

LOWNDES COUNTY BOARD OF COMMISSIONERS PROPOSED AGENDA

WORK SESSION, MONDAY, OCTOBER 21, 2019, 8:30 AM REGULAR SESSION, TUESDAY, OCTOBER 22, 2019, 5:30 PM 327 N. Ashley Street - 2nd Floor

- 1. Call To Order
- 2. Invocation
- 3. Pledge Of Allegiance To The Flag
- 4. Minutes For Approval
 - a. Work Session October 7, 2019 & Regular Session October 8, 2019

Recommended Action:

Approve

Documents:

5. For Consideration

a. FY2020 USGS Joint Funding Agreement

Recommended Action:

Board's pleasure

Documents:

b. 2020 Census Resolution

Recommended Action:

Adopt

Documents:

c. Dedication of Private Roads Resolution

Recommended Action:

Board's pleasure

Documents:

d. Adopt Resolution accepting infrastructure for Coventry Villas Subdivision

Recommended Action:

Adopt

Documents:

e. Adopt Resolution accepting Utility Infrastructure for Creekside West Subdivision, Phase 5

Recommended Action:

Adopt

Documents:

f. Adopt Resolution accepting infrastructure for Knights Landing Subdivision, Phase III

Recommended Action:

Adopt

Documents:

g. Adopt Resolution accepting Infrastructure for Grove Pointe Subdivision, Phase V

Recommended Action: Adopt

Documents:

h. Beer and Wine License - Manishkumar Patel of Rai Ba Enterprise, LLC DBA Naylors Pantry - 8777 Hwy. 135, Naylor, GA

Recommended Action:

Board's pleasure

Documents:

i. Rural Fire Defense Cooperative Lease Agreement and MOU

Recommended Action:

Approve

Documents:

- 6. Reports County Manager
- 7. Citizens Wishing To Be Heard Please State Your Name and Address
- 8. Adjournment

SUBJECT: FY2020 USGS Joint Funding Agreement

Work Session/Regular Session

DATE OF MEETING: October 22, 2019

BUDGET IMPACT: \$22,500

FUNDING SOURCE:

- (X) Annual \$22,500
- () Capital
- (X) USGS \$1,800
- () SPLOST
- () TSPLOST

COUNTY ACTION REQUESTED ON: Authorize Chairman to execute Joint Funding Agreement to allow continued operation of both the Little River and Skipper Bridge Stream Gauges.

HISTORY, FACTS AND ISSUES:

There are currently a total of four (4) operational stream gauges on rivers in Lowndes County. One gauge is located on the Withlacoochee River on the bridge on Skipper Bridge Road. This location has served as an official forecast point and been jointly funded by the US Geological Survey (USGS) and the City of Valdosta for at least the last twenty (20) years. Following the 2009 flooding event, Lowndes County requested a gauge be installed on the Little River at the Hwy 122 bridge and this location has been funded by Lowndes County since that time. At the same time, the City of Valdosta began funding a second gauge located on the N Valdosta Rd Bridge over the Withlacoochee River. The USGS has also totally funded the fourth gauge which is located on the Withlacoochee River on the US Hwy 84 Bridge at the Brooks/Lowndes County line. This location is just past where the Little River and Withlacoochee Rivers combine into one and has recently been designated a forecast point as well. These stream gauges are valuable tools to alert local officials to potential flooding and allow for adequate time to prepare and plan for any potential impacts. It also allows the National Weather Service (NWS) hydrologist to provide both emergency management officials as well as the general public with warning information well in advance of a potential flooding event thereby allowing both local responders and citizens to adequately prepare to save life and property.

As of FY2020 the City of Valdosta is no longer able to fund their portion of the Skipper Bridge Rd gauge as it lies outside the city limits. Without the data from this gauge the other gauge currently funded on the Little River would provide little benefit as it relates to providing forecast further downstream, especially at Hwy 84. Gauges on both rivers are needed to provide any type of accurate forecast. This gauge also is important in providing warning to those downstream of the Skipper Bridge Rd gauge that flooded during the 2009 event.

The attached agreement represents funding on the part of Lowndes County for both gauges, with each costing \$15,100 to operate for the period from October 1, 2019 through September 30, 2020.

Lowndes County is being asked to provide \$14,200 in funding toward the Little River gauge and \$8,300 towards the Skipper Bridge Rd gauge for a total of \$22,500 in funding. This is a \$7,400 increase over the previous agreement. USGS will provide \$900 in funding towards each of the gauges for a total of \$1,800. The remaining \$5,900 in funding for the Skipper Bridge Rd gauge will be provided by the Suwanee River Water Management District.

OPTIONS: 1. Approve the FY 2020 Funding Agreement

2. Board's Pleasure

RECOMMENDED ACTION: Board's pleasure

DEPARTMENT: Emergency Management

DEPARTMENT HEAD: Ashley Tye



United States Department of the Interior

U.S. GEOLOGICAL SURVEY South Atlantic Water Science Center 1770 Corporate Drive, Suite 500 Norcross. Georgia 30093 Phone: (678) 924-6691 Fax: (678) 924-6710

http://ga.water.usgs.gov

Customer Number: 6000001128 Agreement Number: 20MPJFAG0000013

TIN: 586000856

Fixed Cost Agreement: YES

August 26, 2019

Mr. Ashley Tye 250 Douglas County Valdosta, Georgia 31601

Mr. Tye:

Enclosed please find two revised copies of the Joint Funding Agreement (JFA) with original signatures for the project entitled "the operation and routine maintenance of a real-time streamgage at Little River at GA 122, near Barney, GA." This agreement is entered into by the USGS under authority of 43 USC 36C; 43 USC 50; and 43 USC

This JFA covers the period beginning on October 1, 2019, and ending on September 30, 2020, at a total cost of \$24,300 with \$1,800 provided by USGS and \$22,500 provided by Lowndes County, Georgia.

	USGS Contribution	Lowndes Contribution	GAGE TOTAL
02318380			
Little River @ GA 122.		}	
near Hahira, GA	\$900	\$14,200	\$15,100
023177483 Withlacoochee			
River at Skipper Bridge			
Rd, near Berniss, GA	\$900	\$8,300	\$9,200
Total	\$1,800	\$22,500	\$24,300

Please have both copies signed by an authorized official(s), retaining one copy for your records, and returning the other to the attention of Angel Spencer, Administrative Officer, at the address shown above. Work cannot be started or continued until we receive the signed agreement. All work performed with funds from this agreement will be conducted on a fixed-price basis. Billing for this JFA will be rendered annually. Please do not send a check at this time as you will be billed at a later date which will include payment instructions with the address for mailing your check. The results of all work under this agreement will be available for publication by the U.S. Geological Survey.

If you have any questions or require additional information please contact Brian E. McCallum, Assistant Director for Data - Georgia, at 678-924-6672 or via email at bemccall@usgs.gov.

Sincerely,

DIANNA

Digitally signed by DIANNA

HOGAN

Date: 2019.08.27 16:02:21

-04'00'

Dianna Hogan, Acting Director

USGS South Atlantic Water Science Center

Form 9-1366 (May 2018)

U.S. Department of the Interior U.S. Geological Survey Joint Funding Agreement FOR

Water Resource Investigations

Customer #: 6000001128
Agreement #: 20MPJFAG0000013
Project #: MP00

TIN #: 58-6000856

Fixed Cost Agreement YES[X]NO[]

THIS AGREEMENT is entered into as of the October 1, 2019, by the U.S. GEOLOGICAL SURVEY, South Atlantic Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the Lowndes County Board of Commissioners party of the second part.

- 1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation Water Resource Investigations (per attachment), herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.
- 2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of \$0.00
 - (a) \$1800 by the party of the first part during the period October 1, 2019 to September 30, 2020
 - (b) \$22,500 by the party of the second part during the period October 1, 2019 to September 30, 2020
 - (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: \$0

Description of the USGS regional/national program:

- (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
- (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.
- 3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.
- 4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.
- 5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.
- 6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.
- 7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.
- 8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (https://www2.usgs.gov/fsp/).

Form 9-1366 (May 2018)

U.S. Department of the Interior U.S. Geological Survey Joint Funding Agreement FOR

Customer #: 6000001128 Agreement #: 20MPJFAG0000013

Project #: MP00 TIN #: 58-6000856

Water Resource Investigations

9. Billing for this agreement will be rendered <u>annually</u>. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

	USGS Technical Point of Contact		Customer Technical Point of Contact
Name:	Brian McCallum	Name:	Ashely Tye
Address:	GA Data Chief 1770 Corporate Drive Suite 500	Address:	250 Douglas County
_	Norcross, GA 30093		Valdosta, GA 31601
Telephone:	(678) 924-6672	Telephone:	(229) 671-2790
Fax: Email:	(678) 924-6710 bemccall@usgs.gov	Fax: Email:	atye@lowndescounty.com
Lilian.	bemccali@usys.gov	Ciliaii.	atye@iowndescounty.com
	USGS Billing Point of Contact		Customer Billing Point of Contact
Name:	Crystal Stallworth	Name:	Ashely Tye
A -1-1	Budget Analyst		
Address:	1770 Corporate Drive Suite 500 Norcross, GA 30093	Address:	250 Douglas County
Telephone:	(678) 924-6691	Telephone:	Valdosta, GA 31601 (229) 671-2790
Fax:	(678) 924-6710	Fax:	(220) 011 2100
Email:	castal/w@usgs.gov	Email:	atye@lowndescounty.com
	U.S. Geological Survey United States Department of Interior	Lownd	es County Board of Commissioners
DIANI By HOGA	N Date: 2019.08.27		<u>Signatures</u>
L) y	Date. 00/20/2019	Ву	Date:
Name: Diani	_	Name:	
Title: Acting	Director	Title:	
		Ву	Date:
		Name:	
		Title:	
		Ву	Date:
		Name:	
		Title:	

SOBJECT: 2020 Census Resolution	Work Session/Regular Session
DATE OF MEETING: October 22, 2019	, C
BUDGET IMPACT: FUNDING SOURCE:	
() Annual	
() Capital	
(X) N/A	
() SPLOST	

COUNTY ACTION REQUESTED ON: 2020 Census Resolution

HISTORY, FACTS AND ISSUES: The U.S. Census Bureau is required by the U.S. Constitution to conduct a count of the population and provides an opportunity to help shape the foundation of our community and play an active role. The Census requires extensive work and the Census Bureau requires partners at the state and local level to ensure a complete and accurate count. Lowndes County would like to establish a complete count committee which will bring community members together to use their knowledge and expertise to reach out to all people in Lowndes County. If adopted, the attached resolution will establish the complete count committee and acknowledge support of the 2020 Census.

OPTIONS: 1. Adopt

() TSPLOST

2. Board's pleasure

RECOMMENDED ACTION: Adopt

DEPARTMENT: County Clerk

DEPARTMENT HEAD: Paige Dukes

TO PARTNER WITH THE CENSUS BUREAU FOR CENSUS 2020 THROUGH THE FORMATION OF A COMPLETE COUNT COMMITTEE

- WHEREAS, the U.S. Census Bureau is required by the U.S. Constitution to conduct a count of the population and provides a historic opportunity to help shape the foundation of our society and play an active role in American democracy; and
- WHEREAS, Lowndes County, Georgia is committed to ensuring every resident is counted; and
- WHEREAS, federal and state funding is allocated to communities, and decisions are made on matters of national and local importance based, in part, on census data and housing; and
- WHEREAS, census data helps determine how many seats each state will have in the U.S. House of Representatives and is necessary for the accurate and fair redistricting of state legislative seats, county and city councils and voting districts; and
- WHEREAS, information from the 2020 Census and American Community Survey are vital tools for economic development and increased employment; and
- WHEREAS, the information collected by the census is confidential and protected by law; and
- WHEREAS, a united voice from business, government, community-based and faith-based organizations, educators, media and others will enable the 2020 Census message to reach more of our citizens; and
- WHEREAS, a Lowndes County Complete Count Committee will bring together community members who will utilize their knowledge and expertise to reach out to all people of our community; and
- **WHEREAS**, the Lowndes County Complete Count Committee will work with the Census Bureau to strive for an accurate count.
- **NOW, THEREFORE,** Lowndes County is committed to partnering with the U.S. Census Bureau and will:
- 1. Support the goals and ideals for the 2020 Census and will disseminate 2020 Census information.
- 2. Encourage all County residents to participate in events and initiatives that will raise the overall awareness of the 2020 Census and increase participation.
- 3. Provide Census advocates to speak to County and Community Organizations.
- 4. Support census takers as they help our County complete an accurate count.

IT IS SO RESOLVED, this 22 nd day of October, 201	9.
	BOARD OF COMMISSIONERS OF LOWNDES COUNTY
	By:Bill Slaughter, Chairman
	Attact
	Attest: Paige Dukes, Clerk

Strive to achieve a complete and accurate count of all persons within our borders

5.

SOBJECT: Dedication of Private Roads Resolution	
DATE OF MEETING: October 22, 2019	Work Session/Regular Session
BUDGET IMPACT:	
FUNDING SOURCE:	
() Annual	
() Capital	
(X) N/A	
() SPLOST	
() TSPLOST	
COUNTY ACTION REQUESTED ON: the dedication of private roads resolu	ution
HISTORY, FACTS AND ISSUES: A resolution regarding the dedication of p for consideration.	rivate roads is presented and ready
Tor consideration.	
OPTIONS: 1. Adopt the resolution	

2. Board's pleasure

 ${\tt RECOMMENDED\ ACTION:\ Board's\ pleasure}$

<u>DEPARTMENT</u>: County Manager <u>DEPARTMENT HEAD</u>: Joseph Pritchard

REGARDING DEDICATIONS OF PRIVATE ROADS TO BECOME COUNTY ROADS

WHEREAS, a private road may become a county road by dedication and acceptance by the county; and

WHEREAS, owners of property adjoining private roads in Lowndes County have from time to time expressed a desire to dedicate the private road adjoining their property to Lowndes County; and

WHEREAS, the owner of each lot adjoining the right-of-way of a private road usually has fee simple title to the adjoining right-of-way to the centerline of the right-of-way; and

WHEREAS, the owner of each lot adjoining the right-of-way of a private road usually has an easement in the full length of the right-of-way of the private road; and

WHEREAS, accepting the dedication of a private road as a county road to be incorporated into the County's system of county roads may serve the interest of the public; and

WHEREAS, whether accepting the dedication of a private road as a county road will serve the interest of the public will depend on a case-by-case consideration of various factors;

NOW THEREFORE, the Board of Commissioners of Lowndes County does hereby resolve:

- A. The County Manager will advise the Board of Commissioners of a proposed dedication of a private road to Lowndes County by owners of properties adjoining the private road.
- B. The Board of Commissioners will provide the County Manager direction regarding the process to be employed under the circumstances regarding the proposed dedication preliminary to the Board of Commissioners determining whether to accept the dedication.
- C. The process to be employed regarding the proposed dedication preliminary to the Board of Commissioners' determining whether to accept the dedication, and the Board of Commissioners' determination whether to accept the dedication of the private road as a county road, will be based on the interest of the public considering but not limited to the following factors:
 - 1. the length of the road
 - 2. the number of lots fronting the road
 - 3. the number of owners of lots fronting the road who or which desire the road to become a county road
 - 4. the number of residents living in homes on lots fronting the road

- 5. the number of residents living in homes on lots fronting the road who desire the road to become a county road
- 6. the condition of the road
- 7. whether the condition of the road is adequate for a county road under the circumstances
- 8. the cost to improve the condition of the road
- 9. any other issues regarding improving the condition of the road
- 10. the width of the road
- 11. whether the width of the road is adequate for a county road under the circumstances
- 12. the cost of widening the road
- 13. any other issues regarding widening the road
- 14. the width of the right-of-way of the road
- 15. whether the width of the right-of-way is adequate for a county road under the circumstances
- 16. the cost of obtaining additional right-of-way
- 17. any other issues regarding obtaining additional right-of-way
- 18. any structures or vegetation in the right-of-way of the road
- 19. the cost to remove structures or vegetation in the right-of-way of the road
- 20. any other issues regarding structures or vegetation in the right-of-way of the road
- 21. whether drainage of water from the surface of the road is adequate for a county road under the circumstances
- 22. the cost to improve drainage of water from the surface of the road
- 23. any other issues regarding drainage of water from the surface of the road
- 24. whether any easements for drainage of water from the surface of the road are needed
- 25. the cost to acquire easements for drainage of water from the surface of the road

- 26. any other issues regarding obtaining easements for drainage of water from the surface of the road
- 27. whether a plat of the road exists
- 28. the adequacy of the plat for purposes of dedication and acceptance of the road
- 29. whether adjoining property owners are willing to pay for an adequate plat of the road to be prepared
- 30. the certainty with which the precise location and boundaries of the right-of-way of the road can be identified
- 31. the cost of identifying with certainty the precise location and boundaries of the right-of-way of the road
- 32. any other issues regarding the certainty with which the precise location and boundaries of the right-of-way of the road can be identified
- 33. whether the adjoining property owners are willing to incur the cost of identifying with certainty the precise location and boundaries of the right-of-way of the road
- 34. title to the adjoining properties
- 35. any issues regarding title to the adjoining properties
- 36. any issues regarding the whereabouts of owners of the adjoining properties
- 37. whether the road is paved
- 38. whether the road is located in a mobile home park
- 39. whether the road was previously a county road abandoned by formal action of the Board of Commissioners

IT IS SO RESOLVED, this 22nd day of October, 2019.

	UNIDES COLDITY
OF LO	WNDES COUNTY
By:	
Bil	l Slaughter, Chairman
Attest:	
	Paige Dukes, Clerk

DOADD OF COMMISSIONEDS

SUBJECT: Adopt Resolution accepting infrastructure for Coventry Villas Subdivision

Work Session/Regular Session

DATE OF MEETING: October 22, 2019
BUDGET IMPACT:
FUNDING SOURCE:
() Annual
() Capital
(X) N/A
() SPLOST

() TSPLOST

COUNTY ACTION REQUESTED ON: Adopt Resolution accepting infrastructure for Coventry Villas Subdivision

HISTORY, FACTS AND ISSUES: Coventry Villas Subdivision is located off Mulligan Road. Engineering staff has made the final inspection of the project and the work is substantially complete. A punch list of construction items to be addressed has been provided to the contractor and the final paperwork is in process at the time of agenda submittal. The final plat will not be signed for recording until all paperwork is received. Attached is a letter requesting acceptance of infrastructure for this subdivision.

OPTIONS: 1. Adopt the Resolution

2. Board's Pleasure

RECOMMENDED ACTION: Adopt

DEPARTMENT: Engineering DEPARTMENT HEAD: Mike Fletcher



4560-F Valnorth Drive Valdosta, GA 31602 229.292.0756 matt@phelps-companies.com

9-12-2019

To: Mr. Mike Fletcher County Engineer 327 North Ashley Street Valdosta, GA 31601

Re: Coventry Villas – subdivision infrastructure acceptance

Mr. Fletcher,

On behalf of Stoker Development, I am requesting the acceptance of infrastructure be put on the Lowndes County Board of Commissioners agenda for October 22, 2019.

Let me know if you need anything else.

Respectfully,

Matt Phelps, PE

WHEREAS, the developer, Jerry Stoker, has completed improvements on Coventry Villas Subdivision; and

WHEREAS, Jerry Stoker, has provided the necessary maintenance bond and certification that the improvements were built according to plans and specifications;

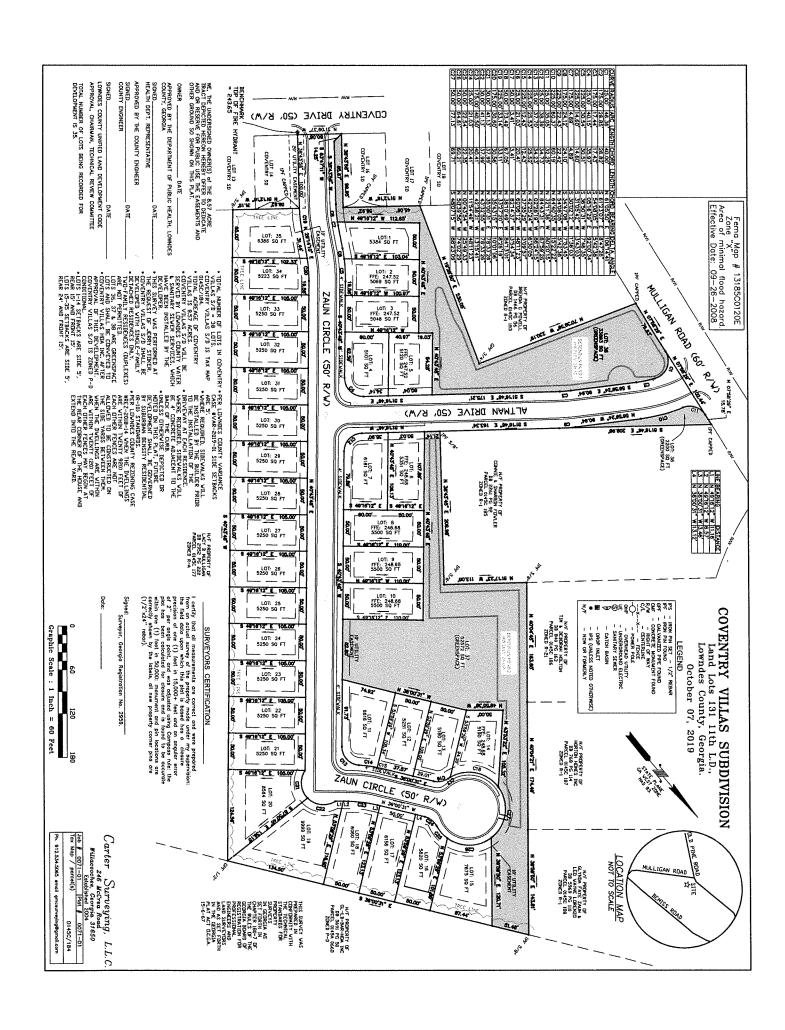
WHEREAS, the engineering division has inspected the improvements;

WHEREAS, Jerry Stoker has provided a written request for Lowndes County to accept two residential streets as County maintained streets;

NOW, THEREFORE BE IT RESOLVED, the Board of Commissioners of Lowndes County has agreed to accept this street as county maintained with a speed limit of 25 mph on this date as shown:

ATTEST:		
	County Clerk	
	DATE:	

Copy: Rachel Strom, RDC
Geannie McMullen, Tax Assessor
Robin Cumbus, LCPW
Danny Weeks, E-911
Rick Mefford, Building Inspections
Trinni Amiot, Planning
Appropriate Post Office



SUBJECT: Adopt Resolution accepting Utility Infrastructure for Creekside West Subdivision, Phase 5	
DATE OF MEETING: October 22, 2019	Work Session/Regular Session
BUDGET IMPACT: N/A	
FUNDING SOURCE:	
() Annual	
() Capital	
(X) N/A	
() SPLOST	
() TSPLOST	

COUNTY ACTION REQUESTED ON: Adopt Resolution accepting Utility Infrastructure for Creekside West Subdivision, Phase 5

HISTORY, FACTS AND ISSUES: Creekside West, Phase 5 is located on Hwy 122, west of I-75. Engineering and utility staff have made the final inspection of the project and the work is substantially complete. All roads will remain private. Lots will be served by Lowndes County water and sewer. A punch list of construction items to be addressed has been provided to the contractor and the final paperwork is in process at the time of agenda submittal. The final plat will not be signed for recording until all paperwork is received. Attached is a letter requesting acceptance of infrastructure for this subdivision.

OPTIONS: 1. Adopt the Resolution

2. Board's Pleasure

RECOMMENDED ACTION: Adopt

DEPARTMENT: Engineering

DEPARTMENT HEAD: Mike Fletcher

WHEREAS, the developer, Young Tillman, has completed improvements on Creekside West Phase 5; and

WHEREAS, Young Tillman, has provided the necessary maintenance bond and certification that the improvements were built according to plans and specifications;

WHEREAS, the engineering division has inspected the improvements;

WHEREAS, Young Tillman has provided a written request for Lowndes County to accept the water and sewer infrastructure only as County maintained;

NOW, THEREFORE BE IT RESOLVED, the Board of Commissioners of Lowndes County has agreed to accept this infrastructure as county maintained on this date as shown:

ATTEST: _		
	County Clerk	
	DATE:	

Copy: Rachel Strom, RDC
Geannie McMullen, Tax Assessor
Robin Cumbus, LCPW
Danny Weeks, E-911
Rick Mefford, Building Inspections
Trinni Amiot, Planning
Appropriate Post Office



October 9, 2019

Mr. Michael Fletcher, PE Lowndes County Engineer 327 North Patterson Street, 2nd Floor Valdosta, GA 31601

Subject: Request for Utility Infrastructure Acceptance for Creekside West Phase 5

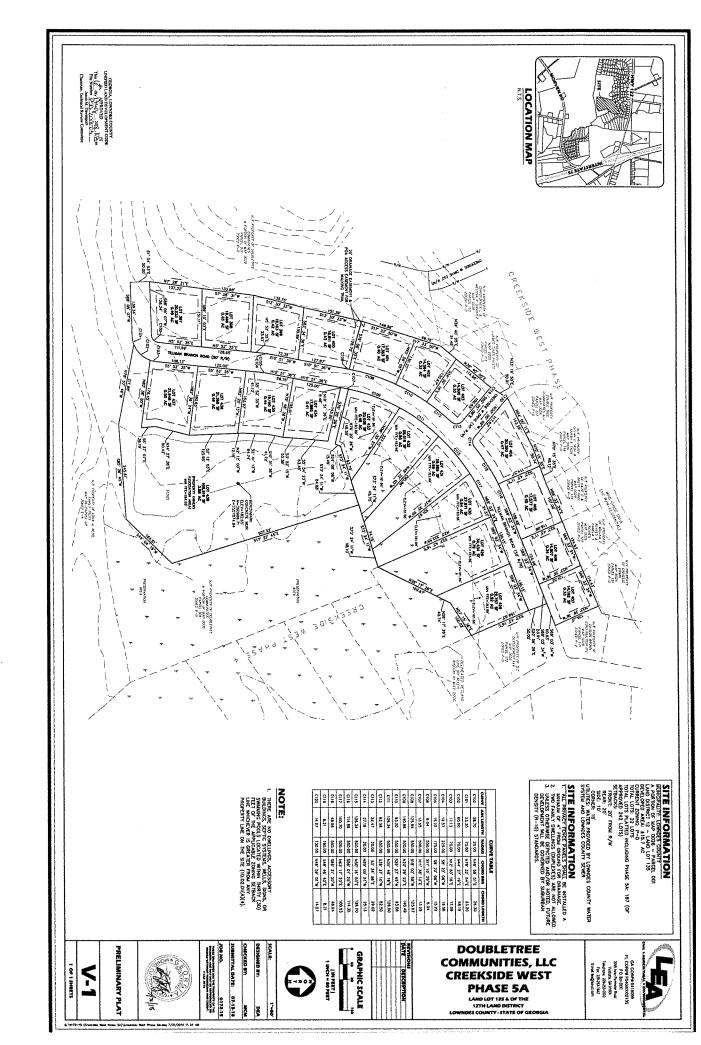
Dear Mr. Fletcher:

On behalf of our client, Doubletree Communities, LLC, LEA, PC respectfully requests final acceptance from Lowndes County for the Water and Sewer Infrastructure at Creekside West Phase 5.

Thank you for your consideration concerning this request. Please call should you have any questions.

Sincerely,

Dale Arrowood, CPESC Senior Civil Designer





P. O. Box 554
Hahira, Georgia 31632
(229) 794-1107
yandp@windstream.net
www.creeksidewest.net

October 10, 2019

Mike Fletcher Lowndes County Engineer – Board of Commissioners 327 N Ashley St. Valdosta, Ga 31601

Dear Mike,

Would you please submit this letter requesting that the Board of Commissioners accept the infrastructure we have installed in Phase 5, Creekside West Subdivision?

Thank all of you for your time and efforts.

H. Young Tillman

Managing Partner for Doubletree Communities, LLC

SUBJECT: Adopt Resolution accepting infrastructure for Knights Landing	
Subdivision, Phase III	
	Work Se

Work Session/Regular Session

DATE OF MEETING: October 22, 2019

BUDGET IMPACT: N/A

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Adopt Resolution accepting infrastructure for Knights Landing Subdivision, Phase III

HISTORY, FACTS AND ISSUES: Knights Landing Subdivision, Phase III is located off Bemiss Knights Academy Road. Engineering staff has made the final inspection of the project and the work is substantially complete. A punch list of construction items to be addressed has been provided to the contractor and the final paperwork is in process at the time of agenda submittal (punch list corrections, payment for street signs). The final plat will not be signed for recording until all paperwork is received. Attached is a letter requesting acceptance of infrastructure for this subdivision.

OPTIONS: 1. Adopt the Resolution

2. Board's Pleasure

RECOMMENDED ACTION: Adopt

<u>DEPARTMENT</u>: Engineering <u>DEPARTMENT HEAD</u>: Mike Fletcher

WHEREAS, the developer, Clint Joyner, has completed improvements on Knights Landing Subdivision, Phase III; and

WHEREAS, Clint Joyner, has provided the necessary maintenance bond and certification that the improvements were built according to plans and specifications;

WHEREAS, the engineering division has inspected the improvements;

WHEREAS, Clint Joyner has provided a written request for Lowndes County to accept nine residential streets as County maintained streets;

NOW, THEREFORE BE IT RESOLVED, the Board of Commissioners of Lowndes County has agreed to accept these streets as county maintained with a speed limit of 25 mph on this date as shown:

ATTEST:		
	County Clerk	
	DATE:	

Copy: C. Strom, RDC
Geannie McMullen, Tax Assessor
Robin Cumbus, LCPW
Danny Weeks, E-911
Rick Mefford, Building Inspections
Trinni Amiot, Planning
Appropriate Post Office

Molly Stevenson

From:

Mike Fletcher

Sent:

Thursday, October 10, 2019 8:16 AM

To:

Molly Stevenson

Subject:

FW: Knights Landing Phase III

From: Clint Joyner <clint@era4sale.com>
Sent: Wednesday, October 9, 2019 8:43 AM

To: Mike Fletcher <mfletcher@lowndescounty.com>; Rent Valdosta <rentvaldosta@gmail.com>

Subject: Knights Landing Phase III

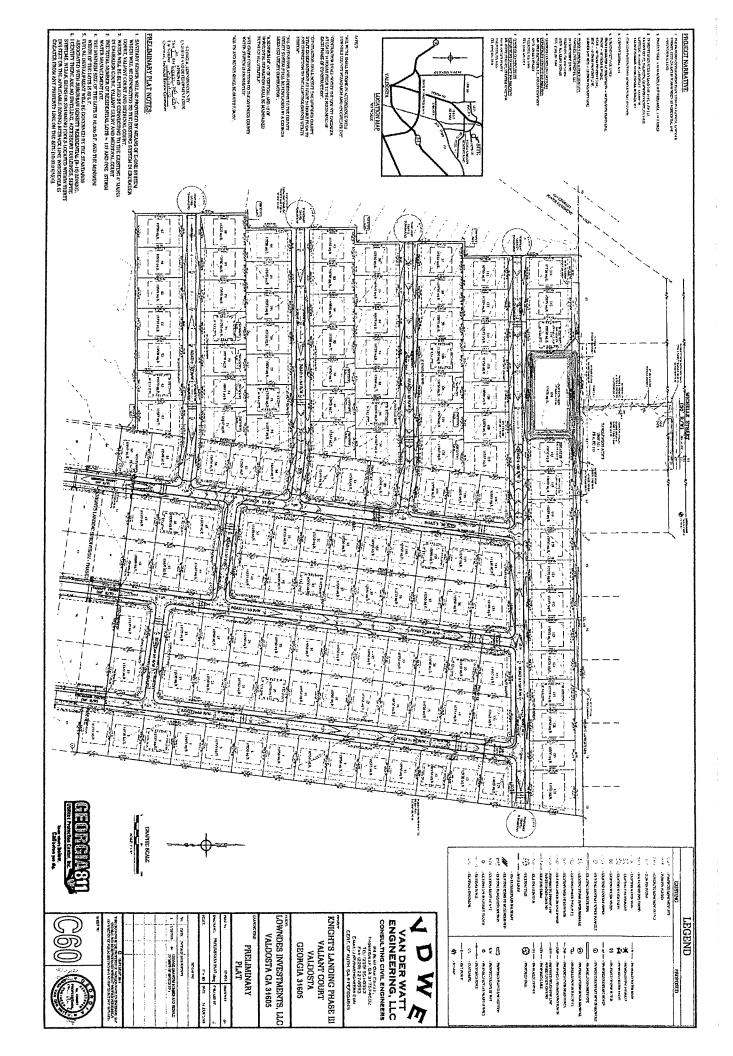
EXTERNAL EMAIL: Do not click any links or open any attachments unless you trust the sender and know the content is safe.

Mike,

Hope this finds you well. We would like to go ahead and request Lowndes County to accept the infrastructure on phase III of Knights Landing and hopefully place us on the November calendar. If you need anything else from me please don't hesitate to call or email.

Clint Joyner

Virus-free, www.avq.com



SUBJECT: Adopt Resolution accepting Infrastructure for Grove Pointe Subdivision, Phase V

Work Session/Regular Session

	•	
BUDGET IMPACT: N/A		
FUNDING SOURCE:		
() Annual		
() Capital		
(X) N/A		
() SPLOST		

() TSPLOST

DATE OF MEETING: October 22, 2019

COUNTY ACTION REQUESTED ON: Adopt Resolution accepting Infrastructure for Creekside West Subdivision, Phase V

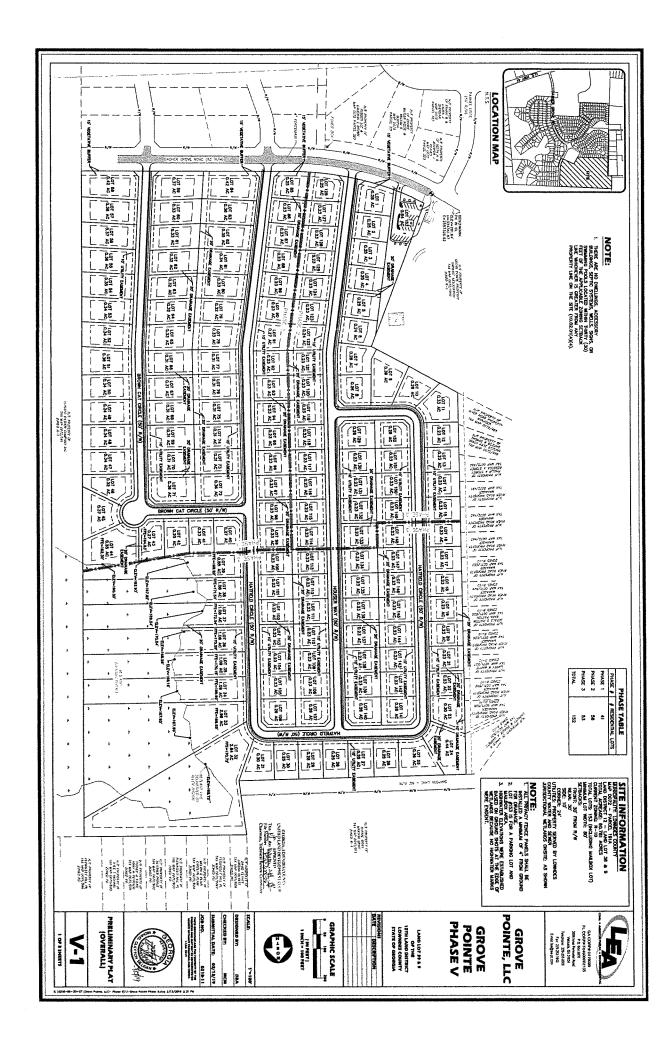
HISTORY, FACTS AND ISSUES: Grove Pointe Subdivision, Phase V is located off Old US 41 North. Engineering has made the final inspection of the project and the work is substantially complete. A punch list of construction items to be addressed has been provided to the contractor and the final paperwork is in process at the time of agenda submittal (punch list corrections, payment for street signs). The final plat will not be signed for recording until all paperwork is received. Attached is a letter requesting acceptance of infrastructure for this subdivision.

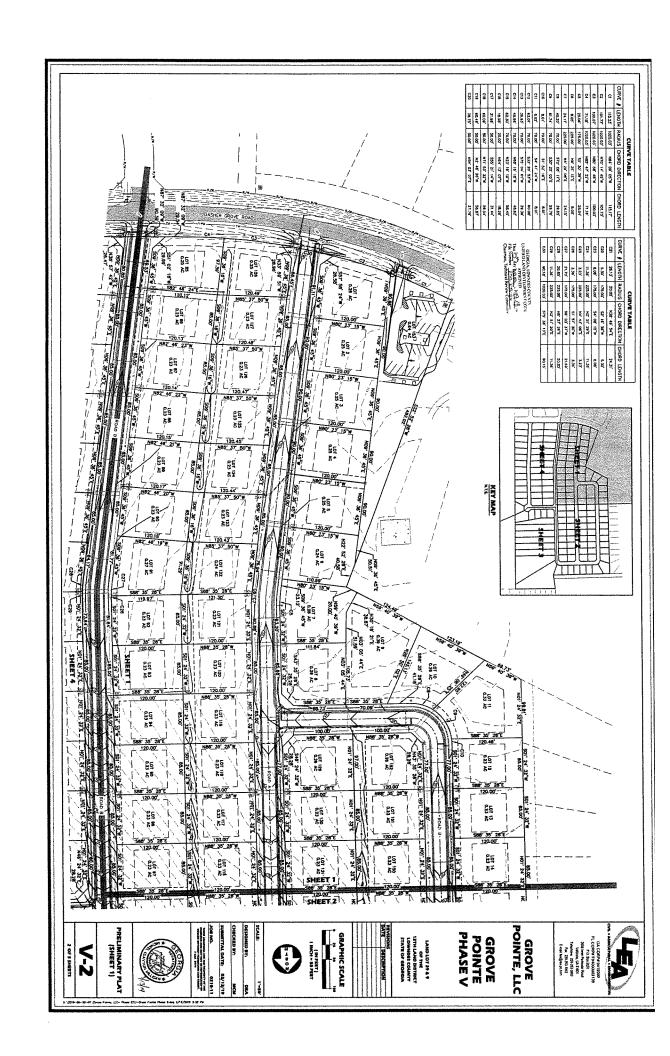
OPTIONS: 1. Adopt the Resolution

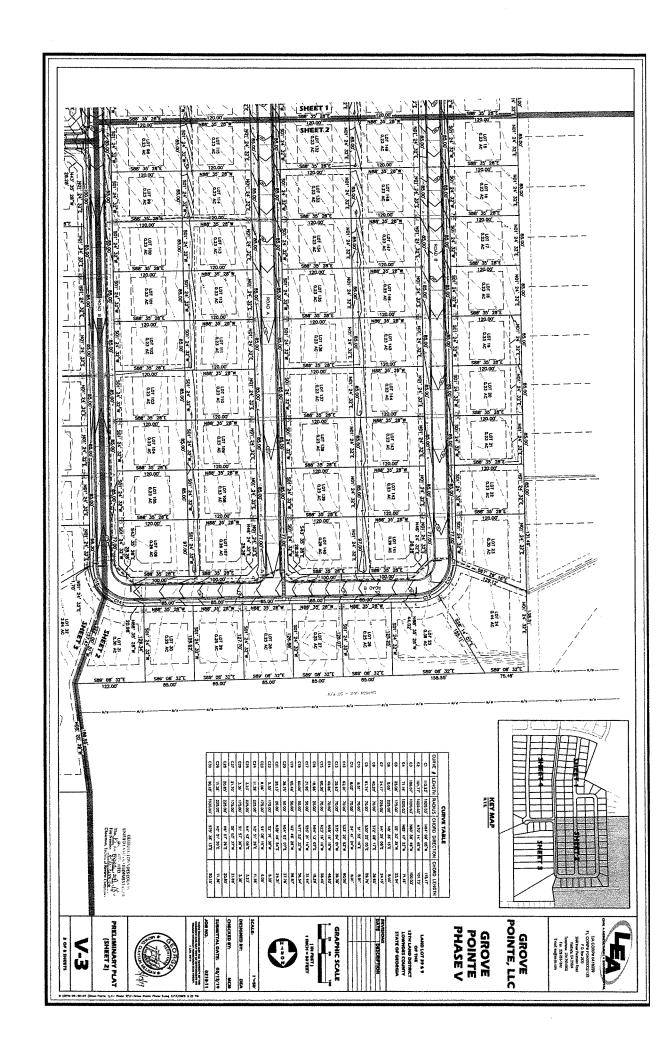
2. Board's Pleasure

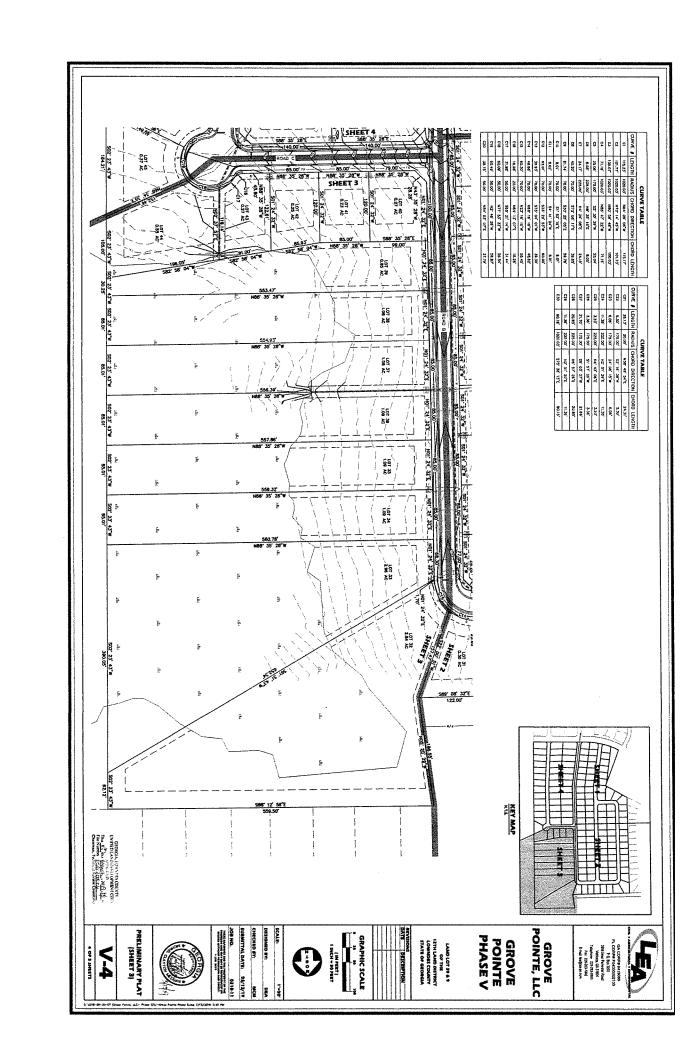
RECOMMENDED ACTION: Adopt

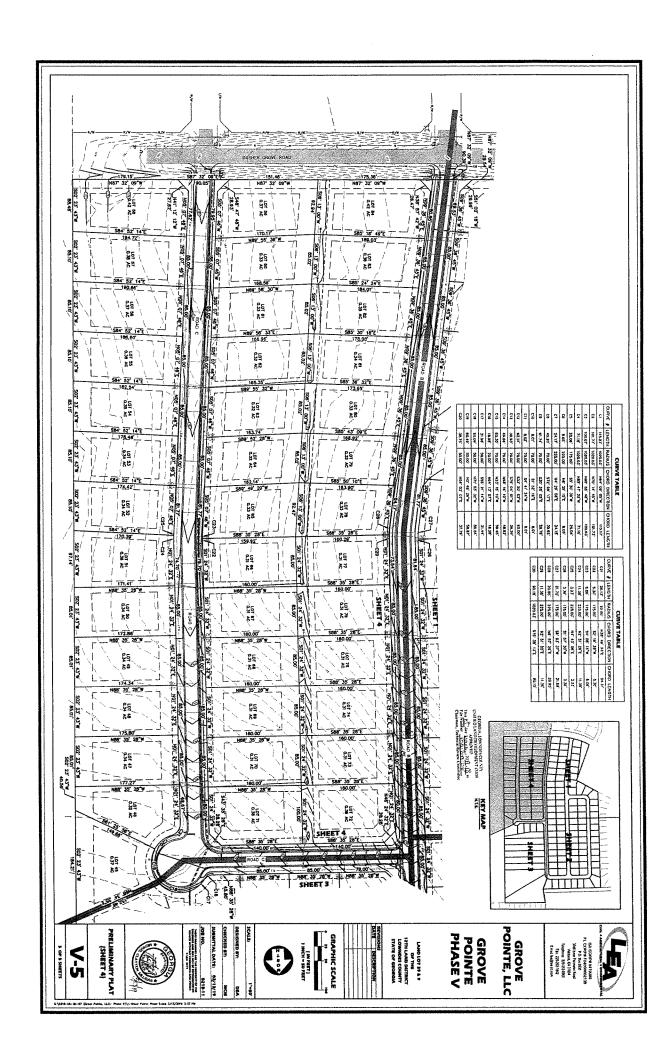
<u>DEPARTMENT</u>: Engineering <u>DEPARTMENT HEAD</u>: Mike Fletcher













October 9, 2019

Mr. Michael Fletcher, PE Lowndes County Engineer 327 North Patterson Street, 2nd Floor Valdosta, GA 31601

Subject: Infrastructure Acceptance for Grove Pointe Phase 5

Dear Mr. Fletcher:

On behalf of our client, Grove Pointe, LLC, LEA, PC respectfully requests final acceptance from Lowndes County for the Road, Water, & Sewer Infrastructure at Grove Pointe Phase 5.

Thank you for your consideration concerning this request. Please call should you have any questions.

Sincerely,

Dale Arrowood, CPESC Senior Civil Designer

la anovore

WHEREAS, the developer, Grove Pointe, LLC, has completed improvements on Grove Pointe Subdivision Phase V; and

WHEREAS, Grove Pointe, LLC, has provided the necessary maintenance bond and certification that the improvements were built according to plans and specifications;

WHEREAS, the engineering division has inspected the improvements;

WHEREAS, LEA, PC, on behalf of Grove Pointe, LLC, has provided a written request for Lowndes County to accept three residential streets as County maintained streets;

NOW, THEREFORE BE IT RESOLVED, the Board of Commissioners of Lowndes County has agreed to accept these streets as county maintained with a speed limit of 25 mph on this date as shown:

ATTEST:			
	,	County Clerk	
	DATE:		

Copy: R. Strom, RDC
Geannie McMullen, Tax Assessor
Robin Cumbus, LCPW
Danny Weeks, E-911
Rick Mefford, Building Inspections
Trinni Amiot, Planning
Appropriate Post Office

SUBJECT: Beer and Wine License - Manishkumar Patel of Rai Ba Enterprise, LLC DBA Naylors Pantry - 8777 Hwy. 135, Naylor, GA

Work Session/Regular Session

BUDGET IMPACT:	
FUNDING SOURCE:	
() Annual	
() Capital	
(X) N/A	

() SPLOST () TSPLOST

DATE OF MEETING: October 22, 2019

COUNTY ACTION REQUESTED ON: Beer and Wine License - Manishkumar Patel of Rai Ba Enterprise, LLC DBA Naylors Pantry - 8777 Hwy. 135, Naylor, GA

HISTORY, FACTS AND ISSUES: Beer and Wine License - Manishkumar Patel of Rai Ba Enterprise, LLC DBA Naylors Pantry - 8777 Hwy. 135, Naylor, GA, is requesting a license for the sale of beer and wine for consumption off premise. This is due to a change of ownership. The ordinance and guidelines for approval of the license have been met. All forms are attached and upon approval by the Board the license will be granted.

OPTIONS: 1: Approval the Beer and Wine License

2: Board's Pleasure

RECOMMENDED ACTION: Board's pleasure

<u>DEPARTMENT</u>: Finance <u>DEPARTMENT HEAD</u>: Stephanie Black

Alcoholic Beverage License Application Lowndes County Board of Commissioners Finance Department – Licensing Division

Before completing this application, you must verify that the proposed location of your establishment is located in unincorporated Lowndes County.

1.	TYPE OF LICENSE(s) APPLIED FOR (check all that apply):
	Retail Dealer – Off Premises Consumption (Distilled Spirits)
	Retail Dealer – Off Premises Consumption (Malt Beverages)
	[TRetail Dealer – Off Premises Consumption (Wine)
	[] Retail Consumption Dealer – Consumption on Premises (Distilled Spirits)
	[] Retail Consumption Dealer – Consumption on Premises (Malt Beverages)
	[] Retail Consumption Dealer – Consumption on Premises (Wine)
	[] Wholesaler – Distilled Spirits with warehousing in Lowndes County
	[] Wholesaler – Distilled Spirits without warehousing in Lowndes County
	[] Wholesaler – Malt Beverages with warehousing in Lowndes County
	[] Wholesaler – Malt Beverages without warehousing in Lowndes County
	[] Wholesaler – Wine with warehousing in Lowndes County
	[] Wholesaler – Wine without warehousing in Lowndes County
	[] Alcoholic Beverage Catering License
	No retail dealer licensee shall hold any retail consumption dealer license for the same location, and vice versa; and no wholesale dealer licensee shall hold any retail dealer license or retail consumption dealer license for the same location.
2.	Official Legal Name of Entity or Person seeking the License(s) (the "Applicant"):
	RAI BA ENTERRISE LLC Manish Kumar Patel

3. Applicant's Business or Trade Name (if different than official legal name): MRY LORS PANTRY		
4. List any aliases, tradenames, or other names under which the Applicant is known or conducting business, or has been known or conducted business during the past three years:		
5. If Applicant is an Entity, Full Name of the Individual Making this Application for the Applicant: MANTSHKU MAR C 『ATEL		
6. Street Address of establishment for which license is sought: 8777 ← HWY 135 MYWR GA 31541		
7. Street Address of Applicant's Primary Place of Business, if different from question #6 above:		
8. Describe the type of establishment to be operated pursuant to the license applied for and the category(ies) of alcoholic beverage related functions and activities to be conducted at such establishment. [Attach additional pages if more space is needed] C STORE WITH GOS STATIMS		
9. Lowndes County's alcohol ordinance prohibits the distribution, sale or consumption of alcoholi beverages within 300 feet of any church building. The ordinance also prohibits the distribution, sale or consumption of wine or malt beverages within 100 yards, or of distilled spirits within 200 yards, of an		

school building, educational building, school grounds or college campus. Those distances are measured from the door of the licensed establishment to the nearest street, thence along said street to the nearest point of any church building, school building, educational building, school grounds or college campus. List below the name and street address of the nearest church and the nearest educational facilities to the proposed establishment including the address.

Church: MAYLOR	BBPXST CHURCH		
School, college or other	educational facility or grou	unds:	
O. Has the Applicant or the establishment to be licensed been denied or had revoked an alcohol license y Lowndes County within the preceding twelve (12) months? [] YES [TNO yes, please explain. [Attach additional pages if more space needed]			
11. Has the Applicant, any properties for which licensure is being suspended or revoked (either	person identified in questio sought ever been refused a er by Lowndes County or a year of such occurrence, th	n 12 below, or any employee of the establishment a license related to alcohol or had such license nother jurisdiction)? [] YES [] NO e jurisdiction, and the circumstances. [Attach	
12. Type of Legal Entity applying for license:	[] Individual [] Joint Venture [] Firm [☑ Limited Liability Co		

If the Applicant is a partnership, joint venture or firm, list the names and addresses of all owners of the partnership, joint venture or firm. [Attach additional pages if more space is needed]

If the Applicant is a limited liability company, list the names and addresses of the three (3) members owning the largest amounts of ownership interest and the names and addresses of any managers or principal officers. [Attach additional pages if more space is needed]

MANTSHKUMAR CPATEL	
Member Name	Address
Member Name	Address
Member Name	Address
Manager Name	Address
Manager Name	Address
Officer Name	Address
Officer Name	Address
If the Applicant is any other type of entity omembers of its governing body, officers and application.	r non-natural person, list the names and addresses of all the dothers having management, control or dominion over such
Name	Address

- 13. Has the Applicant, any person listed in question 12 above, or any employee of the applicant's establishment ever been convicted of a felony? [] YES [] NO
- 14. Has the Applicant, any person listed in question 12 above, or any employee of the Applicant's establishment been convicted within the previous five (5) years of a misdemeanor or of any other violation involving gambling, the Georgia Controlled Substances Act (or similar laws of another jurisdiction), prostitution, sex offenses, adult entertainment laws, rules or regulations, alcohol control laws, rules or regulations, or offenses involving moral turpitude? [] YES [/] NO
- 15. Has the Applicant, any person identified in question 12 above and each employee of Applicant's establishment attach a fully completed and executed consent statement for necessary investigation reports? (see attachment A) YES [] NO
- 16. If the establishment for which a license is sought is or was licensed under the Lowndes County Alcohol Ordinance (or any previous ordinances or resolutions pertaining to alcoholic beverages), present details of how the Applicant has or will acquire the establishment, including on what terms and conditions. Further, describe in detail any familial, business, investment, debtor/creditor, or other relationship the Applicant may have or have had during the past three (3) years with the current or former licensee or establishment owner, and in each case with any person identified in question 12 above. [Attach additional pages if more space is needed]

Stoke	ALPGOY	HAVE	ARECAIO	Alcohol	Lilense
	bser jarz				
114 19	ncle 5	uling	his	Brigger	2 Under
	7 Inc.			•	,

- 17. Has the individual making this application attached a fully completed and executed affidavit (see attachment B) verifying his or her legal presence in the U.S., and also presented as his or her identification an original of one of the following current and valid "secure and verifiable documents" under O.C.G.A. § 50-36-1: driver's license issued by one of the states or territories of the U.S. or Canada; U.S. or foreign passport; picture I.D. issued by one of the states or territories of the U.S.; U.S. Certificate of Citizenship or Naturalization; or U.S. Permanent Resident Card or Alien Registration Receipt Card?

 [1] YES [1] NO
- 18. Is there attached a fully completed and executed affidavit verifying compliance by the Applicant with the federal work authorization program? (see attachment C or D) YES [] NO

NOTE: The Applicant may be required to submit further information or documentation as requested by the County.

AFFIDAVIT OF COMPLIANCE WITH O.C.G.A. §50-36-1

By executing this affidavit under oath, as an Applicant for an alcoholic beverage license from the Lowndes County Board of Commissioners, the undersigned Applicant verifies one of the following with respect to my application:

[]	I am a citizen of the United States.			
H	I am a legal permanent resident of the United States.			
[]	I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency. My alien number is:			
provid	ndersigned applicant also hereby verifies that he or she is 18 years of age or older and has ed at least one secure and verifiable document, as required by O.C.G.A. §50-36-1, with this vit. Form of secure and verifiable document:			
willfull	king the above representations under oath, I understand that any person who knowingly and by makes a false, fictitious or fraudulent statement, or representation in an affidavit may be guilty plation of O.C.G.A. §16-10-20 and face criminal penalties as allowed by such criminal statute.			
Execut	red in Valdosta (city), Georgia (state).			
	Signature of Applicant			
	MANISHKUMAR C PATCL			
	Printed Name of Applicant			
Sworn	to and subscribed before me this 20th day of Sept 20 19.			
Notar	Public Paner			
	mmission expires: Spit ombol 16, 2021 Expression 2000			

- 9 -

ATTACHMENT D

AFFIDAVIT OF PRIVATE EMPLOYER OF COMPLIANCE PURSUANT TO O.C.G.A. §36-60-6

By executing this affidavit, the undersigned private employer verifies its compliance with O.C.G.A. §36-60-6, stating affirmatively that the individual, firm or corporation employs fewer than eleven employees program with the

and therefore, is not required to register with and/or utilize the federal work authorization
commonly known as E-Verify, or any subsequent replacement program, in accordance
applicable provisions and deadlines established in O.C.G.A. §13-10-90.
1 Q d
July
Signature of Exempt Private Employer
RAI BA ENT- LLC
Printed Name of Exempt Private Employer
, ,
I hereby declare under penalty of perjury that the foregoing is true and correct.
Executed on Septembe 27 2019 in Valdoste (city), GA (state).
executed on
in July
Signature of Authorized Officer or Agent
MANZSHKUMBR C PATEL
Printed Name and Title of Authorized Officer or Agent
- oth 0 1, 19
Sworn to and subscribed before me this 20^{th} day of 9 .
WOND CHUNCH BEMANUS.
Notary Diable
GEORGE 16. 2012 SEPTEMBER 16. 2012 SEPTEMBER 16. 2012
My commission expires: Sphull (e, LOZ)

CERTIFICATION REGARDING APPLICATION

Personally, appeared before the undersigned of undersigned affiant, who after first being duly swor	•
	Naylors Dantre) is
authorized to make and execute this application on	
says and certifies as to each of the following:	better of the Applicant, and further hereby anima,
says and selemes as to each of the following.	
I have read and understand the Lowndes County Alderstand employees of the establishment for which licensure regulations of that Ordinance.	_
I will ensure that the establishment for which licensulaws, rules and regulations of the United States, the or which may hereafter be enacted as relates to the beverages.	State of Georgia and Lowndes County, now in force
I understand that any license issued is valid for a per December 31 st , that no license shall be assignable another location, and that no portion of the license to during the license year or should the establishment of	or transferrable either to a new licensee or for fee shall be refunded should the license be revoked
The information, documents and statements made part thereof or supplementary thereto is in each case making false or fraudulent statements and/or repressubject me to criminal and/or civil penalties including	e accurate and complete. I further understand that entations in or with respect to this Application may
Submitted herewith is the sum of \$ 650. certified funds, or cash] which includes the lice administration fee. I understand that, should the A	nse fee for the year, or partial year, plus the pplication be denied, I will receive a refund for the
license fee only and that the administration fee is not	n-refundable.
	O. G.S
	Since the little Associate Abia Application
Course As and subscribe at his force	Signature of Individual Making this Application
Sworn to and subscribed before me this	Date: 9/27/19
this day of suptings 19.	Date.
Number Public	
NA B EMA	
My commission expires: September 16,20	122
EXPIRES /	
EORGIA)	

Distance Check

Date: October 11, 2019
Establishment: Naylor Pantry
Address: 8777 Hwy 135 Naylor, Georgia
Nearest School: <u>Dine Grove Elementary</u>
Address: 4023 Pine Grove Rd. Distance: 9.91 m
Nearest Church: Naylor Baptist Church
Address: <u>8827 Hwy 135 Naylor, Georgia</u> Distance: <u>872 feet</u>
Officer Assigned: <u>K. Carter</u>
Signature: Cin Ci Can to

Comments: Measured with wheel from front door to front door.



LOWNDES COUNTY BOARD OF COMMISSIONERS COMMISSION AGENDA ITEM

SUBJECT: Rural Fire Defense Cooperative Lease Agreement and MOU

Work Session/Regular Session

DATE OF MEETING: October 22, 2019	
BUDGET IMPACT:	
FUNDING SOURCE:	
() Annual	
() Capital	
(X) N/A	

COUNTY ACTION REQUESTED ON: Rural Fire Defense Cooperative Lease Agreement and MOU

HISTORY, FACTS AND ISSUES: The agreement stipulates the equipment that the county uses that is a part of forestry's rural fire defense program.

OPTIONS: 1. Approve

() SPLOST () TSPLOST

2. Board's pleasure

RECOMMENDED ACTION: Approve

<u>DEPARTMENT</u>: County Manager <u>DEPARTMENT HEAD</u>: Joseph Pritchard

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

RURAL FIRE DEFENSE COOPERATIVE LEASE AGREEMENT AND MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT made and entered into this	day of	,	, by and between the
GEORGIA FORESTRY COMMISSION, an agency of the	e State of Georgia,	hereinafter referred	to as "COMMISSION,"
and the Lowndes County Board of Commissioners	, hereinafter	referred to as "CO	OPERATOR."
Because of the intermingling of structures and wile	dland fuels in areas	of Lowndes	County, Georgia
the objectives of the two above-mentioned organizations a	ire inseparable, to n	ninimize the loss of	life and property as a
result of uncontrolled fire. The purposes of this document	are:		

- 1. Provide for closest possible cooperation on mutual objectives.
- 2. To clarify the purpose and responsibilities of each organization.

WITNESSETH:

WHEREAS, it is of vital importance to the State of Georgia to protect and develop its forest land resources; and WHEREAS, such protection and development requires the suppression of uncontrolled fires, both within and without corporate limits; and

WHEREAS, the COMMISSION is charged by State law with providing a means of forest fire defense in all forest and rural areas; and

WHEREAS, the COOPERATOR is desirous of aiding the COMMISSION and itself in a coordinated fire program:

NOW THEREFORE, for and in consideration of the mutual benefits to each party as hereinafter appear below, both parties agree as follows:

Upon request from the COOPERATOR, the COMMISSION agrees to:

- a) Loan to the COOPERATOR, of equipment in so much as available through its Rural Fire Defense Program and described in the attached ADDENDUM.
- b) Provide the COOPERATOR a reimbursable cost estimate, if applicable to this agreement and of the equipment requested, if within the capabilities of the COMMISSION.
- c) Make available to the COOPERATOR, through reimbursable cost transactions, supplies necessary to assemble and construct fire suppression vehicles.

The COOPERATOR agrees:

- a) To reimburse the COMMISSION for costs involved in the transfer, construction, rigging and conversion of loaned equipment and/or supplies provided that are necessary to assemble and construct fire suppression vehicles, which sum shall not be refundable to the COOPERATOR. Any reimbursable cost will be billed to the COOPERATOR using the COMMISSION's invoicing procedures.
- b) To operate said equipment at no cost to the COMMISSION nor to the State of Georgia.
- c) To make said equipment available for inspection by the COMMISSION at any time.
- d) The COOPERATOR shall maintain either liability insurance or self-insured statuses covering all chassis on loan from the COMMISSION and provide supporting documentation for the duration of the agreement.

The PARTIES mutually agree:

- a) Title to all the equipment listed on the ADDENDUM shall remain in the possession of the COMMISSION.
- b) The equipment <u>listed on the ADDENDUM</u>, which is State of Georgia or Federal Excess property, <u>may not be</u> <u>sold, junked or traded, but must be returned to the COMMISSION for final disposition</u>. The COMMISSION may seek reimbursement from the COOPERATOR for any federal or state excess property that is not returned for proper disposal.
- c) When any equipment is returned to the COMMISSION upon termination of this agreement, or for other purposes, such equipment shall have at least the same component parts as it had when the COOPERATOR received the equipment.

- d) Title to all accessories, tools, etc. added by the COOPERATOR shall remain with the COOPERATOR and may be removed prior to returning the equipment.
- e) All loaned equipment is limited to wildland fire use and the use in the public's best interest under unusual or emergency conditions. Other uses of loaned equipment will be considered misuse of equipment and could result in the COMMISSION causing termination of the agreement.
- f) A decal, furnished by the COMMISSION, shall be affixed to the major pieces of equipment <u>listed on the ADDENDUM</u> in a prominent and proper location visible to the public indicating that it is a "fire unit" being operated by the COOPERATOR.
- g) Any employee of the COOPERATOR or other person enlisted by the COOPERATOR to staff and/or operate said equipment shall not be considered an employee of the COMMISSION for any purpose. The COOPERATOR shall have the responsibility for any Worker's Compensation Claim instituted by any person manning said equipment at the request of the COOPERATOR.
- h) The COOPEATOR agrees to hold harmless and relieves the COMMISSION of any accident, injury, and death occurring in the use of or operation of both loaned or reimbursed equipment and vehicle.

Operational Procedures

1. Dispatching:

- a) The COMMISSION will dispatch a crew to any known forest/brush/grass/etc. fire, or to <u>any</u> fires of unknown nature. The COMMISSION will cooperate with the county emergency dispatch structure by responding to wildland fires as dispatched.
- b) The COOPERATOR will dispatch a crew to any known structure fire, wildland fire, or to <u>any</u> fire of unknown nature.

2. Communications:

Upon arrival at the scene:

- a) The COMMISSION will provide command and control for wildland fire suppression and will coordinate with the COOPERATOR for protection of life and property threatened by a wildland fire.
- b) The COMMISSION will immediately advise the COOPERATOR of any burning or threatened structure within the area.
- c) The COOPERATOR will provide command and control for structural fire suppression and will cooperate with the COMMISSION for protection of life and property threatened by structural fires. The COOPERATOR will immediately advise the COMMISSION of any burning or threatened natural cover fuels within the area and request and/or provide assistance as needed.
- d) This agreement in no way restricts either agency from taking action in an emergency situation to save lives and property regardless of the nature of a fire, either wildland or structural.

3. Mutual Assistance:

- a) When both agencies are at the same fire, overall command and control of the incident shall lie with the agency concerned most directly with what is burning.
- b) If both woods and structures are on fire simultaneously, each agency shall endeavor to initiate unified command and provide support to each other to ensure shared resources are used effectively, public and firefighter safety, and efficient incident stability.
- c) All fire organizations involved should endeavor to accomplish wildland fire certifications and provide wildland fire personal protective equipment for firefighters who are subject to respond to wildland fires.
- d) Only the COMMISSION can authorize the use of backfires.
- e) The intended use of COMMISSION personnel and equipment is to provide protection/suppression relative only to wildland fires; I.E. Grass, forested lands, brush and trees. COMMISSION personnel are not trained, nor do they possess sufficient personal protective equipment to allow them to function in environments other than those listed above.

4. Training:

- a) Each agency agrees to attend/participate/assist/etc. in the other agency's training program.
- b) The authority having jurisdiction shall be responsible to ensure that all persons participating in training and wildland or structural fire suppression activities meet established qualifications and are properly equipped

with the required personal protective equipment to safely perform tasks at the individuals assigned level of responsibility.

5. Other:

Each agency mutually agrees to provide support of fire prevention programs which will increase the public awareness of the hazards and destruction of fire and serve to make the objectives of this memorandum possible.

AGREEMENT

This agreement shall not supersede any prior agreement between the parties for the coordinated protection of uncontrolled fire on any forest lands with the State of Georgia.

This agreement shall be effective from the date first appearing on page one (1) and shall continue in force from year to year, not to exceed 3 years, unless terminated by either party by thirty (30) days written notice to the other. Updates to this agreement require written approval of each party.

The Georgia Forestry Commission and its sub-contractors are Equal Opportunity Employers and Service Providers and subject to all provisions of section 601 of the Civil Rights Act of 1964 and therefore prohibit discrimination in all programs and services on the basis of race, color, national origin, sex, religion, age, disability, political beliefs, sexual orientation, or marital or family status.

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

Georgia Forestry Commission	Lowndes County Fire Department			
Signature: State Forester/Director	Signature: Government Entity/Title (Person legally authorized to enter into agreement for COOPERATOR)			
Date:	Date:			
Georgia Forestry Commission	Lowndes County Fire Department			
Signature: Chief Forest Ranger	Signature: Fire Department Chief			
Date:	Date:			

See next page(s) for ADDENDUM to this Agreement

ADDENDUM

TO THE RURAL FIRE DEFENSE COOPERATIVE LEASE AGREEMENT AND MEMORANDUM OF UNDERSTANDING BETWEEN THE GEORGIA FORESTRY COMMISSION AND Lowndes County FIRE DEPARTMENT

GEORGIA FORESTRY COMMISSION					
AREA	The County of Lowndes ; primarily all lands within the county, private and				
COVERED	public, county and state owned and federal lands not under specific agreement. COMMISSION				
	resources assigned to a county are also responsible for all lands within the State of Georgia upon				
	request by the Chief of Forest Protection or his designee.				
RESOURCES:	Equipment: (List # Tractor/Plow Suppression	Wildland Fire Suppression Positions: (List			
	Units, Type 6 Engine(s), Type 7 Engines(s),	by title; (example: Chief Ranger, # of Ranger 1,			
	Other Suppression Equipment (not radio call	Supplemental FF, Forester who are available			
	signs). Provide Make, Model, Year and GFC#)	for fire suppression activities this county)			
	2016 Ford F-150 Type 7 Engine (420-2626)	Chief Ranger			
	2012 Ford F-550 Type 6 Engine(420-2334)	Supplemental FF			
	2000Navistar2600(1319)2006CatD5N(1547)				
	1997Navistar8200(1892)1995CatD4H(2057)	Ranger			
	2009Freightliner(2429)2015CatD6N(3293)	Ranger			

All forest fire protection work shall be under the direction and supervision of the State COMMISSION, through the Director of said Commission, subject to the provisions of the Forest Fire Act and the laws of the State, now or hereafter enacted, relative to forestry and forest fire prevention and suppression. The Commission shall have power to make and enforce all rules and regulations necessary for the administration of forest fire protection. (Ga. Laws 1949, pp. 937, 938; Ga. Code 1981, Sec. 12-6-83.)

Ranger

2010Freightliner(2074)2009JohnDeere750

FIRE DEPARTMENT/COOPERATOR					
AREA COVERED	Fire Department/Co area(s) to the COM				
INFORMATION	Equipment: (List each vehicle, pump, tank, piece of equipment, supplies, etc owned and/or loaned by the GFC to the Fire Department. Includes State and Federal Excess Property that appears on GFC asset property inventory—(not Fire Fighter Property or supplies reimbursed by the COOPERATOR to the COMMISSION). Provide make, tank size, model, pump engine size, GPM of pump, and GFC# of each.		Personnel:(Total number of fire department personnel, does not require personnel names)		
Description	GFC Property #	AG # (if Federal Property)			
911 Command Vehichle	50395	0001527222	# of Paid Personnel:	12	
			# of Volunteer Personnel:	72	
			# of Wildland Fire Qualified Personnel (both paid and volunteer):	0	

Continue on next page, as needed, to include all FEPP and State owned property loaned or leased to the Fire Department

$ADDENDUM\ (Continued)$ TO THE RURAL FIRE DEFENSE COOPERATIVE LEASE AGREEMENT AND MEMORANDUM OF UNDERSTANDING BETWEEN THE GEORGIA FORESTRY COMMISSION AND FIRE DEPARTMENT

Description	GFC Property #	AG# (if Federal Property)
