used by firefighters when they are engaged in fire suppression activities. This new system will also integrate numerous safety features that have become standard since the original unit was purchased. This new system has an expected operational life of 15-20 years. This is an approved budgeted item. We received four bids that met specifications.

B & T Enterprises	Sharpsburg, GA	\$41,790.00
FireLine Inc.	Winder, GA	\$43,800.00
Breathing Air Systems	Ocala, FL	\$44,484.65
NAFECO	Decatur, AL	\$48,637.00

OPTIONS: 1. Award the bid to B & T Enterprises
2. Board's Pleasure

RECOMMENDED ACTION: Approve

DEPARTMENT: Finance

DEPARTMENT HEAD: Stephanie Black

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS: